

PY2022 MOU Signature Status – Update as of 11/10/2022

Final Signatures

**Status is pending unless otherwise noted. **Contact Method is email unless otherwise noted.*

Agency	Status*	Contact	Notes**	Date
Anderson County	Signed	Trent Acker	Completed	7/18/2022
Pickens County	Signed	Trent Acker	Completed	6/7/2022
Oconee County	Signed	Trent Acker	Completed	6/3/2022
Board Chair	Signed	Trent Acker	Completed	6/13/2022
Eckerd Workforce Development Services	Signed	Jennifer Kelly	Completed	6/30/2022
SCACOG	Signed	Trent Acker	Completed	6/13/2022
DEW	Signed	Jennifer Kelly	Completed	6/17/2022
SCVRD	Signed	Jennifer Kelly	Completed	6/21/2022
SC Commission for the Blind	Signed	Jennifer Kelly	Completed	6/30/2022
DSS	Signed	Jennifer Kelly	Completed	6/21/2022
Adult Ed 1&2	Signed	Jennifer Kelly	Completed	6/30/2022
Adult Ed 34&5	Signed	Jennifer Kelly	Completed	6/27/2022
Adult Ed Oconee	Signed	Jennifer Kelly	Completed	5/12/2022
Adult Ed Pickens	Signed	Jennifer Kelly	Completed	7/18/2022
TCTC	Signed	Trent Acker	Completed	11/10/2022
SHARE	Signed	Billy Hunter	Completed	7/25/2022
Goodwill	Signed	Billy Hunter	Completed	6/3/2022

Notes:

Partners not included in PY 2022:

- *Indian Development Council*
 - Not located in our area, minimal to no services provided
- *DESI – Job Corps*
 - Not located in our area, minimal to no services provided
- *Telamon – Migrant and Seasonal Farmworkers*
 - Not located in our area, minimal to no services provided
- *Housing and Urban Development*
 - Located in our area, no ETA funds under WIOA available in WL region
- *Second Chance Act*
 - No partner identified for WL region
- *Youth Build*
 - No partner identified for WL region

THE WORKLINK WORKFORCE AREA SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The parties included in this MOU are the WorkLink Workforce Development Board (LWDB), Chief Elected Officials (CEO), the Eckerd Connects SC Works Operator (OSO) and the required partners identified in the Act and other optional partners (hereinafter referred to as “Parties”). The partners’ respective programs are identified on the signature pages of this agreement.

The CEO is responsible for appointing LWDB members, designating the local grant recipient and, in partnership with the LWDB, providing oversight of the local workforce delivery system.

The LWDB is responsible for developing this MOU with the SC Works partners; competitively procuring SC Works operators; strategic planning; and local policy development and oversight.

The OSO’s function is to manage the SC Works system and coordinate the delivery of workforce services delivered through the system.

The SC Works system will bring together a series of partner programs and entities responsible for workforce development, education, and other human resources programs to collaborate in the creation of a seamless customer-focused service delivery network that enhances access to the programs’ services.

The Workforce Innovation and Opportunity Act (WIOA) identifies the following entities as required partners in the workforce system:

1. Adult, Dislocated Worker, and Youth Programs
2. Adult Education and Family Literacy Act Programs
3. Wagner-Peyser Employment Services Programs
4. Rehabilitation Programs for Individuals with Disabilities
5. Post-Secondary Education Programs (Perkins)
6. Community Services Block Grant Employment and Training Activities
7. Native American Programs
8. HUD Employment and Training Activities
9. Job Corps Programs
10. Veterans Employment and Training Programs
11. Migrant and Seasonal Farmworker Programs
12. Senior Community Service Employment Programs
13. Trade Adjustment Assistance Programs
14. Unemployment Compensation Programs
15. YouthBuild Programs
16. Temporary Assistance for Needy Families (TANF) Programs
17. Second Chance Programs

With approval of the Local Board and chief elected officials, WIOA also allows other partners to be a part of the workforce system, including local employers and community-based, faith-based, and/or non-profit

organizations, as well as employment, education, and training programs provided by public libraries or in the private sector. Optional partner outreach is strongly encouraged as these partnerships are necessary to provide job seekers with the high-quality career, education, and supportive services needed to place them with businesses seeking skilled workers. Optional partners must meet the same conditions as required Parties.

Each Partner agrees to:

- (a) Provide access to its programs or activities through the SC Works delivery system;
- (b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and as supplemented by specific Federal agency Parts and CFRs, to:
 - (1) Provide applicable career services; and
 - (2) Work collaboratively with the State and Local Board to establish and maintain the SC Works delivery system. This includes jointly funding the one-stop infrastructure costs through partner contributions that are based upon:
 - (i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to use and relative benefits received; and
 - (ii) Federal cost principles;
- (c) Enter into an MOU with the Local Board relating to the operation of the SC Works system; and
- (d) Participate in the operation of the SC Works system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements.

The development and implementation of this System will require mutual trust and teamwork between the Parties all working together to accomplish shared goals and in keeping with the main purposes and priorities of WIOA.

Purposes:

- Increasing access to and opportunities for the employment, education, training, and support services that individuals need, particularly those with barriers to employment;
- Supporting the alignment of workforce, education, and economic development systems;
- Improving the quality and labor market relevance of a demand-driven workforce that meets the needs of businesses and job seekers;
- Promoting improvement in the structure and delivery of services; and
- Providing workforce development activities that increase opportunities of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation.

The Parties agree to:

- Actively participate in the strategic planning process for the local SC Works system;
- Serve on the Business Services team and participate in industry or sector partnerships, as applicable;
- Participate in SC Works Partner meetings, as appropriate;
- Coordinate and integrate activities so that individuals seeking assistance will have access to information and services that lead to positive employment outcomes; and
- At a minimum, provide electronic access to programs, activities and services:

- Services provided through electronic means will supplement and not supplant those provided through the physical SC Works delivery system. The term “electronic” includes Web sites, social media, internet chat features, and telephone.

Services

SC Works centers provide services to customers based on individual needs, including the seamless delivery of multiple services to each customer. There is no required sequence of services. From the services listed in **Attachment A, WIOA Required Services**, an “X” indicates which services are directly provided by each partner program. **Attachment B, WorkLink SC Works Partner List**, includes all local area Parties participating in the agreement and their service location(s) and program(s) they represent.

Career Services

Career services will be provided by all Parties in the SC Works Centers. Career Services include but are not limited to:

- **Initial Assessment:** Begins with intake and focuses on determining a customer’s job readiness level, including workforce skills and access to appropriate services.
- **Job Counseling:** Either individually or in group sessions that helps the jobseeker make the best use of the information and services available.
- **Job Referral:** Services that are tailored to the needs of specific employers and jobseekers. Both workers and employers may also choose to post job announcements and resumes on an electronic system that is open to all.
- **Employer Services:** Access to labor market information; recruitment, screening, and referral of qualified applicants; access to economic development information and resources; posting job vacancies; offering customized job training options; connecting firms to SC Works information; technical assistance on assessment, recruitment, and human resource strategies; advocating for targeted employers in key economic sectors; and assistance with major layoffs and plant closures.
- **Labor Market Information:** Current and projected occupational supply and demand information, current occupational wage information; occupational skill standards; nonproprietary information on employers; and information on education and training program outcomes, including completion rates, placement rates, and wage rates of graduates.
- **Information and Referral:** Access to information regarding services needed by jobseekers, such as income assistance, housing, food, or medical care. Referrals to off-site services within the system will be made electronically in accordance with this agreement.
- **Training Related Information:** Access to and information about vocational exploration, basic skills and literacy training, job search skills, self-employment/entrepreneurial training, training leading to the award of skills certificates, work-based learning, two-year or four-year degree programs and state-approved apprenticeship programs.
- **Unemployment Insurance Information:** Phone accessibility to file for unemployment insurance benefits. Internet Claims filing can be done via the internet. Partner staff will provide meaningful assistance to individuals filing an initial claim.
- **Eligibility Determination:** Access to information regarding employment and training services needed by job seekers and eligibility for federal and state funded programs.
- **Outreach/Orientation/Intake:** Promoting local workforce services and activities to provide individuals with the information necessary to register for programs.
- **Performance Information on Local SC Works Centers:** How the local area is performing on the local performance measures and any additional performance information with respect to the SC Works delivery system in the local area.
- **Follow-up Services:** Including retention services and counseling regarding the workplace.

Unemployment Insurance (UI) Services

WIOA requires that a collaborative process exist among workforce Parties and UI programs. DEW is a recipient of Reemployment Services and Eligibility Assessment (RESEA) grants that provide selected UI claimants reemployment services deemed necessary and beneficial in returning these individuals to gainful employment as quickly as possible. Claimants selected to participate in the RESEA program can receive up to three one-on-one reemployment assessments during their benefit year to help them return to work faster. RESEA staff advises claimants on the wide variety of reemployment services available to them and refers claimants to the services appropriate for their individual needs, including other SC Works partner programs. DEW staff agrees to provide claimants of UI programs information and assistance with filing claims and connecting with reemployment services. UI will share in the cost of the workforce system through the presence of RESEA staff in all comprehensive SC Works centers. DEW will make available UI-related training resources to assist all frontline SC Works staff in providing meaningful assistance with filing UI claims and correctly answering common claimant questions with ease and consistency.

The Workforce Information Portal (WIP) provides a secure method for partner staff to obtain the necessary UI data that is used to determine an individual's potential eligibility for training and employment services programs under WIOA. The WIP also allows all staff to communicate potential UI fraud and availability issues to UI personnel in an efficient and streamlined manner. Sharing such information with UI staff helps to accelerate the claimants' return to suitable employment and ensure their continued eligibility to receive UI benefits. The Parties agree to communicate potential eligibility issues to UI staff through the WIP as appropriate.

Staff members who are authorized to use the WIP have limited access to confidential information in DEW's records that pertain to the administration of UI benefits, including wage reports and/or Personally Identifiable Information (PII). See 20 C.F.R. Part 603.2. These individuals maintain signed Confidentiality Agreements with DEW as required by federal and state law. The Parties agree to communicate changes in staff with access to the WIP and ensure that active users have a signed Confidentiality Agreement with DEW, **Attachment G** to this MOU.

Accessibility

The Parties agree SC Works centers must comply with applicable physical accessibility requirements, as set forth in 29 CFR part 38, and the Americans with Disabilities Act of 1990 (ADA), as amended, to provide services to meet the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities. Access to services includes: access to technology and materials that are available through the SC Works delivery system; providing reasonable accommodations for individuals with disabilities; making reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination against persons with disabilities; administering programs in the most integrated setting appropriate; communicating with persons with disabilities as effectively as with others; and the use of appropriate auxiliary aids and services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity. All SC Works centers must be physically and programmatically accessible to individuals with disabilities.

Certification

The Parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. Local Boards will use the State issued certification standards to access and certify SC Works centers. The criteria will evaluate the SC Works centers and SC Works delivery system for effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement. Evaluations of effectiveness will include how well the SC Works center integrates available services for participants and businesses, meets the workforce development needs of participants and local employers,

operates in a cost efficient manner, coordinates services among the SC Works partner programs, and provides maximum access to partner program services even outside regular business hours. These evaluations will include criteria evaluating how well the centers and delivery systems take actions to comply with the disability-related regulations implementing WIOA. All Parties must work together to establish processes and services to achieve and maintain the required certification.

Center Management

The Center Manager is responsible for the day-to-day operation of the identified facilities. The Center Manager will coordinate with Parties to ensure staff is scheduled appropriately within the Center, respond to questions of an operational nature, manage the facilities, coordinate the Sharing of Resources, and will be the primary point of contact for SC Works Certification Standards and other related issues.

The Operator agrees that partner staff will have access to their assigned work areas during standard business hours during the work week and during extended work hours, including weekend hours if necessary, as special projects, information technology maintenance, extraordinary circumstances or workload may require.

Eligibility

Each Partner shall be independently responsible for determining eligibility for their respective programs.

Staff Management

- a. Each partner shall be responsible for providing the direct supervision and control of its staff in such matters as selection and hiring decisions, personnel planning and evaluation, salary and benefits and other matters directly pertaining to an employer-employee relationship. Each Partner will facilitate cross training opportunities and cooperative staffing arrangements within the Centers, as appropriate.
- b. Regardless of role or position, all staff within the SC Works system is expected to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management bears a responsibility to ensure that respectful behaviors are exhibited at all times and to address those which are not in accordance with ***Attachment D, SC Works Civility Policy***.

Dispute Resolution

All SC Works system staff and management have a responsibility to act in good faith towards maintaining a culture of inclusion, dignity, and understanding for all stakeholders in the workforce system. Disputes should be addressed using approaches that facilitate clear communication and respectful interactions that lead to mutually acceptable solutions. For disputes that cannot be resolved informally, the following mediation/resolution process shall be followed.

1. Should informal efforts fail, the authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), shall meet to mediate and resolve the situation.
2. Should these efforts fail, the situation shall be referred to the chair of the Local Workforce Development Board who shall designate an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail, and/or situations reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.
4. The Chair will designate the Executive Committee or an ad hoc committee of at least five SWDB members to mediate with the parties involved and attempt to resolve the dispute.
5. The SWDB will hear the dispute and provide a recommendation within 60 days.
6. The parties will be notified in writing of the SWDB recommendation within 20 days.

Modification and Assignment

This MOU may be modified at any time by written mutual agreement of the parties involved. Oral modifications shall have no effect. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. If any provision of this agreement is found to be unenforceable for any reason, all remaining provisions shall remain in full force and effect.

Termination

Withdrawal from the agreement requires ninety (90) calendar days written notice to the local Board who is then responsible for notifying all other Parties in the agreement. In accordance with WIOA, required Parties are not permitted to withdraw from the agreement. Furthermore, upon the withdrawal of any non-required partner, the future costs associated with this agreement shall be reallocated among the remaining Parties, and this agreement shall be modified in writing, accordingly.

Oversight

The WorkLink Workforce Development Board will set the vision and goals for the workforce system and will assist Parties in continuously improving the system. The Parties will be responsible for cooperating with the SC Works Operator in coordinating delivery of services in the SC Works system. Parties will share joint responsibility for providing leadership in the design and delivery of shared processes or services offered by the Parties. The Local Board and the State Administrative Entity will evaluate SC Works operations and system performance to recommend new policies and changes to current policy for the operation of the SC Works system.

SC Works Partner Meetings

The Parties will meet no less than once quarterly to develop, implement and refine processes and documentation to achieve and maintain SC Works certification; to discuss operational and customer service issues; to address other matters necessary for the success of the SC Works system. Standing and ad hoc committees may be formed to address on-going and special issues and to maximize the participation in the operation and certification of the SC Works centers.

System Integration and Referral

The Parties will promote system integration to the maximum extent feasible through the cross training of staff, use of common and/or linked information systems and participation in a continuous improvement process designed to improve processes and increase outcomes and customer satisfaction. A key responsibility of each partner is effective referral of customers to the appropriate partner for services. This shall be done in a manner that reduces duplication, promotes a “no wrong door” policy, and ensures tracking of referrals to build accountability. Please see **Attachment C** for referral process and forms.

Confidentiality

- a. All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records and unemployment insurance information, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38, as well as any State and local laws. Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable laws.
- b. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable laws, including ensuring that Confidentiality Agreements with DEW are executed

and maintained by active system users. Each Party expressly agrees to take measures to provide that no PII or other personal or confidential information is accessible by unauthorized individuals.

- c. Customer information, on employers and job seekers, will be shared in accordance with separate partner confidentiality agreements. Parties agree that confidentiality of customer information will be maintained at all times. Parties agree to safeguard and protect confidential and personally identifying information pursuant to applicable Federal and State law, and 2 CFR 200.79. Parties with access to unemployment insurance information from the S.C. Department of Employment and Workforce must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through 170, 20 CFR Part 603, and IRS Publication 1075, which require that certain S.C. Department of Employment and Workforce data be kept confidential. These requirements survive the duration of this agreement.
- d. With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. 1232g and 34 CFR Part 99.
- e. With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Grants Management

Each Partner will be responsible for managing funds and activities under their control. Grant administration, including grant management, fiscal activities, evaluation/reporting, and overall coordination activities will be the responsibility of individual Parties.

Compliance

Each Partner shall be responsible for ensuring that its activities are in compliance with their respective authorizing legislation and all regulations, policies and procedures set forth by the Federal or state government.

Liability Insurance

Each partner ensures that it will secure and maintain general tort liability insurance through an authorized carrier in at least the amount in South Carolina Code 15-78-120 of the South Carolina Tort Claims Act. Any liability of the Partner or any claims, damages, losses or cost arising out of or related acts performed by the Parties, or their agents, under this agreement shall be governed by the South Carolina Tort Claims Act 15-78-10, et seq. Each party hereto shall be liable for its own acts and omissions, and the acts and omissions of its employees, agents and officers, and nothing herein shall impute or transfer liability to the LWDB or any other party.

Severability

If any provision of this document is held invalid, the remainder shall not be affected thereby and shall remain in force. Similarly, should any Party withdraw, modify, assign or terminate its participation in this MOU, it shall remain binding and in full force and effect with respect to other remaining parties.

Assurances and Certifications:

1. The Parties will ensure that no person shall be discriminated against in consideration for or receipt of employment and training services or staff position on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or

political affiliation or belief. Each participant shall have recourse through the appropriate complaint procedure.

2. The Parties will strictly adhere to all Federal, State, and Local laws that pertain to Employment and Training, including Minor Labor and Civil Rights Laws.
3. It is expressly understood and agreed by the Parties that employees performing work within the SC Works system remain at all times employees of their respective agencies.
4. No funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.
5. Each member of the Parties assures that it is an equal opportunity employer and is aware of and shall comply with Equal Opportunity (EO) provisions as mandated by state and Federal statutes and regulations.
6. The Parties will not expose employees or customers to surroundings or working conditions which are unsanitary, hazardous, or dangerous. SC Works centers will be operated in accordance with reasonable safety practices.
7. The Parties will each comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

INFRASTRUCTURE FUNDING AGREEMENT (IFA)

The Infrastructure Funding Agreement (IFA) and budget establishes a plan to fund the services and operating costs of the WorkLink LWDA. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the WorkLink LWDA's high-standard SC Works network. Cost allocation among Parties shall meet WIOA regulations, Federal Uniform Guidance, including the partner program's authorizing law and implementing regulations, and state rules, policies and guidelines. The SC Works system is a work in progress and its costs and the Parties' resource contributions are based on projections only and may need to be adjusted from time to time to most accurately reflect actual costs and contributions. The IFA is a component of the MOU and will be negotiated and modified annually.

The WorkLink LWDA has the following SC Works Centers that are designed to provide a full range of assistance to job seekers and businesses:

Clemson SC Works Center (Comprehensive)	
Billy Hunter, OneStop Operator	864-643-0071
1376 Tiger Blvd, Ste 102, Clemson, SC 29631	whunter@eckerd.org
Mon – Fri, 8:30A – 5:00P	www.worklinkweb.com

Anderson SC Works Center (Satellite)	
Billy Hunter, OneStop Operator	864-260-6780
1428 Pearman Dairy Rd, Anderson, SC 29624	whunter@eckerd.org
Mon – Fri, 8:30A – 5:00P	www.worklinkweb.com

Easley SC Works Center (Satellite)	
Billy Hunter, OneStop Operator	864-220-8990
1776 Powdersville Hwy, Easley, SC 29642	whunter@eckerd.org
Mon – Tues, 8:30A – 5:00P	www.worklinkweb.com

Seneca SC Works Center (Satellite)	
Billy Hunter, OneStop Operator	864-646-1741
104 Vocational Dr, Seneca, SC 29672	whunter@eckerd.org
Mon – Fri, 8:30A – 5:00P	www.worklinkweb.com

Each partner agrees to provide the resources necessary to fund their proportionate share of the costs as contained in **Attachment E, Shared Operating Budget**. The IFA should include, but is not limited to the following infrastructure cost items:

- Lease/Rent
- Utilities
- Landscaping
- Janitorial and cleaning maintenance
- Building maintenance and repairs
- HVAC maintenance
- Equipment rental expenses
- Security System
- Pest Control
- Supplies (public access and common spaces only)

The Parties may also share other costs that support the operations of the centers, as well as the costs of shared services that are authorized for and may be commonly provided through the SC Works partner programs to any individual, such as initial intake, assessment of needs, identification of appropriate services to meet such needs, evaluation of basic skills, referrals to other partners, and business services. The Parties have agreed to cost share in the following additional shared services and estimated costs as listed below and in the attached Shared Operating Budget. Final costs for all agreed upon additional shared services will be presented and approved by the Parties prior to actual purchase or procurement of services. Failure to do so may result in disputed charges and a refusal to submit payment.

Agreed upon Additional Shared Services Est. Cost	Description
Joint Staff Training	Partners share in training that their staff participants in (based on FTE count)
Job Fair/Hiring Events/Business Svc Materials	Partners share in Job Fair, Hiring Events and Business Services Materials that include their agency logo or partner participates in (based on FTE for Job Fair and Hiring Events, based on supply order for business service materials)
Signage and Outreach	Partners share in Signage and Outreach (based on FTE counts)

Infrastructure costs and agreed upon additional shared operating and/or services costs will be shared in accordance with this agreement, including the Parties identified in **Attachment E: Shared Operating Budget**. Changes to the list of financially contributing partners included in the budget will result in changes to the allocations for the remaining partners. Therefore, any changes to the partners included in the budget must be submitted to all Parties of this agreement in the form of a written addendum and revised budget

to ensure fiduciary responsibility. Failure to adhere to this standard may result in disputed proportionate share amounts and failure to remit payment amounts above that which are included in the original agreement.

Prior to committing to a contractual and/or financial obligation of any kind that would involve payment from a financially contributing partner, the Parties must consult with and obtain approval from the contributing partner(s). Each entity has its own procurement process and is responsible for ensuring that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure by any party to adhere to this standard may result in disputed charges and a refusal to remit payment. Additionally, the WorkLink LWDB/fiscal agent may not enter into a lease agreement to move offices that include partner staff without consulting with the Parties contributing to infrastructure funding prior to the execution of a lease agreement. Once the Parties have agreed in writing to their estimated/projected portion of the facility costs and that the space will work for their program services, an addendum to this agreement reflecting the move and any related changes must be executed **prior to the move**. Routine costs incurred during the month of the relocation will be prorated by all Parties.

Facility Costs - Facility costs are defined as those actual costs related to the facility use, maintenance and operation of the SC Works centers. These costs include payment of utilities, lease/rent, and security. Facility costs shall be borne by those Parties who deliver services through the SC Works Centers in the **WorkLink** region.

Maintenance Costs - Maintenance costs include the following unless otherwise noted: landscaping, janitorial/cleaning maintenance, routine building maintenance and repairs, including HVAC maintenance, and pest control.

- a. Contractors, particularly those involved in, but not limited to, building repairs or improvements, should be mutually agreed upon by all financially contributing Parties. Each entity has its own procurement process and is responsible for ensuring that quotes for service are solicited and evaluated according to the appropriate procurement process. Once a need has been determined, the Facility Host designee is responsible for advising the non-Host partner(s) of the need, securing contractor quotes and submitting this detail for review to pertinent parties. Contractor selection must be agreed upon by all parties prior to the execution of work.
- b. Facility hosts with capital improvement needs of any nature must address those needs independent of this agreement and budget. Such repairs could be unresolved ADA modifications, roof repairs, HVAC replacement, etc. Capital improvement shall be the sole financial responsibility of the facility host. However, maintenance and repairs occurring from daily operations will be shared proportionately utilizing the agreed upon cost sharing methodology.

Supplies - Supply costs are those related to individual staff in performing their respective job duties and those related to the supply of items needed for public access (i.e. resource room) and common/shared spaces (i.e. restrooms) in each Center. Parties will purchase all staff supplies needed, including business cards, for their staff through the appropriate partner manager. The only shared supply costs will be those specifically related to public access and common/shared spaces as purchased by the Operator. These costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

Equipment Costs - Equipment costs are those related to the use of rented equipment, such as Xerox machines, etc. (including paper and ink for the machine). Partner staff will be responsible for providing the necessary equipment for their staff and will share in the cost of public access equipment only, as provided

by the LWDB and/or Operator, and used only by Center customers. These costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

Center/Location	Number and Type of Public Access Equipment (<i>not including PCs</i>)
Clemson SC Works Center	2 printers for the resource room (ink and paper costs only) 1 scanner for the resource room (no cost)
Seneca SC Works Center	1 printer for the resource room (ink and paper costs only) 1 scanner for the resource room (no cost)
Easley SC Works Center	1 printer for the resource room (ink and paper costs only) 1 scanner for the resource room (no cost)
Anderson SC Works Center	2 printers for the resource room (ink and paper costs only) 1 scanner for the resource room (no cost)

Access to equipment - Partner staff shall be granted access to all partner equipment in all SC Works facilities, including network closets. The partners agree that all Parties will be granted access to any other properties to verify ownership through the state property system. If equipment is found on the state property inventory list, the Parties agree to return the equipment for off-boarding, transfer, and return to ensure proper handling as required by IRS regulations property ownership and resolution of any depreciated value of the equipment.

Public Access Computers – The Parties agree to share in the cost of public access PCs (i.e. necessary and reasonable in-scope costs of resource rooms and **shared** computer labs). The public access IT costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs in accordance with this agreement. As part of reconciling IT costs, the Parties will be provided a copy of all current IT service provider contracts and/or work orders and any forthcoming modifications.

Clemson SC Works Center	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
Number of PCs	20	1	28	49
Public Access PCs: 11 RR computers, 1 veteran RR computer, 1 greeter kiosk, 1 conference room smartboard PC Training Lab PCs: 1 Smartboard PC, 6 lab laptops, 1 PC 28 staff computers				
Easley SC Works Center	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
Number of PCs	6	0	1	7
5 public access computers (all resource room computers) and 1 greeter kiosk; 2 staff computers (1 included in Clemson count)				
Seneca SC Works Center	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
Number of PCs	8	0	2	10
7 public access computers (all Resource room computers) and 1 greeter kiosk; 2 staff computers.				
Anderson SC Works Center	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
Number of PCs	10	0	3	13

9 public access computers (all Resource room computers) and 1 greeter kiosk; 3 staff computers

Shared Network Access - In a facility where partner staff presence is minimal, the Parties may request the County/COG/Operator on behalf of the LWDB provide IT services for their staff or through a VPN tunnel. A VPN tunnel allows for a “shared” internet connection to be divided into separately managed connections. This method maintains administrative control of partner connections and equipment without interfering with the County/COG and/or the Operator’s own network management. Any requests for shared services or access of this type will be negotiated between the applicable entity’s IT service provider and the partner. Once agreement has been reached and/or a VPN connection is established and in use by partner staff, any changes in IT services affecting such connection are prohibited without prior notification to the affected partner.

Telephone – When partners provide and maintain telephones (either VoIP or analog) for their staff, phone costs are not shared. In offices where a partner’s presence is minimal, or where the County/COG and/or the Operator is providing phone service, the COG/County and/or the Operator may bill a partner for their proportionate share of monthly billing by the telephone service provider. In cases where a telephone cannot be provided or supported by either party, partners may choose to provide or request alternate communication methods as needed on a case by case basis.

Cost Allocation and Proportionate Share - WIOA and its related regulations and guidance establish, as a starting point, the expectation that Parties will share proportionately in the infrastructure and shared services cost of the SC Works system. Therefore, the Parties agree that costs will be shared based on the Full-time Equivalency (FTE) model. Shared costs will be allocated on the basis of a partner’s number of staff assigned to work in a facility (enjoying the benefits of being in the building) on a weekly basis and counted proportionately by day as defined below:

- **One Day - .20** (20% of a work week);
- **Two Days - .40** (40% of a work week);
- **Three Days - .60** (60% of a work week);
- **Four Days - .80** (80% of a work week); and
- **Five Days - 1** (100% of a work week).

Staff assigned to work only “half-days” in a facility on a weekly basis will be counted proportionately as defined below:

- **One Day - .10** (half of 20% of a work week);
- **Two Days - .20** (half of 40% of a work week);
- **Three Days - .30** (half of 60% of a work week);
- **Four Days - .40** (half of 80% of a work week); and
- **Five Days - .50** (half of 100% of a work week).

Affiliate locations where services are provided only on a monthly basis will not be included in the proportionate share.

- a. Staffing levels will determine the proportionate share percentage of infrastructure and additional shared services costs for which each Partner will be responsible for by location and program. Billing of each individual Center’s costs will be based on the staff count as indicated in the attached Staffing Addendum. The addendum must be completed and signed by all cost-sharing Parties with the execution of this MOU. Staff counts must be based on planned staffing levels for the duration of the PY at the time of signature. Permanent adjustments to staffing levels for the duration of the PY (outside those of routinely occurring vacancies) will require the addendum and effective date to

be revised and signed by all Parties. Any Party may request a new staffing addendum be executed at any time based on permanent staffing changes. The staffing addendum will be submitted to the Parties with invoices and supporting documentation reflecting actual expenses for payment.

- b. Any deviations or adjustments made to the proportionate share formulas will be presented in writing and agreed to by all Parties in the form of an addendum to the original agreement.
- c. **Reconciliation of Shared Costs** - The COG/County, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Partners for costs under this agreement as it relates to the Clemson, Anderson, Easley, and Seneca SC Works Center(s). The Appalachian Council of Governments (WorkLink WDB), host for the Clemson, Anderson, Easley, and Seneca SC Works center(s), is responsible for reconciling and invoicing facility costs to the Partners. All invoices should be submitted to the Partners, with invoices and supporting documentation, reflecting the actual quarterly expenses paid during the quarter, within 45 days after the quarter ends. Special reporting requirements may be instituted for the 4th quarter for the period ending June 30th, to ensure payment occurs within the correct fiscal year. Partners should remit payments to the COG within 45 days following the date the invoice is emailed to the Partner. Any failure to submit payments by the deadlines set forth in this agreement will be subject to the dispute resolution process outlined above. If any partner disputes any costs, they have 30 days from the receipt of the reconciliation to submit a dispute.

All invoices presented hereunder will be supported by a standard Excel worksheet summarization of the charges detailing, for each invoice containing shared costs, the vendor name, the month of service covered, the total invoice amount, the shared cost portion of the invoice, and each Partner's allocated portion of those shared costs. The Partners will mutually agree on the worksheet to be used for this purpose, and the final agreed-upon worksheet will be provided to DEW and the COGs/Counties. The worksheets will be submitted to the Partners in Excel file format and will be accompanied by PDF copies of all vendor invoices or other documentation supporting charges listed in the worksheet. No cost-sharing invoices will be processed for payment unless they are supported by the agreed worksheet transmitted in Excel file format, and no charges will be paid unless supported by a PDF of a vendor invoice or other documentation deemed sufficient by the Partner invoiced.

Duration

This MOU, including the IFA, shall be reviewed and renewed annually to ensure transparency and continuous improvements to the delivery of services and to reflect any changes in the signatory official of the Board, SC Works Parties, and chief elected officials. The fiscal year shall be duly recognized as July 1 through June 30.

Loss of Funds

Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this agreement in the event funding for the mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding.

Agreement Management

The Agreement Manager responsible for oversight and review of shared costs, as well as the monitoring of the allocation methodology and funding information for each partner is:

Partner Entity: SC Appalachian Council of Governments - WorkLink WDB	Partner Entity: SC Department of Employment and Workforce	Partner Entity: Adult Education (Pickens County)
Name & Title: Windy Graham Performance & Reporting	Name & Title: Scott Ferguson Policy and Compliance Manager	Name & Title: Susan Gibson Adult Education Director
Mailing Address: 1376 Tiger Blvd, Ste 102 Clemson, SC 29631	Mailing Address: PO Box 995 1550 Gadsden Street Columbia, SC 29201	Mailing Address: 201 S. 5th St. Easley, SC 29640
Phone: 864-646-1826	Phone: 803-737-2671	Phone: 864-397-3825
Email: wgraham@worklinkweb.com	Email: rsferguson@dew.sc.gov	Email: SusanGibson@pickens.k12.sc.us
Partner Entity: SC Department of Social Services	Partner Entity: SC Dept of Vocational Rehabilitation	Partner entity: SC Commission for the Blind
Name & Title: Tammy James, Director Div. of Employment Services	Name & Title: Jacob Chorey Planning & Program Evaluation	Name & Title: Karma Marshall Consumer Services Director
Mailing Address: PO Box 1520 1535 Confederate Avenue Room 412-1 Columbia, SC 29202-1520	Mailing Address: PO Box 15 1410 Boston Ave. West Columbia, SC 29170-0015	Mailing Address: 1430 Confederate Ave Columbia, SC 29201
Phone: 803-898-1097	Phone: 803-896-7047	Phone: 803-898-3552
Email: Tamara.james@dss.sc.gov	Email: jchorey@scvrd.net	Email: karma.marshall@sccb.sc.gov

Authority and Signatures

The individuals signing this agreement have the authority to commit their respective organizations to the terms of this MOU and do so by signature below. Electronic signatures are authorized and strongly encouraged to ensure timely execution of the MOU. The following individual signature pages reflect the entity who is the grant recipient, administrative entity, or organization responsible for administering the funds and carrying out the specified programs and activities in the local area.

Effective Date

Without regard to the date of signatures below, the Parties agree the effective date of this agreement is July 1, 2022.

Attachments

- A: WIOA Required Services by Partner
- B: SC Works Partners and Corresponding Status
- C: Referral Process
- D: SC Works Civility Policy
- E: Shared Operating Budget
- F: Staffing Addendum
- G: Confidentiality Agreement

THE WORKLINK WORKFORCE AREA


SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

**PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

Chief Elected Officials:

Anderson County Council
Tommy Dunn, Chair


Signature

7-18-22
Date

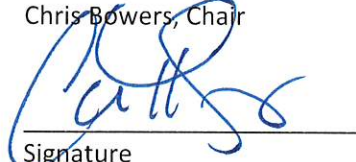
THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

Chief Elected Officials:

Pickens County Council
Chris Bowers, Chair


Signature
Date

THE WORKLINK WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Chief Elected Officials:


Oconee County Council
John Elliott, Chair


Signature

6-3-22
Date

THE WORKLINK WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The WORKLINK Workforce Development Board is the designated entity responsible for oversight of the local SC Works delivery system including developing this MOU with the SC Works Parties, designating or certifying SC Works operators, strategic planning, and policy development.



Melanie McLane, Board Chair

Date: 6-13-2022



Kal Kunkel, Operator

Date: 6/30/2022

THE WORKLINK WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

SC Appalachian Council of Governments is the designated local grant recipient responsible for administering the following title I WIOA programs:

- Adults;
- Dislocated Workers; and
- Youth



Steve Pelissier, SC Appalachian Council of Governments
Local Grant Recipient Authorized Official

Date: 6/8/22

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

The South Carolina Department of Employment and Workforce is the sole entity and designated State agency responsible for administering the funds of the following:

- Employment services authorized under the Wagner-Peyser Act (29 U.S.C. 49 *et seq.*);
- Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 *et seq.*);
- Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.;
- Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law)
- Migrant and Seasonal Farmworkers (MSFW) programs


G. Daniel Ellzey, Executive Director

Date: 6/14/22

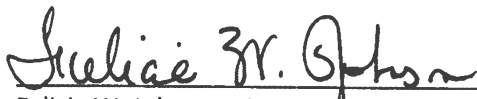
THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING


**PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

The South Carolina Vocational Rehabilitation Department is a designated agency specified under sec. 101(a) (2) of the Rehabilitation Act that is primarily concerned with vocational rehabilitation, or vocational and other rehabilitation, of individuals with disabilities in the State and is responsible for administering or supervising policy for the Vocational Rehabilitation program, authorized under title I of the Rehabilitation Act, with the exception of Vocational Rehabilitation programs for individuals who are blind which are administered by the South Carolina Commission for the Blind.



Felicia W. Johnson, Commissioner

Date: 06/20/2022

"APPROVED AS TO FORM AND CONTENT"


Deanne T. Harvey
SCVRD Legal Counsel

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

**PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

The South Carolina Commission for the Blind is a designated agency specified under the Rehabilitation Act of 1973 that is primarily concerned with providing quality individualized vocational rehabilitation services, independent living services and prevention-of-blindness services to blind and visually impaired consumers leading to competitive employment and social and economic independence.

Darline Graham

Darline Graham, Commissioner

Date: 6/27/2022

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

PURSUANT TO THE

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The South Carolina Department of Social Services is the sole entity and designated State agency responsible for administering:

- The Temporary Assistance to Needy Families (TANF) program authorized under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- The Supplemental Nutrition Assistance Program (SNAP) under the provisions in the Food and Nutrition Act of 2008.

Susan Roben

Digitally signed by Susan Roben
Date: 2022.06.13 13:44:42 -04'00'

6/13/2022

Date: _____

Susan Roben

Chief Financial Officer

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

Anderson 1 & 2 Adult Education Center is a designated Adult Education and Family Literacy Act Program provider, authorized under Title II of WIOA.




Adrienne Robinson, Adult Education Director

Date: 7/1/2022

THE WORKLINK WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Anderson 3, 4, & 5 Adult Learning Center is a designated Adult Education and Family Literacy Act Program provider, authorized under Title II of WIOA.



Katie Brown, Adult Education Director

Date: 6/27/2022

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

PURSUANT TO THE

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Oconee Adult Learning Center is a designated Adult Education and Family Literacy Act Program provider, authorized under Title II of WIOA.



Steve Moore, Adult Education Director

Date: 5/12/2022

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

PURSUANT TO THE

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Easley Adult Learning Center is a designated Adult Education and Family Literacy Act Program provider, authorized under Title II of WIOA.


Susan Gibson, Adult Education Director

Date: 7/18/22

SC WORKS SYSTEM

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

Tri-County Technical College is a designated Postsecondary vocational education provider, authorized under the Carl D. Perkins Vocational and Applied Technological Education Act.



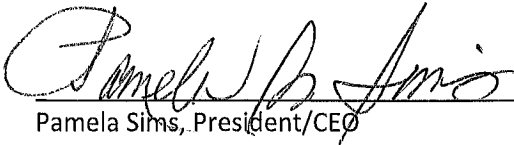
Dr. Galen DeHay, President

Date: 11/10/2022

SC WORKS SYSTEM


**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

Sunbelt Human Advancement Resources is a designated provider of employment and training activities under the Community Services Block Grant.



Pamela Sims, President/CEO

Date:



SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The Indian Development Council is a designated provider of Native American employment and training activities, authorized under Title I of WIOA.

Jerry Branham, Board Chairman

Date: _____

SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Dynamic Education Systems, Inc. is a designated provider of Job Corps employment and training activities, authorized under Title I of WIOA.

Robin Miller, Admissions Counselor

Date: _____

SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The Telamon Corporation is a designated provider of Migrant and Seasonal Farmworker employment and training activities, authorized under Title I of WIOA.

Signature

Date: _____

SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Goodwill Industries of the Upstate/Midlands, Inc. is a designated provider of Senior Community Service Employment Programs employment and training activities, authorized under Title V of WIOA.



Tiffany Foster, Senior Missions Manager

Date: 6/3/22

SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The SC Regional Housing Authority is a designated provider of **HUD** employment and training activities, authorized under the Department of Housing and Urban Development.

Signature

Date: _____

SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Undesignated is a designated provider of **Second Chance Programs** employment and training activities, authorized under .

Signature

Date: _____

SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Undesignated is a designated provider of **YouthBuild** employment and training activities, authorized under YouthBuild.

Signature

Date: _____

MOU Attachment A: WIOA REQUIRED SERVICES

	Eligibility Deters.	Outreach & Orientation	Skills Assess-ments	Labor Exchange	Partner Referrals	Provision of LMI	Provision of Performance Information	Supportive Services	UI Filing	Financial Aid Assistance	Individual Career Services	Access to Training Services	Business Services
REQUIRED PARTNERS													
Adult, DW, and Youth	x	x	x	x	x	x	x	x		x	x	x	x
Adult Education/Family Literacy			x	x	x			x			x	x	x
Wagner-Peyser	x	x	x	x	x	x	x	x	x		x	x	x
Rehab.Programs for Indiv. w/Disabilities			x		x	x		x		x	x	x	x
Post-Sec. Career & Tech. Ed. (Perkins)			x	x	x	x		x		x	x	x	x
CSBG Employment and Training		x		x	x			x		x	x	x	
Native American Programs													
HUD Employment and Training													
Job Corps													
Veterans Employment and Training	x	x	x	x	x	x	x	x			x	x	x
Migrant and Seasonal Farmworker													
Senior Community Svc. Employment		x	x	x	x	x	x	x		x	x	x	x
Trade Adjustment Assistance	x	x	x	x	x	x	x	x		x	x	x	x
Unemployment Compensation	x								x				
YouthBuild													
TANF		x	x	x	x	x		x		x	x	x	x
Second Chance Act													

Eligibility Determinations: Determination if an individual is eligible for WIOA Adult, DW, or Youth programs.

Outreach & Orientation: Information on and access to services in the SC Works system.

Skills Assessments: Initial assessment of skill levels including literacy, numeracy, English language proficiency, and aptitudes and abilities (including skills gaps).

Labor Exchange: Job search and placement assistance, career counseling, and non-traditional employment information.

Partner Referrals: Referrals to and coordination with programs and services within the SC Works system and other workforce programs.

Provision of LMI: Local, regional, and national labor market statistics including: job vacancy listings, skills needed to obtain those jobs, in-demand occupations and earnings, and advancement opportunities available.

Provision of Performance Information: Partner specific data on how local areas are performing on accountability measures relating to the area's overall SC Works system.

Supportive Services: Information relating to the availability of supportive services, such as child care and transportation, and referrals to supportive service programs, as needed.

Unemployment Insurance Filing: Information and assistance regarding filing claims for unemployment compensation.

Financial Aid Assistance: Assistance in establishing eligibility for financial aid programs not provided under WIOA.

Individualized Career Services: Individualized services provided to eligible customers, such as counseling and career planning, to help the customer obtain or retain employment.

Access to Training Services: Access to training services such as On-the-Job training, entrepreneurial, adult education and literacy, and customized training.

Business Services: Employer services, such as job fairs, recruitment assistance, and incumbent worker training, are made available to local employers.

MOU Attachment B: WORKLINK SC WORKS PARTNER LIST

Anderson SC Works Center	Clemson SC Works Center	Easley SC Works Center	Seneca SC Works Center
1428 Pearman Dairy Rd	1376 Tiger Blvd, Ste 102	1776 Powdersville Hwy	104 Vocational Dr
Anderson, SC 29624	Clemson, SC 29631	Easley, SC 29642	Seneca, SC 29672

SC Works Partner	Location	Required or Optional	Representing
WIOA Program	Anderson, Clemson, Easley, and Seneca SC Works Centers	Required	Adult, Dislocated Worker, and Youth Programs
Adult Education Centers	Clemson SC Works	Required	Adult Education and Family Literacy Act Programs
Department of Employment and Workforce	Anderson, Clemson, Easley, and Seneca SC Works Centers	Required	Wagner-Peyser Employment Services Programs
SC Vocational Rehabilitation	Clemson SC Works, Anderson SC Works, Seneca SC Works	Required	Rehabilitation Programs for Individuals with Disabilities
Tri-County Technical College	Anderson, Easley, Seneca SC Works Center	Required	Post-Secondary Education Programs (Perkins)
Share	Off Site	Required	Community Services Block Grant Employment and Training Activities
Indian Development Council	Off Site	Required	Native American Programs
SC Regional Housing Authority	Off Site	Required	HUD Employment and Training Activities
DESI, Inc.	Off Site	Required	Job Corps Programs
Department of Employment and Workforce	Anderson, Clemson, Easley, and Seneca SC Works Centers	Required	Veterans Employment and Training Programs

MOU Attachment B: WORKLINK SC WORKS PARTNER LIST

Telamon	Off Site	Required	Migrant and Seasonal Farmworker Programs
Goodwill Industries	Off Site	Required	Senior Community Service Employment Programs
Department of Employment and Workforce	Anderson, Clemson, Easley, and Seneca SC Works Centers	Required	Trade Adjustment Assistance Programs
Department of Employment and Workforce	Anderson, Clemson, Easley, and Seneca SC Works Centers	Required	Unemployment Compensation Programs
	Off Site	Required	YouthBuild Programs
Department of Social Services	Clemson SC Works	Required	Temporary Assistance for Needy Families (TANF) Programs
Department of Social Services	Clemson SC Works	Optional	Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T)
	Off Site	Required	Second Chance Programs

MOU ATTACHMENT C

CROSS REFERRAL AGREEMENT

1. The parties agree that each partner shall receive referrals from and make referrals to the SC Works system in accordance with this Cross Referral Agreement.

- (a) Referral Definition

- A referral is defined as a good faith effort by each local SC Works Partner to direct customers to the right service at the right time.

Referrals are made in SC Works Online Services (SCWOS), or if the partner does not have a SCWOS staff account, the Partner Referral Form (Attachments C-1).

Referrals between Parties will be counted when a Referral Form is received by any one partner. It will be incumbent on each partner to follow-up with referrals received from other Parties, to facilitate each partner's individual intake process.

2. Each partner will use the attached referral form or SCWOS Referral in referring individuals for services they are not able to provide. This agreement will be updated to include any necessary performance standards, tracking requirements, etc. as WIOA implementation progresses.
3. The parties agree to make discussion of the referral process (for review and enhancement) a permanent agenda item at all regularly scheduled partner meetings, to include:
 - ◇ Provide feedback on the success of cross-referral arrangements;
 - ◇ Cross-train their respective staffs;
 - ◇ Consider co-enrollment options and practices;
 - ◇ Consider the effect of cross-referrals on mutual performance expectations; and
 - ◇ Constantly improve the joint delivery of services to customers.

MOU ATTACHMENT C-1

Referral *

(Please fill out and send with customer upon referral OR EMAIL TO APPROPRIATE PARTNER)

Date Referred: _____ Last 4 Digits of SS#: _____ Phone # _____

Customer's Name:

Last	First	MI
------	-------	----

Email: _____ Alternate Contact Information: _____

REFERRED FROM:

AGENCY: _____

YOUR NAME & TITLE: _____

YOUR PHONE #: _____ YOUR EMAIL: _____

REFERRED TO:

AGENCY: _____ PROGRAM: _____

NAME & TITLE: _____

DESCRIPTION OF SERVICES YOUR CUSTOMER NEEDS:

If an Employment Assessment and/or Plan has been completed at your agency, please document and provide client with the Assessment and/or Plan to bring or take to his/her initial visit resulting from this referral. Please add any comments that will assist the "Referred To" agency in assisting this individual:

DESCRIPTION OF WHEN, HOW, OR IF YOU NEED FEEDBACK ON THIS REFERRAL:

FOR OFFICE USE ONLY:

DATE RECEIVED: _____ INITIALS: _____

PLEASE RETAIN COPY FOR CLIENT'S CASE FILE (SCAN)

CASE NOTE REQUIRED FOR CONTACT ATTEMPTS, APPOINTMENTS, RESULTS, ETC.

***ALL PARTIES WITH SCWOS ACCOUNTS WILL UTILIZE THE REFERRAL SYSTEM IN SCWOS.**

MOU ATTACHMENT D

SC Works Civility Policy

Regardless of role or position, all staff within the SC Works system is expected to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management bears a responsibility to ensure that respectful behaviors are exhibited at all times and to address those which are not. Indeed, management should exemplify the behavior expected of all staff in maintaining a positive and productive work culture.

Respectful workplace behaviors are those that promote positivity and professionalism including, but not limited to:

- Using respectful and courteous language in all interactions;
- Questioning an individual's position on an issue politely and seeking to understand his/her position;
- Giving an individual direct, non-personal feedback and where appropriate, in a private setting;
- Not displaying a negative attitude and understanding how one's attitude can affect the work environment;
- Approaching conflict with maturity and a true desire for resolution rather than an opportunity to disagree;
- Respecting the chain of command and raising concerns to management at the appropriate time/place and with the appropriate tone; and
- Using discretion when communicating about issues that may be considered to be personal.

Inappropriate or unacceptable workplace behaviors are statements or acts that may negatively impact the work environment including, but not limited to:

- Using profane, abusive, vulgar, or harassing language;
- Berating or unnecessarily criticizing people in public;
- Gossiping;
- Deliberately embarrassing people;
- Using e-mail or text messages as a shield for rudeness or to further any other inappropriate or unacceptable workplace behaviors; and
- Addressing people in an unprofessional manner or tone.

All SC Works system staff and management have a responsibility to act in good faith towards maintaining a culture of inclusion, dignity, and understanding for all stakeholders in the workforce system. Disputes should be addressed using approaches that facilitate clear communication and respectful interactions that lead to mutually acceptable solutions. For disputes that cannot be resolved informally, the following mediation/resolution process shall be followed.

1. Should informal efforts fail, the authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), shall meet to mediate and resolve the situation.
2. Should these efforts fail, the situation shall be referred to the chair of the Local Workforce Development Board who shall designate an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail, and/or situations reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.

4. The Chair will designate the Executive Committee or an ad hoc committee of at least five SWDB members to mediate with the parties involved and attempt to resolve the dispute.
5. The SWDB will hear the dispute and provide a recommendation within 60 days.
6. The parties will be notified in writing of the SWDB recommendation within 20 days.

WorkLink All Centers

Total Local Area Operating Budget for PY2022

Attachment E

July 1, 2022 - June 30, 2023

FTE Cost Allocation Methodology

Infrastructure Costs	Anderson	Clemson	Easley	Seneca	Totals
Rent (Clemson)	9,246.00	120,440.00	4,800.00	13,728.00	148,214.00
Security System	-	780.00	-	-	780.00
Utilities	665.70	11,500.00	-	-	12,165.70
Janitorial/Maintenance	-	17,500.00	-	-	17,500.00
Landscaping	-	-	-	-	-
General Repair	-	6,000.00	-	-	6,000.00
Pest Control	-	550.00	-	-	550.00
Depreciation (if applicable)*	-	-	-	-	-
Internet/VOIP	1,500.00	11,804.00	-	-	13,304.00
Public Access PC Costs	864.00	1,677.50	288.00	480.00	3,309.50
Equipment Maintenance/Rental	-	1,372.50	-	-	1,372.50
Common area supplies**	1,731.32	5,941.06	545.13	1,575.44	9,792.95
One-Time moving cost incidentals (IT set-up, phone support, s	1,000.00	-	-	-	1,000.00
Total Infrastructure Costs	\$ 15,007.02	\$ 177,565.06	\$ 5,633.13	\$ 15,783.44	\$ 213,988.65
Carl D. Perkins - Rent Reduction	-	-	1,566.00	4,482.00	6,048.00
Less Cash Contributions	-	-	1,566.00	4,482.00	6,048.00
Less Non-personnel In-kind Contributions	-	\$ -	-	-	-
Balance	\$ 15,007.02	\$ 177,565.06	\$ 4,067.13	\$ 11,301.44	\$ 207,940.65
Additional Shared Services Costs					
Joint Staff Training		1,900.00	-	-	1,900.00
Job Fair/Hiring Events/Business Svc Materials		3,000.00	-	-	3,000.00
Signage and Outreach		3,000.00	-	-	3,000.00
Total Additional Costs	\$ -	\$ 7,900.00	\$ -	\$ -	\$ 7,900.00
Less Cash Contributions	-	-	-	-	-
Less Non-personnel In-kind Contributions	-	\$ -	-	-	-
Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total Budget	\$ 15,007.02	\$ 185,465.06	\$ 4,067.13	\$ 11,301.44	\$ 215,840.65

*Quarterly costs from previous program year were annualized to project a baseline budget.

WorkLink - Anderson SC Works Center
Total Local Area Operating Budget for PY2022
July 1, 2022 - June 30, 2023
FTE Cost Allocation Methodology

Number of FT Employees	3.10	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	1.00	0.00
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Anderson												
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	Adult Ed	WIOA	Other***
Rent	9,246.00	5,965.16	-	-	-	-	-	-	298.26	-	2,982.58	-
Security System	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	665.70	429.48	-	-	-	-	-	-	21.47	-	214.74	-
Janitorial/Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Landscaping	-	-	-	-	-	-	-	-	-	-	-	-
General Repair	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation (if applicable)*	-	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	1,500.00	967.74	-	-	-	-	-	-	48.39	-	483.87	-
Public Access PC Costs	864.00	557.42	-	-	-	-	-	-	27.87	-	278.71	-
Equipment Maintenance/Rental	-	-	-	-	-	-	-	-	-	-	-	-
Common area supplies**	1,731.32	1,116.98	-	-	-	-	-	-	55.85	-	558.49	-
One-Time moving cost incidentals (IT set-up, p	1,000.00	645.16	-	-	-	-	-	-	32.26	-	322.58	-
Other - please list	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 15,007.02	\$ 9,681.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 484.10	\$ -	\$ 4,840.97	\$ -

Carl D. Perkins - Rent Reduction	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less Cash Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less Non-personnel In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Balance	\$ 15,007.02	\$ 9,681.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 484.10	\$ -	\$ 4,840.97	\$ -

Number of FTEs cost sharing Additional Costs	0											
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Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	Adult Ed	WIOA	Other
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Grand Total Budget	\$ 15,007.02	\$ 9,681.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 484.10	\$ -	\$ 4,840.97	\$ -
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Less Cash Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Balance	\$ 15,007.02	\$ 9,681.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 484.10	\$ -	\$ 4,840.97	\$ -

*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution
**All staff purchase their own supplies- only resource room and common area supplies are shared
***Add additional columns as needed

WorkLink - Easley SC Works Center

Total Local Area Operating Budget for PY2022

July 1, 2022 - June 30, 2023

FTE Cost Allocation Methodology

Number of FT Employees	0.90	0.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	0.40	0
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Easley													
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	Adult Ed	WIOA	SCCB	
Rent	4,800.00	2,133.33	-	-	-	-	-	-	533.33	-	2,133.33	-	
Security System	-	-	-	-	-	-	-	-	-	-	-	-	
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	
Janitorial/Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	
Landscaping	-	-	-	-	-	-	-	-	-	-	-	-	
General Repair	-	-	-	-	-	-	-	-	-	-	-	-	
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-	
Depreciation (if applicable)*	-	-	-	-	-	-	-	-	-	-	-	-	
Telephone (if applicable)	-	-	-	-	-	-	-	-	-	-	-	-	
Public Access PC Costs	288.00	128.00	-	-	-	-	-	-	32.00	-	128.00	-	
Equipment Maintenance/Rental	-	-	-	-	-	-	-	-	-	-	-	-	
Common area supplies**	545.13	242.28	-	-	-	-	-	-	60.57	-	242.28	-	
Other - please list	-	-	-	-	-	-	-	-	-	-	-	-	
Other - please list	-	-	-	-	-	-	-	-	-	-	-	-	
Other - please list	-	-	-	-	-	-	-	-	-	-	-	-	
Total Infrastructure Costs	\$ 5,633.13	\$ 2,503.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 625.90	\$ -	\$ 2,503.61	\$ -	

Carl D. Perkins - Rent Reduction	\$ 1,566.00	696.00	-	-	-	-	-	-	174.00	-	696.00	-	
Less Cash Contributions	\$ 1,566.00	696.00	-	-	-	-	-	-	174.00	-	696.00	-	
Less Non-personnel In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	
Balance	\$ 4,067.13	\$ 1,807.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 451.90	\$ -	\$ 1,807.61	\$ -	

Number of FTEs cost sharing Additional Costs	0												
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Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	Adult Ed	WIOA	Other	
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Additional Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	
Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Grand Total Budget	\$ 5,633.13	\$ 2,503.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 625.90	\$ -	\$ 2,503.61	\$ -	
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Less Cash Contributions	\$ 1,566.00	\$ 696.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 174.00	\$ -	\$ 696.00	\$ -	
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	
Balance	\$ 4,067.13	\$ 1,807.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 451.90	\$ -	\$ 1,807.61	\$ -	

*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution

**All staff purchase their own supplies- only resource room and common area supplies are shared

***Add additional columns as needed

Clemson SC Works Center
Total Local Area Operating Budget for PY2022
July 1, 2022 - June 30, 2023
FTE Cost Allocation Methodology

Number of FT Employees	26.1	7.6	2.0	0.0	0.0	2.0	4.0	1.0	0.1	0.2	8.2	0.0	0.0	0.0	0.0	1
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	Clemson SC Works																			
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	Adult Ed	WIOA	Perkins	Title V	Job Corps	Native Amer.	Youthbuild	CSBG (SHARE)	HUD	2nd Chance	SCCB
Rent	120,440.00	35,070.65	9,229.12	-	-	9,229.12	18,458.24	4,614.56	461.46	922.91	37,839.39	-	-	-	-	-	-	-	-	4,614.56
Security System (Shredding)	780.00	227.13	59.77	-	-	59.77	119.54	29.89	2.99	5.98	245.06	-	-	-	-	-	-	-	-	29.89
Utilities	11,500.00	3,348.66	881.23	-	-	881.23	1,762.45	440.61	44.06	88.12	3,613.03	-	-	-	-	-	-	-	-	440.61
Janitorial/Maintenance	17,500.00	5,095.79	1,341.00	-	-	1,341.00	2,681.99	670.50	67.05	134.10	5,498.08	-	-	-	-	-	-	-	-	670.50
Landscaping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
General Repair	6,000.00	1,747.13	459.77	-	-	459.77	919.54	229.89	22.99	45.98	1,885.06	-	-	-	-	-	-	-	-	229.89
Pest Control	550.00	160.15	42.15	-	-	42.15	84.29	21.07	2.11	4.21	172.80	-	-	-	-	-	-	-	-	21.07
Depreciation (if applicable)*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	11,804.00	3,437.18	904.52	-	-	904.52	1,809.04	452.26	45.23	90.45	3,708.54	-	-	-	-	-	-	-	-	452.26
Public Access PC Costs	1,677.50	488.47	128.54	-	-	128.54	257.09	64.27	6.43	12.85	527.03	-	-	-	-	-	-	-	-	64.27
Equipment Maintenance/Rental (HVAC Only)	1,372.50	399.66	105.17	-	-	105.17	210.34	52.59	5.26	10.52	431.21	-	-	-	-	-	-	-	-	52.59
Common area supplies**	5,941.06	1,729.96	455.25	-	-	455.25	910.51	227.63	22.76	45.53	1,866.54	-	-	-	-	-	-	-	-	227.63
Other - please list				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 177,565.06	\$ 51,704.77	\$ 13,606.52	\$ -	\$ -	\$ 13,606.52	\$ 27,213.04	\$ 6,803.26	\$ 680.33	\$ 1,360.65	\$ 55,786.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,803.26

Less Cash Contributions	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less Non-personnel In-kind Contributions	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Balance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$

Number of FTEs cost sharing Additional Costs	0	
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Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	Adult Ed	WIOA	Perkins	Title V	Job Corps	Native Amer.	Youthbuild	CSBG	HUD	2nd Chance	Other***
Joint Staff Training	\$ 1,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Job Fair/Hiring Events/Business Svc Materials	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage and Outreach	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Costs	\$ 7,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less Cash Contributions	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Balance	\$ 7,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total Budget	\$ 185,465.06	\$ 51,704.77	\$ 13,606.52	\$ -	\$ -	\$ 13,606.52	\$ 27,213.04	\$ 6,803.26	\$ 680.33	\$ 1,360.65	\$ 55,786.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,803.26
Less Cash Contributions	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Balance	\$ 185,465.06	\$ 51,704.77	\$ 13,606.52	\$ -	\$ -	\$ 13,606.52	\$ 27,213.04	\$ 6,803.26	\$ 680.33	\$ 1,360.65	\$ 55,786.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,803.26

*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution
**All staff purchase their own supplies- only resource room and common area supplies are shared
***Add additional columns as needed

WorkLink - Seneca SC Works Center

Total Local Area Operating Budget for PY2022

July 1, 2022 - June 30, 2023

FTE Cost Allocation Methodology

Number of FT Employees	2.20	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.20	0.00	1.00	0.00
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	Seneca											
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	Adult Ed	WIOA	SCCB
Rent	13,728.00	6,240.00	-	-	-	-	-	-	1,248.00	-	6,240.00	-
Security System		-	-	-	-	-	-	-	-	-	-	-
Utilities		-	-	-	-	-	-	-	-	-	-	-
Janitorial/Maintenance		-	-	-	-	-	-	-	-	-	-	-
Landscaping		-	-	-	-	-	-	-	-	-	-	-
General Repair		-	-	-	-	-	-	-	-	-	-	-
Pest Control		-	-	-	-	-	-	-	-	-	-	-
Depreciation (if applicable)*		-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	-	-	-	-	-	-	-	-	-	-	-	-
Public Access PC Costs	480.00	218.18	-	-	-	-	-	-	43.64	-	218.18	-
Equipment Maintenance/Rental		-	-	-	-	-	-	-	-	-	-	-
Common area supplies**	1,575.44	716.11	-	-	-	-	-	-	143.22	-	716.11	-
Other - please list		-	-	-	-	-	-	-	-	-	-	-
Other - please list		-	-	-	-	-	-	-	-	-	-	-
Other - please list		-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 15,783.44	\$ 7,174.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,434.86	\$ -	\$ 7,174.29	\$ -

Carl D. Perkins - Rent Reduction	\$ 4,482.00	2,037.27	-	-	-	-	-	-	407.45	-	2,037.27	-
Less Cash Contributions	\$ 4,482.00	\$ 2,037.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 407.45	\$ -	\$ 2,037.27	\$ -
Less Non-personnel In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Balance	\$ 11,301.44	\$ 5,137.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,027.40	\$ -	\$ 5,137.02	\$ -

Number of FTEs cost sharing Additional Costs	0											
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Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	Adult Ed	WIOA	Other
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Grand Total Budget	\$ 15,783.44	\$ 7,174.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,434.86	\$ -	\$ 7,174.29	\$ -
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Less Cash Contributions	\$ 4,482.00	\$ 2,037.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 407.45	\$ -	\$ 2,037.27	\$ -
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-
Balance	\$ 11,301.44	\$ 5,137.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,027.40	\$ -	\$ 5,137.02	\$ -

*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution

**All staff purchase their own supplies- only resource room and common area supplies are shared

***Add additional columns as needed

FTE Cost Allocation Methodology

Total WorkLink SC Works Centers	
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
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21	21
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83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

Number of FTEs cost sharing Additional Costs	0	
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[illegible][illegible]

SC Works WorkLink

STAFFING ADDENDUM SIGNATURE SHEET

Date Prepared: 4/8/2022 (Original)

Local Area: SC Works WorkLink, 1376 Tiger Blvd, Ste 102, Clemson SC

This addendum has the following effect on SC Works partners’ proportionate shares for the following locations/suites:

Comprehensive Center	SC Works Anderson	SC Works Seneca	SC Works Easley
Clemson SC Works 1376 Tiger Blvd, Ste 102 Clemson, SC 29631	Anderson SC Works 1428 Pearman Dairy Rd Anderson, SC 29626	Seneca SC Works Center 104 Vocational Dr Seneca, SC 29672	Easley SC Works 1774 Powdersville Hwy Easley, SC 29642

	WIOA Funded Staff	DSS Funded Staff	VR Funded Staff	DEW Funded Staff	Adult Ed Funded Staff	SCCB Funded Staff	Total Center Staff	Proportionate Share %					
								WIOA	DSS	VR	DEW	Ad Ed	SCCB
SC Works Anderson	1	0	0.1	2	0	0	3.1	32.3%	0.0%	3.2%	64.5%	0.0%	0.0%
SC Works Clemson	8.2	5	0.1	11.6	0.2	1	26.1	31.4%	19.2%	0.4%	44.4%	0.8%	3.8%
SC Works Easley	0.4	0	0.1	0.4	0	0	0.9	44.4%	0.0%	11.1%	44.4%	0.0%	0.0%
SC Works Seneca	1	0	0.2	1	0	0	2.2	45.5%	0.0%	9.1%	45.5%	0.0%	0.0%

Reason for Addendum: Staffing levels will determine the proportionate share percentage of facility costs for which each partner will be responsible for by location. Staffing counts should be based on planned staffing levels for the duration of the PY. During the PY, should permanent staffing changes occur, a partner may submit a written request to execute a revised addendum. Any modification to the addendum must have an agreed upon effective date and be signed by all partners.

PY2022

Staff Name (includes ALL Center staff)	Center and Program Assigned to Work	# of Days and/or Half-days Assigned to Work per Week (e.g.: 1 day= .20; half-day= .10)
Victoria DeBenedetto	Anderson SC Works Center, Wagner Peyser	.4 days per week
Ashlee Perez-Roces	Anderson SC Works Center, Wagner Peyser	.6 days per week
Janice Chastain	Anderson SC Works Center, Wagner Peyser	5 days per week
Jeff Snider	Anderson SC Works Center, WIOA	5 days per week
Julie Teague	Anderson SC Works Center, VR	.1 (or half day) per week
Pat Pruitt	Clemson SC Works Center, Wagner Peyser	5 days per week
Diana Goldwire	Clemson SC Works Center, Wagner Peyser	1 FTE
Ginger Davis	Clemson SC Works Center, Wagner Peyser	5 days per week
Victoria DeBenedetto	Clemson SC Works Center, Wagner Peyser	.6 days per week
UI - TBD	Clemson SC Works Center, UI	5 days per week
Chipper Williams	Clemson SC Works Center, Wagner Peyser	5 days per week
Dana Sullivan	Clemson SC Works Center, Wagner Peyser	5 days per week
Leanne Cobb	Clemson SC Works Center, Wagner Peyser	5 days per week
Brent Oxley	Clemson SC Works Center, Wagner Peyser	5 days per week
Cindy Sprinkle	Clemson SC Works Center, Veterans	5 days per week
Jeff Wilcox	Clemson SC Works Center, Veterans	5 days per week
Julie Stephenson	Clemson SC Works Center, UI	5 days per week
JT Parnell	Clemson SC Works Center, WIOA	5 days per week
SCCB - TBD	Clemson SC Works Center, SCCB	5 days per week
Charlotte McDonald	Clemson SC Works Center, WIOA	5 days per week
William Hunter	Clemson SC Works Center, WIOA	.6 (or 3 days) per week
Vicky Sexton	Clemson SC Works Center, WIOA	5 days per week
Trent Acker	Clemson SC Works Center, WIOA	5 days per week
Jennifer Kelly	Clemson SC Works Center, WIOA	5 days per week
Windy Graham	Clemson SC Works Center, WIOA	5 days per week
Sharon Crite	Clemson SC Works Center, WIOA	5 days per week
Meredith Durham	Clemson SC Works Center, WIOA	3 days per week
Ieasha Lewis	Clemson SC Works Center, DSS SNAP	5 days per week
Shea Marsden	Clemson SC Works Center, DSS TANF	5 days per week
Cynthia Devine	Clemson SC Works Center, DSS TANF	5 days per week
TANF - TBD	Clemson SC Works Center, DSS TANF	5 days per week
TANF - TBD	Clemson SC Works Center, DSS TANF	5 days per week
VR - TBD	Clemson SC Works Center, VR	.1 (or 1/2 day) per week

AE - TBD	Clemson SC Works Center, Adult Ed	.2 (or 2 half days) per week
Ashley Perez-Roces	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
Vicky Sexton	Easley SC Works Center, WIOA	.4 (or 2 days) per week
Jeremy Hobbs	Easley SC Works Center, VR	.1 (or ½ day) per week
Stephanie Blake	Seneca SC Works Center, Wagner Peyser	5 days per week
Leslie Thrasher	Seneca SC Works Center, WIOA	5 days per week
Jeremy Hobbs	Seneca SC Works Center, VR	.2 (or 1 day) per week

Agreement Period as of this Addendum

Beginning Date: 7/1/2022

Ending Date: 6/30/2023

Except as hereby amended, all terms and conditions of said agreement remain unchanged and in full force and effect.

Approved for Local Area:

Staff Name:

Steve Pellissier

Title:

SCACOG, Executive Director

Signature

Date

Approved for Partner:

Staff Name:

Title:

Signature

Date

Approved for Partner:

Staff Name:

Title:

Signature

Date

Approved for Partner: SC Department of Social Services

Title: Director, Division of Employment Services

Tammy James

Signature

Date

Digitally signed by Tammy James
Date: 2022.05.13 14:43:44 -04'00'

Approved for Partner:

Staff Name:

Title:

Signature

Date

Staff Name:

Title:

Signature

Date

AE - TBD	Clemson SC Works Center, Adult Ed	.2 (or 2 half days) per week
Ashley Perez-Roces	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
Vicky Sexton	Easley SC Works Center, WIOA	.4 (or 2 days) per week
Jeremy Hobbs	Easley SC Works Center, VR	.1 (or ½ day) per week
Stephanie Blake	Seneca SC Works Center, Wagner Peyser	5 days per week
Leslie Thrasher	Seneca SC Works Center, WIOA	5 days per week
Jeremy Hobbs	Seneca SC Works Center, VR	.2 (or 1 day) per week

Agreement Period as of this Addendum

Beginning Date: 7/1/2022

Ending Date: 6/30/2023

Except as hereby amended, all terms and conditions of said agreement remain unchanged and in full force and effect.

Approved for Local Area:

Staff Name: Steve Pelissier
Title: SCACOG, Executive Director

Approved for Partner: EckerdConnects

Title: VP of Operations (Kalen J. Kunkel)
Kalen Kunkel

Signature Date 6/30/22

Approved for Partner:

Staff Name:
Title:

Approved for Partner:

Staff Name:
Title:

Signature Date

Approved for Partner:

Staff Name:
Title:

Staff Name:

Title:

Signature Date

AE - TBD	Clemson SC Works Center, Adult Ed	.2 (or 2 half days) per week
Ashley Perez-Roces	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
Vicky Sexton	Easley SC Works Center, WIOA	.4 (or 2 days) per week
Jeremy Hobbs	Easley SC Works Center, VR	.1 (or ½ day) per week
Stephanie Blake	Seneca SC Works Center, Wagner Peyser	5 days per week
Leslie Thrasher	Seneca SC Works Center, WIOA	5 days per week
Jeremy Hobbs	Seneca SC Works Center, VR	.2 (or 1 day) per week

Agreement Period as of this Addendum

Beginning Date: 7/1/2022

Ending Date: 6/30/2023

Except as hereby amended, all terms and conditions of said agreement remain unchanged and in full force and effect.

Approved for Local Area:

Staff Name:

Title:

Steve Pellissier

SCACOG, Executive Director

Signature

Date

Approved for Partner:

Staff Name:

Title:

Signature

Date

Approved for Partner:

Staff Name:

Title:

Signature

Date

Approved for Partner: SCVRD

Title: Director of Planning + Program Evaluation

Signature

Date

6-21-22

Approved for Partner:

Staff Name:

Title:

Signature

Date

Staff Name:

Title:

Signature

Date

MOU Attachment G

CONFIDENTIALITY AGREEMENT

BETWEEN

THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

AND

WORKLINK WORKFORCE DEVELOPMENT AREA

This Confidentiality Agreement is entered into as of July 1, 2022, by and between the South Carolina Department of Employment and Workforce (DEW) and the WorkLink Workforce Development Area (“LWDA”).

PURPOSE: The purpose of this Agreement is to address the confidentiality requirements for LWDA to use the DEW Workforce Information Portal in order to have limited access to unemployment insurance (UI) claimant data that will be used to determine an individual’s potential eligibility for training and employment services programs under the Workforce Investment Act (“WIA”) and the Workforce Innovation and Opportunity Act (“WIOA”), effective July 1, 2015, and for LWDA outreach for employment and training opportunities.

ARTICLE I

DURATION OF AGREEMENT

This Agreement shall take effect upon the signatures of both parties and shall terminate at the end of the third program year, June 30, 2025. This agreement may be renewed as permitted by federal and state law. The confidentiality requirements of this Agreement shall survive the term of this Agreement.

This Agreement may be amended in the event of changes in federal or state law, including but not limited to changes regarding the confidentiality of Unemployment Compensation (UC) information.

ARTICLE II

APPLICABLE CONFIDENTIALITY LAWS AND REGULATIONS

The parties agree to comply with all applicable federal and state laws, regulations, and guidance, including but not limited to:

1. The Privacy Act of 1974, 5 U.S.C. §552a;
2. The Family Privacy Protection Act, S.C. Code Ann. §§ 30-2-10, *et. seq.*;
3. The South Carolina Department of Employment and Workforce law, S.C. Code Ann. §41-27-10, *et seq.*, including §§ 41-29-150 through 170;
4. Federal-State Unemployment Compensation (UC) Program; Confidentiality and Disclosure of State UC Information, 20 C.F.R. Part 603;

5. Tax Information Security Guidelines for Federal, State and Local Agencies, IRS Publication 1075;
6. Office of Management and Budget M-07-16; and
7. SC Department of Employment and Workforce Personal Identification Information (PII) Handling and Confidentiality Policy.

ARTICLE III

DEFINITIONS

1. CONFIDENTIAL INFORMATION

Confidential information includes information in DEW's records that pertain to the administration of UI benefits, including wage reports. See 20 C.F.R. Part 603.2. The types of data include, but are not limited to, an individual's and/or employing unit's:

1. Name, Address, Email, and Phone Number;
2. Last four digits of Social Security Number;
3. Whether an individual is receiving Unemployment Insurance;
4. Most recent employer;
5. Any identifying particulars that in combination with publicly accessible information would identify the individual or employing unit.

2. PERSONALLY IDENTIFIABLE INFORMATION

Personally identifiable information (PII) is the information that can be used to uniquely identify, contact, or locate specific individuals. Examples of PII elements include: name, address, date of birth, race, gender, telephone number, official government issued identification numbers, Social Security benefit data, tax data, and financial, medical and employment information.

ARTICLE IV

INFORMATION DISCLOSED PURSUANT TO THIS AGREEMENT

This Agreement is limited to the disclosure of information that is received by LWDA for the purposes outlined in this Agreement only.

Information disclosed pursuant to this agreement includes information contained in the following data systems:

DEW Workforce Information Portal ("Portal").

ARTICLE V

PURPOSES FOR REQUESTING INFORMATION

Information that is requested or received by LWDA, pursuant to this Agreement, is limited to the information permitted by federal and state law and to the information needed by LWDA staff for determining an individual's potential eligibility in WIA or WIOA programs for training and employment services and for LWDA outreach for employment and applicable training opportunities.

ARTICLE VI

REQUIRED SAFEGUARDS

Both the recipient agency/entity and the individual recipient of confidential information and PII are subject to several required safeguards.

The individual recipient of any confidential information is required to:

1. Use the disclosed information only for purposes authorized by law and consistent with this Agreement;
2. Store the disclosed information in a place physically secure from access by unauthorized persons;
3. Undertake precautions to ensure that only authorized personnel have access to disclosed information in hardcopy form.
4. Store and process disclosed information maintained in electronic format in such a way that unauthorized persons cannot obtain the information by any means; and
5. Undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
 - a. Precautions include not saving UC information and PII exported from the Portal into spreadsheets or other documents in shared folders with unauthorized personnel.

The agency/entity recipient of any confidential information and PII is required to:

1. Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this Agreement, and the sanctions specified by South Carolina law for unauthorized disclosure of confidential information.
2. Sign an acknowledgement that all personnel, including contractors and service providers, having access to the disclosed information have been instructed in accordance with this Agreement and will adhere to DEW's confidentiality requirements and procedures. (See Attachment A).

- a. It is the understanding pursuant to this Agreement that the LWDA will be working on this project exclusively. Prior to any additional personnel, contractors, or service providers of the LWDA joining this project, the LWDA will notify DEW so the acknowledgement can be executed prior to any disclosure to the additional personnel.
3. Dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means the return of the information to DEW or destruction of the information, as instructed and approved by DEW. If destruction of the information is requested by DEW, LWDA will destroy the information within an approved timeframe. LWDA will provide a certificate of destruction.
4. Maintain a system sufficient to allow an audit of compliance with the requirements of this Agreement.

ARTICLE VII

REDISCLASURE OF CONFIDENTIAL UC INFORMATION

LWDA is not authorized to redisclose any confidential information without prior authorization from DEW. Specifically, LWDA is not authorized to disclose the unemployment insurance status.

Should the situation arise where LWDA seeks authorization to redisclose confidential information from the Portal, there are limited exceptions that DEW authorizes redisclosure of confidential UC information. The only exceptions are as follows:

1. To the individual or employer who is the subject of the information;
2. To an attorney or other duly authorized agent representing the individual or employer;
3. In any civil or criminal proceedings for or on behalf of a recipient agency or entity;
4. In response to a subpoena as provided in 20 C.F.R. § 603.7;
5. To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;
6. From one public official to another if the redisclosure is authorized by the State law;
7. When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or

8. When specifically authorized by a written release that meets the requirements of 20 C.F.R. § 603.5(d) (to a third party with informed consent).

Information redisclosed under subsections (5) & (6) above are also subject to the safeguards outlined in Article V. Required Safeguards of this Agreement.

The requirements of this Article do not apply to disclosures of UC information to a Federal agency which DEW has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

ARTICLE VIII

METHODS AND TIMING OF REQUESTS FOR INFORMATION

This Agreement must include “the methods and timing of requests for information and responses to those requests, including the format to be used.” (20 C.F.R. § 603.10(b)(1)(iii). DEW will provide a user name and password to the authorized employees that will access the Portal.

LWDA agrees to safeguard this information as described in federal and state law, including but not limited 20 C.F.R. §603. LWDA will instruct the designated employees, designated contractors, and designated service providers that information is provided so that the disclosure of this information is limited to the purpose of this agreement and limited to only necessary employees, contractors, and service providers. LWDA will agree to limit the access of the data to designated employees, designated contractors, and designated service providers that will sign the Confidentiality Agreement (See Attachment A).

In the event the designated employee is discharged or leaves his or her position with LWDA, LWDA insures the former employee will not have access to the information contained therein, and **LWDA will notify DEW that the former employee’s user name and password should be revoked.**

Access to confidential information will only be granted through the Portal Information used from the Portal in any document and for any purpose is considered confidential and the provisions of this Agreement extend to all electronic, oral, and/or printed information. **Individuals with access to the Portal are prohibited from transferring DEW data to removable media and are prohibited from accessing the portal from personal devices.**

The confidentiality requirements of this Agreement survive the duration of this Agreement.

ARTICLE IX

COSTS FOR FURNISHING INFORMATION

Pursuant to 20 C.F.R. § 603.5, LWDA will not pay for the costs to DEW for furnishing information as LWDA is performing services that are part of providing workforce services to the local area.

ARTICLE X

ON-SITE INSPECTIONS

DEW reserves the right to conduct on-site inspections to assure that the requirements of State law and this Agreement are being met.

ARTICLE XI

BREACH, ENFORCEMENT, TERMINATION AND MODIFICATION

Breach: If any employee or agent thereof, fails to comply with any provision of this Agreement, the Agreement must be suspended, access to the Portal denied, and further disclosure of information (including any disclosure being processed) prohibited, until DEW is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, the agreement must be canceled, LWDA's access to the Portal will be revoked, and LWDA must be required to surrender to DEW all confidential UC information or PII (and copies thereof) obtained under the Agreement which has not previously been returned to DEW, and any other information relevant to the Agreement, or provide a certificate of destruction at DEW's request.

Both parties agree that each party shall be liable for its own acts and omissions, and the acts and omissions of its employees, agents and officers, and nothing within this agreement shall impute or transfer liability to the other party. This provision shall survive the expiration or termination of this Agreement, regardless of the reason for termination.

Enforcement: Pursuant to federal and state law, DEW must hold confidential and must not publish information that reveals an individual's or employing unit's identity and/or any identifying particulars. In the event an employee or member of DEW violates a state provision, the person must be fined not less than \$20.00 or more than \$500.00 and/or imprisoned for not longer than 90 days. SC Code Ann. § 41-29-150. DEW is permitted to disclose information under limited circumstances, including an agency or entity to which disclosures are permitted by federal statute or regulation. SC Code Ann. § 41-29-170(B)(1)(c).

DEW is permitted to disclose this information with conditions as outlined by federal regulation to LWDA, as described in this agreement. The confidentiality requirements and penalties that apply to DEW staff extend to LWDA employees covered under this Agreement.

Termination and Modification: This Agreement may be terminated by either party upon written notice, or immediately due to a breach or change in federal or state law. Should either party terminate this Agreement, LWDA employees shall no longer have access to confidential information from the DEW Workforce Information Portal and will be required, at DEW's discretion, to return or destroy any printed information and/or electronic files to the Office of General Counsel for DEW or provide a certificate of destruction, at DEW's request.

In the event there is a change in federal and or state law that nullifies any portion of this Agreement, the Agreement is immediately terminated and a new Agreement under the current law may be executed.

In addition, this Agreement is immediately terminable by DEW if it determines that the safeguards in the agreement are not adhered to by LWDA.

Revised FTE Methodology MOU Template

DEW reserves the right to deny access to an area or to individual employees of an area in the event of an investigation of a potential breach of this Agreement.

No amendments, modifications, changes, additions or deletions of the Agreement shall be valid unless in writing, signed by both parties and attached to this Agreement.

SUCCESSORS AND ASSIGNS: DEW and LWDA each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agrees that no party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other parties.

ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties. The contract is to be interpreted under the laws of the State of South Carolina.

The signatories hereunder warrant and declare that they are duly authorized to execute this Agreement by virtue of their position and title.

South Carolina Department of
Employment and Workforce


G, Daniel Ellzey
Executive Director


Date

WorkLink LWDA

(Signatory Official)

Date

**ATTACHMENT A – TO BE SIGNED BY AUTHORIZED EMPLOYEE(S)
CONFIDENTIALITY AGREEMENT**

REGARDING

CONFIDENTIAL INFORMATION FROM DEW

ORGANIZATION NAME	_____
EXECUTIVE SIGNATURE (Signatory Official)	_____
EMPLOYEE NAME	_____
EMPLOYEE POSITION	_____
DATE	_____

I understand that LWDA (“LWDA”) has received and will continue to receive confidential information from the South Carolina Department of Employment and Workforce (“DEW”) pursuant to the attached Agreement between the LWDA and DEW that became effective upon signature of the Agreement.

I have reviewed the terms of the Agreement and agree to:

- use confidential information only as authorized by DEW;
- safeguard all confidential information in accordance with this agreement and DEW’s confidentiality rules, including DEW’s PII policy and applicable federal and state laws and regulations; and
- not disclose this information without prior written authorization of DEW.

I understand the confidentiality terms of the Agreement survive the duration of the Agreement.

I further understand that unauthorized disclosure of confidential information could subject me to the penalties provided under S.C. Code Ann. § 41-29-150, in addition to other penalties and/or fines under state and/or federal law and regulations.

By my signature below, I certify I have read this Confidentiality Agreement and the attached Agreement and will abide by their terms

User

Signature _____ Date _____

SC APPALACHIAN COUNCIL OF GOVERNMENTS
for
WORKLINK WORKFORCE DEVELOPMENT BOARD
1376 Tiger Blvd, Suite 102, Clemson, SC 29631

GRANT AWARD

Grantee: Eckerd Kids, Inc
100 N. Starcrest Drive
Clearwater, FL 33765

Project Title: Local Resiliency Grant (Adult/DW)

Grant Number: 21LR895E1

Contact: Kal Kunkel
864.412.9514

Award Amount: \$180,447

Grant Period: December 1, 2021 to May 31, 2023


Conditions:

- Monthly Financial Status Reports/Requests for Payment, inclusive of all expenses up to and including the last day of the month, must be submitted to the fiscal contact no later than the 10th of the following month.
- All grant-funded activities must occur during the grant period of performance. The costs of activities taken prior to or after the grant end date will not be reimbursed through the grant.
- By accepting the award, the Grantee agrees to comply with the Grant Statement of Work, Terms and Conditions, and all applicable Federal and state laws, regulations, policies, and procedures.

Fiscal & Program Contact: Jennifer Kelly 864.646.5898 or jkelly@worklinkweb.com

In accordance with the provisions of the Workforce Innovation and Opportunity Act, funds are awarded in the amount shown above for the purposes specified in the Statement of Work. The acceptance of this award creates a contract between the South Carolina Appalachian Council of Governments and the Grantee named above, legally binding the Grantee to carry out the activities set forth in the Grant Agreement. The Grant Agreement consists of this Grant Award Signature Sheet, Part I – Program Statement of Work, Part II – Grant Budget, and Part III – Terms and Conditions + Local Addendum

Approved By:



Steven R. Pelissier
Executive Director

2/3/22

Date

Accepted By:

J. Anthony Van Slyke
Chief Financial Officer

Date

Part I

This agreement is entered into by SC Appalachian Council of Governments and Eckerd Kids, Inc on behalf of the WorkLink Workforce Development Area, pursuant to the provisions and regulations of the Workforce Innovation and Opportunity Act (WIOA).

1.0 Purpose

- 1.1 The purpose of this grant is to provide WIOA Statewide Activities funds, hereafter referred to as “Resiliency Funds,” to WorkLink’s Service Provider Eckerd Connects, hereafter referred to as the “Grantee,” to support staffing, participant, and operational costs.

2.0 Terms of Agreement

- 2.1 Grant funds will be used in compliance with the provisions of WIOA Public Law 113-128 and implementing Federal regulations, the Office of Management and Budget’s (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), State law, and policies and procedures applicable to the Grant Agreement.

3.0 Period of Performance

- 3.1 The grant award is for a period of 18 months, from December 1, 2021 – May 31, 2023. All grant-funded activity must be completed by May 31, 2023, as DEW will not extend the period of performance.

4.0 Obligation and Fund Utilization Requirements

- 4.1 The Grantee must spend at least 70% of the Resiliency Funds by November 30, 2022.

5.0 Use of Funds

- 5.1 The Grantee may utilize Resiliency Funds for program salaries/fringe benefits, participant activities, participant services, and operational costs as seen in Part II – Grant Budget.
- 5.2 The Grantee may not use Resiliency funding for Capital Expenditures, including center or building improvements, except for the purchase of General-Purpose Equipment as defined at 2 CFR 200.1 and on the WIOA Equipment/Capital Expenditure Approval Form. Center improvements are improvements to the physical building (internal and external) and grounds of an SC Works center.
- 5.3 Expenditures for Equipment cannot exceed \$50,000. The Grantee must receive prior written approval for the purchase of Equipment from WorkLink. The Grantee can obtain prior written approval by completing and submitting the WIOA Equipment/Capital Expenditure Approval Form with supporting documentation. WorkLink will review the form and submit to DEW for approval or denial prior to the purchase.
- 5.5 The Grantee must develop SC Works outreach materials in accordance with the “Your Next Step” SC Works Branding Guide.
- 5.6 The Grantee may not use Resiliency funds for the following activities/purchases:
- Promotional items or giveaways

- Radio/TV advertisements (that overlap or duplicate statewide efforts)
- Capital Expenditures (except General Purpose Equipment)
- Building/center improvements
- Center relocation expenses
- Costs associated with contract termination
- Ventilation, air purification, ultra-violet disinfecting lights, and similar items

5.7 The Grantee is required to follow the Procurement Standards outlined in the Cost Principles and Audit Requirements for Federal Awards, at 2 CFR 200.317 thru 200.327, when obtaining goods and services through the Resiliency Grant.

6.0 **Sub-Tier Agreements and Contracts**

6.1 The Grantee must submit to the WorkLink Program Contact, fully executed copies of all sub-tier agreements and contracts written under this grant.

7.0 **Reporting Requirements**

7.1 Monthly Financial Status Reports (FSRs), inclusive of all expenses up to and including the last day of the month, must be submitted to the fiscal contact no later than the 10th of the following month. Expenditures are cumulative and must be reported on an accrual basis.

7.2 A Request for Payment (RFP) must be submitted each time the Grantee wishes to draw down funds, along with proper supporting documentation of disbursements previously drawn down.

7.3 If requested, the Grantee will submit data or responses to questions for a quarterly progress report WorkLink must submit to DEW no more than 30 days after the end of each program quarter. The first quarterly report is due no later than April 30, 2022. WorkLink will supply the form and instructions prior to the due date.

7.4 The Grantee will submit a complete Grant Closeout Report to WorkLink no later than August 10th after the grant end date. WorkLink will supply the closeout forms and instructions prior to grant expiration.

7.5 All funds not expended by the end of the grant will be de-obligated and returned to WorkLink.

7.6 The Grantee will provide reports to the WorkLink Workforce Development Board, its committees and other stakeholders, upon request. WorkLink staff may additionally request the Grantee to attend periodic meetings and roundtables to discuss the progress of the grant, share best practices, and work through common issues.

8.0 **Eligibility and Data Entry Requirements**

8.1 All individuals receiving direct services through WIOA Adult, Dislocated Worker programs must be eligible and enrolled prior to participation in any program activity, including activities where the primary cost is staff time.

8.2 The SC Works Online Services System (SCWOS) must be used to determine individual eligibility for WIOA programs and to track participant activity, employer services, and performance data.

9.0 **Monitoring and Oversight**

- 9.1 The Grantee is subject to programmatic and financial compliance monitoring, which will be performed at least once per year.
- 9.2 The Grantee must provide proper oversight and monitoring of all sub-recipients, including sub-grantees and sub-contractors.

10.0 **Grant Modifications**

- 10.1 Any alterations to the budget categories must have prior approval from WorkLink and will require a modification to the grant. Changes to the project scope, goods or services purchased through the grant may require a grant modification. The Grantee must contact WorkLink for technical assistance to determine if a modification is required.

11.0 **Failure to Comply with Grant Requirements**

- 11.1 Failure to comply with grant terms and conditions outlined in Section 2.0 may result in sanctions as defined in State Instruction 19-04, Change 1, WIOA Title Sanctions Policy, including but not limited to delay or denial of Requests for Payment.
- 11.2 This grant agreement is written for the period of 12/1/2021 to 5/31/2023.

Grantee:	<u>Eckerd Connects</u>	Grant #:	<u>21LR895E1</u>
Activity Designation:	<u>Local Resiliency Grant (Adult/DW)</u>	Modification #:	<u>Original</u>

1. Salaries, Fringe Benefits and Indirect Cost		
2. Operating Expenses		
3. Sub-Tier Administration		
4. Other (Specify)		
5. Sub-Total		

1. Salaries, Fringe Benefits and Indirect Cost	\$122,934	
2. Operating Expenses	\$7,513	
3. Participant Activities Cost	\$50,000	
4. Participant Services		
5. Sub-Tier Program		
6. Other (Specify)		
7. Sub-Total		\$180,447

III. TOTAL GRANT COST (I + II)		\$180,447
---------------------------------------	--	------------------

WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - GRANT BUDGET
BUDGET DETAIL
STAFF SALARIES, FRINGE BENEFITS & INDIRECT COST

Grantee: Eckerd Connects

Grant No: 21LR895E1

Activity Designation: Local Resiliency Grant (Adult/DW)

Mod No: Original

SALARIES, FRINGE BENEFITS, & INDIRECT COST					ADMINISTRATION		PROGRAM	
Staff Salaries: Position Title	Salary Per Pay Period	% of Time	No. of Pay Periods	TOTAL AMOUNT	%	Amount	%	Amount
	\$0.00	100%		\$0	0%	\$0	100%	\$0
	\$0.00	100%		\$0	0%	\$0	100%	\$0
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0
TOTAL SALARIES				\$84,342		\$0		\$84,342
FRINGE BENEFITS:								
FICA	7.65%	X	\$84,342	\$6,452	0%	\$0	100%	\$6,452
Workmen's Comp.	0.50%	X	\$84,342	\$422	0%	\$0	100%	\$422
Health & Wealth (Pos. Level)	20.56%	X	\$84,342	\$17,337	0%	\$0	100%	\$17,337
Ret. / Pension	2.20%	X	\$84,342	\$1,856	0%	\$0	100%	\$1,856
Unemployment Insurance	0.79%	X	\$84,342	\$666	0%	\$0	100%	\$666
Other (Specify)		X	\$0	\$0	0%	\$0	0%	\$0
		X	\$666	\$0	0%	\$0	0%	\$0
TOTAL FRINGE BENEFITS				\$26,733	0%	\$0	0%	\$26,733
INDIRECT COST:								
RATE <u>10%</u> X \$118,588 =				\$11,859		\$0		\$11,859
Indirect cost must be based on a rate approved by an appropriate federal agency. A copy of the approved indirect rate must be submitted prior to reimbursement.								
TOTAL COST				\$122,934		\$0		\$122,934

WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - GRANT BUDGET
BUDGET DETAIL
OPERATING EXPENSES

Grantee: Eckerd Connects

Grant No: 21LR895E1

Activity Designation: Local Resiliency Grant (Adult/DW)

Mod No: Original

OPERATING EXPENSES				ADMINISTRATION		PROGRAM	
OBJECT NAME:	COST PER MONTH	NUMBER OF MONTHS	TOTAL AMOUNT	%	AMOUNT	%	AMOUNT
1. Non-Consumable Supplies & Software	\$151	10	\$1,510	0%	\$0	100%	\$1,510
2. Communications	\$60	10	\$600	0%	\$0	100%	\$600
3. Postage	\$15	10	\$150	0%	\$0	100%	\$150
4. Staff Training/Travel / Background Checks							
Background Checks	\$200	1	\$200	0%	\$0	100%	\$200
Travel	\$212	10	\$2,120	0%	\$0	100%	\$2,120
Training	\$400	2	\$800			100%	\$800
5. Equipment Rent	\$0	0	\$0	0%	\$0	0%	\$0
6. Equipment Expense / Repair (Specify)	\$0	0	\$0	0%	\$0	0%	\$0
7. Premises Rent	\$0	0	\$0	0%	\$0	0%	\$0
8. Outreach	\$135	10	\$1,350	0%	\$0	100%	\$1,350
9. Services / Misc. (General Liability Ins.)	\$78	10	\$783	0%	\$0	100%	\$783
10. Non-Expendable Equipment	\$0	0	\$0	0%	\$0	0%	\$0
TOTAL OPERATING EXPENSES			\$7,513		\$0		\$7,513

WORKFORCE INNOVATION AND OPPORTUNITY ACT

PART II - GRANT BUDGET

BUDGET DETAIL

PARTICIPANT ACTIVITIES COST

Grantee: Eckerd Connects

Grant No: 21LR895E1

Activity Designation: Local Resiliency Grant (Adult/DW)

Mod No: Original

	Cost per participant	Number of Participants	TOTAL PROGRAM COST
I. ASSESSMENT (Specify)			
1.	\$0	0	\$0
2.	\$0	0	\$0
3.	\$0	0	\$0
SUBTOTAL I:			\$0
II. INSTRUCTIONAL TRAINING			
1. Tuition	\$2,273	22	\$50,000
2. Books	\$0.0	0	\$0
3. Supplies/Materials	\$0	0	\$0
4. Expendable Tools/Equipment (ATTACH LISTING OF ITEMS)			\$0
5. Non-Expendable Equipment (ATTACH LISTING OF ITEMS)			\$0
6. Training Space: _____ sq. ft. X \$ _____ per sq. ft.	\$0	0	\$0
7. Other Training Expenses (SPECIFY)			
	\$0	0	\$0
	\$0	0	\$0
	\$0	0	\$0
SUBTOTAL II:			\$50,000
III. Employer's On-the-Job Training Reimbursement			
(_____ Participants X _____ Average Wage X			\$0
_____ Average Hours X _____ %)			\$0
			\$0
SUBTOTAL III:			\$0
TOTAL ACTIVITIES COST (I + II + III)			\$50,000

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - GRANT BUDGET
BUDGET DETAIL
PARTICIPANT SERVICES**

Grantee: Eckerd Connects

Grant No: 21LR895E1

Activity Designation: Local Resiliency Grant (Adult/DW)

Mod No: Original

				TOTAL COST
I. NEEDS-RELATED PAYMENTS				
				\$0
				\$0
II. SUPPORTIVE SERVICES				
A. TRANSPORTATION				
1. FUEL				\$0
2. MAINTENANCE				\$0
3. TRANSPORTATION ALLOWANCE				\$0
4. OTHER (SPECIFY AND ATTACH ITEMIZATION)				\$0
TOTAL TRANSPORTATION				\$0
B. CHILD CARE				
# of participants	x cost per participant per week	x # of weeks		
0	\$0	0		\$0
C. OTHER (SPECIFY)				
				\$0
				\$0
TOTAL PARTICIPANT SERVICES COST (I + II)				\$0

WORKFORCE INNOVATION AND OPPORTUNITY ACT

PART II - GRANT BUDGET

BUDGET DETAIL

SUB-TIER AGREEMENTS

Grantee: Eckerd Connects

Grant No: 21LR895E1

Activity Designation: Local Resiliency Grant (Adult/DW)

Mod No: Original

(List all costs in any subagreements written under this agreement.)

SUB-GRANTEE	SERVICES PROVIDED	PROGRAM	ADMINISTRATION	TOTAL
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
TOTAL:		\$0	\$0	\$0

PART III
TERMS AND CONDITIONS

3.0 LEGAL AUTHORITY

- 3.0.1 The persons signing this Grant Agreement on behalf of the parties warrant and guarantee their full authorization to execute the Grant Agreement and to legally bind the parties to all the terms, performance requirements, and provisions set forth.

3.1 AWARDING ENTITY

- 3.1.1 As the awarding entity, the Department of Employment and Workforce (DEW), has the following oversight responsibilities:
- Providing technical assistance, as requested by the Grantee or deemed necessary by DEW;
 - Conducting programmatic and financial monitoring of the Grant project;
 - Ensuring compliance with WIOA Public Law 113-128 and implementing Federal regulations, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as well as State laws and policies applicable to the Grant Agreement;
 - Disbursing funds to the Grantee to pay for allowable expenses or services provided in accordance with applicable State and Federal laws upon receipt of proper supporting documentation of disbursement amounts previously drawn down; and
 - Evaluating the Grantee against specific deliverables and performance requirements as outlined in Part I – Program Statement of Work.

3.2 FINANCIAL SYSTEM AND REPORTING

- 3.2.1 The Grantee is responsible for developing and implementing procedures and standards for reporting financial, programmatic, and customer information in the required timeframes and using the systems and formats specified by DEW.
- 3.2.2 The Grantee shall maintain fiscal records and supporting documentation for all expenditures of funds under the Grant Agreement. The Grantee must provide adequate, qualified staff to prepare required reports. Proper internal controls are required to ensure separation of duties.
- 3.2.3 Costs incurred by the Grantee prior to the start date specified in the Grant Agreement are incurred at the Grantee's own expense. Prior authorization for pre-award spending must be obtained from DEW and the US Department of Labor before any costs are incurred.
- 3.2.4 Payment by DEW of Indirect Costs incurred requires the Grantee to submit its approved Indirect Cost Rate or Acceptance of Certification of Indirect Costs from its cognizant

agency upon receipt. If DEW is the cognizant agency for the grant recipient, an Indirect Cost Rate proposal must be submitted to DEW no later than 180 days after the June 30 fiscal year end. Failure to do so may result in the disallowance of indirect costs. DEW may either disallow all indirect costs or establish a rate based upon audited historical data or such other data that have been furnished to DEW for indirect costs. (2 CFR Part 200.415(b)(2))

- 3.2.5 The Grantee is required to submit a Financial Status Report (FSR) on a monthly basis. Reports must be submitted no later than the 20th of the following month. Expenditure data is reported cumulatively through the end of each reporting period on an accrual basis.
- 3.2.6 A Request for Drawdown (RFD) must be submitted each time the Grantee wishes to draw down funds, along with proper supporting documentation of disbursements previously drawn down. The Grantee may request funds in advance to cover upcoming cash expenditures and accruals to be paid within a short period of receipt of funds (usually within three (3) business days). The Grantee's cash needs must be projected to ensure that funds are received as close as possible to the time of actual disbursement in accordance with 2 CFR Part 200.305. Cash on hand should be limited to the amount needed for immediate disbursement.
- 3.2.7 The Grantee will submit a complete Grant Closeout Report to DEW no later than sixty (60) calendar days after the grant end date. DEW will supply the closeout forms and instructions prior to grant expiration.

3.3 RECORDKEEPING

- 3.3.1 DEW, and any of its authorized representatives, must have timely and reasonable access to all Grantee records and personnel related to the Grant Agreement for the purpose of inspection, investigation, monitoring, auditing, evaluation, interview, and discussion. Further, DEW and any of its authorized representatives, have the right to copy all records pertaining to the Grant Agreement.
- 3.3.2 The Grantee shall comply with requirements for custody and retention of records as set forth in 2 CFR Part 200, as applicable. Records must be retained for no less than three years after submittal of the Grant Agreement closeout to DEW or the last request for grant records during an audit, whichever is most recent. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken (2 CFR Part 200.333).
- 3.3.3 The Grantee assures it will comply with Federal and State laws and guidelines for the handling and protection of Personally Identifiable Information, including but not limited to 2 CFR Part 200.79 and US Department of Labor Training and Employment Guidance

Letter 39-11, *Guidance on the Handling and Protection of Personally Identifiable Information (PII)*, located at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

- 3.3.4 The Grantee agrees to maintain the confidentiality of any information that identifies or may be used to identify any grant and benefit participants. The Grantee shall not disclose or re-disclose any employer or personally identifying information of the subject of the information unless permitted by law.
- 3.3.5 All releases of information shall be in accordance with State and Federal law, regulations and guidelines, including but not limited to S.C. Code Ann. § 41-29-160; the Family Privacy and Protection Act (S.C. Code Ann. § 30-2-10 et al), 20 CFR 603, and IRS Publication 1075.

3.4 PROCUREMENT

- 3.4.1 The Grantee must have written procedures for procurement transactions that comply with State regulations. Procedures may reflect applicable local laws and regulations, provided they conform to applicable Federal law and the standards identified in 2 CFR Parts 200.318 through 200.326.
- 3.4.2 Procurement standards must ensure fiscal accountability and prevent waste, fraud, and abuse. The Grantee will conduct procurement in a manner that provides full and open competition consistent with the standards of 2 C.F.R Part 200.319.

3.5 ADDITIONAL CONDITIONS AND ENFORCEMENT

- 3.5.1 The Grantee acknowledges and accepts that special additional conditions may be unilaterally imposed by DEW in accordance with 2 CFR 200.207. Such conditions may be imposed if the Grantee demonstrates one or more of the following conditions:
- a history of unsatisfactory performance;
 - financial instability;
 - management system(s) that do not meet standards prescribed in 2 CFR 200.300 et seq.;
 - noncompliance with terms and conditions of previous Federal awards or sub awards;
 - absence of responsibility disclosed as a result of ongoing evaluation of risk by DEW conducted in accordance with 2 CFR 200.331(b);
 - reports and findings from audits performed under 2 CFR Subpart F – Audit Requirements of this part or the reports and findings of any other available audits; and/or
 - inability to effectively implement statutory, regulatory, or other requirements.
- 3.5.2 If DEW determines that a grant award will be made or continued, special provisions shall address the condition identified and shall be included in the award. Such provisions may include but are not limited to:

- requiring payments on a reimbursement basis;
- withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- requiring additional, more detailed financial reports;
- requiring additional project monitoring;
- requiring the Grantee to obtain technical or management assistance and to implement corrective actions; and/or
- establishing additional prior approval.

DEW will notify the Grantee regarding the nature and reason for implementing any of the above special provisions.

3.5.3 Failure to comply with any provision of the Grant Agreement, or any applicable law or regulation, may subject the Grantee to additional enforcement actions that are determined by DEW to be appropriate under the circumstances. Such enforcement actions include but may not be limited to:

- requiring special award provisions as stated above;
- temporarily withholding cash payments pending correction of identified deficiencies, as identified in 2 CFR 200.338;
- disallowing cost (and, if appropriate, applicable matching credit) for any claim or action made that is not in compliance and require appropriate repayment or financial adjustment;
- suspending the grant award, in whole or in part, pending corrective action;
- terminating the grant award, in whole or in part;
- withholding further awards for the project or program;
- recommending to appropriate Federal officials that suspension or debarment proceedings be initiated as authorized under 2 CFR 180; and/or
- taking other remedies that may be legally available. (See 2 CFR 200.338.)

3.5.4 The Grant Agreement may be immediately terminated by DEW in whole or in part for cause or noncompliance whenever such non-compliance is material and in the best interest of the Grantee, DEW, or the US Department of Labor.

3.5.5 Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:

1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of DEW.
2. The Executive Director will issue a written decision within 30 days.
3. If dissatisfied with the decision, a written appeal may be made to the State Workforce Development Board (SWDB) within 14 days of receipt of decision.
4. The Chair will designate the Executive Committee or an Ad Hoc Committee of at least five SWDB members to hear the appeal.
5. The SWDB will hear the appeal and render a decision within 60 days.

6. The Grantee will be notified in writing of the SWDB's decision within 20 days.

3.5.6 Appeal requests made to the SWDB must be submitted in writing as follows:

South Carolina Department of Employment and Workforce
Attn: Appeals, State Workforce Development Board
1550 Gadsden Street
Columbia, SC 29201

3.6 CHANGES AND AMENDMENTS

3.6.1 Any alterations, additions, or deletions to the terms of the Grant Agreement which are required by changes in Federal or State law or regulations are automatically incorporated into the Grant Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

3.6.2 Alterations, additions, deletions, or extensions to the terms of the Grant Agreement must be modified in writing and executed by both Parties. Any other attempted changes, including oral modifications, shall be invalid.

3.6.3 To ensure effective performance under the Grant Agreement, the Parties agree that DEW may amend requirements in writing during the grant period to interpret or clarify a change in Federal or State law, rules or regulations.

3.7 ASSURANCES

3.7.1 As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it will comply fully with the following nondiscrimination provisions, equal opportunity provisions, Public Laws and Executive Orders, including but not limited to:

- A. *WIOA Section 188 (29 CFR, Part 38)*, which provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief, and, for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in a WIOA Title I-financially assisted program or activity;
- B. *Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.)*, as amended by the *Equal Employment Opportunity Act of 1972*, which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or

activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;

- C. *Title VII of the Civil Rights Act*, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;
- D. *Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)*, as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;
- E. *The Age Discrimination Act of 1975 (42 U.S.C. §6101)*, as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- F. *The Americans with Disabilities Act of 1990 (42 U.S.C. §12101)*, as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;
- G. *Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688)*, as amended, which prohibits discrimination on the basis of sex in educational programs;
- H. *Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program*, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;
- I. *Title II of the Genetic Information Nondiscrimination Act of 2008* which prohibits discrimination in employment on the basis of genetic information;
- J. *Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations* (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;
- K. *Section 508 of the Rehabilitation Act (29 U.S.C. §794d)*, which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;
- L. *Jobs for Veterans Act (38 U.S.C. §4215)*, which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor

Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;

- M. *P.L. 113-114, Division E, Title VII, Section 743*, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;
- N. *P.L. 113-114, Division H, Title V, Section 505*, which establishes that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
 - 1. The percentage of the total costs of the program or project which will be financed with Federal money;
 - 2. The dollar amount of Federal funds for the project or program, and
 - 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both must be complied with.

- O. *Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)"*, which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;
- P. *Executive Order 13333*, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. §7104(g));
- Q. *Buy American Notice Requirement*, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);
- R. *Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997)*, which provides that recipients of Federal funds are encouraged to adopt and enforce

on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;

- S. *Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009)*, which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;
- T. *Special Requirements for Conferences and Conference Space*. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;
- U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;
- V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;
- W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and
- X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3)). The notice must

contain specific wording regarding the prohibited bases and the process for filing a complaint, as required by 29 CFR §38.30.

3.8 CERTIFICATIONS

3.8.1 Lobbying (2 CFR §200.450)

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3.8.2 Debarment, Suspension, and Other Responsibility Matters

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

3.8.3 Drug-Free Workplace (Public Law 100-690)

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

WORKFORCE INNOVATION & OPPORTUNITY ACT
WorkLink WDB
Local Area Addendum
to
PART III - TERMS AND CONDITIONS
(Revised June 25, 2018)

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3.0

STATEMENT OF PURPOSE

The purpose of this Grant Agreement is to establish the general terms and conditions to which funding provided thru the SC Department of Employment and Workforce and by the SC Appalachian Council of Governments under Title I of the Workforce Innovation and Opportunity Act is subject to. The purpose of this Act is to reaffirm the role of the public workforce system, and brings together and enhances several key employment, education, and training programs; provides resources, services, and leadership tools for the public workforce system to help individuals find good jobs and stay employed and improves employer prospects for success in the global marketplace; ensures that the public workforce system operates as a comprehensive, integrated, and streamlined system to provide pathways to prosperity for those it serves; and continuously improves the quality and performance of its services.

3.1

DEFINITIONS

Act – The Workforce Innovation and Opportunity Act (WIOA) of 2014

Administrative Entity – The entity (SC Appalachian Council of Governments) designated by the Local Workforce Development Board to administer the WIOA programs.

Agreement – A grant agreement, which includes the WIOA Terms and Conditions, between the Awarding Entity and the Grantees/Recipients or between the Grantees/Recipients and Sub-Grantees/Subrecipients.

Direct Grantee – The entity, usually a state or protectorate, that receives WIOA funds directly from the federal government.

Local Workforce Development Areas (LWDA) – The county or counties designated by the Governor to administer the Workforce Innovation and Opportunity Act in a designated area.

Recipient – A local area that receives grant funding from the direct grantee.

Subrecipient or Subgrantee – The legal entity to which a subgrant is awarded and which is accountable to the recipient or direct grantee for the use of the funds provided.

Service Provider – A public agency, a private non-profit organization, or a private-for-profit entity that delivers education, training, employment or supportive services to WIOA participants.

Vendor – An entity responsible for providing generally required goods or services to be used in the WIOA program.

Participant – An individual who has been determined to be eligible to participate in and who is receiving services (except for follow-up services) under a program authorized by WIOA title I. Participation shall be deemed to commence on the first day, following determination of eligibility, on which the participant began receiving services (as defined by the Act) provided under WIOA title I.

Capital Improvement – Any modification, addition, restoration or other improvement:

- (a) which increases the usefulness, productivity, or serviceable life of an existing building, structure or major item of equipment;

(b) which is classified for accounting purposes as a "fixed asset"; and

(c) the cost of which increases the recorded value of the existing building, structure or major item of equipment and is subject to depreciation.

Construction – The erection, installation, assembly or painting of a new structure or major addition, expansion or extension of an existing structure, and the related site preparation, excavation, filling and landscaping, or other land improvements.

GAAP – Accounting rules and procedures established by authoritative bodies of convention that have evolved through custom and common usage (uniform minimum standards and guidelines). The acronym stands for Generally Accepted Accounting Principles.

3.2

LEGAL AUTHORITY

The Awarding Entity, recipients, and subrecipients/subgrantees assure and guarantee that they possess the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving them legal authority to enter into this Agreement; receive the funds authorized by this Agreement; and to perform the services each has obligated itself to perform under this Agreement.

The person or persons signing and executing this Agreement on behalf of the parties hereto, or representing themselves as signing and executing this Agreement on behalf of the parties hereto, do hereby warrant and guarantee that all parties involved have been fully authorized to execute the Grant Agreement and to validate and legally bind the parties hereto to all the terms, performance requirements and provisions herein set forth.

The Awarding Entity shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the recipients, subrecipients/subgrantees or the person signing the Agreement to enter into this Agreement.

3.2.1

Business Licensing/Taxation/Insurance Requirements

The recipients/ subrecipients/subgrantees will comply with all other local, state or federal applicable licensing, taxation and insurance requirements.

3.3

AWARDING ENTITY

3.3.1

Oversight Responsibilities

The Awarding Entity is responsible for the monitoring and evaluation of programs during a grant period.

- The Awarding Entity will provide technical assistance to the recipients/subrecipients/subgrantees in the areas of planning, design, delivery, and management during the course of the program.
- The Awarding Entity will note deficiencies when technical assistance is delivered and will help the recipient/subrecipient/subgrantee correct the deficiencies.
- The Awarding Entity will conduct formal programmatic and financial reviews of the recipient/subrecipient/subgrantee as necessary.

- The Awarding Entity will notify the recipient/subrecipient/subgrantee in writing of any deficiencies noted during formal reviews.
- The Awarding Entity will conduct follow-up visits to review and to assess efforts to correct deficiencies noted during formal reviews.

3.3.2 Funding Obligations

In consideration of full and satisfactory performance hereunder, the Awarding Entity shall be liable to the recipient/subrecipient/subgrantee in an amount equal to the actual costs incurred, not exceeding the face amount of this Agreement, for performances rendered hereunder subject to the following limitations:

- (a) The Awarding Entity shall not be liable to the recipient/subrecipients/ sub-grantees for expenditures made in violation of Part 683 of the Regulations promulgated under the Act, or in violation of any other regulations promulgated under the Act, or otherwise applicable.
- (b) The Awarding Entity shall not be liable to the recipient/subrecipients /sub-grantees for costs incurred or performances rendered unless such costs and performances are in strict accordance with the terms of this Agreement.
- (c) The Awarding Entity's funding obligations under this Agreement are contingent upon receipt of funds from the USDOL/State Workforce Development Area allocation guidelines governing distribution within the Awarding Entity's total jurisdiction. The Awarding Entity is in no way obligated for any funds not received nor any decrease in funding caused by required allocation formulas.

3.4 RECIPIENTS/SUBRECIPIENTS/SUBGRANTEES

3.4.1 Assurances of Compliance

It is the responsibility of the recipient/subrecipient/subgrantee to have, or to have access to, copies of the Workforce Innovation and Opportunity Act of 2014, the applicable Federal Regulations (to include CFRs) and other pertinent documents referenced in this Agreement and with which compliance is required.

The recipient/subrecipient/subgrantee shall comply with the requirements of the Act and with Federal Regulations (hereinafter called the Regulations) and any revisions thereof.

The recipient/subrecipient/subgrantee shall operate its programs under this Agreement, and shall otherwise comply with the terms of the Agreement in such a manner as to prevent or correct any breach of the Awarding Entity's agreement with SC Department of Employment and Workforce and/or the U.S. Department of Labor.

The recipient/subrecipient/subgrantee must comply with the following federal regulations and requirements:

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;

3. 2 CFR 200 Uniform Administrative Requirements, cost principles, and audit requirements for federal awards, including 2 CFR Appendix II to part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards
4. 48 CFR Part 31 (applies to commercial organizations);
5. 29 CFR Part 95 refer to 2 CFR 200;
6. 29 CFR Part 97 refer to 2 CFR 200;
7. Section 504 of the Rehabilitation Act of 1973, as amended;
8. Section 508 of the Rehabilitation Act of 1973, as amended;
9. Age Discrimination Act of 1975, as amended;
10. Title IX of the Education Amendments of 1972, as amended;
11. "Jobs for Veterans Act," (38 U.S.C. §4215) and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
12. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 38);
13. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
14. Title VI of the Civil Rights Act of 1964, as amended; Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
16. Equal Pay Act of 1963, as amended;
17. 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA);
18. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
19. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
20. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
21. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

The recipient/subrecipient/subgrantee shall ensure that all its subrecipients/subgrantees comply with the federal cost principles applicable to the particular organization concerned.

3.4.2 Time of Performance

The activities specified in this Agreement are to be performed in accordance with schedules made as a part of this Agreement. All activities required and described herein shall be completed no later than the ending date of this Agreement, except as determined specifically by the Awarding Entity.

3.4.3 Satisfactory Performance

It is understood and agreed by and between the parties of this Agreement that the work is to be done to the satisfaction of the Awarding Entity. The Awarding Entity will interpret all reports and will decide the acceptability and progress of grant work, and will further decide the amount, classification and quality of kinds of work to be performed, and the amounts to be paid under this Agreement. The Awarding Entity will be the sole judge of the validity and the acceptability of claims, if any, made by the recipient/subrecipient/subgrantee, and the Awarding Entity's decision will be final, conclusive and binding on the parties concerned.

The recipient/subrecipient/subgrantee agrees that performance satisfactory to the Awarding Entity is essential to the life of this Agreement. Performance below relevant standards, as stated in the Agreement, will constitute non-compliance with the terms of this Agreement. It is the responsibility of the Awarding Entity to notify the

recipient/subrecipient/subgrantee when it is not in compliance. It is the responsibility of the recipient/subrecipient/subgrantee to present a plan for corrective action including the date on which results of the corrective action may be expected, or to present just cause for modification of the performance standards.

Such plans or modifications shall be prepared and submitted in writing by the recipient/subrecipient/subgrantee to the Awarding Entity. The Awarding Entity may schedule meetings for the purpose of reviewing performance against the terms of this Agreement. All staff of the recipient/subrecipient/subgrantee performing services under this Agreement who are requested by the Awarding Entity to attend meetings shall be required by the recipient/subrecipient/subgrantee to attend such meetings as may be scheduled.

3.5

RECIPIENT/SUBRECIPIENT/SUBGRANTEE FINANCIAL MANAGEMENT SYSTEM AND RESPONSIBILITIES

The recipient/subrecipient/subgrantee shall maintain a financial management system that provides federally required records and reports that are uniform in definition, accessible to authorized federal and state staff, and verifiable for monitoring, reporting, audit, program management, and evaluation purposes. Each system, at each recipient/subrecipient/ subgrantee level, shall provide fiscal control and accounting procedures that are in accordance with GAAP (Generally Accepted Accounting Principles).

The recipient/subrecipient/subgrantee must provide adequate, qualified staff to maintain the financial system and prepare the required reports. Proper internal controls are required to ensure separation of duties.

The recipient/subrecipient/subgrantee shall maintain fiscal records and supporting documentation for all expenditures of funds under this Agreement. Records must provide accurate, current, separate and complete disclosure of the status of funds received under this Agreement for each program activity by cost category including proper charging of costs and proper allocation of costs. The recipient/subrecipient/ subgrantee shall maintain accounts in such a way that they are traceable to source documentation of unit transactions, and shall maintain source documentation for all transactions. Fiscal records must be adequate enough to provide a comparison of actual expenditures with budgeted amounts for each recipient/ subrecipient/subgrantee.

The recipient/subrecipient/subgrantee shall establish and maintain a system by which it monitors its grants to: (1) ensure adequate financial management and compliance with Federal Regulations and the applicable provisions of this Agreement; and (2) ensure that each system is sufficient to:

- permit preparation of required reports;
- permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
- permit the tracing of program income, potential stand-in costs and other funds allowable except for funding limitations defined in the Act.

The recipient/subrecipient/subgrantee shall submit a financial report which includes a report of all costs incurred under the Agreement up to and including the last day of the month. These reports will include accruals for cost of goods and services received where

payment will be made within the next 30 days. These reports are due by the tenth (10th) day of the following month, according to the terms set forth in the grant agreement.

The recipient/subrecipient/subgrantee shall notify the Awarding Entity immediately if it files for bankruptcy; is involuntarily placed in bankruptcy or receivership; is sued in any Court; or otherwise becomes insolvent and unable to comply with this Agreement.

The recipient/subrecipient/subgrantee is liable to the Awarding Entity for any money it has received for performance of the provisions of this Agreement if the Awarding Entity has suspended or terminated this Agreement for the reasons enumerated in this Agreement.

Nothing in this Section shall be so construed as to relieve the recipient/subrecipient/subgrantee of the fiscal accountability and responsibility under the applicable CFRs, the Act, Regulations and other U.S. Department of Labor regulations.

3.5.1 Method of Payment

Payment to the recipient/subrecipient/subgrantee shall not exceed the total face amount of the Agreement.

The recipient/subrecipient/subgrantee shall be reimbursed monthly for actual costs for the prior month and for accrued costs that will be paid within the next 30 days. Payments shall be requested by submitting a "Request for Payment/Fiscal Report (FSR-S)".

Request for funds will not be honored prior to receipt by the Awarding Entity of an Agreement signed by both parties.

All documents and policies must be submitted by the recipient/ subrecipient/subgrantee as requested by the Awarding Entity prior to the honoring of Requests for Payment(s).

3.5.2 Repayment and Adjustments in Payments

The recipient/subrecipient/subgrantee agrees to be responsible to repay the Awarding Entity any funds received pursuant to the Act that are not spent in strict accordance with the Act and with all applicable Federal Regulations and 2 CFR 200.

If any funds are expended by the recipient/subrecipient/subgrantee in violation of the Act, the Regulations or Grant Conditions, the Awarding Entity may require necessary adjustments in payments to the recipient/subrecipient/subgrantee on account of such unauthorized or unallowable expenditures. The Awarding Entity may request the return of unexpended funds which have been made available in order to assure that they will be used in accordance with the purpose of the Act or to prevent further unauthorized or unallowable expenditures, and may withhold funds otherwise payable under the Agreement in order to recover any unallowable amounts expended.

If no further payments would otherwise be made under the Agreement during the current or subsequent fiscal year, the Awarding Entity may request a repayment of funds used for unauthorized or unallowable expenditures. Repayments shall be made from non-WIOA funds within **thirty (30) calendar days** of receipt of such request.

3.5.3 Closeouts

The recipient/subrecipient/subgrantee will submit a complete Grant Agreement Closeout Report to be received by the Awarding Entity no later than **forty (40) calendar days** after the expiration of the Agreement. The Awarding Entity will supply the closeout forms and instructions prior to the grant ending date.

Amended closeout package(s) will not be accepted after **forty (40) calendar days** of the expiration of the grant unless adjustments are required as a result of audit findings or other valid reasons. The Awarding Entity must be contacted as soon as possible in the event that a closeout adjustment is deemed necessary after the 40 day deadline.

Any funds advanced under this Agreement by the Awarding Entity to the recipient/subrecipient/subgrantee and either unspent or otherwise not properly obligated by the recipient/subrecipient/subgrantee must be returned to the Awarding Entity within **three (3) calendar days** from the date this Agreement terminates.

3.5.4 Cash Depositories

Consistent with the national goal of expanding opportunities for minority business enterprises, each recipient/subrecipient/subgrantee is encouraged to use minority-owned banks (a bank which is owned at least 50 percent by minority group members).

Recipients/subrecipients/subgrantees are not required to maintain a separate bank account, but shall separately account for federal funds on deposit.

3.5.5 Program Income

Income under any program administered by a public or private nonprofit entity may be retained by such entity only if such income is used to continue to carry out the program. Income shall include:

- receipts from goods or services (including conferences) provided as a result of activities funded under this title;
- funds provided to a service provider under this title that are in excess of the costs associated with the services provided;
- proceeds from the sale of real property or equipment purchased with WIOA grant funds;
- interest income earned from funds received during a grant award.

For purposes of this paragraph, each entity receiving financial assistance under this title shall maintain records sufficient to determine the amount of such income received and the purposes for which such income is expended.

The addition method, described at 29 CFR 95.24 or 29 CFR 97.25(g)(2) (as appropriate), must be used for program income earned under WIOA Title I grants. When the cost of generating program income has been charged to the program, the gross amount earned must be added to the WIOA program.

The recipient/subrecipient/subgrantee may retain any program income earned by the recipient/subrecipient/subgrantee only if such income is added to the funds committed to

the particular WIOA grant under which it was earned and such income is used for WIOA purposes and under the terms and conditions applicable to the use of grant funds.

3.5.6 Indirect Costs

The recipient/subrecipient/subgrantee will not be reimbursed for any indirect costs under this Agreement until the recipient/subrecipient/ subgrantee has a current Indirect Cost Agreement executed and approved by a cognizant agency of the United States Government. Written documentation is required for an exemption of approval from the cognizant agency for the Indirect Cost Agreement. Indirect costs submitted for reimbursement must have an executed plan available for review as appropriate during regular monitoring visits.

3.5.7 Bonding Requirements for Advance Payments

Every office, director, agent or employee of the recipient/subrecipient/subgrantee that handles WIOA finances and cash received under this grant agreement must be covered under a Bond Agreement. Proof of such Bond Agreement must be provided in the compliance documents on a yearly basis.

The recipient/subrecipient/subgrantee must obtain a Fidelity Bond that meets the following qualifications:

- (a) The recipient/subrecipient/subgrantee shall be named as the insured.
- (b) The period of coverage shall be no less than one year, with a discovery period of no less than three years subsequent to cancellation or termination of the Bond.
- (c) The Bond evidencing such coverage as required under WIOA Agreement shall contain the following endorsement:

No cancellation, termination, or modification of this Bond shall take effect prior to the expiration of **thirty-five (35) days** after written notice of the cancellation, termination or modification, together with suitable identification of the Bond and named insured has been sent to the Awarding Entity at its official address.

The recipient/subrecipient/subgrantee shall ensure that its sub-contractors, if any, also maintain Bonds in accordance with this Section.

3.5.8 Legal Fees

No funds available for administrative costs under this Agreement (including an administrative cost pool) may be used by the recipient/subrecipient/subgrantee for payment of legal or other associated services unless and until the Awarding Entity receives and approves the recipient's/subrecipient's/subgrantee's certification containing, at a minimum, the following assurances:

- (a) the payments are reasonable in relation to the fees charged by other recipients/subrecipients/subgrantees providing similar services; and
- (b) the services could not be competently provided through employees of the recipient/subrecipient/subgrantee or other available state or local government employees.

In the event the Awarding Entity so requires, the recipient/subrecipient/ subgrantee shall submit supporting documents relevant to the certification in the manner and form the Awarding Entity specifies.

Legal expenses for the prosecution of claims against the federal government, including appeals to an Administrative Law Judge, are unallowable.

This Section shall not be construed as requiring the Awarding Entity's approval or disapproval of any individual who may be selected as legal counsel, or as the Awarding Entity's approval or disapproval of the use of legal counsel in general. In the event the recipient/subrecipient/ subgrantee elects to employ legal services, such services shall be subject to the provisions of this Agreement.

3.5.9 Assignment of Interest

The recipient/subrecipient/subgrantee must obtain the prior written consent of the Awarding Entity before assigning any interest in this Agreement.

3.5.10 Meetings, Conferences and Travel Payments

Recipients of WIOA funds are governed by the requirements found in 48 CFR 31.205-46, which state that travel per diem rates and other travel rates are "considered to be reasonable and allowable only to the extent they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration (GSA), for travel in the contiguous United States..."

The Awarding Entity shall reimburse the recipient/subrecipient/subgrantee for proper travel and per diem expenses at rates which are in accordance with the recipient's/subrecipient's/subgrantee's approved "local travel policy". The recipient's/subrecipient's/subgrantee's "local travel policy" shall consist of a written statement delineating the rates that the recipient/subrecipient/ subgrantee shall use in computing travel and per diem expenses of its employees. The Awarding Entity shall review the "local travel policy" after submission by the recipient/subrecipient/ subgrantee and shall approve it after the Awarding Entity determines that it is reasonable and otherwise acceptable for the purpose of this Agreement.

Travel costs for personnel supported by the grant award are allowable when the travel is specifically related to the operation of programs under the Act. Payment for travel shall be made only as it applies to the scope of the grant, is necessary and reasonable, and follows all local travel policies.

The recipient/subrecipient/subgrantee must follow local travel policies before it can use funds received under this Agreement to pay for travel and per diem, except travel to areas designated by the Awarding Entity for consultation or training.

Budgeted expenses for meetings and/or conferences are allowable when their primary purpose is the dissemination of technical information relating to the WIOA program and when they are consistent with regular practices and local travel policies followed for other activities of the recipient/subrecipient/subgrantee. Allowable costs under WIOA grant awards must be necessary and reasonable for proper and efficient administration of the program; be justifiable; be in accordance with 2 CFR 200; and not be a general expense required to carry out the overall responsibilities of state or local government.

The Awarding Entity may schedule a meeting for the purpose of reviewing performance against the terms of this Agreement. All staff of the recipient/ subrecipient/subgrantee performing services under this Agreement who are requested by the Awarding Entity to attend meetings shall be required to attend such meetings as often as necessary.

3.5.11 Prevention of Fraud and Abuse

The recipient/subrecipient/subgrantee shall establish, maintain, and utilize internal program management procedures sufficient to provide for the effective management of all activities funded in whole or in part under this Agreement.

In addition to the requirements imposed elsewhere in this Agreement, the recipient/subrecipient/subgrantee shall ensure that sufficient, auditable, and otherwise adequate records are maintained which support the expenditure of all funds received through this Agreement. Such records shall be sufficient to allow the United States Department of Labor, the State, and the Awarding Entity to audit and monitor the recipient/ subrecipient/subgrantee and shall include the maintenance of a Management Information System.

No officer, employee or agent of the recipient/subrecipient/subgrantee shall solicit or accept gratuities, favors or anything of monetary value from any supplier or potential supplier of goods or services under the Act.

The recipient/subrecipient/subgrantee shall spend no funds directly or indirectly for programs pursuant to the Act for payment of a fee for the placement of any persons in a training or employment program under this Act.

3.6 PARTICIPANT DATA SYSTEM

3.6.1 Participant Information

The recipient/subrecipient/subgrantee shall maintain a participant data system that provides a record of participant information as described therein to include:

- (a) a record of each applicant for whom an application has been completed and a formal determination of eligibility or ineligibility made;
- (b) a record of each participant's enrollment sufficient to demonstrate compliance with the eligibility criteria of a particular program, activity and other restrictions imposed by the Act; and
- (c) other information as necessary and/or as outlined in the scope of work to develop and measure the achievement of performance standards and monitor equal opportunity.

3.6.2 Recipient/Subrecipient/Subgrantee Responsibilities

Recipient/subrecipient/subgrantee responsibilities are specified in the Participant Data System (SC Works Online Services) Manual (found under Staff Resources of the system) for WIOA subrecipients/subgrantees. The procedures and forms in this manual are, hereby, incorporated into these terms and conditions. Recipient/subrecipient/subgrantee responsibilities include, but are not limited to:

- (a) preparation and submission of all necessary forms and reports required by the Awarding Entity within the time specified by the Awarding Entity;

- (b) eligibility determination and certification of applicant eligibility, as applicable;
- (c) tracking and ensuring participants' maximum in program activities, program duration and other constraints imposed by the Act;
- (d) submission of such other reports, data and information on the operation and performance of this Agreement as may be required by the Awarding Entity;
- (e) maintaining a system that provides a complete and accurate record of participant's status, characteristics, exit and employment data which shall be used by the Awarding Entity to measure accomplishments or performance in achieving the objectives stated in this Agreement.

All reporting forms authorized and/or procedures developed by the Awarding Entity may be modified at the discretion of the Awarding Entity.

3.7 PARTICIPANT PAYMENTS, BENEFITS AND WORKING CONDITIONS

3.7.1 Payments to Participants

Needs-Related Payments (20 CFR 680.930) Needs-related payments provide financial assistance to participants for the purpose of enabling them to participate in training and are a supportive service authorized by WIOA sec. 134(d)(3). Unlike other supportive services, in order to qualify for needs-related payments a participant must be enrolled in training. For eligibility guidelines and payment determinations, reference 20 CFR 680, subpart G.

OJT Compensation - The recipient/subrecipient/subgrantee shall ensure that participants in On-the-Job Training are compensated by the employer at the same rates, including periodic increases not related to individual performance, as similarly situated employees or trainees. In no event shall compensation be less than the highest of the minimum wage prescribed under the Fair Labor Standards Act of 1938, as amended, or applicable state or local minimum wage laws.

3.7.2 Benefits and Working Conditions

Conditions of employment or training will be appropriate and reasonable with regard to the type of work; the geographical region; and proficiency of the participant.

Training and related services will be provided to the extent practical, consistent with every participant's fullest capabilities, and lead to unsubsidized employment opportunities which will enable participants to become economically self-sufficient.

Each participant in an On-the-Job Training and/or apprenticeship work-related training shall be assured of Workers' Compensation, including medical and accident, at the same level and to the same extent as others similarly employed who are covered by a Workers' Compensation statute or system.

Each participant who is employed in OJT and/or apprenticeship work-related training, where others similarly are employed and are not covered by an applicable Workers' Compensation statute, shall be provided with medical and accident insurance' benefits. Such benefits shall be adequate and comparable to the medical and accident insurance provided under the applicable State Workers' Compensation statute. Subrecipients/

subgrantees are not required to provide these participants with income maintenance coverage.

Each participant enrolled in other than On-the-Job-Training or work-related activities shall be provided with adequate on-site medical and accident insurance.

Each participant prior to entering employment or training shall be informed of the name of his or her employer and of his or her rights and benefits in connection with such employment and training.

No participant will be required or permitted to work; be trained, or receive service in buildings or surroundings; or under working conditions that are unsanitary, hazardous or dangerous to his or her health or safety. Participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices. Training will be conducted in a commercial building. Residential buildings are not considered suitable training sites. (Homes, apartments, and other domiciles currently occupied as a private residence for individuals/families are unallowable training sites.)

Unemployment Compensation costs are allowable for staff hired, in accordance with the administrative provisions of the Regulations, and for On-the-Job-Training participants to be covered for Unemployment Compensation purposes.

3.7.3 Supportive Services

Supportive services may be provided to participants through in-kind or cash assistance, or by arrangement with another human service agency, when necessary, to enable an individual to participate in activities authorized under WIOA.

3.7.4 Retirement Programs

The Act provides for temporary training and employment; therefore, the inclusion of WIOA participants in a retirement program is prohibited.

3.7.5 Child Labor

The recipient/subrecipient/subgrantee will comply with the Hazardous Occupations order issued pursuant to the Fair Labor Standards Act and set forth at **29 CFR Section 570.50 et seq.**, with respect to the employment of youth under eighteen years of age; with the Child Labor Law Standards of **29 CFR Section 570.117 et seq.**, with respect to the employment of youth aged fourteen and fifteen; and all applicable state and local child labor laws. The recipient/subrecipient/subgrantee is responsible for ensuring that its subrecipients/subgrantees, if any, maintain compliance with the laws enumerated in this Section.

3.8 REQUIREMENTS FOR RECORDS

All records required under this Agreement, the Act, Regulations and applicable Circular shall be the responsibility of recipient/subrecipient/ subgrantee. Retention of, and access to, such records shall be provided in accordance with **2 CFR 200.333**.

The recipient/subrecipient/subgrantee shall retain all records including financial, statistical, property, participant records and supporting documentation for **five (5) years** after the recipient/subrecipient/ subgrantee submits to the Awarding Entity its final expenditure report for that funding period. Records for nonexpendable property shall be retained for a period of **five (5) years** after final disposition of the property.

The recipient/subrecipient/subgrantee shall retain records beyond this period if any litigation or audit is begun or if a claim is instituted involving this Agreement covered by the records. In such instances, the recipient/ subrecipient/subgrantee shall retain records until the litigation, audit or claim has been finally resolved.

In the event of the termination of a relationship, the Awarding Entity shall be responsible for the maintenance and retention of the records of a recipient/subrecipient/subgrantee unable to retain them.

A recipient/subrecipient/subgrantee who goes out of business or is unable to retain records as described above will transfer all records above to the Awarding Entity in an orderly manner. Each box will be labeled and in acceptable condition for storage. The Awarding Entity will inventory the contents of each box prior to or upon acceptance.

3.8.1 Substitution of Microfilm

Copies made by microfilming, scanning, photocopying, or similar methods may be substituted for the original records.

3.8.2 Right of Access to Records

The Awarding Entity; SC Department of Employment and Workforce; the U. S. Department of Labor; the Office of the Inspector General; the Comptroller General of the United States; or any of their authorized representatives have the right of timely and reasonable access to all records of the recipient/subrecipient/subgrantee that are pertinent to this Agreement.

This right also includes timely and reasonable access to recipient/subrecipient/subgrantee personnel at all levels for the purpose of interview and discussion related to such records.

The recipient/subrecipient/subgrantee understands that the right of access is not limited to the required retention period but shall last as long as the records are retained.

The recipient/subrecipient/subgrantee may not otherwise divulge registrant/participant information without permission of the registrant/ participant.

3.8.3 Fees

The recipient/subrecipient/subgrantee may charge a fee for processing a request for a record to the extent the cost is sufficient to recover the cost applicable to processing such request.

3.9 PROCUREMENT

Each recipient/subrecipient/subgrantee shall establish and implement procurement standards to ensure fiscal accountability and prevent waste, fraud and abuse in programs funded under the Act.

Each recipient/subrecipient/subgrantee shall have written procedures for procurement transactions. These procedures shall comply at a minimum with Federal and State requirements, and may reflect applicable local laws and regulations, provided that they do not conflict with WIOA policy.

Funds awarded under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from federal, state or local sources unless it is demonstrated that the WIOA-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

The recipient/subrecipient/subgrantee shall conduct procurement in a manner that provides full and open competition.

3.9.1

Methods of Procurement

The recipient/subrecipient/subgrantee shall use one of the following methods of procurement appropriate for each procurement action in accordance with its local procurement policy:

- (a) **Small Purchase Procedures:** simple and informal procurement methods for securing services, supplies or other property. This procedure must at a minimum follow the SC Consolidated Procurement Code. The recipient/subrecipient/subgrantee will follow the Appalachian Council of Governments procurement policy as outlined below or the SC Consolidated Procurement Code, whichever is more strict. Price or rate quotations must be documented from an adequate number of qualified sources.

To fill the needs for supplies and services, the following purchasing procedures are required to be followed by the recipient/subrecipient/subgrantee for all purchases under \$15,000 (except for travel expenses, renewal of contracts, and recurring expenses, i.e. utility bills, telephone, office rent and other costs associated with approved contracts).

<\$300: *An order shall be placed with a vendor most advantageous to the WIOA program. (Purchasing procedures outlined in this section may be eliminated if a term contract exists on a specific item and the contract was awarded according to regular purchasing procedures.*

Between \$300 and \$5,000: *The recipient/subrecipient/subgrantee shall obtain at least two informal quotations, if possible, and inform the WorkLink Workforce Development Board Grant point of contact of the results.*

Between \$5,001 and \$10,000: *The recipient/subrecipient/subgrantee will obtain three (3) or more written quotations, proposals, or bids as appropriate. The bids or quotes should be based on specifications supported under the WIOA program rules and regulations, and approved by the WorkLink WDB Grant point of contact.*

Between \$10,001 and \$15,000: *The recipient/subrecipient/subgrantee will obtain five (5) or more written quotations, proposals, or bids as appropriate based on specifications approved by the WorkLink WDB Grant point of contact.*

The recipient/subrecipient/subgrantee will award a contract, upon approval of the WorkLink WDB point of contact, to the vendor most advantageous to the WIOA program.

- (b) **Sealed Bids (Formal Advertising):** publicly solicited procurement for which a firm fixed-price contract (lump sum or unit price) or other fixed-price arrangement is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the Invitation for Bids, is the lowest in price. Bids shall be solicited

from three or more responsible bidders. If bids to a solicitation are not received, the recipient/subrecipient/subgrantee may determine the fair market value from three or more Internet vendors and then proceed with the purchase.

- (c) **Competitive Proposals:** normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type of contract is awarded. Each competitive proposal process must include a documented methodology for technical evaluations and awarded to responsible offeror whose proposal is most advantageous to the program with price, technical and other factors considered. This method is generally used when conditions are not appropriate for the use of sealed bids.

Under letter (b) and letter (c): All services and equipment by the recipient/subrecipient/subgrantee in an amount of \$15,000 or more will be acquired according to the following procedures:

- *The recipient/subrecipient/subgrantee shall determine that the item or service is authorized by the budget, funds are available for purchase, and the WorkLink WDB point of contact approves the requested purchase or sub-award.*
- *The recipient/subrecipient/subgrantee shall prepare request for bids and specifications or request for proposals, list the potential vendors, and prepare proposed newspaper and other legal advertisement. The advertisements should include:*
 - *Brief scope of services;*
 - *Name and telephone of the person to contact for a copy of the RFP or bid specifications;*
 - *Deadline for submitting proposal or bids; and*
 - *Statement that the WIOA program does not discriminate.*
- *The recipient/subrecipient/subgrantee shall send out the RFP or bid to the list of vendors and advertise at a minimum in Anderson, Greenville, and Spartanburge Counties. A minimum of ten (10) calendar days must be allowed for submission of proposals or bids.*
- *The recipient/subrecipient/subgrantee shall a hold public bid opening at time and place announced, and tabulate bids. The results shall be submitted to a committee of non-biased peers selected from among management staff of partners (or their designee) and/or WDB members and/or other area subject experts. Under no circumstances should an individual be included in the committee to review and score bids that has a conflict of interest. This committee will select the best proposal.*
- *The recipient/subrecipient/subgrantee must make available all documentation to support the procurement upon request.*

- (d) **Non-Competitive Proposals (Sole Source):** procurement through solicitation of a proposal from only one source, when that vendor has proprietary goods, or after solicitation of a number of sources, competition is determined inadequate.

Each recipient/subrecipient/subgrantee shall minimize the use of sole source procurement to the extent practicable, but in every case, the use of sole source procurement shall be justified and documented and in accordance with its procurement

policies. Procurement by non-competitive proposals may be used only when the award of a grant/ contract is infeasible under small purchase procedures, sealed bids, or competitive proposals. All methods should be exhausted before a non-competitive procurement can be determined.

The recipient/subrecipient/subgrantee shall perform cost or price analysis in connection with every procurement action, including grant/contract modifications. The methods and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, the recipient/subrecipient/subgrantee shall make independent estimates before receiving bids or proposals.

Procurement under the Act shall not permit excess program income for non-profit and governmental entities or excess profit for private-for-profit entities.

The "cost plus a percentage of cost" method of procurement is prohibited under this Agreement.

The recipient/subrecipient/subgrantee shall conduct and document oversight to ensure compliance with the procurement standards, in accordance with the requirements of the WIOA Regulations.

Each recipient/subrecipient/subgrantee shall maintain records sufficient to detail the significant history of a procurement. These records shall include:

- (1) rationale for the method of procurement;
- (2) the selection of contract type; and
- (3) contractor selection or rejection and the basis for the grant/contract type.

All methods of procurement must include language to ensure that all recipients/subrecipients/subgrantees are fully aware of the Jobs for Veterans requirements and of their obligation to design and deliver services accordingly. Such language may include:

This program is subject to the provisions of the "Jobs for Veterans Act," 38 U.S.C § 4215) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

The recipient/subrecipient/subgrantee shall comply with all applicable provisions of the Act; regulations; 2 CFR 200; and issuances and Instructions from the Awarding Entity in implementing its procurement system.

Recipients/subrecipients/subgrantees should not enter into agreements/contracts/grants/awards/sub-awards or similar types of written contracts, or transfer current grant agreements for services to any organization, individual, or group without prior written permission from the WorkLink WDB.

3.9.2

Selection of Service Providers through Formal Grant Process

Each recipient/subrecipient/subgrantee, to the extent practicable, shall select service providers by using a competitive grant application process.

Awards are to be made to organizations possessing the ability to perform successfully under the terms and conditions of a proposed subgrant or contract.

Proper consideration shall be given to community-based organizations, including women's organizations, with knowledge about or experience in non-traditional training for women, which are recognized in the community in which they are to provide services.

Recipients/subrecipients/subgrantees are encouraged to utilize qualified minority firms where cost and performance of major grant work will not conflict with funding or time schedules.

Recipients/subrecipients/subgrantees should not enter into agreements/contracts/grants/awards/sub-awards or similar types of written contracts, or transfer current grant agreements for services to any organization, individual, or group without prior written permission from the WorkLink WDB.

3.9.3 Conflict of Interest

No employee of the recipient/subrecipient/subgrantee; no member of the recipient/subrecipient/subgrantee governing board or body; and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his personal monetary interest.

The recipient/subrecipient/subgrantee agrees that none of its employees or officers has an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The recipient/subrecipient/subgrantee further agrees that in the performance of this Agreement no person having any such interest shall be employed. The recipient/subrecipient/subgrantee will establish safeguards to prevent its staff members or subcontractors from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others, particularly those with whom they have family, business or other ties. The recipient/subrecipient/subgrantee will require all subcontractors to comply with this Section as a condition of award.

As an additional limitation to any imposed by applicable state or local law, no member of any council or board which has a function related to the performance of this Agreement shall cast a vote on any matter which has a direct bearing on services to be provided by that member (or any organization which that member directly represents) or vote on any matter which would financially benefit the member of the organization which the member represents.

No non-governmental individual, institution or organization shall be paid funds provided under this Act to conduct an evaluation of any program under the Act if such individual, institution or organization is associated with that program as a consultant or technical advisor, or in any similar capacity.

The recipient/subrecipient/subgrantee shall not enter into any agreement in violation of state or local law or ordinance during the course of its performance of this Agreement.

3.9.4 Nepotism

No relative by blood, adoption or marriage of any executive or employee of the recipient/subrecipient/subgrantee shall receive favorable treatment for enrollment into services provided by, or employment with, the recipient/subrecipient/subgrantee.

The recipient/subrecipient/subgrantee shall also avoid entering into any agreements for services with a relative by blood, adoption or marriage. For the purpose of this Agreement, "relative by blood, adoption or marriage" to the sixth degree shall include: wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild, grandparents, great-grandparents and cousins within the sixth degree. When it is in the public interest for the recipient/subrecipient/subgrantee to conduct business (only for the purpose of services to be provided) with a relative, the recipient/subrecipient/subgrantee shall obtain approval from the Awarding Entity before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

The recipient/subrecipient/subgrantee assures that all subcontractors under this Agreement will comply with the nepotism requirements and shall include these requirements in its contracts.

3.9.5 Conducting Business Involving Close Personal Friends and Associates

Executives and employees of the recipient/subrecipient/subgrantee will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates in administering the Agreement, and will exercise due diligence to avoid this influence.

3.9.6 Property Management Standards

Real property, equipment, supplies and intangible property acquired or produced by States and governmental recipient/subrecipient/subgrantee, with WIOA funds, shall be governed by the definitions and property requirements (**see Uniform Guidance at 2 CFR 200**), except that prior approval by the Department of Labor to acquire property is waived. Non-governmental recipients/subrecipients/subgrantees shall be governed by the definitions and property management standards of **2 CFR 200**, as codified by administrative regulations of the Department of Labor (**refer to 2 CFR 200**), except that prior approval by the Department of Labor to acquire property is waived.

The recipient/subrecipient/subgrantee shall follow and comply with procurement and property management procedures issued by the Awarding Entity and any future amendments, in addition to the minimum standards of its own procurement system, in the acquisition of equipment, property, supplies, maintenance, and repairs when using funds provided by the Workforce Innovation and Opportunity Act of 2014.

The recipient/subrecipient/subgrantee shall not purchase, lease, rent, trade, transfer or dispose of any non-expendable personal property without prior approval of the Awarding Entity.

A recipient/subrecipient/subgrantee shall not acquire equipment with an acquisition/unit cost of \$5,000 or more per unit without the prior, written approval of the Awarding Entity. Approval of the recipient/subrecipient/ subgrantee budget does not constitute prior approval for purchases.

The recipient/subrecipient/subgrantee shall notify the Awarding Entity immediately of acquisitions with WIOA funds. Such notification shall include the location of the property and other related acquisition information required by the Awarding Entity for inventory purposes. Expendable personal property purchased shall be maintained in accordance with the U.S. Department of Labor's One Stop Comprehensive Financial Management Technical Assistance Guide, Chapter II-11.

Subject to these provisions, the recipient/subrecipient/subgrantee shall not enter a lease-purchase agreement without prior written approval from the Awarding Entity. In the event a lease or lease-purchase agreement is entered into, the first option-to-buy right rests with the Awarding Entity. The Awarding Entity will, at its discretion, exercise option to buy and take title to the item.

In the event that the recipient/subrecipient/subgrantee is indemnified, reimbursed or otherwise compensated by a third party for any loss, destruction of or damage to the property acquired with funds received under this Agreement, the recipient/subrecipient/subgrantee shall, as directed by the Awarding Entity, use such money to repair, renovate or replace the property; credit such proceeds against the state's liabilities to the recipient/subrecipient/subgrantee; or reimburse the Awarding Entity. In the event of damage or loss of a WIOA vehicle, the insurance payments shall be made to the Awarding Entity or entity holding title to the vehicle.

It is understood and agreed by the parties hereto that title to any non-expendable personal property furnished by the U. S. Department of Labor or the Awarding Entity to the recipient/subrecipient/subgrantee for use in connection with programs under this Agreement shall remain vested in the Awarding Entity. Title to property acquired or produced by a recipient/subrecipient/subgrantee that is a commercial organization shall vest in the Awarding Entity. It is further understood and agreed that title to non-expendable personal property purchased with funds received under this Agreement shall be vested in the Awarding Entity and records of non-expendable property purchased shall be maintained in accordance with the U.S. Department of Labor Property Management and the South Carolina WIOA Procurement Standards.

The recipient/subrecipient/subgrantee may spend funds received under this Agreement within the limits prescribed in the budget of this Agreement, subject to the other provisions of this Section, for the acquisition of or rental or leasing of supplies, equipment and materials for participants; for the rental or leasing of real property; and for equipment ordinarily provided by the employer to regular employees.

The recipient/subrecipient/subgrantee will maintain an up-to-date inventory of all WIOA property in its custody, and implement adequate maintenance procedures to keep the property in good condition.

3.10 CHANGES AND MODIFICATIONS

3.10.1 Amendments

Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal laws, or federal regulations, promulgated pursuant thereto or, by (1) State Instructions; (2) Department of Labor Field Memorandums; (3) Department of Labor WIOA Information Series; or (4) Awarding Entity Instructions are automatically incorporated into this Agreement without written amendment hereto, and shall go into effect on the date designated by the law, regulation or instruction.

If the recipient/subrecipient/subgrantee cannot conform to the changes required by federal laws, or federal regulations promulgated pursuant thereto, or by (1) State Instructions; (2) Department of Labor Field Memorandums; (3) Department of Labor WIOA Information Series; or (4) Awarding Entity Instructions, the recipient/subrecipient/subgrantee shall notify the Awarding Entity in writing no later than the effective date of such law or regulation that it cannot conform. The Awarding Entity shall then establish the standards for the termination of the recipient/subrecipient/subgrantee programs and shall terminate the Agreement as soon as practical. The best interest of the participant shall be the primary consideration in establishing the standards for such termination.

It is understood and agreed by the parties hereto that this Agreement must at all times be in compliance with the Act and Regulations promulgated pursuant to the Act, and that changes, interpretations, and clarifications of the Act and Regulations to be made by the U.S. Department of Labor during the Agreement period will have the effect of qualifying the terms of this Agreement.

3.10.2 Modifications

Except as provided otherwise herein, any alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing and executed by both parties of this Agreement.

The recipient/subrecipient/subgrantee may transfer funds within cost categories provided:

- (a) the transfer will not increase the monetary obligations of the Awarding Entity;
- (b) the transfer will not increase the total amount allocated to any single cost category in the budget;
- (c) the transfer will not decrease the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; or (3) the individuals to be served within significant client groups of the Agreement;
- (d) the transfer will not significantly change the nature or scope of the program funded under this Agreement. Exception: Any and all changes in personnel, fringe benefits and indirect cost must have prior approval of the Awarding Entity.

The recipient/subrecipient/subgrantee may transfer funds between line items if the transfer does not change the line item value by more than 10%.

The recipient/subrecipient/subgrantee may increase the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; (3) the planned placement terminations in each program activity; or (4) the individuals to be served within significant client groups as specified in the Agreement, provided that the level of funds does not exceed the cost categories of the Agreement or latest modification.

The Awarding Entity may at any time, by written order, make changes within the general scope of this Agreement. If any such change causes an increase in the cost of, or time required for, performance of any part of the program under this Agreement, whether changed or not by such order, an equitable adjustment shall be made in the Agreement

amount or completion date, or both, and the Agreement shall be modified in writing accordingly.

In accordance with these provisions herein, the Awarding Entity will not guarantee a modification to provide additional funds to cover expenditures on the part of the recipient/subrecipient/subgrantee during or after the period of this Agreement.

3.11 SUBCONTRACTING AND MONITORING

3.11.1 Sub-tier Agreements

The recipient/subrecipient/subgrantee may purchase or subcontract for the services and/or activities specified in the Program Work Statement and Budget of this Agreement only with the prior written approval of such subcontracts and subcontractors by the Awarding Entity, and in accordance with procurement requirements in the Uniform Guidance (2 CFR 200) and Appalachian Council of Governments (ACOG) procurement policy. The recipient/subrecipient/subgrantee, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the Awarding Entity is in no way liable to the subcontractor. In order to assure the Awarding Entity of strict performance of this Section, the recipient/ subrecipient/subgrantee must submit to the Awarding Entity subcontract Agreements for review upon request.

In no event shall any provision of this Section specifically be construed as relieving the recipient/subrecipient/subgrantee of the responsibility for ensuring that the performance provided under all subcontracts conforms to the terms and provisions of this Agreement.

Awarding Entity review under this Section does not constitute adoption, ratification or acceptance of the recipient's/subrecipient's/subgrantee's performance under this Agreement. The Awarding Entity does not waive any right of action which may exist or which may subsequently accrue to the Awarding Entity under this Agreement.

The recipient/subrecipient/subgrantee will ensure that its subcontractors, if any, do not subcontract for any performance or partial performance of an activity or service provided or to be provided through this Agreement.

The recipient/subrecipient/subgrantee will not subcontract for any part of its performance under this Agreement where such proposed subcontract would result in a violation of the Agreement; the Regulations promulgated under the Act; the Act itself; or any other applicable federal, state or local laws.

Grants/Subcontracts must include language to ensure that all recipients/subrecipients/subgrantees are fully aware of the Jobs for Veterans requirements and of their obligation to design and deliver services accordingly. Such language may include:

This program is subject to the provisions of the "Jobs for Veterans Act," (38 U.S.C. § 4215) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

3.11.2 Monitoring

The recipient/subrecipient/subgrantee, unless specifically relieved of this responsibility elsewhere in this Agreement, is required to monitor the program of its subcontractors, if

any, to ensure compliance with the Act and the Regulations and the provisions of the sub-agreement. All monitoring visits must be documented by written reports.

3.12 TERMINATION PROVISIONS

The performance of work under this Agreement may be terminated by the Awarding Entity, in whole or in part, for either of the following circumstances:

3.12.1 Termination for Convenience

The performance of work under the Agreement may be terminated, in whole or in part, by the Awarding Entity whenever it determines that such termination or suspension is in the best interest of the Awarding Entity. Termination of work hereunder shall be effected by delivery to the recipient/subrecipient/subgrantee of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than **ten (10) working days** after receipt of notice thereof.

Following receipt of the Notice of Termination, the recipient/subrecipient/ subgrantee shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items. In addition, the recipient/subrecipient/subgrantee shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such cancelled commitments, the recipient/subrecipient/subgrantee agrees to:

- (a) settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and
- (b) assign to the Awarding Entity, at the time and to the extent directed by the Awarding Entity, all of the rights, title, and interest of the recipient/subrecipient/subgrantee under the orders and subcontracts so terminated. The Awarding Entity shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

3.12.2 Termination for Cause

The Awarding Entity may terminate this Agreement when it has determined that the recipient/subrecipient/subgrantee has failed to provide any of the services specified or comply with any of the provisions contained in this Agreement. If the recipient/subrecipient/subgrantee fails to perform in whole or in part, or fails to make sufficient progress so as to endanger performance, the Awarding Entity will notify the recipient/subrecipient/subgrantee of such unsatisfactory performance in writing. The recipient/subrecipient/subgrantee has **ten (10) working days** in which to respond with a plan agreeable to the Awarding Entity for correction of the deficiencies. If the recipient/subrecipient/subgrantee does not respond within the appointed time, or does not respond with appropriate plans, the Awarding Entity may serve a termination notice on the recipient/subrecipient/subgrantee, which will become effective within **thirty (30) calendar days** after receipt. In the event of such termination, the Awarding Entity shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement.

The recipient/subrecipient/subgrantee shall have the right to appeal any such determination made by the Awarding Entity to the Local Workforce Development Board (LWEB) within **thirty (30) calendar days**.

- When the recipient/subrecipient/subgrantee has failed to submit his appeal within **thirty (30) calendar days** from the date of the termination notice and has failed to request extension of such time, he shall have no such right of appeal.
- In the case of state grants, the appeal will be made to the State Workforce Development Board. The same time parameters and conditions apply as those for the LWDB.

Upon termination of the Agreement, in any case where the Awarding Entity has made a determination of the amount due the recipient/ subrecipient/subgrantee, the Awarding Entity shall pay the recipient/ subrecipient/subgrantee according to the following:

- (a) if there is no right of appeal hereunder or if no timely appeal has been made, the amount so determined by the Awarding Entity; or
- (b) if an appeal has been made, the amount finally determined on such appeal.

In arriving at the amount due the recipient/subrecipient/subgrantee under this clause, there shall be deducted:

- (a) all unliquidated advance or other payments on account made to the recipient/subrecipient/subgrantee applicable to the terminated portion of this Agreements;
- (b) any claim which the Awarding Entity may have against the recipient/subrecipient/subgrantee in connection with this Agreement; and
- (c) the negotiated price for, or the proceeds from the sale of any materials, supplies or other items acquired by the subrecipient/ subgrantee, or sold, pursuant to the provisions of this clause and/or otherwise covered by or credited to the Awarding Entity.

If the termination hereunder is partial, prior to the settlement of the terminated portion of this Agreement, the recipient/subrecipient/ subgrantee may file with the Awarding Entity a request in writing for an equitable adjustment to the price or prices specified in the Agreement relating to the continued portion.

Upon termination of this Agreement for any reason, the recipient/subrecipient/subgrantee shall return to the Awarding Entity, within **thirty (30) calendar days** after receipt of a written request, all property furnished to the recipient/subrecipient/subgrantee by the U.S. Department of Labor or the Awarding Entity and all records pertaining to this Agreement and its programs. The recipient/subrecipient/subgrantee shall return such property and records in the manner prescribed by the Awarding Entity. Between the date of termination of the Agreement and the date of return of the property and records, the recipient/subrecipient/ subgrantee shall protect such property and records from damage, loss or destruction.

Otherwise, the recipient/subrecipient/subgrantee shall preserve records relating to this Agreement as provided in Section 3.8, Requirements for Records.

In cases of fraud or illegal activities, the Awarding Entity has the right to initiate the process to seize the WIOA numbered bank account or any other account which contains WIOA funds up to the amount to be returned.

3.13 AUDITS

3.13.1 Audits and Inspections

At any time during normal business hours and as often as the U.S. Department of Labor, U.S. Comptroller General, State Auditor of South Carolina or Awarding Entity may deem necessary, the recipient/ subrecipient/subgrantee shall make available for examination all of its records with respect to all matters covered by this Agreement. These agencies have the authority to audit, examine, and make copies of excerpts or transcripts from records, including all grants, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement:

- (a) the Awarding Entity shall have the authority to examine the books and records used by the recipient/subrecipient/subgrantee in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the Awarding Entity, the Awarding Entity reserves the right to withhold any or all of its funding to the recipient/subrecipient/subgrantee until such time as they do meet these standards;
- (b) the Awarding Entity shall have the authority to examine all forms and documents used including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks and other checks used by the recipient/ subrecipient/subgrantee until such time as they do meet these standards;
- (c) the Awarding Entity may require the recipient/subrecipient/subgrantee to use any or all of its accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement;
- (d) the Awarding Entity reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled or advanced in any way, tangible or intangible. Such sites may include the home office, and branch office or other locations of the recipient/subrecipient/subgrantee if such sites or the activities performed thereon have any relationship to the program covered by this Agreement;
- (e) the Awarding Entity shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property and/or equipment authorized by this Agreement; and
- (f) subject to the discretion of the Awarding Entity, certain authorized members of the Awarding Entity shall have the right to be present at any and all of the recipient's/subrecipient's/subgrantee's staff meetings, Board of Director's meetings, Advisory Committee meetings and Advisory Board meetings if an item to be discussed is an item of this Agreement.

When a fiscal or special audit determines that the recipient/subrecipient/ subgrantee has expended funds which are questioned under the criteria set forth herein, the recipient/subrecipient/ subgrantee shall be notified and given the opportunity to justify

questioned expenditures prior to the Awarding Entity's final determination of the disallowed costs, in accordance with the procedures established under WIOA.

The recipient/subrecipient/subgrantee is liable to repay such amounts from funds other than funds received under this Act, upon a determination that the improper expenditure of funds was due to willful disregard of the requirements of this Act, gross negligence or failure to observe accepted standards of administration.

3.13.2 Audit Reports

In accordance with 2 CFR 200, the recipient/subrecipient/ subgrantee must submit all finalized audit reports to the Awarding Entity within **thirty (30) calendar days** of receipt.

3.14 ASSURANCES

As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it will comply fully with the following nondiscrimination provisions, equal opportunity provisions, Public Laws and Executive Orders, including but not limited to:

- A. WIOA Section 188 (29 CFR, Part 38), which provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief, and, for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in a WIOA Title I-financially assisted program or activity;
- B. Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972, which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;
- C. Title VII of the Civil Rights Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;
- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;
- E. The Age Discrimination Act of 1975 (42 U.S.C. §6101), as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- F. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;
- G. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688), as amended, which prohibits discrimination on the basis of sex in educational programs;

- H. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;
- I. Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination in employment on the basis of genetic information;
- J. Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;
- K. Section 508 of the Rehabilitation Act (29 U.S.C. §794d), which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;
- L. Jobs for Veterans Act (38 U.S.C. §4215), which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;
- M. P.L. 113-114, Division E, Title VII, Section 743, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;
- N. P.L. 113-114, Division H, Title V, Section 505, which establishes that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
 - 1. The percentage of the total costs of the program or project which will be financed with Federal money;
 - 2. The dollar amount of Federal funds for the project or program, and
 - 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both must be complied with.

- O. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;
- P. Executive Order 13333, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that

the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. §7104(g));

- Q. Buy American Notice Requirement, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);
- R. Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997), which provides that recipients of Federal funds are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;
- S. Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009), which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;
- T. Special Requirements for Conferences and Conference Space. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;
- U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;
- V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;
- W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and
- X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3). The notice must

contain specific wording regarding the prohibited bases and the process for filing a complaint, as required by 29 CFR §38.30.

3.14.1

Affirmative Action (Executive Order 11246, as amended by Executive Order 11375, and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended)

Executive Order 11246 prohibits employment discrimination on the basis of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

Institutions or agencies with federal grants or contracts of **\$50,000 or more and 50 or more employees** are required to develop a written Affirmative Action Plan to overcome the effects of past discrimination and to facilitate optimal utilization of qualified women and minorities throughout the workforce. An Affirmative Action Plan must contain a workforce utilization analysis to identify those areas in which women and minorities are under-utilized, a review of all employment policies and practices to identify and to eliminate any sources of discrimination, and a statement of numerical goals and timetables for the correction of any under-utilization identified. Although the grant or contract may involve only one unit within the institution or agency, the Affirmative Action Plan must cover all employees throughout the institution.

Section 504 of the **Rehabilitation Act of 1973**, as amended, prohibits discrimination based on disability. **Section 503** of the Rehabilitation Act of 1973 prohibits discrimination and requires employers with federal contracts or subcontracts that exceed **\$10,000** to take affirmative action to hire, retain, and promote qualified individuals with disabilities.

The recipient/subrecipient/subgrantee will not discriminate against any employee or applicant for employment or training because of physical or mental disability in regard to any position for which the employee or applicant for employment is otherwise qualified. The recipient/ subrecipient/subgrantee shall establish an Affirmative Action Plan for outreach to, and training, placement and advancement of, individuals with disabilities in employment and training programs under the Act.

3.14.2

Veterans Employment

It is required that programs supported under section 168 of WIOA are coordinated, to the maximum extent feasible, with related programs and activities conducted under Title 38 of the United States Code.

3.14.3

Relocation

No funds provided under this title shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.

No funds provided under this title for an employment and training activity shall be used for customized or skill training, on-the-job training, or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.

3.14.4 Disputes and Court Action

The recipient/subrecipient/subgrantee, employees of the recipient/ subrecipient/ subgrantee or anyone acting on behalf of the recipient/subrecipient/subgrantee, and/or participants in any of the recipient's/subrecipient's/subgrantee's program, shall not intimidate, threaten, coerce, or discriminate against any individual or organization because the individual or organization has filed a complaint; intends to file a complaint or instituted a proceeding under the Act; testified or is about to testify; assisted or participated in any manner in an investigation, proceeding, or hearing under the Act.

3.14.5 Grievance and Hearing Procedures for Noncriminal Complaints at the Local Workforce Development Area (LWDA) (20 CFR 667.600)

Each LWDA under the Act shall establish and maintain a grievance procedure for grievances or complaints about its programs and activities from registrants, applicants, participants, subrecipients/subgrantees, and other interested parties affected by the LWDA including one-stop partners and service providers. Procedures must provide for informal resolution and a hearing. Hearings on any grievance or complaint shall be conducted and a decision shall be issued within **60 calendar days** of the filing of the grievance or complaint. Complaints arising from actions taken by the subrecipients/subgrantees with respect to investigations or monitoring reports shall be resolved in accordance with 667.500.

The LWDA hearing procedure shall include written notice of the date, time and place of the hearing; an opportunity to present evidence; a written decision and a notice of appeal rights.

The LWDA and subrecipients/subgrantees shall assure that employers, including private-for-profit employers of participants under the Act, have a grievance procedure available to the participants engaged in OJT, apprenticeships, and internships relating to the terms and conditions of employment.

Employers may operate their own grievance system or may utilize the grievance system established by the state, the LWDA or recipient/subrecipient/subgrantee except in a case where the employer is required to use a certain grievance procedure under a covered collective bargaining agreement. Then those procedures should be followed for the handling of WIOA complaints under this section. Employers shall inform participants of the grievance procedures they are to follow when the participant begins employment.

An employee grievance system shall provide for, upon request by the complainant, a review of an employer's decision by the LWDA and the State if necessary.

3.14.6 Complaints of Discrimination

Complaints of discrimination shall be handled under **29 CFR Part 38**.

3.14.7 Complaints and Reports of Criminal Fraud, Waste and Abuse

Information and complaints involving criminal fraud, waste, abuse or other criminal activity shall be reported through the US Department of Labor's Incident Reporting System, directly and immediately to the US Department of Labor Office of Inspector General, Office of Investigations, 200 Constitution Avenue, NW, Room S-5514, Washington, DC 20210, or to the Regional Inspector General for Investigations, with a copy simultaneously provided to the US Department of Labor, Employment and Training Administration. The Hotline Number is **1-800-347-3756**.

3.14.8 Non-WIOA Remedies

Whenever any person, organization, or agency believes that a recipient/subrecipient/subgrantee has engaged in conduct that violates the Act and that such conduct also violates a federal statute other than WIOA, or a state or local law; that person, organization, or agency may, with respect to the non-WIOA cause of action, institute a civil action or pursue other remedies authorized under such other federal, state or local law against the recipient/subrecipient/subgrantee, without first exhausting the remedies herein. Nothing in the Act or WIOA Regulations shall: (1) allow any person or organization to file a suit which alleges a violation of WIOA or Regulations promulgated thereunder without first exhausting the administrative remedies described herein; or (2) be construed to create a private right-of action with respect to alleged violations of WIOA or the Regulations promulgated thereunder.

3.14.9 Appeals Process

Any dispute between the Awarding Entity and the recipient/subrecipient/subgrantee concerning the terms or provisions of this Grant Agreement which constitutes a question of fact, and which is not disposed of by agreement, shall be decided by the Awarding Entity.

In connection with any appeal proceeding under this clause, the recipient/subrecipient/subgrantee shall be afforded the opportunity to be heard and to offer evidence in support of its appeal.

Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:

1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of WorkLink WDB.
2. The Executive Director will issue a written decision within 30 days. The decision shall be final and conclusive, unless the recipient/subrecipient/subgrantee furnishes the Awarding Entity with a written appeal as outlined below.
3. If dissatisfied with the decision as set forth by the Executive Director, a written appeal may be made to the WorkLink Workforce Development Board (WDB) within 14 days of receipt of decision.
4. The Chair will designate the Executive Committee or an Ad hoc Committee of at least five WorkLink WDB members to hear the appeal.
5. The WorkLink WDB will hear the appeal and render a decision within 60 days.
6. The recipient/subrecipient/subgrantee will be notified of the WorkLink WDB's decision within 20 days.

In connection with any appeal proceeding under this clause, the recipient/subrecipient/subgrantee shall be afforded the opportunity to be heard and to offer evidence in support of its appeal.

Pending final determination of a dispute, the recipient/subrecipient/subgrantee shall proceed diligently with the performance of the Agreement and in accordance with the Awarding Entity's decision, unless the Agreement is otherwise terminated by either parties. The decisions of the WorkLink WDB (appointed committee) with a written appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply

bad faith, or not supported by substantial evidence. The recipient/subrecipient/subgrantee shall notify the Awarding Entity in writing of any actions or suits filed and of any claims made against the Awarding Entity, the recipient/subrecipient/subgrantee or any of the parties involved in the implementation, administration and operation of the programs funded through this Agreement.

Appeal requests made to the WorkLink WDB must be submitted in writing as follows:

WorkLink WDB
Attn: Appeal
1376 Tiger Blvd, Ste 102
Clemson, SC 29631

3.15 OTHER STIPULATIONS

3.15.1 Other Stipulations Governing this Agreement

All powers not explicitly vested in the recipient/subrecipient/subgrantee by the terms of this Agreement remain with the Awarding Entity.

The Awarding Entity will not be obligated or liable hereunder to any party other than the recipient/subrecipient/subgrantee.

Funds received under WIOA may be expended only for purposes permitted under the provisions of the Act.

Funds made available through one Agreement or Title may not be used to support costs properly chargeable to another Agreement or Title.

3.15.2 Hold Harmless

The recipient/subrecipient/subgrantee shall hold and save the Awarding Entity, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages sustained by any person or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the recipient/subrecipient/subgrantee.

3.15.3 Non-Federal Employees

It is understood and agreed by the parties hereto that no staff member of the recipient/subrecipient/subgrantee or participant receiving funds under this Agreement shall be deemed a federal employee for any purpose or subject to provision of law relating to federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and federal employment benefits, except where specifically provided to the contrary in the Regulations promulgated under the Act.

3.15.4 Sectarian Activities (Section 188 (a)(3) and 29 CFR Part 2, subpart D)

The recipient/subrecipient/subgrantee agrees to comply with all provisions of **Section 188 of the Act** and shall require all sub-contractors to maintain compliance with this Section.

Funds received under WIOA may not be used to directly support religious instruction, worship, prayer, proselytizing, or other inherently religious practices. Except as

described below, the recipient/subrecipient/subgrantee must not employ WIOA participants to carry out the construction or maintenance of any part of any facility that is used, or is to be used for religious instruction or as a place of religious worship.

A recipient/subrecipient/subgrantee may employ WIOA participants to carry out the maintenance of a facility that is not primarily or inherently devoted to religious instruction or religious worship if the organization operating the program is part of a program or activity providing services to the participant.

29 CFR part 2, subpart D, governs the circumstances under which Department support, including under WIOA Title I financial assistance, may be used to employ or train participants in religious activities. Under that subpart, such assistance may be used for such employment or training only when the assistance is provided indirectly within the meaning of the Establishment Clause of the U.S. Constitution, and not when the assistance is provided directly. As explained in that subpart, assistance provided through an Individual Training Account is generally considered indirect, and other mechanisms may also be considered indirect. See also 20 CFR 683.255 and 683.285. 29 CFR part 2, subpart D, also contains requirements related to equal treatment of religious organizations in Department of Labor programs, and to protection of religious liberty for Department of Labor social service providers and beneficiaries.

WIOA Funds may not be used to support the dissemination of anti-religious activities, whether directly against any particular religion or religious practice in general.

3.15.5 Unionization and Political Activity

3.15.5.1 Union

- (a) No funds under this Agreement shall be used in any way to either promote or oppose unionization.
- (b) No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement which contains a Union Security Provision.
- (c) No participant in work experience may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.
- (d) No person shall be referred to or placed in an on-the-job training position affected by a labor dispute involving a work stoppage and no payments may be made to employers for the training and employment of participants in on-the-job training during the period of work stoppage.

3.15.5.2 Political Activity

- (a) The recipient/subrecipient/subgrantee may not select, reject or promote a participant or employee based on that individual's political affiliation or beliefs. The selection or advancement of employees as a reward for political services or patronage is partisan in nature; is discrimination based on political belief or affiliation; and is prohibited. There shall be no referrals for WIOA jobs, nor selection of participants or service providers, based on political affiliation.
- (b) No program-under the Act may involve political activities, including but not limited to:

- (1) participant or employee participation in partisan or non-partisan political activities in which such participant or employee represents himself/herself as a spokesperson for the WIOA program;
 - (2) participant or employee participation in partisan or non-partisan political activities during hours for which the participant or employee is paid with WIOA funds;
 - (3) employing or out-stationing participants in the office of a member of Congress or state or local legislator or any staff of a legislative committee; or
 - (4) employing or out-stationing participants in the immediate offices of any chief elected executive official, chief executive officers, or officers of a state or unit of general local government.
- (c) Neither the program nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way or to any extent, engaged in the conduct of political activities in contravention of **Chapter 15 of Title 5, United States Code**, known as the "**Hatch Act**".
- (d) No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress or to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislatures.

3.15.6 Maintenance of Effort

The recipient/subrecipient/subgrantee shall comply with **Section 181 of the Act and Section 195 of the Act** and shall ensure that all programs under the Act:

- (a) result in an increase in employment and training opportunities over those which would otherwise be available;
- (b) do not result in the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-over-time work, wages or unemployment benefits;
- (c) do not impair existing contracts for services or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed, including services normally provided by temporary, part-time or seasonal workers or through contracting such services out; or
- (d) result in the creation of jobs that are in addition to those that would be funded in the absence of assistance under the Act.

3.15.7 Lobbying (2 CFR §200.450)

No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3.15.8 **Debarment, Suspension, and Other Responsibility Matters**

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

3.15.9 **Drug-Free Workplace** (Public Law 100-690)

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

**SOUTH CAROLINA APPALACHIAN COUNCIL OF GOVERNMENTS
FOR**

WORKLINK WORKFORCE DEVELOPMENT BOARD
1376 Tiger Blvd. Suite 102 Clemson, SC 29631

GRANT AWARD SIGNATURE SHEET

Grantee:

Eckerd Connects Workforce
100 N. Starcrest Drive
Clearwater, FL 33765

Grant Number:

21LRY495E1

Contact:

Kal Kunkel
VP. Operations
(843) 412.5914
E-mail: kkunkel@eckerd.org

Award Amount:

\$74,142

Project Title:

Youth LWDA Resiliency Grant

Grant Period:

December 1, 2021 – May 31, 2023

(18 m.o.)

Conditions:

- Monthly Financial Status Reports/Requests for Payment, inclusive of all expenses up to and including the last day of the month, must be submitted to the fiscal contact person no later than the 10th of the following month.
- By accepting the award, the Grantee agrees to comply with the Grant Statement of Work, Terms and Conditions, and all applicable Federal and state laws, regulations, policies, and procedures.

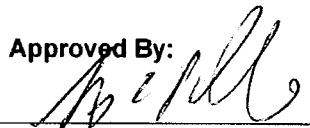
Contacts:

Fiscal and Program

Contact: Sharon E. Crite
864.64.1826
scrite@worklinkweb.com

In accordance with the provisions of the Workforce Innovation & Opportunity Act, funds are awarded in the amount shown above for the purposes specified in the Statement of Work. The acceptance of this award creates a contract between the South Carolina Department of Employment and Workforce and the Grantee named above, legally binding the Grantee to carry out the activities set forth in the Grant Agreement. The Grant Agreement consists of this Grant Award Signature Sheet, Part I – Program Statement of Work, Part II – Grant Budget, and Part III – Terms and Conditions and Local Addendum.

Approved By:


Steve Pelissier
Executive Director

2/12/22
Date

Accepted By:


J. Anthony Styke, CFO
Chief Financial Officer

February 15, 2022
Date

**SOUTH CAROLINA APPALACHIAN COUNCIL OF GOVERNMENTS
FOR**

WORKLINK WORKFORCE DEVELOPMENT BOARD
1376 Tiger Blvd. Suite 102 Clemson, SC 29631

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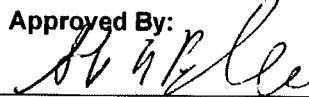
Contacts:

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Contact: Sharon E. Crite
864.64.1826
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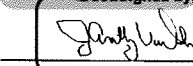
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Approved By:


Steve Pelissier
Executive Director

2/12/22
Date

Accepted By:


J. Anthony Byrke, CFO
Chief Financial Officer

February 15, 2022
Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - GRANT BUDGET
BUDGET SUMMARY**

Grantee: Eckerd Connects

Grant #: 21LRY495E1

Activity Designation: Youth Resiliency Grant

Modification #: Original

I. ADMINISTRATION:

1. Salaries, Fringe Benefits and Indirect Cost
2. Operating Expenses
3. Sub-Tier Administration
4. Other (Specify)

5. Sub-Total

II. PROGRAM:

1. Salaries, Fringe Benefits and Indirect Cost
2. Operating Expenses
3. Participant Activities Cost
4. Participant Services
5. Sub-Tier Program
6. Other (Specify)

7. Sub-Total

III. TOTAL GRANT COST (I + II)

\$73,698

\$445

\$74,142

\$74,142

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - GRANT BUDGET
BUDGET DETAIL
STAFF SALARIES, FRINGE BENEFITS & INDIRECT COST**

Grantee: Eckerd ConnectsGrant No: 21LRY495E1Activity Designation: Resiliency Grant - YouthMod No: Original

SALARIES, FRINGE BENEFITS, & INDIRECT COST					WORK BASED LEARNING		PROGRAM	
Staff Salaries: Position Title	Salary Per Pay Period	% of Time	No. of Pay Periods	TOTAL AMOUNT	%	Amount	%	Amount
0	\$0.00	100%	24	\$0	0%	\$0	0%	\$0
0	\$0.00	100%	24	\$0	0%	\$0	0%	\$0
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0
TOTAL SALARIES				\$59,868		\$14,967		\$44,901
FRINGE BENEFITS:								
FICA	7.65%	X	\$59,868	\$4,580	25%	\$1,145	75%	\$3,435
Workmen's Comp.	0.50%	X	\$59,868	\$299	25%	\$75	75%	\$225
Health & Wealth (Pos. Level)	0.70%	X	\$59,868	\$420	25%	\$105	75%	\$315
Ret. / Pension	2.20%	X	\$59,868	\$1,317	25%	\$329	75%	\$988
Unemployment Insurance	0.79%	X	\$59,868	\$473	25%	\$118	75%	\$355
Other (Specify)		X	\$0	\$0	0%	\$0	0%	\$0
		X	\$473	\$0	0%	\$0	0%	\$0
TOTAL FRINGE BENEFITS				\$7,089	25%	\$1,772	75%	\$5,317
INDIRECT COST:								
RATE <u>10%</u> X <u>\$67,402</u> =				\$6,740		\$0		\$6,740
Indirect cost must be based on a rate approved by an appropriate federal agency. A copy of the approved indirect rate must be submitted prior to reimbursement.								
TOTAL COST				\$73,698		\$16,739		\$56,958

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - GRANT BUDGET
BUDGET DETAIL
OPERATING EXPENSES**

Grantee: Eckerd ConnectsGrant No: 21LRY495E1Activity Designation: Resiliency Grant - YouthMod No: Original

OPERATING EXPENSES				ADMINISTRATION		PROGRAM	
OBJECT NAME:	COST PER MONTH	NUMBER OF MONTHS	TOTAL AMOUNT	%	AMOUNT	%	AMOUNT
1. Non-Consumable Supplies	\$0	0	\$0	0%	\$0	100%	\$0
2. Communications	\$0	0	\$0	0%	\$0	0%	\$0
3. Postage	\$0	0	\$0	0%	\$0	0%	\$0
Staff Training/Travel / Background Checks	\$0	1	\$0	0%	\$0	100%	\$0
	\$0	0	\$0	0%	\$0	0%	\$0
5. Equipment Rent	\$0	0	\$0	0%	\$0	0%	\$0
6. Equipment Expense / Repair (Specify)	\$0	0	\$0	0%	\$0	0%	\$0
7. Premises Rent	\$0	0	\$0	0%	\$0	0%	\$0
8. Outreach	\$0	0	\$0	0%	\$0	0%	\$0
9. Services / Misc. (General Liability Ins.)	\$37	12	\$445	0%	\$0	100%	\$445
10. Non-Expendable Equipment	\$0	0	\$0	0%	\$0	0%	\$0
TOTAL OPERATING EXPENSES			\$445		\$0		\$445

WORKFORCE INNOVATION AND OPPORTUNITY ACT

PART II - GRANT BUDGET

BUDGET DETAIL

PARTICIPANT ACTIVITIES COST

Grantee: Eckerd ConnectsGrant No: 21LRY495E1Activity Designation: Resiliency Grant - YouthMod No: Original

	Cost per participant	Number of Participants	TOTAL PROGRAM COST
I. ASSESSMENT (Specify)			
1.	\$0	0	\$0
2.	\$0	0	\$0
3.	\$0	0	\$0
SUBTOTAL I:			\$0
II. INSTRUCTIONAL TRAINING			
1. Tuition	\$0	0	\$0
2. Books	\$0	0	\$0
3. Supplies/Materials	\$0	0	\$0
4. Expendable Tools/Equipment (ATTACH LISTING OF ITEMS)			\$0
5. Non-Expendable Equipment (ATTACH LISTING OF ITEMS)			\$0
6. Training Space: _____ sq. ft. X \$ _____ per sq. ft.	\$0	0	\$0
7. Other Training Expenses (SPECIFY)			
Client Verification	\$0	0	\$0
Client Incentives	\$0	0	\$0
	\$0	0	\$0
SUBTOTAL II:			\$0
III. Work Experience			
0			\$0
40 Average Hours/ wk X 12 wks)			\$0
Work Experience Taxes & Fees			\$0
SUBTOTAL III:			\$0
TOTAL ACTIVITIES COST (I + II + III)			\$0

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - GRANT BUDGET
BUDGET DETAIL
PARTICIPANT SERVICES**

Grantee: Eckerd Connects

Grant No: 21LRY495E1

Activity Designation: Resiliency Grant - Youth

Mod No: Original

				TOTAL COST
I. NEEDS-RELATED PAYMENTS				
				\$0
				\$0
II. SUPPORTIVE SERVICES				
A. TRANSPORTATION				
1. FUEL				\$0
2. MAINTENANCE				\$0
3. TRANSPORTATION ALLOWANCE				\$0
4. OTHER (SPECIFY AND ATTACH ITEMIZATION)				\$0
TOTAL TRANSPORTATION				\$0
B. CHILD CARE				
# of participants	x cost per participant per week	x # of weeks		
0	\$0	0		\$0
C. OTHER (SPECIFY)				
Tools, books, uniforms, etc.				\$0
				\$0
TOTAL PARTICIPANT SERVICES COST (I + II)				\$0

Youth LWDA Resiliency Grant

Statement of Work -Part I



GRANT NUMBER: **21LRY495E1**

This grant is entered into by Eckerd Connects Workforce (Grantee) and SC Appalachian Council of Governments, on behalf of the WorkLink Local Workforce Development Area (LWDA), pursuant to the provisions and regulations of the Workforce Innovation and Opportunity Act (WIOA).

1.0 Purpose

- 1.1 The purpose of this grant is to provide WIOA Statewide Activities funds to the WorkLink Local Workforce Development Area (LWDA) to support staffing, participant and business services, and operational costs.

2.0 Terms of Agreement

- 2.1 Grant funds will be used in compliance with the provisions of WIOA Public Law 113-128 and implementing Federal regulations, the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), State law, and policies and procedures applicable to the Grant Agreement.

3.0 Period of Performance

- 3.1 The grant award is for a period of 18 months, from December 1, 2021 – May 31, 2023. Any sub-awards or sub-contracts written under this grant must also end by May 31, 2023. Any exceptions must receive prior approval from DEW. **Please note: LWDA's must complete all grant-funded activity by May 31, 2023, as DEW will not extend the period of performance.**

4.0 Obligation and Fund Utilization Requirements:

- 4.1 At least 80% of the Youth funds must be expended during the first year of the grant, by November 30, 2022.
- 4.2 At least 70% of the Youth funds must be expended during the first year of the grant, by November 30, 2022.
- 4.3 At least 75% of expenditures must be for out-of-school youth.
- 4.4 At least 20% of expenditures must be for work-based learning.

5.0 Use of Funds

- 5.1 Eckerd Connects Workforce may use Resiliency funding for administration and program salaries/fringe benefits, participant activities, participant services, and operational costs. Participant activities/services includes services provided to employers.
- 5.2 Expenditures for grant administration are limited to 10% of total grant expenditures.

21LRY01

- 5.3 Eckerd Connects Workforce may not use Resiliency funding for Capital Expenditures, including center or building improvements, except for the purchase of General-Purpose Equipment as defined at 2 CFR 200.1 and on the WIOA Equipment/Capital Expenditure Approval Form. Center improvements are improvements to the physical building (internal and external) and grounds of an SC Works center.
- 5.4 Expenditures for Equipment cannot exceed \$50,000. Eckerd Connects Workforce must receive prior written approval for the purchase of Equipment. Eckerd Connects Workforce can obtain prior written approval by completing and submitting the WIOA Equipment/Capital Expenditure Approval Form with supporting documentation. WorkLink will review the form and approve or deny the purchase. Eckerd Connects Workforce are required to obtain approval **before** purchasing Equipment.
- 5.5 Eckerd Connects Workforce must develop SC Works outreach materials in accordance with the “Your Next Step” SC Works Branding Guide.
- 5.6 Eckerd Connects Workforce may not use Resiliency funds for the following activities/purchases:
- Promotional items or giveaways
 - Radio/TV advertisements (that overlap or duplicate statewide efforts)
 - Capital Expenditures (except General Purpose Equipment)
 - Building/center improvements
 - Center relocation expenses
 - Costs associated with contract termination
 - Ventilation, air purification, ultra-violet disinfecting lights, and similar items
- 5.7 Eckerd Connects Workforce are required to follow the Procurement Standards outlined in the Cost Principles and Audit Requirements for Federal Awards, at 2 CFR 200.317 thru 200.327 when obtaining goods and services through the Resiliency Grant.

6.0 Sub-Tier Agreements and Contracts

- 6.1 Grantee must submit to the WorkLink Program Contact, fully executed copies of all sub-tier agreements and contracts written under this grant.

7.0 Reporting Requirements

- 7.1 Monthly Financial Status Reports (FSRs), inclusive of all expenses up to and including the last day of the month, must be submitted to the fiscal contact no later than the 10th of the following month. Expenditures are cumulative and must be reported on an accrual basis. The LWDA must report the employer match or non-Federal share for IWT on monthly FSRs.
- 7.2 A Request for Payment (RFP) must be submitted each time the Grantee wishes to draw down funds, along with proper supporting documentation of disbursements previously drawn down. The Grantee may request funds in advance to cover upcoming cash expenditures and accruals to be paid within a short period of receipt of funds (usually within three (3) business days). The Grantee’s cash needs must be projected to ensure that funds are received as close as possible to the time of actual disbursement in accordance with 2 CFR Part 200.305. Cash on hand should be limited to the amount needed for immediate disbursement.

21LRY01

- 7.3 Grantee/LWDA will submit a quarterly progress report to DEW no more than 30 days after the end of each program quarter. The first quarterly report is due no later than April 30, 2022. DEW will supply the form and instructions prior to the due date.
- 7.4 The Grantee/LWDA will submit a complete Grant Closeout Report to DEW no later than sixty (60) calendar days after the grant end date. DEW will supply the closeout forms and instructions prior to grant expiration.
- 7.5 All funds not expended by the end of the grant will be de-obligated and returned to DEW.
- 7.6 The LWDA will provide reports to the State Workforce Development Board, its committees and other stakeholders, upon request. DEW staff may additionally request the LWDA to attend periodic meetings and roundtables to discuss the progress of the grant, share best practices, and work through common issues.

8.0 Eligibility and Data Entry Requirements

- 8.1 All individuals receiving direct services through WIOA Youth programs must be eligible and enrolled prior to participation in any program activity, including activities where the primary cost is staff time.
- 8.2 The SC Works Online Services System (SCWOS) must be used to determine individual eligibility for WIOA programs and to track participant activity, employer services, and performance data.

9.0 Monitoring and Oversight

- 9.1 The Grantee is subject to programmatic and financial compliance monitoring, which will be performed at least once per year.
- 9.2 The Grantee must provide proper oversight and monitoring of all sub-recipients, including sub-grantees and sub-contractors.

10.0 Grant Modifications

- 10.1 Any alterations to the budget categories in excess of 10% of the total grant award must have prior approval from DEW and will require a modification to the grant. Budget categories are those listed on the WIOA Budget Summary. Changes to the project scope, goods or services purchased through the grant may require a grant modification. LWDAs must contact DEW for technical assistance to determine if a modification is required.

11.0 Failure to Comply with Grant Requirements

- 11.1 Failure to comply with grant terms and conditions outlined in Section 2.0 may result in sanctions as defined in State Instruction 19-04, Change 1, WIOA Title Sanctions Policy, including but not limited to delay or denial of Requests for Payment.

PART III
TERMS AND CONDITIONS

3.0 LEGAL AUTHORITY

- 3.0.1 The persons signing this Grant Agreement on behalf of the parties warrant and guarantee their full authorization to execute the Grant Agreement and to legally bind the parties to all terms, performance requirements, and provisions as set forth below.

3.1 AWARDING ENTITY

- 3.1.1 As the awarding entity, the Department of Employment and Workforce (DEW), has the following oversight responsibilities:
- Providing technical assistance, as requested by the Grantee or deemed necessary by DEW;
 - Conducting programmatic and financial monitoring of the Grant project;
 - Ensuring compliance with WIOA Public Law 113-128 and implementing Federal regulations, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as well as any other Federal or State laws, regulations and policies applicable to the Grant Agreement;
 - Disbursing funds to the Grantee to pay for allowable expenses or services provided in accordance with applicable State and Federal laws upon receipt of proper supporting documentation of disbursement amounts previously drawn down; and
 - Evaluating the Grantee against specific deliverables, performance, and reporting requirements as outlined in the Grant Agreement's Statement of Work.

3.2 FINANCIAL SYSTEM AND REPORTING

- 3.2.1 The Grantee is responsible for developing and implementing procedures and standards for reporting financial, programmatic, and customer information in the required timeframes and using the systems and formats specified by DEW. Documentation of these procedures shall be maintained by the Grantee for the duration of the grant until grant closeout.
- 3.2.2 The Grantee shall maintain fiscal records and supporting documentation for all expenditures of funds under the Grant Agreement. The Grantee must provide adequate, qualified staff to prepare required reports. Proper internal controls are required to ensure separation of duties.
- 3.2.3 Costs incurred by the Grantee prior to the start date specified in the Grant Agreement are incurred at the Grantee's own expense. Prior authorization for pre-award spending must be obtained from DEW and the US Department of Labor before any costs are incurred.

- 3.2.4 Payment by DEW of Indirect Costs incurred requires the Grantee to submit its approved Indirect Cost Rate or Acceptance of Certification of Indirect Costs from its cognizant agency upon receipt. If DEW is the cognizant agency for the grant recipient, an Indirect Cost Rate proposal must be submitted to DEW no later than 180 days after the June 30 fiscal year end. Failure to do so may result in the disallowance of indirect costs. DEW may either disallow all indirect costs or establish a rate based upon audited historical data or such other data that have been furnished to DEW for indirect costs. (2 CFR Part 200.415(b)(2))
- 3.2.5 The Grantee is required to submit a Financial Status Report (FSR) on a monthly basis, regardless of whether any expenditures have accrued during the month. Reports must be submitted no later than the 20th of the following month. Expenditure data is reported cumulatively through the end of each reporting period on an accrual basis.
- 3.2.6 A Request for Payment (RFP) must be submitted each time the Grantee wishes to draw down funds, along with proper supporting documentation of disbursements previously drawn down. The Grantee may be required by DEW to provide additional supporting documentation as outlined in the Grant Agreement's Statement of Work. The Grantee may request funds in advance to cover upcoming cash expenditures and accruals to be paid within a short period of receipt of funds (usually within three (3) business days). The Grantee's cash needs must be projected to ensure that funds are received as close as possible to the time of actual disbursement in accordance with 2 CFR Part 200.305. Cash on hand should be limited to the amount needed for immediate disbursement.
- 3.2.7 The Grantee will submit a complete Grant Closeout Report to DEW no later than sixty (60) calendar days after the grant end date. DEW will supply the closeout forms and instructions prior to grant expiration.

3.3 RECORDKEEPING

- 3.3.1 DEW, and any of its authorized representatives, must have timely and reasonable access to all Grantee records and personnel related to the Grant Agreement for the purpose of inspection, investigation, monitoring, auditing, evaluation, interview, and discussion. Further, DEW and any of its authorized representatives, have the right to copy all records pertaining to the Grant Agreement.
- 3.3.2 The Grantee shall comply with requirements for custody and retention of records as set forth in 2 CFR Part 200, as applicable. Records must be retained for no less than three years after submittal of the Grant Agreement closeout to DEW or the last request for grant records during an audit, whichever is most recent. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken (2 CFR Part 200.333).

- 3.3.3 The Grantee assures it will comply with Federal and State laws and guidelines for the handling and protection of Personally Identifiable Information, including but not limited to 2 CFR Part 200.79 and US Department of Labor Training and Employment Guidance Letter 39-11, *Guidance on the Handling and Protection of Personally Identifiable Information (PII)*, located at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.
- 3.3.4 The Grantee agrees to maintain the confidentiality of any information that identifies or may be used to identify any grant and benefit participants. The Grantee shall not disclose or re-disclose any employer or personally identifying information of the subject of the information unless permitted by law.
- 3.3.5 All releases of information shall be in accordance with State and Federal law, regulations and guidelines, including but not limited to S.C. Code Ann. § 41-29-160; the Family Privacy and Protection Act (S.C. Code Ann. § 30-2-10 et al), 20 CFR 603, and IRS Publication 1075.

3.4 PROCUREMENT

- 3.4.1 The Grantee must have written procedures for procurement transactions that comply with State regulations. Procedures may reflect applicable local laws and regulations, provided they conform to applicable Federal law and the standards identified in 2 CFR Parts 200.318 through 200.326.
- 3.4.2 Procurement standards must ensure fiscal accountability and prevent waste, fraud, and abuse. The Grantee will conduct procurement in a manner that provides full and open competition consistent with the standards of 2 C.F.R Part 200.319.

3.5 ADDITIONAL CONDITIONS AND ENFORCEMENT

- 3.5.1 The Grantee acknowledges and accepts that special additional conditions may be unilaterally imposed by DEW in accordance with 2 CFR 200.207. Such conditions may be imposed if the Grantee demonstrates one or more of the following conditions:
- a history of unsatisfactory performance;
 - financial instability;
 - management system(s) that do not meet standards prescribed in 2 CFR 200.300 et seq.;
 - noncompliance with terms and conditions of previous Federal awards or subawards;
 - absence of responsibility disclosed as a result of ongoing evaluation of risk by DEW conducted in accordance with 2 CFR 200.331(b);
 - reports and findings from audits performed under 2 CFR Subpart F – Audit Requirements of this part or the reports and findings of any other available audits; and/or
 - inability to effectively implement statutory, regulatory, or other requirements.

3.5.2 If DEW determines that a grant award will be made or continued, special provisions shall address the condition identified and shall be included in the award. Such provisions may include but are not limited to:

- requiring payments on a reimbursement basis;
- withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- requiring additional, more detailed financial reports;
- requiring additional project monitoring;
- requiring the Grantee to obtain technical or management assistance and to implement corrective actions; and/or
- establishing additional prior approval.

DEW will notify the Grantee regarding the nature and reason for implementing any of the above special provisions.

3.5.3 Failure to comply with any provision of the Grant Agreement, or any applicable law or regulation, may subject the Grantee to additional enforcement actions that are determined by DEW to be appropriate under the circumstances. Such enforcement actions include but may not be limited to:

- requiring special award provisions as stated above;
- temporarily withholding cash payments pending correction of identified deficiencies, as identified in 2 CFR 200.338;
- disallowing cost (and, if appropriate, applicable matching credit) for any claim or action made that is not in compliance and require appropriate repayment or financial adjustment;
- suspending the grant award, in whole or in part, pending corrective action;
- terminating the grant award, in whole or in part;
- withholding further awards for the project or program;
- recommending to appropriate Federal officials that suspension or debarment proceedings be initiated as authorized under 2 CFR 180; and/or
- taking other remedies that may be legally available. (See 2 CFR 200.338.)

3.5.4 The Grant Agreement may be immediately terminated by DEW in whole or in part for cause or noncompliance whenever such non-compliance is material and termination is in the best interest of the Grantee, DEW, or the US Department of Labor.

3.5.5 Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:

1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of DEW.
2. The Executive Director will issue a written decision within 30 days.
3. If dissatisfied with the decision, a written appeal may be made to the State Workforce Development Board (SWDB) within 14 days of receipt of decision.

4. The Chair will designate the Executive Committee or an Ad Hoc Committee of at least five SWDB members to hear the appeal.
5. The SWDB will hear the appeal and render a decision within 60 days.
6. The Grantee will be notified in writing of the SWDB's decision within 20 days.

3.5.6 Appeal requests made to the SWDB must be submitted in writing as follows:

South Carolina Department of Employment and Workforce
Attn: Appeals, State Workforce Development Board
1550 Gadsden Street
Columbia, SC 29201

3.6 CHANGES AND AMENDMENTS

- 3.6.1 Any alterations, additions, or deletions to the terms of the Grant Agreement which are required by changes in Federal or State law or regulations are automatically incorporated into the Grant Agreement without written amendment, and shall become effective on the date designated by such law or regulation.
- 3.6.2 Alterations, additions, deletions, or extensions to the terms of the Grant Agreement must be modified in writing and executed by both Parties. Any other attempted changes, including oral modifications, shall be invalid.
- 3.6.3 To ensure effective performance under the Grant Agreement, the Parties agree that DEW may amend requirements in writing during the grant period to interpret or clarify a change in Federal or State law, rules or regulations.

3.7 ASSURANCES

- 3.7.1 EQUAL OPPORTUNITY ASSURANCES: As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it is aware of and has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance. These laws include, but are not limited to:
 - A. *Section 188 of the Workforce Innovation and Opportunity Act (WIOA)*, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

- B. *Title VI of the Civil Rights Act of 1964, as amended*, which prohibits discrimination on the bases of race, color, and national origin;
- C. *Title IX of the Education Amendments Act of 1972*, which prohibits discrimination on the basis of sex in educational programs;
- D. *Section 504 of the Rehabilitation Act*, which prohibits discrimination against qualified individuals with disabilities;
- E. *The Age Discrimination Act of 1975, as amended*, which prohibits discrimination on the basis of age; and
- F. *The South Carolina Pregnancy Accommodations Act*, which protects employees and applicants who have medical needs arising from pregnancy, childbirth, or related medical conditions.
- G. The Grantee also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Grantee's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance.

3.7.2 ADDITIONAL ASSURANCES: The Grantee additionally assures that it is aware of and will comply with the following:

- A. *Jobs for Veterans Act (38 U.S.C. §4215)*, which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;
- B. *P.L. 113-114, Division E, Title VII, Section 743*, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;

- C. *P.L. 113-114, Division H, Title V, Section 505*, which establishes that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
1. The percentage of the total costs of the program or project which will be financed with Federal money;
 2. The dollar amount of Federal funds for the project or program, and
 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both must be complied with.

- D. *Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)"*, which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;
- E. *Executive Order 13333*, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. §7104(g));
- F. *Buy American Notice Requirement*, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);
- G. *Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997)*, which provides that recipients of Federal funds are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;
- H. *Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009)*, which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;

- I. *Special Requirements for Conferences and Conference Space.* Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;

3.8 CERTIFICATIONS

3.8.1 Lobbying (2 CFR §200.450)

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3.8.2 Debarment, Suspension, and Other Responsibility Matters

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

3.8.3 Drug-Free Workplace (Public Law 100-690)

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

PART III
TERMS AND CONDITIONS

3.0 LEGAL AUTHORITY

- 3.0.1 The persons signing this Grant Agreement on behalf of the parties warrant and guarantee their full authorization to execute the Grant Agreement and to legally bind the parties to all the terms, performance requirements, and provisions set forth.

3.1 AWARDING ENTITY

- 3.1.1 As the awarding entity, the Department of Employment and Workforce (DEW), has the following oversight responsibilities:
- Providing technical assistance, as requested by the Grantee or deemed necessary by DEW;
 - Conducting programmatic and financial monitoring of the Grant project;
 - Ensuring compliance with WIOA Public Law 113-128 and implementing Federal regulations, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as well as State laws and policies applicable to the Grant Agreement;
 - Disbursing funds to the Grantee to pay for allowable expenses or services provided in accordance with applicable State and Federal laws upon receipt of proper supporting documentation of disbursement amounts previously drawn down; and
 - Evaluating the Grantee against specific deliverables and performance requirements as outlined in Part I – Program Statement of Work.

3.2 FINANCIAL SYSTEM AND REPORTING

- 3.2.1 The Grantee is responsible for developing and implementing procedures and standards for reporting financial, programmatic, and customer information in the required timeframes and using the systems and formats specified by DEW.
- 3.2.2 The Grantee shall maintain fiscal records and supporting documentation for all expenditures of funds under the Grant Agreement. The Grantee must provide adequate, qualified staff to prepare required reports. Proper internal controls are required to ensure separation of duties.
- 3.2.3 Costs incurred by the Grantee prior to the start date specified in the Grant Agreement are incurred at the Grantee's own expense. Prior authorization for pre-award spending must be obtained from DEW and the US Department of Labor before any costs are incurred.
- 3.2.4 Payment by DEW of Indirect Costs incurred requires the Grantee to submit its approved Indirect Cost Rate or Acceptance of Certification of Indirect Costs from its cognizant

agency upon receipt. If DEW is the cognizant agency for the grant recipient, an Indirect Cost Rate proposal must be submitted to DEW no later than 180 days after the June 30 fiscal year end. Failure to do so may result in the disallowance of indirect costs. DEW may either disallow all indirect costs or establish a rate based upon audited historical data or such other data that have been furnished to DEW for indirect costs. (2 CFR Part 200.415(b)(2))

- 3.2.5 The Grantee is required to submit a Financial Status Report (FSR) on a monthly basis. Reports must be submitted no later than the 20th of the following month. Expenditure data is reported cumulatively through the end of each reporting period on an accrual basis.
- 3.2.6 A Request for Drawdown (RFD) must be submitted each time the Grantee wishes to draw down funds, along with proper supporting documentation of disbursements previously drawn down. The Grantee may request funds in advance to cover upcoming cash expenditures and accruals to be paid within a short period of receipt of funds (usually within three (3) business days). The Grantee's cash needs must be projected to ensure that funds are received as close as possible to the time of actual disbursement in accordance with 2 CFR Part 200.305. Cash on hand should be limited to the amount needed for immediate disbursement.
- 3.2.7 The Grantee will submit a complete Grant Closeout Report to DEW no later than sixty (60) calendar days after the grant end date. DEW will supply the closeout forms and instructions prior to grant expiration.

3.3 RECORDKEEPING

- 3.3.1 DEW, and any of its authorized representatives, must have timely and reasonable access to all Grantee records and personnel related to the Grant Agreement for the purpose of inspection, investigation, monitoring, auditing, evaluation, interview, and discussion. Further, DEW and any of its authorized representatives, have the right to copy all records pertaining to the Grant Agreement.
- 3.3.2 The Grantee shall comply with requirements for custody and retention of records as set forth in 2 CFR Part 200, as applicable. Records must be retained for no less than three years after submittal of the Grant Agreement closeout to DEW or the last request for grant records during an audit, whichever is most recent. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken (2 CFR Part 200.333).
- 3.3.3 The Grantee assures it will comply with Federal and State laws and guidelines for the handling and protection of Personally Identifiable Information, including but not limited to 2 CFR Part 200.79 and US Department of Labor Training and Employment Guidance

Letter 39-11, *Guidance on the Handling and Protection of Personally Identifiable Information (PII)*, located at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

- 3.3.4 The Grantee agrees to maintain the confidentiality of any information that identifies or may be used to identify any grant and benefit participants. The Grantee shall not disclose or re-disclose any employer or personally identifying information of the subject of the information unless permitted by law.
- 3.3.5 All releases of information shall be in accordance with State and Federal law, regulations and guidelines, including but not limited to S.C. Code Ann. § 41-29-160; the Family Privacy and Protection Act (S.C. Code Ann. § 30-2-10 et al), 20 CFR 603, and IRS Publication 1075.

3.4 PROCUREMENT

- 3.4.1 The Grantee must have written procedures for procurement transactions that comply with State regulations. Procedures may reflect applicable local laws and regulations, provided they conform to applicable Federal law and the standards identified in 2 CFR Parts 200.318 through 200.326.
- 3.4.2 Procurement standards must ensure fiscal accountability and prevent waste, fraud, and abuse. The Grantee will conduct procurement in a manner that provides full and open competition consistent with the standards of 2 C.F.R Part 200.319.

3.5 ADDITIONAL CONDITIONS AND ENFORCEMENT

- 3.5.1 The Grantee acknowledges and accepts that special additional conditions may be unilaterally imposed by DEW in accordance with 2 CFR 200.207. Such conditions may be imposed if the Grantee demonstrates one or more of the following conditions:
- a history of unsatisfactory performance;
 - financial instability;
 - management system(s) that do not meet standards prescribed in 2 CFR 200.300 et seq.;
 - noncompliance with terms and conditions of previous Federal awards or sub awards;
 - absence of responsibility disclosed as a result of ongoing evaluation of risk by DEW conducted in accordance with 2 CFR 200.331(b);
 - reports and findings from audits performed under 2 CFR Subpart F – Audit Requirements of this part or the reports and findings of any other available audits; and/or
 - inability to effectively implement statutory, regulatory, or other requirements.
- 3.5.2 If DEW determines that a grant award will be made or continued, special provisions shall address the condition identified and shall be included in the award. Such provisions may include but are not limited to:

- requiring payments on a reimbursement basis;
- withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- requiring additional, more detailed financial reports;
- requiring additional project monitoring;
- requiring the Grantee to obtain technical or management assistance and to implement corrective actions; and/or
- establishing additional prior approval.

DEW will notify the Grantee regarding the nature and reason for implementing any of the above special provisions.

3.5.3 Failure to comply with any provision of the Grant Agreement, or any applicable law or regulation, may subject the Grantee to additional enforcement actions that are determined by DEW to be appropriate under the circumstances. Such enforcement actions include but may not be limited to:

- requiring special award provisions as stated above;
- temporarily withholding cash payments pending correction of identified deficiencies, as identified in 2 CFR 200.338;
- disallowing cost (and, if appropriate, applicable matching credit) for any claim or action made that is not in compliance and require appropriate repayment or financial adjustment;
- suspending the grant award, in whole or in part, pending corrective action;
- terminating the grant award, in whole or in part;
- withholding further awards for the project or program;
- recommending to appropriate Federal officials that suspension or debarment proceedings be initiated as authorized under 2 CFR 180; and/or
- taking other remedies that may be legally available. (See 2 CFR 200.338.)

3.5.4 The Grant Agreement may be immediately terminated by DEW in whole or in part for cause or noncompliance whenever such non-compliance is material and in the best interest of the Grantee, DEW, or the US Department of Labor.

3.5.5 Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:

1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of DEW.
2. The Executive Director will issue a written decision within 30 days.
3. If dissatisfied with the decision, a written appeal may be made to the State Workforce Development Board (SWDB) within 14 days of receipt of decision.
4. The Chair will designate the Executive Committee or an Ad Hoc Committee of at least five SWDB members to hear the appeal.
5. The SWDB will hear the appeal and render a decision within 60 days.

6. The Grantee will be notified in writing of the SWDB's decision within 20 days.

3.5.6 Appeal requests made to the SWDB must be submitted in writing as follows:

South Carolina Department of Employment and Workforce
Attn: Appeals, State Workforce Development Board
1550 Gadsden Street
Columbia, SC 29201

3.6 CHANGES AND AMENDMENTS

3.6.1 Any alterations, additions, or deletions to the terms of the Grant Agreement which are required by changes in Federal or State law or regulations are automatically incorporated into the Grant Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

3.6.2 Alterations, additions, deletions, or extensions to the terms of the Grant Agreement must be modified in writing and executed by both Parties. Any other attempted changes, including oral modifications, shall be invalid.

3.6.3 To ensure effective performance under the Grant Agreement, the Parties agree that DEW may amend requirements in writing during the grant period to interpret or clarify a change in Federal or State law, rules or regulations.

3.7 ASSURANCES

3.7.1 As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it will comply fully with the following nondiscrimination provisions, equal opportunity provisions, Public Laws and Executive Orders, including but not limited to:

A. *WIOA Section 188 (29 CFR, Part 38)*, which provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief, and, for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in a WIOA Title I-financially assisted program or activity;

B. *Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.)*, as amended by the *Equal Employment Opportunity Act of 1972*, which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or

- activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;
- C. *Title VII of the Civil Rights Act*, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;
 - D. *Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)*, as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;
 - E. *The Age Discrimination Act of 1975 (42 U.S.C. §6101)*, as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - F. *The Americans with Disabilities Act of 1990 (42 U.S.C. §12101)*, as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;
 - G. *Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688)*, as amended, which prohibits discrimination on the basis of sex in educational programs;
 - H. *Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program*, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;
 - I. *Title II of the Genetic Information Nondiscrimination Act of 2008* which prohibits discrimination in employment on the basis of genetic information;
 - J. *Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations* (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;
 - K. *Section 508 of the Rehabilitation Act (29 U.S.C. §794d)*, which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;
 - L. *Jobs for Veterans Act (38 U.S.C. §4215)*, which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor

Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;

- M. *P.L. 113-114, Division E, Title VII, Section 743*, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;
- N. *P.L. 113-114, Division H, Title V, Section 505*, which establishes that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
 - 1. The percentage of the total costs of the program or project which will be financed with Federal money;
 - 2. The dollar amount of Federal funds for the project or program, and
 - 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both must be complied with.

- O. *Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)"*, which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;
- P. *Executive Order 13333*, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. §7104(g));
- Q. *Buy American Notice Requirement*, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);
- R. *Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997)*, which provides that recipients of Federal funds are encouraged to adopt and enforce

on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;

- S. *Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009)*, which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;
- T. *Special Requirements for Conferences and Conference Space*. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;
- U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;
- V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;
- W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and
- X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3)). The notice must

contain specific wording regarding the prohibited bases and the process for filing a complaint, as required by 29 CFR §38.30.

3.8 CERTIFICATIONS

3.8.1 Lobbying (2 CFR §200.450)

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3.8.2 Debarment, Suspension, and Other Responsibility Matters

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

3.8.3 Drug-Free Workplace (Public Law 100-690)

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

WORKFORCE INNOVATION & OPPORTUNITY ACT
WorkLink WDB
Local Area Addendum
to
PART III - TERMS AND CONDITIONS
(Revised June 25, 2018)

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3.0

STATEMENT OF PURPOSE

The purpose of this Grant Agreement is to establish the general terms and conditions to which funding provided thru the SC Department of Employment and Workforce and by the SC Appalachian Council of Governments under Title I of the Workforce Innovation and Opportunity Act is subject to. The purpose of this Act is to reaffirm the role of the public workforce system, and brings together and enhances several key employment, education, and training programs; provides resources, services, and leadership tools for the public workforce system to help individuals find good jobs and stay employed and improves employer prospects for success in the global marketplace; ensures that the public workforce system operates as a comprehensive, integrated, and streamlined system to provide pathways to prosperity for those it serves; and continuously improves the quality and performance of its services.

3.1

DEFINITIONS

Act – The Workforce Innovation and Opportunity Act (WIOA) of 2014

Administrative Entity – The entity (SC Appalachian Council of Governments) designated by the Local Workforce Development Board to administer the WIOA programs.

Agreement – A grant agreement, which includes the WIOA Terms and Conditions, between the Awarding Entity and the Grantees/Recipients or between the Grantees/Recipients and Sub-Grantees/Subrecipients.

Direct Grantee – The entity, usually a state or protectorate, that receives WIOA funds directly from the federal government.

Local Workforce Development Areas (LWDA) – The county or counties designated by the Governor to administer the Workforce Innovation and Opportunity Act in a designated area.

Recipient – A local area that receives grant funding from the direct grantee.

Subrecipient or Subgrantee – The legal entity to which a subgrant is awarded and which is accountable to the recipient or direct grantee for the use of the funds provided.

Service Provider – A public agency, a private non-profit organization, or a private-for-profit entity that delivers education, training, employment or supportive services to WIOA participants.

Vendor – An entity responsible for providing generally required goods or services to be used in the WIOA program.

Participant – An individual who has been determined to be eligible to participate in and who is receiving services (except for follow-up services) under a program authorized by WIOA title I. Participation shall be deemed to commence on the first day, following determination of eligibility, on which the participant began receiving services (as defined by the Act) provided under WIOA title I.

Capital Improvement – Any modification, addition, restoration or other improvement:

- (a) which increases the usefulness, productivity, or serviceable life of an existing building, structure or major item of equipment;

(b) which is classified for accounting purposes as a "fixed asset"; and

(c) the cost of which increases the recorded value of the existing building, structure or major item of equipment and is subject to depreciation.

Construction – The erection, installation, assembly or painting of a new structure or major addition, expansion or extension of an existing structure, and the related site preparation, excavation, filling and landscaping, or other land improvements.

GAAP – Accounting rules and procedures established by authoritative bodies of convention that have evolved through custom and common usage (uniform minimum standards and guidelines). The acronym stands for Generally Accepted Accounting Principles.

3.2

LEGAL AUTHORITY

The Awarding Entity, recipients, and subrecipients/subgrantees assure and guarantee that they possess the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving them legal authority to enter into this Agreement; receive the funds authorized by this Agreement; and to perform the services each has obligated itself to perform under this Agreement.

The person or persons signing and executing this Agreement on behalf of the parties hereto, or representing themselves as signing and executing this Agreement on behalf of the parties hereto, do hereby warrant and guarantee that all parties involved have been fully authorized to execute the Grant Agreement and to validate and legally bind the parties hereto to all the terms, performance requirements and provisions herein set forth.

The Awarding Entity shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the recipients, subrecipients/subgrantees or the person signing the Agreement to enter into this Agreement.

3.2.1

Business Licensing/Taxation/Insurance Requirements

The recipients/ subrecipients/subgrantees will comply with all other local, state or federal applicable licensing, taxation and insurance requirements.

3.3

AWARDING ENTITY

3.3.1

Oversight Responsibilities

The Awarding Entity is responsible for the monitoring and evaluation of programs during a grant period.

- The Awarding Entity will provide technical assistance to the recipients/subrecipients/subgrantees in the areas of planning, design, delivery, and management during the course of the program.
- The Awarding Entity will note deficiencies when technical assistance is delivered and will help the recipient/subrecipient/subgrantee correct the deficiencies.
- The Awarding Entity will conduct formal programmatic and financial reviews of the recipient/subrecipient/subgrantee as necessary.

- The Awarding Entity will notify the recipient/subrecipient/subgrantee in writing of any deficiencies noted during formal reviews.
- The Awarding Entity will conduct follow-up visits to review and to assess efforts to correct deficiencies noted during formal reviews.

3.3.2 Funding Obligations

In consideration of full and satisfactory performance hereunder, the Awarding Entity shall be liable to the recipient/subrecipient/subgrantee in an amount equal to the actual costs incurred, not exceeding the face amount of this Agreement, for performances rendered hereunder subject to the following limitations:

- (a) The Awarding Entity shall not be liable to the recipient/subrecipients/ sub-grantees for expenditures made in violation of Part 683 of the Regulations promulgated under the Act, or in violation of any other regulations promulgated under the Act, or otherwise applicable.
- (b) The Awarding Entity shall not be liable to the recipient/subrecipients /sub-grantees for costs incurred or performances rendered unless such costs and performances are in strict accordance with the terms of this Agreement.
- (c) The Awarding Entity's funding obligations under this Agreement are contingent upon receipt of funds from the USDOL/State Workforce Development Area allocation guidelines governing distribution within the Awarding Entity's total jurisdiction. The Awarding Entity is in no way obligated for any funds not received nor any decrease in funding caused by required allocation formulas.

3.4 RECIPIENTS/SUBRECIPIENTS/SUBGRANTEES

3.4.1 Assurances of Compliance

It is the responsibility of the recipient/subrecipient/subgrantee to have, or to have access to, copies of the Workforce Innovation and Opportunity Act of 2014, the applicable Federal Regulations (to include CFRs) and other pertinent documents referenced in this Agreement and with which compliance is required.

The recipient/subrecipient/subgrantee shall comply with the requirements of the Act and with Federal Regulations (hereinafter called the Regulations) and any revisions thereof.

The recipient/subrecipient/subgrantee shall operate its programs under this Agreement, and shall otherwise comply with the terms of the Agreement in such a manner as to prevent or correct any breach of the Awarding Entity's agreement with SC Department of Employment and Workforce and/or the U.S. Department of Labor.

The recipient/subrecipient/subgrantee must comply with the following federal regulations and requirements:

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;

3. 2 CFR 200 Uniform Administrative Requirements, cost principles, and audit requirements for federal awards, including 2 CFR Appendix II to part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards
4. 48 CFR Part 31 (applies to commercial organizations);
5. 29 CFR Part 95 refer to 2 CFR 200;
6. 29 CFR Part 97 refer to 2 CFR 200;
7. Section 504 of the Rehabilitation Act of 1973, as amended;
8. Section 508 of the Rehabilitation Act of 1973, as amended;
9. Age Discrimination Act of 1975, as amended;
10. Title IX of the Education Amendments of 1972, as amended;
11. "Jobs for Veterans Act," (38 U.S.C. §4215) and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
12. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 38);
13. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
14. Title VI of the Civil Rights Act of 1964, as amended; Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
16. Equal Pay Act of 1963, as amended;
17. 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA);
18. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
19. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
20. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
21. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

The recipient/subrecipient/subgrantee shall ensure that all its subrecipients/subgrantees comply with the federal cost principles applicable to the particular organization concerned.

3.4.2 Time of Performance

The activities specified in this Agreement are to be performed in accordance with schedules made as a part of this Agreement. All activities required and described herein shall be completed no later than the ending date of this Agreement, except as determined specifically by the Awarding Entity.

3.4.3 Satisfactory Performance

It is understood and agreed by and between the parties of this Agreement that the work is to be done to the satisfaction of the Awarding Entity. The Awarding Entity will interpret all reports and will decide the acceptability and progress of grant work, and will further decide the amount, classification and quality of kinds of work to be performed, and the amounts to be paid under this Agreement. The Awarding Entity will be the sole judge of the validity and the acceptability of claims, if any, made by the recipient/subrecipient/subgrantee, and the Awarding Entity's decision will be final, conclusive and binding on the parties concerned.

The recipient/subrecipient/subgrantee agrees that performance satisfactory to the Awarding Entity is essential to the life of this Agreement. Performance below relevant standards, as stated in the Agreement, will constitute non-compliance with the terms of this Agreement. It is the responsibility of the Awarding Entity to notify the

recipient/subrecipient/subgrantee when it is not in compliance. It is the responsibility of the recipient/subrecipient/subgrantee to present a plan for corrective action including the date on which results of the corrective action may be expected, or to present just cause for modification of the performance standards.

Such plans or modifications shall be prepared and submitted in writing by the recipient/subrecipient/subgrantee to the Awarding Entity. The Awarding Entity may schedule meetings for the purpose of reviewing performance against the terms of this Agreement. All staff of the recipient/subrecipient/subgrantee performing services under this Agreement who are requested by the Awarding Entity to attend meetings shall be required by the recipient/subrecipient/subgrantee to attend such meetings as may be scheduled.

3.5

RECIPIENT/SUBRECIPIENT/SUBGRANTEE FINANCIAL MANAGEMENT SYSTEM AND RESPONSIBILITIES

The recipient/subrecipient/subgrantee shall maintain a financial management system that provides federally required records and reports that are uniform in definition, accessible to authorized federal and state staff, and verifiable for monitoring, reporting, audit, program management, and evaluation purposes. Each system, at each recipient/subrecipient/ subgrantee level, shall provide fiscal control and accounting procedures that are in accordance with GAAP (Generally Accepted Accounting Principles).

The recipient/subrecipient/subgrantee must provide adequate, qualified staff to maintain the financial system and prepare the required reports. Proper internal controls are required to ensure separation of duties.

The recipient/subrecipient/subgrantee shall maintain fiscal records and supporting documentation for all expenditures of funds under this Agreement. Records must provide accurate, current, separate and complete disclosure of the status of funds received under this Agreement for each program activity by cost category including proper charging of costs and proper allocation of costs. The recipient/subrecipient/ subgrantee shall maintain accounts in such a way that they are traceable to source documentation of unit transactions, and shall maintain source documentation for all transactions. Fiscal records must be adequate enough to provide a comparison of actual expenditures with budgeted amounts for each recipient/ subrecipient/subgrantee.

The recipient/subrecipient/subgrantee shall establish and maintain a system by which it monitors its grants to: (1) ensure adequate financial management and compliance with Federal Regulations and the applicable provisions of this Agreement; and (2) ensure that each system is sufficient to:

- permit preparation of required reports;
- permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
- permit the tracing of program income, potential stand-in costs and other funds allowable except for funding limitations defined in the Act.

The recipient/subrecipient/subgrantee shall submit a financial report which includes a report of all costs incurred under the Agreement up to and including the last day of the month. These reports will include accruals for cost of goods and services received where

payment will be made within the next 30 days. These reports are due by the tenth (10th) day of the following month, according to the terms set forth in the grant agreement.

The recipient/subrecipient/subgrantee shall notify the Awarding Entity immediately if it files for bankruptcy; is involuntarily placed in bankruptcy or receivership; is sued in any Court; or otherwise becomes insolvent and unable to comply with this Agreement.

The recipient/subrecipient/subgrantee is liable to the Awarding Entity for any money it has received for performance of the provisions of this Agreement if the Awarding Entity has suspended or terminated this Agreement for the reasons enumerated in this Agreement.

Nothing in this Section shall be so construed as to relieve the recipient/subrecipient/subgrantee of the fiscal accountability and responsibility under the applicable CFRs, the Act, Regulations and other U.S. Department of Labor regulations.

3.5.1 Method of Payment

Payment to the recipient/subrecipient/subgrantee shall not exceed the total face amount of the Agreement.

The recipient/subrecipient/subgrantee shall be reimbursed monthly for actual costs for the prior month and for accrued costs that will be paid within the next 30 days. Payments shall be requested by submitting a "Request for Payment/Fiscal Report (FSR-S)".

Request for funds will not be honored prior to receipt by the Awarding Entity of an Agreement signed by both parties.

All documents and policies must be submitted by the recipient/ subrecipient/subgrantee as requested by the Awarding Entity prior to the honoring of Requests for Payment(s).

3.5.2 Repayment and Adjustments in Payments

The recipient/subrecipient/subgrantee agrees to be responsible to repay the Awarding Entity any funds received pursuant to the Act that are not spent in strict accordance with the Act and with all applicable Federal Regulations and 2 CFR 200.

If any funds are expended by the recipient/subrecipient/subgrantee in violation of the Act, the Regulations or Grant Conditions, the Awarding Entity may require necessary adjustments in payments to the recipient/subrecipient/subgrantee on account of such unauthorized or unallowable expenditures. The Awarding Entity may request the return of unexpended funds which have been made available in order to assure that they will be used in accordance with the purpose of the Act or to prevent further unauthorized or unallowable expenditures, and may withhold funds otherwise payable under the Agreement in order to recover any unallowable amounts expended.

If no further payments would otherwise be made under the Agreement during the current or subsequent fiscal year, the Awarding Entity may request a repayment of funds used for unauthorized or unallowable expenditures. Repayments shall be made from non-WIOA funds within **thirty (30) calendar days** of receipt of such request.

3.5.3 Closeouts

The recipient/subrecipient/subgrantee will submit a complete Grant Agreement Closeout Report to be received by the Awarding Entity no later than **forty (40) calendar days** after the expiration of the Agreement. The Awarding Entity will supply the closeout forms and instructions prior to the grant ending date.

Amended closeout package(s) will not be accepted after **forty (40) calendar days** of the expiration of the grant unless adjustments are required as a result of audit findings or other valid reasons. The Awarding Entity must be contacted as soon as possible in the event that a closeout adjustment is deemed necessary after the 40 day deadline.

Any funds advanced under this Agreement by the Awarding Entity to the recipient/subrecipient/subgrantee and either unspent or otherwise not properly obligated by the recipient/subrecipient/subgrantee must be returned to the Awarding Entity within **three (3) calendar days** from the date this Agreement terminates.

3.5.4 Cash Depositories

Consistent with the national goal of expanding opportunities for minority business enterprises, each recipient/subrecipient/subgrantee is encouraged to use minority-owned banks (a bank which is owned at least 50 percent by minority group members).

Recipients/subrecipients/subgrantees are not required to maintain a separate bank account, but shall separately account for federal funds on deposit.

3.5.5 Program Income

Income under any program administered by a public or private nonprofit entity may be retained by such entity only if such income is used to continue to carry out the program. Income shall include:

- receipts from goods or services (including conferences) provided as a result of activities funded under this title;
- funds provided to a service provider under this title that are in excess of the costs associated with the services provided;
- proceeds from the sale of real property or equipment purchased with WIOA grant funds;
- interest income earned from funds received during a grant award.

For purposes of this paragraph, each entity receiving financial assistance under this title shall maintain records sufficient to determine the amount of such income received and the purposes for which such income is expended.

The addition method, described at 29 CFR 95.24 or 29 CFR 97.25(g)(2) (as appropriate), must be used for program income earned under WIOA Title I grants. When the cost of generating program income has been charged to the program, the gross amount earned must be added to the WIOA program.

The recipient/subrecipient/subgrantee may retain any program income earned by the recipient/subrecipient/subgrantee only if such income is added to the funds committed to

the particular WIOA grant under which it was earned and such income is used for WIOA purposes and under the terms and conditions applicable to the use of grant funds.

3.5.6

Indirect Costs

The recipient/subrecipient/subgrantee will not be reimbursed for any indirect costs under this Agreement until the recipient/subrecipient/ subgrantee has a current Indirect Cost Agreement executed and approved by a cognizant agency of the United States Government. Written documentation is required for an exemption of approval from the cognizant agency for the Indirect Cost Agreement. Indirect costs submitted for reimbursement must have an executed plan available for review as appropriate during regular monitoring visits.

3.5.7

Bonding Requirements for Advance Payments

Every office, director, agent or employee of the recipient/subrecipient/subgrantee that handles WIOA finances and cash received under this grant agreement must be covered under a Bond Agreement. Proof of such Bond Agreement must be provided in the compliance documents on a yearly basis.

The recipient/subrecipient/subgrantee must obtain a Fidelity Bond that meets the following qualifications:

- (a) The recipient/subrecipient/subgrantee shall be named as the insured.
- (b) The period of coverage shall be no less than one year, with a discovery period of no less than three years subsequent to cancellation or termination of the Bond.
- (c) The Bond evidencing such coverage as required under WIOA Agreement shall contain the following endorsement:

No cancellation, termination, or modification of this Bond shall take effect prior to the expiration of **thirty-five (35) days** after written notice of the cancellation, termination or modification, together with suitable identification of the Bond and named insured has been sent to the Awarding Entity at its official address.

The recipient/subrecipient/subgrantee shall ensure that its sub-contractors, if any, also maintain Bonds in accordance with this Section.

3.5.8

Legal Fees

No funds available for administrative costs under this Agreement (including an administrative cost pool) may be used by the recipient/subrecipient/subgrantee for payment of legal or other associated services unless and until the Awarding Entity receives and approves the recipient's/subrecipient's/subgrantee's certification containing, at a minimum, the following assurances:

- (a) the payments are reasonable in relation to the fees charged by other recipients/subrecipients/subgrantees providing similar services; and
- (b) the services could not be competently provided through employees of the recipient/subrecipient/subgrantee or other available state or local government employees.

In the event the Awarding Entity so requires, the recipient/subrecipient/ subgrantee shall submit supporting documents relevant to the certification in the manner and form the Awarding Entity specifies.

Legal expenses for the prosecution of claims against the federal government, including appeals to an Administrative Law Judge, are unallowable.

This Section shall not be construed as requiring the Awarding Entity's approval or disapproval of any individual who may be selected as legal counsel, or as the Awarding Entity's approval or disapproval of the use of legal counsel in general. In the event the recipient/subrecipient/ subgrantee elects to employ legal services, such services shall be subject to the provisions of this Agreement.

3.5.9 Assignment of Interest

The recipient/subrecipient/subgrantee must obtain the prior written consent of the Awarding Entity before assigning any interest in this Agreement.

3.5.10 Meetings, Conferences and Travel Payments

Recipients of WIOA funds are governed by the requirements found in 48 CFR 31.205-46, which state that travel per diem rates and other travel rates are "considered to be reasonable and allowable only to the extent they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration (GSA), for travel in the contiguous United States..."

The Awarding Entity shall reimburse the recipient/subrecipient/subgrantee for proper travel and per diem expenses at rates which are in accordance with the recipient's/subrecipient's/subgrantee's approved "local travel policy". The recipient's/subrecipient's/subgrantee's "local travel policy" shall consist of a written statement delineating the rates that the recipient/subrecipient/ subgrantee shall use in computing travel and per diem expenses of its employees. The Awarding Entity shall review the "local travel policy" after submission by the recipient/subrecipient/ subgrantee and shall approve it after the Awarding Entity determines that it is reasonable and otherwise acceptable for the purpose of this Agreement.

Travel costs for personnel supported by the grant award are allowable when the travel is specifically related to the operation of programs under the Act. Payment for travel shall be made only as it applies to the scope of the grant, is necessary and reasonable, and follows all local travel policies.

The recipient/subrecipient/subgrantee must follow local travel policies before it can use funds received under this Agreement to pay for travel and per diem, except travel to areas designated by the Awarding Entity for consultation or training.

Budgeted expenses for meetings and/or conferences are allowable when their primary purpose is the dissemination of technical information relating to the WIOA program and when they are consistent with regular practices and local travel policies followed for other activities of the recipient/subrecipient/subgrantee. Allowable costs under WIOA grant awards must be necessary and reasonable for proper and efficient administration of the program; be justifiable; be in accordance with 2 CFR 200; and not be a general expense required to carry out the overall responsibilities of state or local government.

The Awarding Entity may schedule a meeting for the purpose of reviewing performance against the terms of this Agreement. All staff of the recipient/ subrecipient/subgrantee performing services under this Agreement who are requested by the Awarding Entity to attend meetings shall be required to attend such meetings as often as necessary.

3.5.11

Prevention of Fraud and Abuse

The recipient/subrecipient/subgrantee shall establish, maintain, and utilize internal program management procedures sufficient to provide for the effective management of all activities funded in whole or in part under this Agreement.

In addition to the requirements imposed elsewhere in this Agreement, the recipient/subrecipient/subgrantee shall ensure that sufficient, auditable, and otherwise adequate records are maintained which support the expenditure of all funds received through this Agreement. Such records shall be sufficient to allow the United States Department of Labor, the State, and the Awarding Entity to audit and monitor the recipient/ subrecipient/subgrantee and shall include the maintenance of a Management Information System.

No officer, employee or agent of the recipient/subrecipient/subgrantee shall solicit or accept gratuities, favors or anything of monetary value from any supplier or potential supplier of goods or services under the Act.

The recipient/subrecipient/subgrantee shall spend no funds directly or indirectly for programs pursuant to the Act for payment of a fee for the placement of any persons in a training or employment program under this Act.

3.6

PARTICIPANT DATA SYSTEM

3.6.1

Participant Information

The recipient/subrecipient/subgrantee shall maintain a participant data system that provides a record of participant information as described therein to include:

- (a) a record of each applicant for whom an application has been completed and a formal determination of eligibility or ineligibility made;
- (b) a record of each participant's enrollment sufficient to demonstrate compliance with the eligibility criteria of a particular program, activity and other restrictions imposed by the Act; and
- (c) other information as necessary and/or as outlined in the scope of work to develop and measure the achievement of performance standards and monitor equal opportunity.

3.6.2

Recipient/Subrecipient/Subgrantee Responsibilities

Recipient/subrecipient/subgrantee responsibilities are specified in the Participant Data System (SC Works Online Services) Manual (found under Staff Resources of the system) for WIOA subrecipients/subgrantees. The procedures and forms in this manual are, hereby, incorporated into these terms and conditions. Recipient/subrecipient/subgrantee responsibilities include, but are not limited to:

- (a) preparation and submission of all necessary forms and reports required by the Awarding Entity within the time specified by the Awarding Entity;

- (b) eligibility determination and certification of applicant eligibility, as applicable;
- (c) tracking and ensuring participants' maximum in program activities, program duration and other constraints imposed by the Act;
- (d) submission of such other reports, data and information on the operation and performance of this Agreement as may be required by the Awarding Entity;
- (e) maintaining a system that provides a complete and accurate record of participant's status, characteristics, exit and employment data which shall be used by the Awarding Entity to measure accomplishments or performance in achieving the objectives stated in this Agreement.

All reporting forms authorized and/or procedures developed by the Awarding Entity may be modified at the discretion of the Awarding Entity.

3.7 PARTICIPANT PAYMENTS, BENEFITS AND WORKING CONDITIONS

3.7.1 Payments to Participants

Needs-Related Payments (20 CFR 680.930) Needs-related payments provide financial assistance to participants for the purpose of enabling them to participate in training and are a supportive service authorized by WIOA sec. 134(d)(3). Unlike other supportive services, in order to qualify for needs-related payments a participant must be enrolled in training. For eligibility guidelines and payment determinations, reference 20 CFR 680, subpart G.

OJT Compensation - The recipient/subrecipient/subgrantee shall ensure that participants in On-the-Job Training are compensated by the employer at the same rates, including periodic increases not related to individual performance, as similarly situated employees or trainees. In no event shall compensation be less than the highest of the minimum wage prescribed under the Fair Labor Standards Act of 1938, as amended, or applicable state or local minimum wage laws.

3.7.2 Benefits and Working Conditions

Conditions of employment or training will be appropriate and reasonable with regard to the type of work; the geographical region; and proficiency of the participant.

Training and related services will be provided to the extent practical, consistent with every participant's fullest capabilities, and lead to unsubsidized employment opportunities which will enable participants to become economically self-sufficient.

Each participant in an On-the-Job Training and/or apprenticeship work-related training shall be assured of Workers' Compensation, including medical and accident, at the same level and to the same extent as others similarly employed who are covered by a Workers' Compensation statute or system.

Each participant who is employed in OJT and/or apprenticeship work-related training, where others similarly are employed and are not covered by an applicable Workers' Compensation statute, shall be provided with medical and accident insurance' benefits. Such benefits shall be adequate and comparable to the medical and accident insurance provided under the applicable State Workers' Compensation statute. Subrecipients/

subgrantees are not required to provide these participants with income maintenance coverage.

Each participant enrolled in other than On-the-Job-Training or work-related activities shall be provided with adequate on-site medical and accident insurance.

Each participant prior to entering employment or training shall be informed of the name of his or her employer and of his or her rights and benefits in connection with such employment and training.

No participant will be required or permitted to work; be trained, or receive service in buildings or surroundings; or under working conditions that are unsanitary, hazardous or dangerous to his or her health or safety. Participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices. Training will be conducted in a commercial building. Residential buildings are not considered suitable training sites. (Homes, apartments, and other domiciles currently occupied as a private residence for individuals/families are unallowable training sites.)

Unemployment Compensation costs are allowable for staff hired, in accordance with the administrative provisions of the Regulations, and for On-the-Job-Training participants to be covered for Unemployment Compensation purposes.

3.7.3 Supportive Services

Supportive services may be provided to participants through in-kind or cash assistance, or by arrangement with another human service agency, when necessary, to enable an individual to participate in activities authorized under WIOA.

3.7.4 Retirement Programs

The Act provides for temporary training and employment; therefore, the inclusion of WIOA participants in a retirement program is prohibited.

3.7.5 Child Labor

The recipient/subrecipient/subgrantee will comply with the Hazardous Occupations order issued pursuant to the Fair Labor Standards Act and set forth at **29 CFR Section 570.50 et seq.**, with respect to the employment of youth under eighteen years of age; with the Child Labor Law Standards of **29 CFR Section 570.117 et seq.**, with respect to the employment of youth aged fourteen and fifteen; and all applicable state and local child labor laws. The recipient/subrecipient/subgrantee is responsible for ensuring that its subrecipients/subgrantees, if any, maintain compliance with the laws enumerated in this Section.

3.8 REQUIREMENTS FOR RECORDS

All records required under this Agreement, the Act, Regulations and applicable Circular shall be the responsibility of recipient/subrecipient/ subgrantee. Retention of, and access to, such records shall be provided in accordance with **2 CFR 200.333**.

The recipient/subrecipient/subgrantee shall retain all records including financial, statistical, property, participant records and supporting documentation for **five (5) years** after the recipient/subrecipient/ subgrantee submits to the Awarding Entity its final expenditure report for that funding period. Records for nonexpendable property shall be retained for a period of **five (5) years** after final disposition of the property.

The recipient/subrecipient/subgrantee shall retain records beyond this period if any litigation or audit is begun or if a claim is instituted involving this Agreement covered by the records. In such instances, the recipient/ subrecipient/subgrantee shall retain records until the litigation, audit or claim has been finally resolved.

In the event of the termination of a relationship, the Awarding Entity shall be responsible for the maintenance and retention of the records of a recipient/subrecipient/subgrantee unable to retain them.

A recipient/subrecipient/subgrantee who goes out of business or is unable to retain records as described above will transfer all records above to the Awarding Entity in an orderly manner. Each box will be labeled and in acceptable condition for storage. The Awarding Entity will inventory the contents of each box prior to or upon acceptance.

3.8.1 Substitution of Microfilm

Copies made by microfilming, scanning, photocopying, or similar methods may be substituted for the original records.

3.8.2 Right of Access to Records

The Awarding Entity; SC Department of Employment and Workforce; the U. S. Department of Labor; the Office of the Inspector General; the Comptroller General of the United States; or any of their authorized representatives have the right of timely and reasonable access to all records of the recipient/subrecipient/subgrantee that are pertinent to this Agreement.

This right also includes timely and reasonable access to recipient/subrecipient/subgrantee personnel at all levels for the purpose of interview and discussion related to such records.

The recipient/subrecipient/subgrantee understands that the right of access is not limited to the required retention period but shall last as long as the records are retained.

The recipient/subrecipient/subgrantee may not otherwise divulge registrant/participant information without permission of the registrant/ participant.

3.8.3 Fees

The recipient/subrecipient/subgrantee may charge a fee for processing a request for a record to the extent the cost is sufficient to recover the cost applicable to processing such request.

3.9 PROCUREMENT

Each recipient/subrecipient/subgrantee shall establish and implement procurement standards to ensure fiscal accountability and prevent waste, fraud and abuse in programs funded under the Act.

Each recipient/subrecipient/subgrantee shall have written procedures for procurement transactions. These procedures shall comply at a minimum with Federal and State requirements, and may reflect applicable local laws and regulations, provided that they do not conflict with WIOA policy.

Funds awarded under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from federal, state or local sources unless it is demonstrated that the WIOA-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

The recipient/subrecipient/subgrantee shall conduct procurement in a manner that provides full and open competition.

3.9.1

Methods of Procurement

The recipient/subrecipient/subgrantee shall use one of the following methods of procurement appropriate for each procurement action in accordance with its local procurement policy:

- (a) **Small Purchase Procedures:** simple and informal procurement methods for securing services, supplies or other property. This procedure must at a minimum follow the SC Consolidated Procurement Code. The recipient/subrecipient/subgrantee will follow the Appalachian Council of Governments procurement policy as outlined below or the SC Consolidated Procurement Code, whichever is more strict. Price or rate quotations must be documented from an adequate number of qualified sources.

To fill the needs for supplies and services, the following purchasing procedures are required to be followed by the recipient/subrecipient/subgrantee for all purchases under \$15,000 (except for travel expenses, renewal of contracts, and recurring expenses, i.e. utility bills, telephone, office rent and other costs associated with approved contracts).

<\$300: *An order shall be placed with a vendor most advantageous to the WIOA program. (Purchasing procedures outlined in this section may be eliminated if a term contract exists on a specific item and the contract was awarded according to regular purchasing procedures.*

Between \$300 and \$5,000: *The recipient/subrecipient/subgrantee shall obtain at least two informal quotations, if possible, and inform the WorkLink Workforce Development Board Grant point of contact of the results.*

Between \$5,001 and \$10,000: *The recipient/subrecipient/subgrantee will obtain three (3) or more written quotations, proposals, or bids as appropriate. The bids or quotes should be based on specifications supported under the WIOA program rules and regulations, and approved by the WorkLink WDB Grant point of contact.*

Between \$10,001 and \$15,000: *The recipient/subrecipient/subgrantee will obtain five (5) or more written quotations, proposals, or bids as appropriate based on specifications approved by the WorkLink WDB Grant point of contact.*

The recipient/subrecipient/subgrantee will award a contract, upon approval of the WorkLink WDB point of contact, to the vendor most advantageous to the WIOA program.

- (b) **Sealed Bids (Formal Advertising):** publicly solicited procurement for which a firm fixed-price contract (lump sum or unit price) or other fixed-price arrangement is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the Invitation for Bids, is the lowest in price. Bids shall be solicited

from three or more responsible bidders. If bids to a solicitation are not received, the recipient/subrecipient/subgrantee may determine the fair market value from three or more Internet vendors and then proceed with the purchase.

- (c) **Competitive Proposals:** normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type of contract is awarded. Each competitive proposal process must include a documented methodology for technical evaluations and awarded to responsible offeror whose proposal is most advantageous to the program with price, technical and other factors considered. This method is generally used when conditions are not appropriate for the use of sealed bids.

Under letter (b) and letter (c): All services and equipment by the recipient/subrecipient/subgrantee in an amount of \$15,000 or more will be acquired according to the following procedures:

- *The recipient/subrecipient/subgrantee shall determine that the item or service is authorized by the budget, funds are available for purchase, and the WorkLink WDB point of contact approves the requested purchase or sub-award.*
- *The recipient/subrecipient/subgrantee shall prepare request for bids and specifications or request for proposals, list the potential vendors, and prepare proposed newspaper and other legal advertisement. The advertisements should include:*
 - *Brief scope of services;*
 - *Name and telephone of the person to contact for a copy of the RFP or bid specifications;*
 - *Deadline for submitting proposal or bids; and*
 - *Statement that the WIOA program does not discriminate.*
- *The recipient/subrecipient/subgrantee shall send out the RFP or bid to the list of vendors and advertise at a minimum in Anderson, Greenville, and Spartanburge Counties. A minimum of ten (10) calendar days must be allowed for submission of proposals or bids.*
- *The recipient/subrecipient/subgrantee shall a hold public bid opening at time and place announced, and tabulate bids. The results shall be submitted to a committee of non-biased peers selected from among management staff of partners (or their designee) and/or WDB members and/or other area subject experts. Under no circumstances should an individual be included in the committee to review and score bids that has a conflict of interest. This committee will select the best proposal.*
- *The recipient/subrecipient/subgrantee must make available all documentation to support the procurement upon request.*

- (d) **Non-Competitive Proposals (Sole Source):** procurement through solicitation of a proposal from only one source, when that vendor has proprietary goods, or after solicitation of a number of sources, competition is determined inadequate.

Each recipient/subrecipient/subgrantee shall minimize the use of sole source procurement to the extent practicable, but in every case, the use of sole source procurement shall be justified and documented and in accordance with its procurement

policies. Procurement by non-competitive proposals may be used only when the award of a grant/ contract is infeasible under small purchase procedures, sealed bids, or competitive proposals. All methods should be exhausted before a non-competitive procurement can be determined.

The recipient/subrecipient/subgrantee shall perform cost or price analysis in connection with every procurement action, including grant/contract modifications. The methods and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, the recipient/subrecipient/subgrantee shall make independent estimates before receiving bids or proposals.

Procurement under the Act shall not permit excess program income for non-profit and governmental entities or excess profit for private-for-profit entities.

The "cost plus a percentage of cost" method of procurement is prohibited under this Agreement.

The recipient/subrecipient/subgrantee shall conduct and document oversight to ensure compliance with the procurement standards, in accordance with the requirements of the WIOA Regulations.

Each recipient/subrecipient/subgrantee shall maintain records sufficient to detail the significant history of a procurement. These records shall include:

- (1) rationale for the method of procurement;
- (2) the selection of contract type; and
- (3) contractor selection or rejection and the basis for the grant/contract type.

All methods of procurement must include language to ensure that all recipients/subrecipients/subgrantees are fully aware of the Jobs for Veterans requirements and of their obligation to design and deliver services accordingly. Such language may include:

This program is subject to the provisions of the "Jobs for Veterans Act," 38 U.S.C § 4215) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

The recipient/subrecipient/subgrantee shall comply with all applicable provisions of the Act; regulations; 2 CFR 200; and issuances and Instructions from the Awarding Entity in implementing its procurement system.

Recipients/subrecipients/subgrantees should not enter into agreements/contracts/grants/awards/sub-awards or similar types of written contracts, or transfer current grant agreements for services to any organization, individual, or group without prior written permission from the WorkLink WDB.

3.9.2

Selection of Service Providers through Formal Grant Process

Each recipient/subrecipient/subgrantee, to the extent practicable, shall select service providers by using a competitive grant application process.

Awards are to be made to organizations possessing the ability to perform successfully under the terms and conditions of a proposed subgrant or contract.

Proper consideration shall be given to community-based organizations, including women's organizations, with knowledge about or experience in non-traditional training for women, which are recognized in the community in which they are to provide services.

Recipients/subrecipients/subgrantees are encouraged to utilize qualified minority firms where cost and performance of major grant work will not conflict with funding or time schedules.

Recipients/subrecipients/subgrantees should not enter into agreements/contracts/grants/awards/sub-awards or similar types of written contracts, or transfer current grant agreements for services to any organization, individual, or group without prior written permission from the WorkLink WDB.

3.9.3 Conflict of Interest

No employee of the recipient/subrecipient/subgrantee; no member of the recipient/subrecipient/subgrantee governing board or body; and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his personal monetary interest.

The recipient/subrecipient/subgrantee agrees that none of its employees or officers has an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The recipient/subrecipient/subgrantee further agrees that in the performance of this Agreement no person having any such interest shall be employed. The recipient/subrecipient/subgrantee will establish safeguards to prevent its staff members or subcontractors from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others, particularly those with whom they have family, business or other ties. The recipient/subrecipient/subgrantee will require all subcontractors to comply with this Section as a condition of award.

As an additional limitation to any imposed by applicable state or local law, no member of any council or board which has a function related to the performance of this Agreement shall cast a vote on any matter which has a direct bearing on services to be provided by that member (or any organization which that member directly represents) or vote on any matter which would financially benefit the member of the organization which the member represents.

No non-governmental individual, institution or organization shall be paid funds provided under this Act to conduct an evaluation of any program under the Act if such individual, institution or organization is associated with that program as a consultant or technical advisor, or in any similar capacity.

The recipient/subrecipient/subgrantee shall not enter into any agreement in violation of state or local law or ordinance during the course of its performance of this Agreement.

3.9.4 **Nepotism**

No relative by blood, adoption or marriage of any executive or employee of the recipient/subrecipient/subgrantee shall receive favorable treatment for enrollment into services provided by, or employment with, the recipient/subrecipient/subgrantee.

The recipient/subrecipient/subgrantee shall also avoid entering into any agreements for services with a relative by blood, adoption or marriage. For the purpose of this Agreement, "relative by blood, adoption or marriage" to the sixth degree shall include: wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild, grandparents, great-grandparents and cousins within the sixth degree. When it is in the public interest for the recipient/subrecipient/subgrantee to conduct business (only for the purpose of services to be provided) with a relative, the recipient/subrecipient/subgrantee shall obtain approval from the Awarding Entity before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

The recipient/subrecipient/subgrantee assures that all subcontractors under this Agreement will comply with the nepotism requirements and shall include these requirements in its contracts.

3.9.5 **Conducting Business Involving Close Personal Friends and Associates**

Executives and employees of the recipient/subrecipient/subgrantee will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates in administering the Agreement, and will exercise due diligence to avoid this influence.

3.9.6 **Property Management Standards**

Real property, equipment, supplies and intangible property acquired or produced by States and governmental recipient/subrecipient/subgrantee, with WIOA funds, shall be governed by the definitions and property requirements (**see Uniform Guidance at 2 CFR 200**), except that prior approval by the Department of Labor to acquire property is waived. Non-governmental recipients/subrecipients/subgrantees shall be governed by the definitions and property management standards of **2 CFR 200**, as codified by administrative regulations of the Department of Labor (**refer to 2 CFR 200**), except that prior approval by the Department of Labor to acquire property is waived.

The recipient/subrecipient/subgrantee shall follow and comply with procurement and property management procedures issued by the Awarding Entity and any future amendments, in addition to the minimum standards of its own procurement system, in the acquisition of equipment, property, supplies, maintenance, and repairs when using funds provided by the Workforce Innovation and Opportunity Act of 2014.

The recipient/subrecipient/subgrantee shall not purchase, lease, rent, trade, transfer or dispose of any non-expendable personal property without prior approval of the Awarding Entity.

A recipient/subrecipient/subgrantee shall not acquire equipment with an acquisition/unit cost of \$5,000 or more per unit without the prior, written approval of the Awarding Entity. Approval of the recipient/subrecipient/ subgrantee budget does not constitute prior approval for purchases.

The recipient/subrecipient/subgrantee shall notify the Awarding Entity immediately of acquisitions with WIOA funds. Such notification shall include the location of the property and other related acquisition information required by the Awarding Entity for inventory purposes. Expendable personal property purchased shall be maintained in accordance with the U.S. Department of Labor's One Stop Comprehensive Financial Management Technical Assistance Guide, Chapter II-11.

Subject to these provisions, the recipient/subrecipient/subgrantee shall not enter a lease-purchase agreement without prior written approval from the Awarding Entity. In the event a lease or lease-purchase agreement is entered into, the first option-to-buy right rests with the Awarding Entity. The Awarding Entity will, at its discretion, exercise option to buy and take title to the item.

In the event that the recipient/subrecipient/subgrantee is indemnified, reimbursed or otherwise compensated by a third party for any loss, destruction of or damage to the property acquired with funds received under this Agreement, the recipient/subrecipient/subgrantee shall, as directed by the Awarding Entity, use such money to repair, renovate or replace the property; credit such proceeds against the state's liabilities to the recipient/subrecipient/subgrantee; or reimburse the Awarding Entity. In the event of damage or loss of a WIOA vehicle, the insurance payments shall be made to the Awarding Entity or entity holding title to the vehicle.

It is understood and agreed by the parties hereto that title to any non-expendable personal property furnished by the U. S. Department of Labor or the Awarding Entity to the recipient/subrecipient/subgrantee for use in connection with programs under this Agreement shall remain vested in the Awarding Entity. Title to property acquired or produced by a recipient/subrecipient/subgrantee that is a commercial organization shall vest in the Awarding Entity. It is further understood and agreed that title to non-expendable personal property purchased with funds received under this Agreement shall be vested in the Awarding Entity and records of non-expendable property purchased shall be maintained in accordance with the U.S. Department of Labor Property Management and the South Carolina WIOA Procurement Standards.

The recipient/subrecipient/subgrantee may spend funds received under this Agreement within the limits prescribed in the budget of this Agreement, subject to the other provisions of this Section, for the acquisition of or rental or leasing of supplies, equipment and materials for participants; for the rental or leasing of real property; and for equipment ordinarily provided by the employer to regular employees.

The recipient/subrecipient/subgrantee will maintain an up-to-date inventory of all WIOA property in its custody, and implement adequate maintenance procedures to keep the property in good condition.

3.10 CHANGES AND MODIFICATIONS

3.10.1 Amendments

Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal laws, or federal regulations, promulgated pursuant thereto or, by (1) State Instructions; (2) Department of Labor Field Memorandums; (3) Department of Labor WIOA Information Series; or (4) Awarding Entity Instructions are automatically incorporated into this Agreement without written amendment hereto, and shall go into effect on the date designated by the law, regulation or instruction.

If the recipient/subrecipient/subgrantee cannot conform to the changes required by federal laws, or federal regulations promulgated pursuant thereto, or by (1) State Instructions; (2) Department of Labor Field Memorandums; (3) Department of Labor WIOA Information Series; or (4) Awarding Entity Instructions, the recipient/subrecipient/subgrantee shall notify the Awarding Entity in writing no later than the effective date of such law or regulation that it cannot conform. The Awarding Entity shall then establish the standards for the termination of the recipient/subrecipient/subgrantee programs and shall terminate the Agreement as soon as practical. The best interest of the participant shall be the primary consideration in establishing the standards for such termination.

It is understood and agreed by the parties hereto that this Agreement must at all times be in compliance with the Act and Regulations promulgated pursuant to the Act, and that changes, interpretations, and clarifications of the Act and Regulations to be made by the U.S. Department of Labor during the Agreement period will have the effect of qualifying the terms of this Agreement.

3.10.2 Modifications

Except as provided otherwise herein, any alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing and executed by both parties of this Agreement.

The recipient/subrecipient/subgrantee may transfer funds within cost categories provided:

- (a) the transfer will not increase the monetary obligations of the Awarding Entity;
- (b) the transfer will not increase the total amount allocated to any single cost category in the budget;
- (c) the transfer will not decrease the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; or (3) the individuals to be served within significant client groups of the Agreement;
- (d) the transfer will not significantly change the nature or scope of the program funded under this Agreement. Exception: Any and all changes in personnel, fringe benefits and indirect cost must have prior approval of the Awarding Entity.

The recipient/subrecipient/subgrantee may transfer funds between line items if the transfer does not change the line item value by more than 10%.

The recipient/subrecipient/subgrantee may increase the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; (3) the planned placement terminations in each program activity; or (4) the individuals to be served within significant client groups as specified in the Agreement, provided that the level of funds does not exceed the cost categories of the Agreement or latest modification.

The Awarding Entity may at any time, by written order, make changes within the general scope of this Agreement. If any such change causes an increase in the cost of, or time required for, performance of any part of the program under this Agreement, whether changed or not by such order, an equitable adjustment shall be made in the Agreement

amount or completion date, or both, and the Agreement shall be modified in writing accordingly.

In accordance with these provisions herein, the Awarding Entity will not guarantee a modification to provide additional funds to cover expenditures on the part of the recipient/subrecipient/subgrantee during or after the period of this Agreement.

3.11 SUBCONTRACTING AND MONITORING

3.11.1 Sub-tier Agreements

The recipient/subrecipient/subgrantee may purchase or subcontract for the services and/or activities specified in the Program Work Statement and Budget of this Agreement only with the prior written approval of such subcontracts and subcontractors by the Awarding Entity, and in accordance with procurement requirements in the Uniform Guidance (2 CFR 200) and Appalachian Council of Governments (ACOG) procurement policy. The recipient/subrecipient/subgrantee, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the Awarding Entity is in no way liable to the subcontractor. In order to assure the Awarding Entity of strict performance of this Section, the recipient/ subrecipient/subgrantee must submit to the Awarding Entity subcontract Agreements for review upon request.

In no event shall any provision of this Section specifically be construed as relieving the recipient/subrecipient/subgrantee of the responsibility for ensuring that the performance provided under all subcontracts conforms to the terms and provisions of this Agreement.

Awarding Entity review under this Section does not constitute adoption, ratification or acceptance of the recipient's/subrecipient's/subgrantee's performance under this Agreement. The Awarding Entity does not waive any right of action which may exist or which may subsequently accrue to the Awarding Entity under this Agreement.

The recipient/subrecipient/subgrantee will ensure that its subcontractors, if any, do not subcontract for any performance or partial performance of an activity or service provided or to be provided through this Agreement.

The recipient/subrecipient/subgrantee will not subcontract for any part of its performance under this Agreement where such proposed subcontract would result in a violation of the Agreement; the Regulations promulgated under the Act; the Act itself; or any other applicable federal, state or local laws.

Grants/Subcontracts must include language to ensure that all recipients/subrecipients/subgrantees are fully aware of the Jobs for Veterans requirements and of their obligation to design and deliver services accordingly. Such language may include:

This program is subject to the provisions of the "Jobs for Veterans Act," (38 U.S.C. § 4215) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

3.11.2 Monitoring

The recipient/subrecipient/subgrantee, unless specifically relieved of this responsibility elsewhere in this Agreement, is required to monitor the program of its subcontractors, if

any, to ensure compliance with the Act and the Regulations and the provisions of the sub-agreement. All monitoring visits must be documented by written reports.

3.12

TERMINATION PROVISIONS

The performance of work under this Agreement may be terminated by the Awarding Entity, in whole or in part, for either of the following circumstances:

3.12.1

Termination for Convenience

The performance of work under the Agreement may be terminated, in whole or in part, by the Awarding Entity whenever it determines that such termination or suspension is in the best interest of the Awarding Entity. Termination of work hereunder shall be effected by delivery to the recipient/subrecipient/subgrantee of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than **ten (10) working days** after receipt of notice thereof.

Following receipt of the Notice of Termination, the recipient/subrecipient/ subgrantee shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items. In addition, the recipient/subrecipient/subgrantee shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such cancelled commitments, the recipient/subrecipient/subgrantee agrees to:

- (a) settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and
- (b) assign to the Awarding Entity, at the time and to the extent directed by the Awarding Entity, all of the rights, title, and interest of the recipient/subrecipient/subgrantee under the orders and subcontracts so terminated. The Awarding Entity shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

3.12.2

Termination for Cause

The Awarding Entity may terminate this Agreement when it has determined that the recipient/subrecipient/subgrantee has failed to provide any of the services specified or comply with any of the provisions contained in this Agreement. If the recipient/subrecipient/subgrantee fails to perform in whole or in part, or fails to make sufficient progress so as to endanger performance, the Awarding Entity will notify the recipient/subrecipient/subgrantee of such unsatisfactory performance in writing. The recipient/subrecipient/subgrantee has **ten (10) working days** in which to respond with a plan agreeable to the Awarding Entity for correction of the deficiencies. If the recipient/subrecipient/subgrantee does not respond within the appointed time, or does not respond with appropriate plans, the Awarding Entity may serve a termination notice on the recipient/subrecipient/subgrantee, which will become effective within **thirty (30) calendar days** after receipt. In the event of such termination, the Awarding Entity shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement.

The recipient/subrecipient/subgrantee shall have the right to appeal any such determination made by the Awarding Entity to the Local Workforce Development Board (LWEB) within **thirty (30) calendar days**.

- When the recipient/subrecipient/subgrantee has failed to submit his appeal within **thirty (30) calendar days** from the date of the termination notice and has failed to request extension of such time, he shall have no such right of appeal.
- In the case of state grants, the appeal will be made to the State Workforce Development Board. The same time parameters and conditions apply as those for the LWDB.

Upon termination of the Agreement, in any case where the Awarding Entity has made a determination of the amount due the recipient/ subrecipient/subgrantee, the Awarding Entity shall pay the recipient/ subrecipient/subgrantee according to the following:

- (a) if there is no right of appeal hereunder or if no timely appeal has been made, the amount so determined by the Awarding Entity; or
- (b) if an appeal has been made, the amount finally determined on such appeal.

In arriving at the amount due the recipient/subrecipient/subgrantee under this clause, there shall be deducted:

- (a) all unliquidated advance or other payments on account made to the recipient/subrecipient/subgrantee applicable to the terminated portion of this Agreements;
- (b) any claim which the Awarding Entity may have against the recipient/subrecipient/subgrantee in connection with this Agreement; and
- (c) the negotiated price for, or the proceeds from the sale of any materials, supplies or other items acquired by the subrecipient/ subgrantee, or sold, pursuant to the provisions of this clause and/or otherwise covered by or credited to the Awarding Entity.

If the termination hereunder is partial, prior to the settlement of the terminated portion of this Agreement, the recipient/subrecipient/ subgrantee may file with the Awarding Entity a request in writing for an equitable adjustment to the price or prices specified in the Agreement relating to the continued portion.

Upon termination of this Agreement for any reason, the recipient/subrecipient/subgrantee shall return to the Awarding Entity, within **thirty (30) calendar days** after receipt of a written request, all property furnished to the recipient/subrecipient/subgrantee by the U.S. Department of Labor or the Awarding Entity and all records pertaining to this Agreement and its programs. The recipient/subrecipient/subgrantee shall return such property and records in the manner prescribed by the Awarding Entity. Between the date of termination of the Agreement and the date of return of the property and records, the recipient/subrecipient/ subgrantee shall protect such property and records from damage, loss or destruction.

Otherwise, the recipient/subrecipient/subgrantee shall preserve records relating to this Agreement as provided in Section 3.8, Requirements for Records.

In cases of fraud or illegal activities, the Awarding Entity has the right to initiate the process to seize the WIOA numbered bank account or any other account which contains WIOA funds up to the amount to be returned.

3.13

AUDITS

3.13.1

Audits and Inspections

At any time during normal business hours and as often as the U.S. Department of Labor, U.S. Comptroller General, State Auditor of South Carolina or Awarding Entity may deem necessary, the recipient/ subrecipient/subgrantee shall make available for examination all of its records with respect to all matters covered by this Agreement. These agencies have the authority to audit, examine, and make copies of excerpts or transcripts from records, including all grants, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement:

- (a) the Awarding Entity shall have the authority to examine the books and records used by the recipient/subrecipient/subgrantee in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the Awarding Entity, the Awarding Entity reserves the right to withhold any or all of its funding to the recipient/subrecipient/subgrantee until such time as they do meet these standards;
- (b) the Awarding Entity shall have the authority to examine all forms and documents used including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks and other checks used by the recipient/ subrecipient/subgrantee until such time as they do meet these standards;
- (c) the Awarding Entity may require the recipient/subrecipient/subgrantee to use any or all of its accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement;
- (d) the Awarding Entity reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled or advanced in any way, tangible or intangible. Such sites may include the home office, and branch office or other locations of the recipient/subrecipient/subgrantee if such sites or the activities performed thereon have any relationship to the program covered by this Agreement;
- (e) the Awarding Entity shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property and/or equipment authorized by this Agreement; and
- (f) subject to the discretion of the Awarding Entity, certain authorized members of the Awarding Entity shall have the right to be present at any and all of the recipient's/subrecipient's/subgrantee's staff meetings, Board of Director's meetings, Advisory Committee meetings and Advisory Board meetings if an item to be discussed is an item of this Agreement.

When a fiscal or special audit determines that the recipient/subrecipient/ subgrantee has expended funds which are questioned under the criteria set forth herein, the recipient/subrecipient/ subgrantee shall be notified and given the opportunity to justify

questioned expenditures prior to the Awarding Entity's final determination of the disallowed costs, in accordance with the procedures established under WIOA.

The recipient/subrecipient/subgrantee is liable to repay such amounts from funds other than funds received under this Act, upon a determination that the improper expenditure of funds was due to willful disregard of the requirements of this Act, gross negligence or failure to observe accepted standards of administration.

3.13.2 Audit Reports

In accordance with 2 CFR 200, the recipient/subrecipient/ subgrantee must submit all finalized audit reports to the Awarding Entity within **thirty (30) calendar days** of receipt.

3.14 ASSURANCES

As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it will comply fully with the following nondiscrimination provisions, equal opportunity provisions, Public Laws and Executive Orders, including but not limited to:

- A. WIOA Section 188 (29 CFR, Part 38), which provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief, and, for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in a WIOA Title I-financially assisted program or activity;
- B. Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972, which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;
- C. Title VII of the Civil Rights Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;
- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;
- E. The Age Discrimination Act of 1975 (42 U.S.C. §6101), as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- F. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;
- G. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688), as amended, which prohibits discrimination on the basis of sex in educational programs;

- H. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;
- I. Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination in employment on the basis of genetic information;
- J. Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;
- K. Section 508 of the Rehabilitation Act (29 U.S.C. §794d), which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;
- L. Jobs for Veterans Act (38 U.S.C. §4215), which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;
- M. P.L. 113-114, Division E, Title VII, Section 743, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;
- N. P.L. 113-114, Division H, Title V, Section 505, which establishes that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
 - 1. The percentage of the total costs of the program or project which will be financed with Federal money;
 - 2. The dollar amount of Federal funds for the project or program, and
 - 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both must be complied with.

- O. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;
- P. Executive Order 13333, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that

the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. §7104(g));

- Q. Buy American Notice Requirement, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);
- R. Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997), which provides that recipients of Federal funds are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;
- S. Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009), which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;
- T. Special Requirements for Conferences and Conference Space. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;
- U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;
- V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;
- W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and
- X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3). The notice must

contain specific wording regarding the prohibited bases and the process for filing a complaint, as required by 29 CFR §38.30.

3.14.1

Affirmative Action (Executive Order 11246, as amended by Executive Order 11375, and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended)

Executive Order 11246 prohibits employment discrimination on the basis of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

Institutions or agencies with federal grants or contracts of **\$50,000 or more and 50 or more employees** are required to develop a written Affirmative Action Plan to overcome the effects of past discrimination and to facilitate optimal utilization of qualified women and minorities throughout the workforce. An Affirmative Action Plan must contain a workforce utilization analysis to identify those areas in which women and minorities are under-utilized, a review of all employment policies and practices to identify and to eliminate any sources of discrimination, and a statement of numerical goals and timetables for the correction of any under-utilization identified. Although the grant or contract may involve only one unit within the institution or agency, the Affirmative Action Plan must cover all employees throughout the institution.

Section 504 of the **Rehabilitation Act of 1973**, as amended, prohibits discrimination based on disability. **Section 503** of the Rehabilitation Act of 1973 prohibits discrimination and requires employers with federal contracts or subcontracts that exceed **\$10,000** to take affirmative action to hire, retain, and promote qualified individuals with disabilities.

The recipient/subrecipient/subgrantee will not discriminate against any employee or applicant for employment or training because of physical or mental disability in regard to any position for which the employee or applicant for employment is otherwise qualified. The recipient/ subrecipient/subgrantee shall establish an Affirmative Action Plan for outreach to, and training, placement and advancement of, individuals with disabilities in employment and training programs under the Act.

3.14.2

Veterans Employment

It is required that programs supported under section 168 of WIOA are coordinated, to the maximum extent feasible, with related programs and activities conducted under Title 38 of the United States Code.

3.14.3

Relocation

No funds provided under this title shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.

No funds provided under this title for an employment and training activity shall be used for customized or skill training, on-the-job training, or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.

3.14.4 Disputes and Court Action

The recipient/subrecipient/subgrantee, employees of the recipient/ subrecipient/ subgrantee or anyone acting on behalf of the recipient/subrecipient/subgrantee, and/or participants in any of the recipient's/subrecipient's/subgrantee's program, shall not intimidate, threaten, coerce, or discriminate against any individual or organization because the individual or organization has filed a complaint; intends to file a complaint or instituted a proceeding under the Act; testified or is about to testify; assisted or participated in any manner in an investigation, proceeding, or hearing under the Act.

3.14.5 Grievance and Hearing Procedures for Noncriminal Complaints at the Local Workforce Development Area (LWDA) (20 CFR 667.600)

Each LWDA under the Act shall establish and maintain a grievance procedure for grievances or complaints about its programs and activities from registrants, applicants, participants, subrecipients/subgrantees, and other interested parties affected by the LWDA including one-stop partners and service providers. Procedures must provide for informal resolution and a hearing. Hearings on any grievance or complaint shall be conducted and a decision shall be issued within **60 calendar days** of the filing of the grievance or complaint. Complaints arising from actions taken by the subrecipients/subgrantees with respect to investigations or monitoring reports shall be resolved in accordance with 667.500.

The LWDA hearing procedure shall include written notice of the date, time and place of the hearing; an opportunity to present evidence; a written decision and a notice of appeal rights.

The LWDA and subrecipients/subgrantees shall assure that employers, including private-for-profit employers of participants under the Act, have a grievance procedure available to the participants engaged in OJT, apprenticeships, and internships relating to the terms and conditions of employment.

Employers may operate their own grievance system or may utilize the grievance system established by the state, the LWDA or recipient/subrecipient/subgrantee except in a case where the employer is required to use a certain grievance procedure under a covered collective bargaining agreement. Then those procedures should be followed for the handling of WIOA complaints under this section. Employers shall inform participants of the grievance procedures they are to follow when the participant begins employment.

An employee grievance system shall provide for, upon request by the complainant, a review of an employer's decision by the LWDA and the State if necessary.

3.14.6 Complaints of Discrimination

Complaints of discrimination shall be handled under **29 CFR Part 38**.

3.14.7 Complaints and Reports of Criminal Fraud, Waste and Abuse

Information and complaints involving criminal fraud, waste, abuse or other criminal activity shall be reported through the US Department of Labor's Incident Reporting System, directly and immediately to the US Department of Labor Office of Inspector General, Office of Investigations, 200 Constitution Avenue, NW, Room S-5514, Washington, DC 20210, or to the Regional Inspector General for Investigations, with a copy simultaneously provided to the US Department of Labor, Employment and Training Administration. The Hotline Number is **1-800-347-3756**.

3.14.8**Non-WIOA Remedies**

Whenever any person, organization, or agency believes that a recipient/subrecipient/subgrantee has engaged in conduct that violates the Act and that such conduct also violates a federal statute other than WIOA, or a state or local law; that person, organization, or agency may, with respect to the non-WIOA cause of action, institute a civil action or pursue other remedies authorized under such other federal, state or local law against the recipient/subrecipient/subgrantee, without first exhausting the remedies herein. Nothing in the Act or WIOA Regulations shall: (1) allow any person or organization to file a suit which alleges a violation of WIOA or Regulations promulgated thereunder without first exhausting the administrative remedies described herein; or (2) be construed to create a private right-of action with respect to alleged violations of WIOA or the Regulations promulgated thereunder.

3.14.9**Appeals Process**

Any dispute between the Awarding Entity and the recipient/subrecipient/subgrantee concerning the terms or provisions of this Grant Agreement which constitutes a question of fact, and which is not disposed of by agreement, shall be decided by the Awarding Entity.

In connection with any appeal proceeding under this clause, the recipient/subrecipient/subgrantee shall be afforded the opportunity to be heard and to offer evidence in support of its appeal.

Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:

1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of WorkLink WDB.
2. The Executive Director will issue a written decision within 30 days. The decision shall be final and conclusive, unless the recipient/subrecipient/subgrantee furnishes the Awarding Entity with a written appeal as outlined below.
3. If dissatisfied with the decision as set forth by the Executive Director, a written appeal may be made to the WorkLink Workforce Development Board (WDB) within 14 days of receipt of decision.
4. The Chair will designate the Executive Committee or an Ad hoc Committee of at least five WorkLink WDB members to hear the appeal.
5. The WorkLink WDB will hear the appeal and render a decision within 60 days.
6. The recipient/subrecipient/subgrantee will be notified of the WorkLink WDB's decision within 20 days.

In connection with any appeal proceeding under this clause, the recipient/subrecipient/subgrantee shall be afforded the opportunity to be heard and to offer evidence in support of its appeal.

Pending final determination of a dispute, the recipient/subrecipient/subgrantee shall proceed diligently with the performance of the Agreement and in accordance with the Awarding Entity's decision, unless the Agreement is otherwise terminated by either parties. The decisions of the WorkLink WDB (appointed committee) with a written appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply

bad faith, or not supported by substantial evidence. The recipient/subrecipient/subgrantee shall notify the Awarding Entity in writing of any actions or suits filed and of any claims made against the Awarding Entity, the recipient/subrecipient/subgrantee or any of the parties involved in the implementation, administration and operation of the programs funded through this Agreement.

Appeal requests made to the WorkLink WDB must be submitted in writing as follows:

WorkLink WDB
Attn: Appeal
1376 Tiger Blvd, Ste 102
Clemson, SC 29631

3.15 OTHER STIPULATIONS

3.15.1 Other Stipulations Governing this Agreement

All powers not explicitly vested in the recipient/subrecipient/subgrantee by the terms of this Agreement remain with the Awarding Entity.

The Awarding Entity will not be obligated or liable hereunder to any party other than the recipient/subrecipient/subgrantee.

Funds received under WIOA may be expended only for purposes permitted under the provisions of the Act.

Funds made available through one Agreement or Title may not be used to support costs properly chargeable to another Agreement or Title.

3.15.2 Hold Harmless

The recipient/subrecipient/subgrantee shall hold and save the Awarding Entity, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages sustained by any person or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the recipient/subrecipient/subgrantee.

3.15.3 Non-Federal Employees

It is understood and agreed by the parties hereto that no staff member of the recipient/subrecipient/subgrantee or participant receiving funds under this Agreement shall be deemed a federal employee for any purpose or subject to provision of law relating to federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and federal employment benefits, except where specifically provided to the contrary in the Regulations promulgated under the Act.

3.15.4 Sectarian Activities (Section 188 (a)(3) and 29 CFR Part 2, subpart D)

The recipient/subrecipient/subgrantee agrees to comply with all provisions of **Section 188 of the Act** and shall require all sub-contractors to maintain compliance with this Section.

Funds received under WIOA may not be used to directly support religious instruction, worship, prayer, proselytizing, or other inherently religious practices. Except as

described below, the recipient/subrecipient/subgrantee must not employ WIOA participants to carry out the construction or maintenance of any part of any facility that is used, or is to be used for religious instruction or as a place of religious worship.

A recipient/subrecipient/subgrantee may employ WIOA participants to carry out the maintenance of a facility that is not primarily or inherently devoted to religious instruction or religious worship if the organization operating the program is part of a program or activity providing services to the participant.

29 CFR part 2, subpart D, governs the circumstances under which Department support, including under WIOA Title I financial assistance, may be used to employ or train participants in religious activities. Under that subpart, such assistance may be used for such employment or training only when the assistance is provided indirectly within the meaning of the Establishment Clause of the U.S. Constitution, and not when the assistance is provided directly. As explained in that subpart, assistance provided through an Individual Training Account is generally considered indirect, and other mechanisms may also be considered indirect. See also 20 CFR 683.255 and 683.285. 29 CFR part 2, subpart D, also contains requirements related to equal treatment of religious organizations in Department of Labor programs, and to protection of religious liberty for Department of Labor social service providers and beneficiaries.

WIOA Funds may not be used to support the dissemination of anti-religious activities, whether directly against any particular religion or religious practice in general.

3.15.5 Unionization and Political Activity

3.15.5.1 Union

- (a) No funds under this Agreement shall be used in any way to either promote or oppose unionization.
- (b) No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement which contains a Union Security Provision.
- (c) No participant in work experience may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.
- (d) No person shall be referred to or placed in an on-the-job training position affected by a labor dispute involving a work stoppage and no payments may be made to employers for the training and employment of participants in on-the-job training during the period of work stoppage.

3.15.5.2 Political Activity

- (a) The recipient/subrecipient/subgrantee may not select, reject or promote a participant or employee based on that individual's political affiliation or beliefs. The selection or advancement of employees as a reward for political services or patronage is partisan in nature; is discrimination based on political belief or affiliation; and is prohibited. There shall be no referrals for WIOA jobs, nor selection of participants or service providers, based on political affiliation.
- (b) No program-under the Act may involve political activities, including but not limited to:

- (1) participant or employee participation in partisan or non-partisan political activities in which such participant or employee represents himself/herself as a spokesperson for the WIOA program;
 - (2) participant or employee participation in partisan or non-partisan political activities during hours for which the participant or employee is paid with WIOA funds;
 - (3) employing or out-stationing participants in the office of a member of Congress or state or local legislator or any staff of a legislative committee; or
 - (4) employing or out-stationing participants in the immediate offices of any chief elected executive official, chief executive officers, or officers of a state or unit of general local government.
- (c) Neither the program nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way or to any extent, engaged in the conduct of political activities in contravention of **Chapter 15 of Title 5, United States Code**, known as the "**Hatch Act**".
- (d) No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress or to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislatures.

3.15.6 **Maintenance of Effort**

The recipient/subrecipient/subgrantee shall comply with **Section 181 of the Act and Section 195 of the Act** and shall ensure that all programs under the Act:

- (a) result in an increase in employment and training opportunities over those which would otherwise be available;
- (b) do not result in the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-over-time work, wages or unemployment benefits;
- (c) do not impair existing contracts for services or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed, including services normally provided by temporary, part-time or seasonal workers or through contracting such services out; or
- (d) result in the creation of jobs that are in addition to those that would be funded in the absence of assistance under the Act.

3.15.7 **Lobbying** (2 CFR §200.450)

No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3.15.8 Debarment, Suspension, and Other Responsibility Matters

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

3.15.9 Drug-Free Workplace (Public Law 100-690)

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

WORKFORCE INNOVATION & OPPORTUNITY ACT

(Authorized Under Public Law 113-228)

GRANT SIGNATURE SHEETFunded Under: WIOA Title I Adult & DW Grant #: 22A295E4 & 22D295E4

Administrative Entity	Contractor Name and Address	
SC Appalachian Council of Governments PO Box 6668 30 Century Circle Greenville, SC 29606 (864) 242-9733	Eckerd Youth Alternatives, Inc. 100 Starcrest Dr Clearwater, FL 33756 (727) 461-1236	
<p>The SC Appalachian Council of Governments, hereinafter called the Awarding Agency, having entered into an Agreement with the Workforce Development Board (WDB) in the State of South Carolina to administer funds received pursuant to the Workforce Innovation & Opportunity Act of 2014, desires to engage the Grantee, identified above, to implement part of this program. The Grant consists of this Signature Sheet-Part I, Program Work Statement and Budget-Part II, and Terms and Conditions-Part III.</p>		
<p>A. Type of Contract – Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/></p> <p>B. Contract Period – This Agreement covers the period from <u>07/01/2022</u> to <u>6/30/2023</u></p> <p>C. Obligations – In consideration of the foregoing, the Awarding Agency agrees to pay the Contractor allowable costs incurred in the performance of the functions herein outlined, in an amount up to but not to exceed <u>\$667,000</u> from Federal funds received. <i>*See the attached Letter of Intent (6/22/2022). For any expenses occurring between July 1, 2022 and September 30, 2022, WorkLink will not reimburse the Service Provider above the limits laid out in No. 3 of the Letter of Intent (6/22/2022). Expenditure limits outlined in the Letter of Intent (6/22/2022) are for Program and Operator expenses combined by fund stream for this grant only. These limits do not apply to supplemental grants awarded to Eckerd, reference: Resiliency Grant (21LR295E1). This Grant Award reflects original budgets approved by WorkLink WDB on 6.1.2022.</i></p> <p>D. Number of participants to be served (where applicable) <u>412 total</u></p> <p>E. Activity Designation – <u>Adult/DW WIOA Program</u></p>		
GRANT AMOUNT BY CATEGORY		
Administration	Program	Total
\$0	\$667,000	\$667,000

Approved for the Administrative Entity**Name** Steven R. Pelissier**Title** Executive Director
Signature _____ Date 11/9/22

Witness _____

Date 11/9/22**Approved for the Contractor****Name** Mr. J. Anthony Van Slyke**Title** Chief Financial Officer

Signature _____ Date _____

Witness _____

Date _____

***Note: No signature or date stamps will be accepted**

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Development Area
GRANT BUDGET SUMMARY

Service Provider Eckerd Workforce Development

Contract # 22A295E4 & 22D295E4

Project/Activity SC Works Adult-DW Services

Funding Source WIOA Adult & DLW Formula Funds

Modification # Original

Board approved 6.1.22

CATEGORIES	ADULT	DLW	Administration	Non-Administration	Total Budget Amount
STAFF COSTS (Salaries & Fringe Benefits)	\$ 259,807	\$ 64,759		\$ 324,565	\$ 324,565
OPERATING COSTS	\$ 19,450	\$ 5,856		\$ 25,306	\$ 25,306
TRAINING COSTS	\$ 154,930	\$ 39,045		\$ 193,975	\$ 193,975
SUPPORTIVE SERVICE COSTS	\$ 58,840	\$ 13,500		\$ 72,340	\$ 72,340
Training Fees/Professional Fees/ Profit	\$ 5,870	\$ 1,467		\$ 7,337	\$ 7,337
Indirect Costs	\$ 34,704	\$ 8,773		\$ 43,476	\$ 43,476
Total Budget Costs	\$ 533,600	\$ 133,400	\$ -	\$ 667,000	\$ 667,000
Percentage of Budget	80%	20%		100%	
Cost Limitations			2% Maximum	At least 98%	100%

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Development Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Eckerd Workforce Development

Contract # 22A295E4 & 22D295E4

Project/ Activity SC Works Adult-DW Services

Funding Source	WIOA Adult & DLW Formula Funds	Modification #	Original
			Board approved 6.1.22

STAFF & INDIRECT COST - BUDGET SUMMARY

[illegible]

Each position must be supported by a job description.

A complete "Per Person" cost analysis must be completed and attached as an Exhibit.

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Development Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Eckerd Workforce Development

Contract # 22A295E4 & 22D295E4

Project/Activity SC Works Adult-DW Services

Fund Source WIOA Adult & DLW Formula Funds

Modification # Original

Board approved 6.1.22

Categories & Line Items	Total Cost	ADULT	DLW	Non-Administration	
OPERATING COSTS					
Facility Rent, Utilities, Maintenance, etc.	\$ -	\$ -	\$ -	\$ -	
Staff Expendable Supplies & Materials	\$ 6,000	\$ 4,800	\$ 1,200	\$ 6,000	x
Software Licenses	\$ 3,736	\$ 2,389	\$ 1,347	\$ 3,736	x
Staff Computers	\$ -	\$ -	\$ -	\$ -	x
Program Outreach Expenses (Brochures, Flyers, etc.)	\$ -			\$ -	x
Copy & Print Expenses	\$ 2,250	\$ 1,800	\$ 450	\$ 2,250	x
Communications (Phone, Fax, Internet, etc.)	\$ 5,640	\$ 4,332	\$ 1,308	\$ 5,640	x
Staff Travel					
Local Mileage cost	\$ 1,812	\$ 1,435	\$ 377	\$ 1,812	x
Non-Local Mileage cost	\$ -			\$ -	
Non-Local Per Diem/Lodging Cost	\$ 2,800	\$ 2,240	\$ 560	\$ 2,800	x
Staff Training	\$ 1,200	\$ 960	\$ 240	\$ 1,200	
Staff Background Checks	\$ 668	\$ 534	\$ 134	\$ 668	
Non-Expendable Equipment Purchases (Computers, software, etc.)					
Non-Expendable Equipment Purchases (Computer Leases)	\$ -	\$ -	\$ -	\$ -	
Wide Area Network (WAN) Equipment and Computer Software	\$ -	\$ -	\$ -	\$ -	
Postage (Stamps, FedEx, etc.)	\$ 1,200	\$ 960	\$ 240	\$ 1,200	x
TOTAL OPERATING COSTS	\$ 25,306	\$ 19,450	\$ 5,856	\$ 25,306	

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Development Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Eckerd Workforce Development

Contract # 22A295E4 & 22D295E4

Project/Activity SC Works Adult-DW Services

Fund Source WIOA Adult & DLW Formula Funds

Modification # Original

Board approved 6.1.22

Categories & Line Items	Total Cost	ADULT	DLW	Non-Administration
TRAINING COSTS				
WI Customer Supplies & Materials Costs	\$ -	\$ -	\$ -	\$ -
WI Customer Book Costs	\$ -	\$ -	\$ -	\$ -
WI Customer Credential Exam Fees (C.N.A., GED, TABE, WorkKeys, etc.)	\$ 13,875	\$ 9,250	\$ 4,625	\$ 13,875
WI Customer Individualized Training Costs				
Tuition Cost (Adult Education Skill Upgrade & GED)	\$ 178,000	\$ 144,000	\$ 34,000	\$ 178,000
Other Individualized Training Cost (TCTC Pre-Employment Workshops)	\$ -	\$ -	\$ -	\$ -
Individual Training Account/Voucher Cost	\$ -			\$ -
Client Verifications	\$ 2,100	\$ 1,680	\$ 420	\$ 2,100
WI Customer On-the-Job Training Costs				
Reimbursable Wages	\$ -	\$ -	\$ -	\$ -
TOTAL TRAINING COSTS	\$ 193,975	\$ 154,930	\$ 39,045	\$ 193,975
SUPPORTIVE SERVICES COSTS				
WI Customer Incentives (Youth Only)	\$ -	\$ -	\$ -	\$ -
WI Customer Transportation Costs	\$ 26,040	\$ 21,840	\$ 4,200	\$ 26,040
WI Customer Childcare Costs	\$ 1,000	\$ 500	\$ 500	\$ 1,000
Training Support Materials (Uniforms, Drug Screens, Background Checks, etc.)	\$ 44,550	\$ 36,000	\$ 8,550	\$ 44,550
WI Customer Emergency Assistance (Rent, Car Repair, etc.)	\$ 750	\$ 500	\$ 250	\$ 750
TOTAL SUPPORTIVE SERVICES COSTS	\$ 72,340	\$ 58,840	\$ 13,500	\$ 72,340
TRAINING/PROFESSIONAL FEES/PROFIT				
Profit (Professional Fee - 5%) Can be tied to Performance	\$ -	\$ -	\$ -	\$ -
General Liability Insurance	\$ 7,337	\$ 5,870	\$ 1,467	\$ 7,337
TOTAL FEES / PROFIT COSTS	\$ 7,337	\$ 5,870	\$ 1,467	\$ 7,337

* A Complete cost and price analysis of Actual/Projected cost must be attached to the budget as an Exhibit

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Development Area
PARTICIPANT FLOW BASIS & PROJECTIONS

Service Provider	Eckerd Workforce Development
Contract #	22A295E4 & 22D295E4
Project Activity	SC Works Adult-DW Services
Fund Source	WIOA Adult & DLW Formula Funds
	PY22
	Board approved 6.1.22

PY21 Actuals Basis

	Adult + Restoration + Resiliency	Dislocated Worker + RR	Total	Notes
PY21 Actual Budget Expenditure	\$ 603,960.00	\$ 135,907.00	\$ 739,867.00	Based on actuals and projections through June 30, 2022
PY21 Non-WIOA Training Funds	\$ 103,989.00	\$ 18,647.00	\$ 122,636.00	Based on actuals and projections through June 30,2022
PY21 Total Program Expenditure	\$ 707,949.00	\$ 154,554.00	\$ 862,503.00	
PY21 New Enrollments	116	14	130	As of May 13, 2022
PY20 Carryovers to PY21	130	23	153	
PY21 Active Follow-up	127	48	175	
PY21 Total Served	373	85	458	
PY21 Cost per Participant	\$ 1,897.99	\$ 1,818.28	\$ 1,883.19	
PY22 Contract Totals (90% of Contract)	\$ 480,240.00	\$ 120,060.00	\$ 600,300.00	\$533,600.00 \$133,400.00 \$ 667,000.00
PY22 Resliency	\$ 50,000.00	\$ -	\$ 50,000.00	
PY22 Non-WIOA Training Funds	\$ 112,500.00	\$ 12,500.00	\$ 125,000.00	
PY22 Planned Program Expenditure	\$ 642,740.00	\$ 132,560.00	\$ 775,300.00	
PY22 Contract Totals divided by PY21 Cost Per Participant equals PY22 Service Levels	339	73	412	
	Clients Served			
Period	Adult	DW	Total	
PY22 Active Follow-up as of 7/1/2022	101	18	119	
PY22 Carryovers from PY21 as of 7/1/2022	150	18	168	
PY22 New Enrollment Plan by Month	101	24	125	
July-22	10	3		
August-22	10	3		
September-22	10	3		
October-22	9	2		
November-22	6	1		
December-22	6	1		
January-23	9	2		
February-23	9	2		
March-23	9	2		
April-23	9	2		
May-23	8	2		
June-23	6	1		
Formula Funds PY22 Total Served	352	60	412	
		# of CC's	4	
		Average per CC	103	

Part II
Statement of Work

Eckerd Workforce Services
Workforce Development Services

As authorized under Subtitle I-B of the Workforce Innovation and Opportunity Act of 2014

Adult & Dislocated Worker Services
#22A295E4 & #22D295E4

Eckerd Workforce Services, hereinafter referred to as the Grantee, having entered into this Grant agreement with the SC Appalachian Council of Governments, hereinafter referred to as the Administrative Entity (AE) on behalf the WorkLink Workforce Development Board, shall provide services and perform functions and program activities outlined herein, pursuant to provisions and regulations of the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-128, July 22, 2014).

WORKLINK STAFF CONTACTS

The primary point of contact for this grant is:

Jennifer Kelly, Assistant Director

WorkLink WDB

jkelly@worklinkweb.com

864-646-5898 (TTY 711)

Secondary Contact, Trent Acker, Executive Director

Exceptions:

- For all WIOA eligibility and SCWOS specific questions (as it relates to entering information or changing information in the SCWOS database) with the exception of AIFT (contact Jennifer Kelly), EO and ADA specific questions and/or complaints, the contact will be Windy Graham, Performance and Reporting Specialist.

Budget Considerations:

1. Salary increases for any position affecting the budget associated with this grant must be approved by the WorkLink Board prior to implementation and billing against the grant.
2. No expense billed above 110% of the line item will be paid. No expense above 100% of the grant amount will be paid.

Program considerations:

3. As discussed in Budget negotiations in PY2019, staff should make every effort to be present at community events (such as SHRM).

1.0.0 HISTORY AND PREFACE

1.0.1 The Workforce Innovation and Opportunity Act (WIOA), effective July 1, 2015, is the official federal employment and training program across the United States, and more specifically, the WorkLink Workforce Development Board (WDB). WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market, and to match employers with the skilled workers they need to compete in the global economy. It is the responsibility of the WorkLink Grantee to become familiar with the requirements of the Act and the regulations for purposes of providing the activities and services described, in part, in this Grant.

1.0.2 *WIOA Guiding Principles*

The Workforce Innovation and Opportunity Act (WIOA) is based on several guiding principles to be adopted by state and local workforce development systems:

- (1) Increase access to education, training, and employment—particularly for people with barriers to employment.
- (2) Create comprehensive, high-quality workforce development system by aligning workforce investment, education, and economic development.
- (3) Improve the quality and labor market relevance of workforce investment, education, and economic development efforts.
- (4) Promote improvement in the structure of and delivery of services.
- (5) Increase the prosperity of workers and employers.
- (6) Improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the nation.

1.0.3 The Workforce Innovation and Opportunity Act of 2014 (WIOA), which supersedes the Workforce Investment Act of 1998 (WIA), presents an extraordinary opportunity to improve job and career options for our nation’s workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. It supports the development of strong, vibrant regional economies where businesses thrive and people want to live and work.

This revitalized workforce system will be characterized by three critical hallmarks of excellence:

- a. **The Needs of Businesses and Workers Drive Workforce Solutions:** Businesses inform and guide the workforce system and access skilled talent as they shape regional workforce investments and build a pipeline of skilled workers. This engagement includes leadership in the workforce system and active participation in the development and provision of education and training, work-based learning, career pathways, and industry sector partnerships. Jobseekers and workers, including those individuals with barriers to employment, such as individuals with disabilities, as defined by WIOA, have the information and guidance to make informed decisions about training and careers, as well as access to the education, training and support services they need to compete in current and future labor markets.
- b. **One-Stop Centers** (American Job Centers or AJCs, in South Carolina “SC Works Centers”) **Provide Excellent Customer Service to Jobseekers, Workers and Employers and Focus on**

Continuous Improvement: One-Stop Centers and partners provide jobseekers, including individuals with barriers to employment, such as individuals with disabilities, with the skills and credentials necessary to secure and advance in employment with family-sustaining wages. Additionally, AJCs enable employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce. Further, rigorous evaluations support continuous improvement of AJCs by identifying which strategies work better for different populations; states, local areas, and training providers remain accountable for performance; high-quality, integrated data informs policy maker, employer and jobseeker decision making; and training providers are accountable for performance using the data and evidence.

- c. **The Workforce System Supports Strong Regional Economies:** Meeting workforce needs is critical to economic growth. State and local workforce development boards—in partnership with workforce, economic development, education, and social service organizations at the state, regional and local levels—align education and training investments to regional civic and economic growth strategies, ensuring that all jobseekers and businesses can access pathways to prosperity.

1.0.4 *Sector Partnerships*

WIOA highlights sector partnerships as a key strategy for meeting the needs of employers, workers, and jobseekers. A sector partnership organizes multiple employers and key stakeholders in an industry cluster into a working group that focuses on the shared goals and human resources needs of the industry cluster.

Under WIOA, state plans must describe how employers will be engaged—including through sector partnerships. Local workforce boards must use adult and dislocated worker funds to “develop, convene, or implement” sector partnerships.

1.0.5 *Career Pathways*

Under WIOA, the WorkLink WDB in coordination with service providers and partners will continue to lead efforts in the area to develop and implement career pathways by aligning the employment, training, education and supportive services that are needed by adults and dislocated workers to gain employment. Initiatives will be developed to identify employment needs of employers within identified sectors and occupations. Efforts will include enhancing communication, coordination, and collaboration among employers, educational partners, economic development entities, and service providers to develop and implement strategies for meeting the employment and skill needs of workers and employers.

WIOA Sec. 3 (7) describes Career Pathway – The term “career pathway” means a combination of rigorous and high-quality education, training, and other services that:

- a. Aligns with skill needs of industries in the economy of the state or regional economy involved;
- b. Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, Chapter 663; 29 U.S.C. 60 ET SEQ.) (Referred to individually in this act as an “apprenticeship”, except in Section 171);
- c. Includes counseling to support an individual in achieving the individual’s education and career goals;

- d. Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- e. Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- f. Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
- g. Helps an individual enter or advance within a specific occupation or occupational cluster.

1.0.6 WIOA has three funding streams serving the following three distinct participant populations:

- Adults
- Dislocated Workers
- Youth

1.0.7 While there are some similarities among funding streams, it is important to understand the differences. The WIOA law and regulations clearly define and set specific parameters for the three participant populations, which have different eligibility criteria, services and performance measures.

1.0.8 The grantee should be aware of WIOA laws, rules, and regulation. The grantee can review guiding employment and training system guidance and changes at www.doleta.gov/wioa. In order to stay relevant with changes of employers and jobseekers the grantee must be willing to creatively and quickly invent and implement new practices and processes, then evaluate and modify them as needed to best serve customers and to comply with new regulations and/or changes to available funds.

2.0.0 OVERVIEW OF LOCAL WORKFORCE SYSTEM

2.0.1 The one stop delivery system brings together a series of partner programs and entities responsible for workforce development, educational, and other human resource programs to collaborate in the creation of a seamless customer-focused service delivery network that enhances access to the programs' services. Partners, programs, and providers will collocate, coordinate, and integrate activities so that individuals seeking assistance will have access to information and services that lead to positive employment outcomes for individuals seeking services.

2.0.2 Across the system, continuous improvement is supported through evaluation, accountability, identification of best practices, and data-driven decision-making.

2.0.3 The system is broader than the SC Works Centers in a given area. The system brings together partners and programs to provide universal access to career and training services in a seamless fashion. The goal is to increase system access for all customers. Not all system programs will be universal; that is, all programs will not be able to serve all people. However, all people can be served somewhere in the system. The system is about defining "common turf" across programs and integrating career and training services provided by partners into the SC Works Centers. No individual program is required to cede its "unique"

turf or to violate its governing statute. The law defines the responsibilities for being a partner. They are as follows:

- (a) Provide access to its programs or activities through the one-stop delivery system, in addition to any other appropriate locations; (WIOA sec. 121(b)(1)(A)(i).)
- (b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with Federal cost principles in 2 CFR parts 200 and 2900 (requiring, among other things, that costs are allowable, reasonable, necessary, and allocable), to:
 - (1) Provide applicable career services; and
 - (2) Work collaboratively with the State and Local Boards to establish and maintain the one-stop delivery system. This includes jointly funding the one-stop infrastructure through partner contributions that are based upon:
 - (i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to the relative benefits;
 - (ii) Federal cost principles; and
 - (iii) Any local administrative cost requirements in the Federal law authorizing the partner's program. (This is further described in § 678.700). (WIOA sec. 121(b)(1)(A)(ii).)
- (c) Enter into an MOU with the Local Board relating to the operation of the one-stop system that meets the requirements of § 678.500(d);
- (d) Participate in the operation of the one-stop system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements; (WIOA sec. 121(b)(1)(A)(iv)); and
- (e) Provide representation on the State and Local Workforce Development Boards as required and participate in Board committees as needed. (WIOA secs. 101(b)(iii) and 107(b)(2)(C) and (D))

2.0.4 The WorkLink Workforce Development Board has a five-year strategic plan for the system to deliver workforce development services to job seekers and employers.

2.0.5 The WorkLink Workforce Development Board has one established Comprehensive SC Works Center, three (3) satellite offices, and various access points across the region.

2.1.0 **Vision Statement:**

2.1.1 To have a fully employed, skilled workforce.

2.1.2 WorkLink's SC Works Centers will help all area job seekers and employers. The Grantee will use technology to provide information and basic job seeking/career planning assistance to the public in a cost-effective manner. Participants will be encouraged to help themselves, but staff will be available to answer questions. SC Works Centers will provide Orientations to the SC Works System and short soft skills workshops to the general public.

- 2.1.3 Adults (those 18 and older) and Dislocated Workers who cannot find a suitable job may wish to participate in career counseling sessions in a one-on-one atmosphere. Enhanced, individualized career services offered by SC Works Center partners will be available to those that qualify. These career counseling services will assist those that have barriers to getting and keeping a job. Workshops, job clubs, short-term skills upgrading, GED preparation, and work experience assignments may be part of the individualized career services offered through the Centers.
- 2.1.4 Those who still cannot find a job, or who are not yet economically self-sufficient and meet eligibility criteria, may receive Training Services if the participant needs remedial and/or occupational skills in order to obtain employment. Under WIOA, priority of service is permanently in effect. Therefore, the following individuals will be served: those that are basic skills deficient, low-income, or public assistance recipients, as well as other locally and State defined priority populations. Eligibility Determination is completed prior to participants receiving any staff-assisted services. The Workforce Development Board has defined self-sufficiency as "household income 150% above the Lower Living Standard Income Level." Individuals who have been assessed in need of training and meet the eligibility/priority of service guidelines will be issued an Individual Training Account (ITA). All efforts for training and placement of participants should be made to with the self-sufficiency guidelines in mind. Participants make informed decisions after reviewing local Labor Market Information (LMI) and the Eligible Training Provider List (ETPL).
- 2.1.5 The purpose of the adult programs is to prepare people for the workplace. Programs will be evaluated based on performance measures negotiated with the State and with DOL. Adults and Dislocated Workers performance measures are entered employment, employment retention, median earnings, in-program skills gains, and credential attainment. Youth performance will include placement in employment or education, median earnings, attainment of a degree or certificate, and in-program skills gains. Customer Satisfaction Surveys will be issued as part of the SC Works Certification Standards set forth by the State. Individuals and employers will be surveyed, and programs will be evaluated based on participant satisfaction measures.
- 2.1.6 Another key element of WorkLink's operational plan is a strategy for serving employers. WIOA and Wagner-Peyser staff share an integrated job matching system called the SC Works Online System (SCWOS). SC Works partners will utilize job listings and will encourage their customers to register for work in SCWOS. The workforce system will develop outreach materials to encourage employers to list jobs through the SC Works Centers (<https://jobs.scworks.org>). Efforts to contact and market workforce development programs to employers will be coordinated with WorkLink Staff. Employer performance measures are forthcoming from DOL.

2.2.0 **Adults and Dislocated Workers**

- 2.2.1 WIOA provides the following three-tiered participant service levels to Adults and Dislocated Workers:

1. **Career Services** include referrals to partner programs, initial assessments, and labor exchange services. In addition, services such as career counseling and the development of an individual

employment plan, must be made available if appropriate for an individual to obtain or retain employment. These services are categorized as “Individualized Career Services.” Appropriate follow-up services must be made available to a participant placed in unsubsidized employment for a minimum of 12 months following the participant's first date of employment. Follow-up services can be useful for participants in order to maintain employment. One-stop staff can provide workplace information and tips for success in a workplace environment. Additionally, follow-up services provide a continuing link between the participant and workforce system; these services allow the one-stop to assist with other services the participant may need once he or she obtains employment. Examples may include assistance with employer benefits, health insurance, and financial literacy and budgeting assistance.

2. **Training services** are provided to equip individuals to enter the workforce and retain employment. Training services may include, for example, occupational skills training, OJT, registered apprenticeship which incorporates both OJT and classroom training, incumbent worker training, pre-apprenticeship training, workplace training with related instruction, training programs operated by the private sector, skill upgrading and retraining, entrepreneurial training, and transitional jobs. Training services are available for individuals who, after interview, evaluation or assessment, and case management are determined to be unlikely or unable to obtain or retain employment that leads to self-sufficiency or higher wages from previous employment through career services alone. The participant must be determined to be in need of training services and to possess the skills and qualifications to successfully participate in the selected program. Some participants may need additional services to assist their vocational training, such as job readiness training, literacy activities including English language training, and customized training. Training Services pays job-training costs associated with WIOA-approved training programs. WIOA funds should be coordinated with other resources, such as Trade Adjustment Assistance (TAA), federal Pell Grants and partner funds. All WIOA and TAA participants approved to enter training must meet the Six Criteria of Training as outlined in the Trade Adjustment Act.

2.3.0 **Youth**

- 2.3.1 WIOA provides year-round employment and training services for youth ages 14-24. Youth establish educational and career goals and work toward them via WIOA-funded activities.

2.4.0 **TAA**

- 2.4.1 Trade Adjustment Assistance (TAA) and Reemployment Trade Adjustment Assistance (RTAA) help trade-affected workers who have lost their jobs as a result of increased imports or shifts in production out of the United States. Certified individuals may be eligible to receive one or more program benefits and services depending on what is needed to return them to employment. The Employment and Training Administration (ETA) published a Final Rule implementing the Trade Adjustment Assistance Reauthorization Act of 2015 on August 21, 2020, (85 FR 51896). The TAA Final Rule is codified at 20 CFR Part 618 and became effective on September 21, 2020. Section 618.325 mandates co-enrollment between the TAA Program and WIOA DW program and strongly encourages co-enrollment in other

programs to ensure coordinated services for trade-affected workers. WIOA will co-enroll referred TAA participants.

2.5.0 Co-Located Partners

2.5.1 Other Services are available in the Workforce Centers, such as Wagner-Peyser and Veteran Representatives. To the extent possible, services should be integrated into one intake system/process.

3.0.0 ACTIVITY DEFINITIONS

3.0.1 SC Works Operator

3.0.2 It is the responsibility of each local Workforce Development Board (WDB) to designate the Operator and certify SC Works Centers in their local workforce development area. It is also the responsibility of the WDB to oversee and evaluate them.

3.0.3 The Agreement between the Local Board and the OneStop Operator shall specify the Operator's role. That role may range between simply coordinating service providers within the center, to being the primary provider of services within the center, to coordinating activities throughout the OneStop system.

- Implement the system described in the MOU
- Achieve and are accountable for system outcomes, includes any performance of partners co-located in the Center
- Convene SC Works partners to continuously improve seamless service delivery
- Coordinate seamless service delivery between system sites, the full-service center and partners' programs
- Develop and maintain system technological links
- Seek to expand system partnerships and resources
- Oversee center operations and provision of services
- Implement the provision of career services and training services, including acting as point of access for Individual Training Accounts
- Coordinate customer access to SC Works partner programs and activities
- Ensure customer access to Wagner-Peyser services, including job search, placement, recruitment and other labor exchange services
- Additional responsibilities as required by the Board

3.1.0 WIOA Career Services

3.1.1 The grantee shall closely and continuously coordinate with the local Workforce Center(s) to ensure that the WIOA Adult or Dislocated Workers have access to the following:

Career Services are described as:

- Eligibility Determination for funding and services
- Outreach, intake and orientation to the information and other services available through the SC Works Career Centers;
- Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;
- Job search and placement assistance and, in appropriate cases, career counseling, including information on in-demand industry sectors and occupations and nontraditional employment; appropriate recruitment and other business services on behalf of employers;
- Referrals to and coordination of activities with partner programs and services;
- Workforce and labor market employment statistics information, which includes job vacancy listings, job skills necessary for job openings; and information on local occupations in demand and the earnings, skill requirements and opportunities for advancement within those career pathways; and
- Performance information and program cost information on eligible providers of training;
- Information in formats that are usable by and understandable to customers regarding how the local area is performing on the local performance accountability measures;
- Information in formats that are usable by and understandable to customers relating to the availability of supportive services or assistance provided by partners;
- Referrals to supportive services or other needed assistance;
- Information and assistance regarding filing claims for unemployment assistance;
- Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs.

Other career services needed in order for an individual to obtain or retain employment consist of:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include diagnostic testing and use of other assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
- Implementation and use of www.centralinacareerheadlight.com for all customers of the centers to help with career guidance, education, labor market information, and training guidance.
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives;
- Group counseling;
- Individual counseling;
- Career planning;
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized training;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities;
- Financial literacy;
- Out-of-area job search assistance and relocation assistance;

- English language acquisition and integrated education and training programs; and
- Follow-up services, including counseling regarding the workplace for customers in WIOA activities authorized under this subtitle that are placed in unsubsidized employment for not less than 12 months after the first day of the employment as appropriate.

3.2.0 Training Services

3.2.1 An individual may receive training services after an interview, evaluation, or assessment, and career planning if the one-stop operator or partner determines the individual is unlikely or unable, by only receiving career services, to retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment. Additionally, the one-stop operator or partner must also determine that the training the individual receives would result in employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment. The one-stop operator or partner must also determine that the individual has the skills and qualifications to successfully participate in and complete the training. Upon a determination that career services are unlikely to obtain these employment outcomes, the individual may be enrolled in training services. The individual should have the skills and qualifications needed to successfully participate in and complete the training services.

3.2.2 When the Case Manager recommends the participant for Training Services, the Grantee shall:

- follow the South Carolina Policy and Procedures for Implementation and Operation of a Workforce Development Voucher System or Individual Training Account (ITA) to ensure that the participant gets any recommended allowable occupational skills training including training for non-traditional employment; or
- enter the participant in a program that combines workplace training with related instruction; or
- enter the participant in skills upgrading or retraining; or
- enter the participant in an appropriate entrepreneurial training activity; or
- enter the participant in an appropriate job readiness training activity in combination with other training; or
- enter the participant in an appropriate adult education and/or literacy activity provided in combination with other training services; or
- enter the participant in customized training conducted with a commitment by an employer or group of employers to employ the individual upon successful completion of the training.

3.3.0 Youth Services

3.3.1 The purpose of the Youth Services program is:

- To provide, to eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers;
- To ensure on-going mentoring opportunities for eligible youth with adults committed to providing such opportunities;
- To provide opportunities for training and work experience to eligible youth;

- To provide continued supportive services for eligible youth;
- To provide incentives for recognition and achievement to eligible youth; and
- To provide opportunities for eligible youth in activities related to leadership development, decision making, citizenship, and community service.

3.3.2 Youth Services programs shall provide elements consisting of:

- Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies;
- Alternative secondary school services, as appropriate;
- Summer employment opportunities that are directly linked to academic and occupational learning;
- As appropriate, paid and unpaid work experience, including internships and job shadowing;
- Occupational skill training, as appropriate;
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and positive social behaviors during non-school hours, as appropriate;
- Supportive services;
- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
- Follow-up services for not less than 12 months after the completion of participation, as appropriate;
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
- Financial Literacy;
- Entrepreneurial skills training;
- Services that provide labor market and employment information in the local area;
- Activities that help youth transition to postsecondary education and training; and
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

3.4.0 **Eligibility Criterion: Definitions and Documentation Requirements**

3.4.1 WIOA distinguishes between two types of eligibility:

- General program eligibility, e.g., United States (U.S.) citizenship (or right to work in the U.S.), age, and selective service registration; and
- Specific program eligibility, e.g., income level, meeting dislocated worker criteria, or a youth barrier.

3.4.2 Registration – the process for collecting information to support a determination of eligibility. This information may be collected through methods that include electronic data transfer, personal interview, or an individual’s application.

3.4.3 Participant – an individual who has registered and has been determined to be eligible to participate in and who is receiving services (except for follow-up services) under a program authorized by WIOA Title I.

Participation commences on the first day, following determination of eligibility, on which the individual begins receiving individualized and training services.

- 3.4.4 Family is defined as two or more persons related by blood, marriage, or decree of court that are living in a single residence, and are included in one or more of the following categories: (1) husband and wife; (2) husband wife and dependent child or; (3) parent or legal guardian and dependent children. The Grantee should reference TEGL 26-13 for guidance on interpretation of the terms “husband” and “wife” to include same sex spouses.

Family income will be annualized by calculating income from the most recent six months and multiplying by two. The WIOA family income should be shown on the Financial Worksheet and the original copy should be in the participant’s hard file. No cross outs or white out should be used on the document.

- 3.4.5 Low-Income individual is defined as an individual who:

- (i) receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;
- (ii) is in a family with total family income that does not exceed the higher of—
 - (I) the poverty line; or
 - (II) 70 percent of the lower living standard income level;
- (iii) is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
- (iv) receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
- (v) is a foster child on behalf of whom State or local government payments are made; or
- (vi) is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

- 3.4.6 Deficient in Basic Literacy Skills is defined as an individual:

- (A) who is a youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- (B) who is a youth or adult, that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual’s family, or in society.

- 3.4.7 School dropout is defined as: an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.

- 3.4.8 An Offender is defined as: an adult or juvenile—
 (A) who is or has been subject to any stage of the criminal justice process, and for whom services under this Act may be beneficial; or
 (B) who requires assistance in overcoming artificial barriers to employment.

4.0.0 **SCOPE OF WORK**

4.0.1 **Grant Objectives**

- *Program Management* - Oversee the development of a workforce that meets the employers' needs in the WorkLink region.

4.0.2 Under the terms of this agreement, the following activities shall be conducted:

4.0.3 The grantee shall develop, implement, and maintain WIOA Adult and Dislocated Worker services and/or programs consistent with WIOA regulations, South Carolina's WIOA & Wagner-Peyser State Plan, the WorkLink SC Works system MOU, and State and local policy and procedures such as, but not limited to, the State and WorkLink Guidance Letters. In carrying out the direct service requirements listed below, the Grantee shall:

- ensure WIOA funds are charged to only those individuals determined to be WIOA eligible in accordance with WIOA law and regulations;
- develop and implement all WIOA-funded services consistent with the goals and objectives of the SC Works system and the SC Works branding; and
- coordinate services to avoid duplication of services with SC Works partner agencies.

4.1.0 **Program Coordination with the SC Works Operator**

4.1.1 *Accessibility*

The grantee shall meet all requirements regarding compliance with State and Federal disability laws and procedures for ensuring universally accessible physical and program environments for all customers. It is required that the grantee ensures that the WIOA program adhere to the standards and expectations under the ADA. The sites are monitored annually for compliance. The grantee may be required to attend training in program access for customers with disabilities and access to employment programs and services for those with a disability.

4.1.2 The grantee shall ensure that program services are accessible to all customers by meeting ADA requirements. An EO officer/contact to handle all complaints shall be established in writing.

4.1.3 *Hours of Operation*

Regular hours of operation for Comprehensive and Satellite SC Works Centers have been set by the WorkLink WDB and are as follows:

Clemson SC Works Center - Monday through Friday from 8:30am-5:00pm

Anderson SC Works Center – Monday through Friday from 8:30am-12:00pm, 1:00pm-5:00pm

Easley SC Works Center – Monday through Tuesday from 8:30am-12:00pm, 1:00pm-5:00pm

Seneca SC Works Center – Monday through Friday, 8:30am-1:00pm, 2:00pm-5:00pm

The Operator shall determine when and if additional non-traditional hours are required and submit a request to the WDB staff for approval. Center hours may be adjusted at the Board's discretion.

In the event of a pandemic or other state of emergency affecting the WorkLink area and the delivery of services through the SC Works Centers, the program manager for each service provider should submit a staffing plan to WorkLink staff for approval prior to implementation.

4.1.4 Co-located partner agencies may observe varying State and Federal holidays. The grantee shall follow the Board's hours of operation. The grantee may choose to have staff work on dates that the Center is closed to the public. Working holidays for WIOA-funded (or partner staff) should be noted on the Office Closed/Holiday Schedule.

4.1.5 *Resource Room for Universal Access*

All WorkLink SC Works Centers shall host resource rooms for the use by universal and WIOA-enrolled clients. Therefore, each SC Works Center site must have a self-serve resource area or "resource room" that offers the following services to customers:

- Labor exchange tools
- Computer applications software
- Résumé writing software
- Career exploration software
- Job, career, and skill self-assessment tools
- Career, job, and labor market information
- Career planning information
- Job search information
- Interviewing information
- Information on writing résumés and cover letters
- Information on job retention
- Directories
- Periodicals (may be print or electronic)

4.1.6 The resource room shall house:

- Computers with internet access, appropriate software to create letters, résumés and job applications, email capability, and computer software for customers to engage in self-learning activities.
- Shared printers shall accompany the computers.
- A phone bank area must be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At a minimum, one dedicated telephone line must be available for filing unemployment compensation claims.
- The room shall be equipped with fax machines and copier(s) completely accessible to the public

with written instructions for use.

- 4.1.7 Special equipment shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. The physical layout of the room must meet ADA requirements.
- 4.1.8 The grantee shall collect and distribute current and relevant information and resources about the workforce, employers hiring, soft skills, training opportunities, partner resources, and other relevant job seeker information to participants.
- 4.1.9 The grantee shall assist WIOA participants with the use of the resource room and its materials and services.
- 4.1.10 *SC Works Orientation*
- 4.1.11 The grantee shall provide an orientation that informs individuals of the full array of services available in the Center, including all partner services conducted at the SC Works site and any other pertinent resources to ensure successful return to employment. The orientation shall include an overview of the processes and procedures for participating in the WorkLink WIOA program.
- 4.1.12 The grantee is responsible for ensuring that all program specific requirements are addressed in the orientation.
- 4.1.13 The frequency of delivery of these orientations shall be included in a master calendar and published on a monthly basis for the public. A minimum of one (1) orientation per week must be offered. One-on-one orientations should also be available when necessary.
- 4.1.14 *Workshops and SC Works Center Events*
- 4.1.15 The Operator shall be responsible for scheduling all activities in the Workforce Center, including arranging for partners and employers to conduct Career Service level workshops in the SC Works. Soft Skills workshops are available to the public without registration in SCWOS. Attendance should be taken in the workshops. The grantee shall refer participants as appropriate to these workshops.
- 4.1.16 *SC Works On-the-Go Services*
- 4.1.17 In an effort to reach remote communities with high levels of poverty and to break down the walls of the SC Works System, WorkLink established On-the-Go services available to the community on an as needed basis. The term On-the-Go can be used for any event (not a permanent location) hosted by the SC Works Centers in which job seekers are given information and access to services.
- 4.1.18 The Operator shall determine SC Works On-the-Go site visits, including frequencies and services to be delivered.

4.1.19 The Operator shall oversee all SC Works On-the-Go activities across the community. These activities shall be reported to the WDB staff on the 10th of each month.

4.1.20 Financial and Programmatic Requirements

4.1.21 The grantee shall manage and maintain financial records for the WIOA programs. The grantee shall ensure all financial information and reporting is current and accurate. The grantee shall establish written financial procedures if not already developed.

4.1.22 The grantee shall ensure complete, accurate and timely data entry that is compliant with WIOA reporting requirements.

4.1.23 The grantee shall prepare regular reports and recommendations to WorkLink staff related to WIOA policy development, enhancements, and performance. The grantee shall formulate and implement required action plans for improvement.

4.1.24 The grantee shall procure and track inventory and supplies for the WIOA program.

4.2.0 Outreach

4.2.1 The grantee shall conduct outreach for WIOA programs and services and ensure that the program is viewed as a part of the SC Works System.

4.2.2 The grantee shall use all mandated brochures developed by the WDB, the State and/or the Operator. The grantee will be responsible for developing a outreach plan that shall include development of brochures (in addition to, but not duplicative of WDB or State mandated brochures), Power Point presentations, community based print and radio ads, and if appropriate, website information detailing business offerings and an overall strategy for announcing the services of the WIOA programs. All materials produced and published must be approved and shared with the WDB staff. The grantee will work with the Operator to coordinate marketing and outreach strategies. Appropriate outreach materials for priority or target populations should be considered when developing the outreach plan and materials.

4.2.3 The grantee shall develop and coordinate an outreach plan to include outreach to local chambers of commerce, economic development organizations, local units of government and other relevant business organizations to achieve the goal of reaching and providing quality services to businesses. The WDB maintains a website (www.worklinkweb.com) to allow customer's access to SC Works and Business Services information 24 hours a day.

4.2.4 The grantee shall participate in Workforce Development related activities in the community. The grantee shall represent the SC Works System in the community through local business and industry groups, community and civic organizations, such as SHRM, Rotary clubs, Chambers of Commerce, etc. The Operator shall make presenting to partners and organizations a priority. A synopsis of events attended and/or presented at should be provided to the WDB on the 10th of each month.

- 4.2.5 WIOA consistently emphasizes the need for services targeted to persons with disabilities and individuals with barriers to employment, including individuals who receive public assistance or are otherwise low income and/or basic skills deficient. Outreach, marketing efforts, and services shall include efforts to encourage enrollment into the WIOA program to groups that need employment and training services to become more skilled and employable in the path to financial self-sufficiency.

WIOA Sec. 3 (24) defines an “individual with a barrier to employment” means a member of one or more of the following populations:

- a. Displaced Homemakers
 - b. Low-Income Individuals
 - c. Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in Section 166
 - d. Individuals with disabilities, including youth who are individuals with disabilities
 - e. Older individuals
 - f. Ex-Offenders
 - g. Homeless Individuals (as defined in Section 41403(6) of the Violence against Women Act of 1994 (42 U.S.C. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)).
 - h. Youth who are in or have aged out of the foster care system
 - i. Individuals who are English language learners and individuals who have low levels of literacy, and individuals facing substantial cultural barriers
 - j. Eligible migrant and seasonal farm workers, as defined in Section 167(i)
 - k. Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.)
 - l. Single parents (including single pregnant women)
 - m. Long term unemployed individuals
 - n. Such other groups as the Governor involved determines to have barriers to employment
- 4.2.8 Printed material and other written information about the WIOA programs must be language accessible for WorkLink’s diverse population of jobseekers. Whenever feasible, language barriers should be removed so that all visitors to the Center feel welcome and can benefit from the experience. All outreach materials should be available in English and Spanish.

4.3.0 Other

4.3.1 *Monitoring*

- 4.3.2 The local WDB will issue a schedule of monitoring activities to all Grantees for the regular monitoring performed during the course of the year.
- 4.3.3 The Grantee shall assist WorkLink with workforce development projects and tasks across the community as requested while ensuring enough staff is available to cover the SC Works.

4.3.4 Per the WIOA Terms and Conditions (attachment III of this grant and the local addendum), the Grantee is responsible for monitoring and reporting on all subcontractors annually. The Grantee shall monitor any approved subcontracts annually and submit subcontractor monitoring reports to the WDB by the end of the third quarter of the program year.

4.3.5 *Board Meeting Attendance Requirements*

4.3.6 A member of the Grantee’s Management staff shall be present at all WDB meetings. Other Grantee staff are encouraged to attend on a rotating basis as time and customer flow allows. Grantee staff shall RSVP for all meetings they plan to attend at least 1 business day prior to the planned event.

4.3.7 The Grantee shall be available to attend WorkLink Finance Committee meetings upon request from the WDB Staff.

4.3.8 The Grantee shall be present at all One Stop Operations Committee meetings and prepared to present at each meeting regarding status of grant activities. Handouts must be submitted to WDB staff for review prior to the meeting.

4.3.9 *Communication*

4.3.10 The Grantee shall maintain regular contact with the WDB staff, meeting with WDB staff at a minimum of once per month to review WIOA program elements and grants.

4.3.11 The Grantee shall not contact the State-level WIOA side of SC Dept. of Employment and Workforce unless directed to do so by WorkLink WDB staff or unless the Grantee receives a direct request from the State-level WIOA staff. The WorkLink Board makes local decisions that may be stricter than State guidance.

4.3.12 The Grantee shall disseminate all WIOA Instruction Letters and provide guidance to Grantee staff on implementation. The Grantee may request Technical Assistance from the WDB staff.

5.0.0 WIOA TITLE I-B PROGRAM MANAGEMENT

Objective: Oversee the development of a workforce that meets the employers’ needs in the WorkLink region.

5.0.1 Recruitment and Enrollment

5.0.2 The Grantee shall be responsible for the recruitment and enrollment of adult and dislocated worker participants in accordance with eligibility requirements. In all circumstances, Veteran’s receive priority of service.

Target Populations

- All adults, 18 years and older, are eligible for Career services;
- Dislocated workers; and

- Priority for individualized career services requiring enrollment into WIOA and training services must be given to recipients of public assistance, low-income, or basic skills deficient individuals under the adult program. Other priorities may be developed by the State or the WorkLink WDB.

5.0.3 The Grantee shall provide WIOA services to adults who live or last worked in Anderson, Oconee, and Pickens Counties, and dislocated workers who live or were dislocated from Anderson, Oconee, and Pickens Counties. Eligibility determination and enrollment goals must be completed by June 30, 2023.

5.1.0 Registration

5.1.1 The Grantee shall implement a system of internal oversight to ensure the accuracy of registration. The Grantee shall provide training and technical assistance to WIOA-funded staff to ensure compliance with eligibility requirements. Central office staff, as well as on-site supervisory staff shall conduct monitoring of the eligibility determination/registration/initial assessment services provided. Procedures shall be developed to ensure that local staff is trained to certify for each Workforce Innovation and Opportunity Act funding stream.

5.1.2 The Grantee will be a partner in the SC Works System. As part of the partnership agreement, when not conducting eligibility determinations, the registration staff should conduct outreach in the resource room by assisting the general public in the local SC Works Centers. Services that are designed to inform and educate individuals about the labor market and their employment strengths, weaknesses, and the range of services appropriate to their situations should be considered informational in nature. These services may include, but are not limited to:

- Providing performance information on eligible training providers;
- Information on and referrals to supportive services in the area;
- Information on in-demand occupations, job vacancies, and job skill requirements for job vacancies;
- Use of the resource room and internet browsing;
- Labor exchange referrals;
- Performance information on the Workforce Center;
- Referrals to partners within the Workforce Center;
- Information regarding filing for Unemployment Insurance;
- Assistance in establishing eligibility for the training and educational programs;
- Job matching and placement services;
- Participating in job fairs;
- Conducting employer visits;
- Making presentations to business and community groups; and
- Outreach and job development.

5.2.0 Intake and Eligibility Determination

5.2.1 The Grantee shall provide eligibility determination for the Workforce Innovation and Opportunity Act

Adult and Dislocated Worker fund streams. This process shall be conducted in accordance with the eligibility guidelines set forth in the Workforce Innovation and Opportunity Act, as well as criteria established by the WorkLink Workforce Development Board.

5.2.2 The Grantee shall ensure confidentiality of participant information. In general, WIOA requires that any personal information that can, directly or by reasonable inference, identify a specific individual (e.g., a telephone number, a Social Security account number):

- Is collected, used, and stored in a manner that ensures that it will not be accessible to anyone not authorized to access it;
- Is not collected unless needed for the provision of some service or to determine eligibility for a program;
- Is not used for any purpose other than the program or service for which it was collected, unless the subject of the information (if the subject is an adult), or a parent of the subject (if the subject is a minor or dependent), provides consent for the information to be shared;
- Can be released to the subject of the information upon his or her request;
- Is not accessible to anyone other than those authorized to access it (including agents of oversight and regulatory entities, and in cases in which the information has been subpoenaed, parties to the legal matter);
- Is made accessible to subcontractors and researchers only with the stipulation that they adhere to the same requirements that the direct recipients and higher-tier sub-recipients must follow, unless the information is provided in aggregate form only (thereby preventing the identification of any specific individual); and/or
- Is published only in aggregate form, preventing readers from being able to identify, or reasonably infer the identity of, any individual subject.

5.2.8 A completed eligibility determination application may be considered for enrollment for no more than 90 days. When job seekers do not meet eligibility requirements for any WIOA-funded services, the Grantee is responsible for referring them to alternate sources of funding through partner agencies.

5.2.10 *Determining Adult Eligibility*

5.2.11 A determination will be made to ensure that Adult applicants are:

- 18 years old or older; males over the age of 17, born after 1959, must be registered with the United States Selective Service;
- Is a US citizen or national or lawfully admitted permanent resident alien, lawfully admitted refugee or parolee, or other individual authorized by the Attorney General to work in the United States;
- A resident of one of the following counties: Anderson, Oconee, Pickens; and
- Has met the priorities for service: public assistance, low income or basic skills deficient as laid out in the WorkLink Priority of Service Instruction Letter policy.

5.2.12 *Determining Dislocated Worker Eligibility*

5.2.13 Dislocated Workers are required to meet the basic WIOA eligibility requirements. Once the basic WIOA eligibility requirements are met, an applicant must meet the definition of a Dislocated Worker. **There is no specific age criterion for dislocated workers.**

A dislocated worker is defined as an individual who:

- Has been terminated or laid off, or has received a notice of termination or layoff from employment;
- Is eligible for or has exhausted unemployment insurance;
- Has demonstrated an appropriate attachment to the workforce, but not eligible for unemployment insurance and unlikely to return to a previous industry or occupation;
- Has been terminated or laid off or received notification of termination or layoff from employment a result of a permanent closure or substantial layoff;
- Is employed at a facility, where the employer has made the general announcement that the facility will close within a 180 days;
- 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 or because of a natural disaster; or
- Is a displaced homemaker who is no longer supported by another family member

5.2.14 *Determining Youth Eligibility*

5.2.15 In the event that an individual is determined not eligible for the Adult or Dislocated Worker program and is eligible for Youth Services, the Contractor will refer the applicant to the WIOA Youth Services contractor (if eligible) or other appropriate partner agency.

The customer is allowed to choose enrollment into any WIOA-funded program in which they have been determined eligible. The WorkLink WDB does not currently dual enroll in the Adult and Youth programs. If dual enrollment were to be approved by the Board during the contract year (or applicable extensions) under this proposal, the Contractor will be notified and expected to collaborate with the Youth Service Provider to maximize the use of funds.

5.2.16 Basic Skills Deficiency should be determined at eligibility. Reference WorkLink's PY15-13, Change 3 Adult Priority of Service under WIOA for guidance.

5.2.17 Under Federal Law, Youth can be served as Adults if their age is 18 or greater, and youth can potentially qualify under Dislocated Worker guidelines. When a customer is eligible for an adult program and a youth program, the customer shall have the choice between the programs. The primary of focus of the Adult and Dislocated Worker programs is employment, education, and skills-attainment.

5.2.18 The Grantee shall not enroll eligible youth under the Youth funding streams. The Grantee should refer Youth applicants 24 and younger to the Youth Service Provider as appropriate.

5.2.19 The WorkLink WDB does not currently dual enroll in the Adult and Youth programs. If dual enrollment were to be approved by the Board during the program year, the Grantee will be notified and expected to collaborate with the Youth Services program to maximize the use of funds.

5.3.0 Application and File Requirements

5.3.1 The Grantee shall follow the WIOA Local Instruction Letter for File Management and Record Retention Policy. General guidelines for Case Management files include:

- All eligibility files are the ultimate responsibility of the Grantee.
- The participant's file is maintained in the office where the participant was certified.
- There is only one hard file for each participant per application.
- The file is to be kept for five years after the 12 month follow-up procedures are completed.
- In-region transfers do not require WDB approval. The receiver of the file should update the Office of Responsibility in SCWOS. *Region is defined as Anderson, Oconee, and Pickens Counties for the purpose of this instruction.*

5.3.2 The Grantee will be responsible for the completion, distribution, and maintenance of all required WIOA forms, in accordance with procedures established by the United States Department of Labor, the South Carolina Department of Employment and Workforce, and the WorkLink Workforce Development Board. Any changes to forms must be approved by WorkLink before use.

5.3.3 Adults and Dislocated Workers require completion of the SCWOS Application. The Application and the procedures for completion are provided through the SC Works Online System.

5.3.4 Applicants will not be determined eligible until the Grantee receives all applicable documents. The Grantee will verify that the applicant has received Career Services at the Workforce Center. Through interaction with participants accessing Career Services in the SC Works Centers, the Grantee will identify individuals who may need additional services. Eligibility determination must be provided in each Workforce Center but may also be provided throughout the community. All off site eligibility determinations must be approved in writing by WorkLink staff.

5.3.5 The Grantee will acquire eligibility determination documentation directly from employers, vocational rehabilitation, welfare agencies, etc., as necessary. The Grantee shall refer to and comply with any forthcoming guidance from the United States Department of Labor, the State of South Carolina, and/or WorkLink WDB.

5.3.6 The Grantee is responsible for the documentation of all required elements, both in the database management information system called SC Works Online Services (SCWOS), and in the participant's hard file.

5.3.7 The Grantee shall issue the Rights Handout and ensure that each registrant signs and receives a copy of the form. A signed copy of the-Rights Handout shall be placed in each customer's file.

5.3.8 The Grantee shall retain the original copy of the eligibility application and back-up documentation for data validation.

5.3.9 The Grantee shall keep staff level access usernames and passwords to the SCWOS System confidential from other staff members and the general public. Staff shall not auto complete or auto save passwords in the SCWOS system.

5.4.0 Referral to Individualized (also called Enhanced or Other) Career Services

5.4.1 The decision to recommend or not recommend the applicable WIOA Adult or Dislocated Worker for Individualized Career Services shall be made by the Grantee, and documented in the management information system (SC Works Online System, SCWOS) in the case note section.

5.4.3 The decision to recommend the WIOA Adult or Dislocated Worker for Individualized Career Services shall be based on the conclusion that:

- The applicant met program eligibility requirements.
- The applicant is suitable for services available.
- The applicant will benefit from and successfully complete the program.
- The applicant's career goals and objectives can be achieved.
- Local funding, capacity and resources will support the enrollment.
- Local policies and procedures will support the enrollment.

5.4.4 Customers that are not recommended for Individualized Career Services shall continue to receive other Career Services and partner services in the Workforce Center. Case notes must be entered into SCWOS in order to justify why the participant was not enrolled.

5.4.5 Once the decision has made to enroll, the Grantee enters the participant in the first WIOA Individualized Career or Training Service in the SCWOS system, signaling the date of participation. Participants count in performance once they receive their first staff assisted WIOA service.

6.5.0 Assessment

6.5.1 Case managers shall be required to complete an assessment prior to a participant receiving training services.

6.5.2 Assessment involves gathering information, appraising, analyzing, and using it to assist participants. Assessments of the skill levels and service needs of adults and dislocated workers may include diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.

The goal of an assessment is to identify skills, strengths, and deficiencies, and attitudes relating to vocational training, basic education, and employment. Assessments may be used for career discovery and specific job applications. It forms the basis for career services by measuring academic development,

workplace skills, interests, job seeking and retention skills, financial situation, work readiness, employment and family barriers, and ability to learn to do work tasks.

A thorough assessment of a participant should identify whether or not a participant has:

- Adequate basic education, skills, and work background for their choice of WIOA services or employment opportunities.
- Required occupational tasks and any skills the participants must develop to achieve their employment goals.
- Realistic job seeking skills and the work maturity (attitude) to get and keep a job.
- Sources of additional support needed for success and the agencies that can provide this support.

The grantee shall provide assessment services including assessment of basic skills, abilities, interests, evaluation of work history, evaluation of support service needs and other assessment instruments that might be of value in assisting the customer. All assessment processes and tools must be approved by WDB staff prior to implementation and must be applied in a consistent and equitable manner. The grantee will select appropriate assessment tools to use.

6.5.3 All information collected from the assessment phase shall be entered in the SCWOS system under the plan tab. The case manager shall print it, have the participant sign it, and place a hard copy in the participant hard file. The Grantee is required to complete an objective assessment of each individual enrolled into WIOA.

6.5.4 The Grantee shall select appropriate assessment tools to use and have them approved by WorkLink WDB Staff prior to implementation.

6.6.0 **Career Readiness Certificates** (WorkKeys, WIN, or other WorkLink Board supported Certificate)

6.6.1 All participants shall be referred for the Career Readiness Certificate Assessments. All those that are assessed as ready shall take the Career Readiness Certificate Test(s). All those that are assessed as not ready shall be referred to skills upgrading as part of remediation.

6.6.2 The Grantee shall participate in any Statewide or regional initiatives regarding Career Readiness Certificates.

6.7.0 **Case Management**

6.7.1 Case management is the provision of a client-centered approach in the delivery of services, designed:

- To prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary Workforce Innovation and Opportunity Activities and supportive services, using, where feasible, computer-based technologies; and
- To provide job and career counseling during program participation and after job placement.
(Reference Public Law 113-128, Title I, Subtitle A, Section 134)

6.7.2 Individualized Career Service strategies should include, but are not limited to:

- Regularly scheduled contact must be maintained with all participants. The frequency of the contact is based on an assessment of the participant's needs as they move through the process. At a minimum, monthly contact must be made with each participant. More frequent contact may be needed in certain circumstances.
- Development of and use of the IEP benchmarks to measure progress such as increasing TABE, Career Readiness Certificate, or College entrance exam scores, finding unsubsidized employment, attaining occupational and work readiness skills, attaining a high school diploma or GED, occupational license, certificate, or degree, etc.
- Support and intervention in time of crisis, assistance in the development and implementation of a crisis plan.
- Monthly case notes entered into the SCWOS System in a timely manner. Case note summary are not limited to but should detail contacts per participant, missed appointments and attempts to contact the participant, career and training services provided to the participant, progress, barriers, interventions, and successes of the participant, etc.
- Provision of linkages, referrals, coordination of services and resources that support the achievement of participants individualized goals (IEP).
- Collaboration with other service providers, training providers, businesses, and community agencies.
- Building soft skills and job retention skills in each participant is a WDB priority.
- Follow-up service activities will be provided based upon the needs of the individual. Whenever possible, the case manager shall meet with the participant to determine what follow-up services are needed. (Please see the Follow-Up section of the Statement of Work for further details on documentation requirements.)

- 6.7.3 Case Managers should know the name, face, family, and life situation of each participant. They should have a detailed and working knowledge of other community services, community resources, and cultivate a wide network of contacts. Where progress is slow or in reverse, case managers should be pro-active in identifying the problem and solving it before the participant quits without achieving a recordable positive outcome.
- 6.7.4 Individualized Career Services Case Managers are responsible for providing and/or referring services. A list of SCWOS Activity Codes for Adults and Dislocated Workers and definitions for allowable activities under Career and Training Services is posted in the SCWOS Staff Online Resources Section of SCWOS.
- 6.7.5 Although not a required activity under WIOA for Career Services, the regulations strongly encourage the Case Managers to provide career counseling to each participant as part of the Career Services and Training planning process.
- 6.7.6 WorkLink WDB also encourages the grantee to establish procedures for participants to be issued an Individual Employment Plan. The Individual Employment Plan (IEP) is developed with the participant based on the results of the completed comprehensive assessment. The IEP shall:
- a. Identify all educational and employment goals to be achieved.
 - b. Describe the training activities and appropriate services the Adult or Dislocated Workers will receive to achieve those goals and overcome existing barriers.

- c. Include objectives and planned outcomes, including specifics (who, what, when, where, and how) should be identified.
- d. Detail non-WIOA funded services received during participation in WIOA and marked as a partner funded service (i.e. Pell Grant).

6.7.8 IEPs shall be reviewed quarterly or more often as needed with the participant to evaluate progress and make any necessary adjustments. The IEP is a “living document” and is the foundational plan for WIOA services. This continued evaluation will ensure progress toward the achievement of the participant’s employment goals, training objectives, and advancement of one or more educational levels within the program year.

6.7.9 The IEP is to be entered under the Plan tab of the participant’s record in SCWOS. Each participant is required to have a completed, signed IEP in their hard file. The Case Manager is required to review the IEP with the participant every 90 days. Any changes to the IEP shall be made with the participant. All revisions must be signed and placed in the hard file.

6.7.10 Ad Hoc Reports are supplemental reports accessed through the home page of the SC Works Online Services (SCWOS). Grantee Staff shall have access to these reports. The Grantee Staff shall use these reports to assist with program management and monitoring purposes, and to correct data as necessary in the SC Works Online Services system in a timely manner.

6.7.11 *Caseload Report*

6.7.12 The Grantee shall maintain a caseload report for each case manager that may be made available to WorkLink upon request. The following type of information shall be captured: Last Name, First Name, State ID, Case Manager, SC Works Center, Funding Stream, Highest Level of Education, Barriers to Employment, Training Focus, Status of Training, Anticipated Completion Date, Career Readiness Certificate level, Soft Skills training Completed, Computer literate, Work History cluster, Desired Occupation, Pay requirements, Miles willing to travel, notes, Exit status, and reason for exit.

6.7.13 *Case Notes*

6.7.14 The Grantee shall include information in case notes related to the individual’s WIOA participation. They should include meaningful, additional information related to WIOA/TAA activities/services, educational progress and/or employment. Information written in case notes shall also information on barriers and supportive services provided. The Grantee should avoid comments that are not related to employment and training issues. Every participant contact must be documented in the case notes (phone, email, letter, etc.). See WorkLink’s case note policy attached to this Statement of Work.

6.7.15 A case note shall be entered for each activity. An activity must be performed and entered into SCWOS with a minimum of a start date and end date. Contact with the participant shall be maintained at a minimum of every 28 days.

6.7.16 Case notes are not required for a participant's hard file. If case notes are to be placed in the participant's hard file, the participant is required to sign the case note.

6.7.17 *Soft Skills/Job Retention*

6.7.18 The grantee is to evaluate and train job seekers on how to present themselves in a professional manner before and after they are hired. Therefore, an emphasis on pre-hire soft skills centered on appropriate dress, interviewing skills, job application completion, and resume writing (and others as deemed appropriate) are necessary. Other life skills may also be needed such as financial literacy. The grantee must make every effort to coordinate services or directly provide these activities to customers identified as needing assistance. A 142 soft skills activity code should be entered in addition to other applicable SCWOS activity codes for soft skills per State Instruction Letter 20-02, Soft Skills Instruction and Activity Code.

6.7.19 Post-hire soft skills are the personal attributes needed to succeed in the workplace, such as communication skills, critical thinking, leadership, positive attitude, teamwork, conflict management, and work ethic, among others. Employers want employees who are able to effectively interact with others. The grantee should address these skills in their interactions with WIOA participants.

6.7.20 The grantee may coordinate with the One Stop Operator and On-the-Job Training service provider to provide these skills to participants; however, the grantee should assume responsibility for the participant's attainment of these skills, not relying solely on other providers and/or other partners. Therefore, a systematic approach to teaching and reviewing appropriate soft skills should be developed to last the length of the WIOA participation and throughout follow-up services.

6.7.21 *Participant Activity Codes*

6.7.20 Case Managers are required to enter and maintain appropriate WIOA program activity codes in the SCWOS System in a timely manner. Activity codes, timeline, and definitions are available in the Staff Online Resources section of SCWOS.

6.7.21 *Job Placement*

6.7.22 Case Managers are responsible for providing job leads, specific job development, and job matching to participants seeking employment. Job placement is defined as matching job seekers with employers after assessment.

6.7.23 The grantee should design and implement a Job Retention assistance portion of their case management program. Job Retention begins before employment through workshops and education regarding soft skills (such as, but not limited to, teamwork and conflict management) and employer expectations, and concludes at the end of the follow-up period. A variety of means may be used: one-on-one counseling, seminars offered the SC Works system, mentoring (if available), encouragement of skills attainment through occupational skills training, etc.

6.7.24 Other Career Services Allowable Under WIOA (Reference “Activity Code Definitions” in SCWOS)

- Career Guidance/Planning/Counseling
- Adult Literacy or Basic Skills
- Short-term Pre-vocational Services
- Out-of-area Job Search Assistance
- Support Service-Relocation Assistance
- Internships
- Work Experience
- English as a Second Language
- Needs Related Payments

6.8.0 Training Services

6.8.1 To be eligible to receive training services, an adult or dislocated worker must first go through an interview, evaluation, or assessment AND career planning.

The adult or dislocated worker must:

1. Be determined to need training by the one-stop operator or a one-stop partner, as appropriate, by meeting the following qualifiers:
 - a. 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;
 - b. 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
 - c. have the skills and qualifications to successfully participate in the selected program of training services.
2. Select programs of training services 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 workers are willing to commute or relocate;
3. Be unable to obtain other grant assistance for such services, including Federal Pell Grants; or require assistance beyond the assistance made available under other grant assistance programs, including Federal Pell Grants.
4. Be determined to be eligible in accordance with the priority of service system adopted by the WorkLink region if in effect.

6.8.2 Further, WorkLink adopted the six criteria for approval of training based on Trade Adjustment Act criteria. The Case Manager’s decision to recommend or not recommend the WIOA Adult or Dislocated Worker for training services shall be based on the conclusion that:

- There is no suitable employment for the worker.
- The worker would benefit from appropriate training.
- There is a reasonable expectation of employment following the training.
- The training must be reasonably available to the worker.

- The worker is qualified to obtain and complete the training, including having adequate financial resources available to complete the training when income support is exhausted.
- The training is suitable and available at a reasonable cost.

6.8.3 The decision to recommend or not recommend the applicable WIOA Adult or Dislocated Worker for training services shall be made by the Case Manager following an assessment and career planning. The decision to recommend or not recommend training should be documented in a case note. All approved training must be within the Board's approved industry clusters.

6.8.4 All WIOA participants approved for training must have an Individual Training Account (ITA) entered into the SCWOS AIFT module. An additional ITA Tracking System designated by Eckerd Workforce Services may be utilized. The Grantee must be able to make ITA obligations and expenditure reports available at any time at the request of WorkLink, SC DEW or US DOL. (Refer to the financial section of this Statement of Work for further details.)

6.8.5 The grantee must make every effort to track and update ITA obligations and expenditures in the SCWOS AIFT module. WorkLink staff will ensure that final reconciliation of records is associated with the correct funding stream in SCWOS.

6.9.0 **Referral to On-The-Job Training**

6.9.1 All WIOA participants shall be screened for On-the-Job Training. Appropriate customers should be referred to the On-the-Job Training contract writer.

6.9.2 Case Managers shall closely and continuously coordinate with the OJT Contract Writer to ensure that the referred WIOA Adult or Dislocated Worker has first received, at a minimum, the following Career Services:

- assessment of skills and interests;
- development of individual employment plans (IEP) to identify employment goals, appropriate objectives, and appropriate combination of services for the participant to achieve the employment goals. The participant and the Case Manager in conjunction with the OJT Contract Writer should jointly complete this plan. The IEP is updated with the participant quarterly; and
- Career Readiness Testing is a requirement for all WIOA participants in the WorkLink Workforce Development Area.

6.9.3 When the Case Manager recommends the participant for OJT Training, the Case Manager shall ensure that a participant meets the six criteria for Determining Need of Training, and a referral form to be given to the OJT Contract Writer.

6.9.4 On-the-Job Training (OJT) activities allow an eligible participant who is otherwise "job ready" to learn skills for a specific occupation through demonstration and practice under actual working conditions in the public, private non-profit, or private for-profit sector. This training will occur while the participant is engaged in productive, full-time work as a hired employee. All participants that are hired under an OJT

arrangement must meet the minimum qualifications set forth by the employer, but still requires training beyond the type of training usually provided to new employees.

6.9.5 To receive On-the-Job Training a participant may not have the specific skills required for the occupation of the contract. The Assessment and Individual Employment Plan (IEP) must support the need for training prior to placement on a contract.

6.10.0 **On-the-Job Training**

6.10.1 On-the-Job Training (OJT) is one strategy for individuals to receive training funded through WIOA. The term "on-the-job training" means training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Provides reimbursement to the employer for the costs associated with training the OJT trainee, which are usually calculated at half the pay rate for the agreed-upon training period; and
- 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 individual employment plan of the participant, as appropriate.

6.10.2 OJT is a vehicle for individuals to build their skills and re-establish themselves in new fields. It also provides an incentive to employers to hire individuals and invest in their skill development. It is a very good option for job seekers who:

- Have run out of unemployment or need to earn a wage while learning an occupational skill;
- Are uncomfortable in a classroom setting;
- Prefer to learn by doing and can learn the skills necessary for the occupation more thoroughly on the job; and/or
- Need supervision as they learn specific skills for an occupation.

6.10.3 Employers providing an OJT can receive reimbursement for a portion of the hourly pay rate – typically up to 75%--which is considered payment for extraordinary costs to the employer associated with training a new employee. If Department of Labor and the State of South Carolina approves the use a waiver for small businesses to be reimbursed at a higher percentage, WorkLink will notify the Grantee in writing.

6.10.4 An agreement with the employer specifies the duration of training as well as the skills and competencies to be acquired by the participant. The length of the training period depends on the complexity of the job as well as the participant's skills and prior work experience. OJT provides an incentive to employers to hire individuals and invest in their skill development, and trainees can earn as they learn.

6.10.5 WorkLink staff will be responsible for carrying out OJT requirements, including outreach to employers in the WorkLink region, contract development and writing, placement of participants in OJT slots, and participant/employer monitoring of each contract. (See Department of Labor's OJT Toolkit for more information, <https://ojttoolkit.workforce3one.org/>).

6.10.5 The Grantee will be responsible for coordinating with the OJT Contractor to fill OJT Contract slots. This may include outreach in the WorkLink region, placement of participants in OJT slots, and dissemination of information regarding open OJT slots to case managers. The Grantee is required to refer all eligible, qualified and work ready participants to the OJT Contractor for possible placement in OJT slots.

6.11.0 Classroom Training Services

6.11.1 WIOA only requires an assessment/evaluation and career counseling to be completed prior to a participant being placed in training. The responsibilities of the WIOA Case Manager during Training Services include the following:

1. Career counseling;
2. Review customer prerequisites for training, including career planning and using labor market information;
3. Assist with Individual Training Account application and non-WIOA financial aid;
4. Prepare and timely submit required paperwork;
5. Monitoring to ensure passing grades or to identify and address potential barrier to completion;
6. Screen and coordinate WIOA services with other SC Works Center partners;
7. Coordinate training to placement activities; and
8. Offer supportive and follow-up services.

6.11.2 Priority consideration shall be given to programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the WorkLink area.

6.11.3 Allowable training services that the Case Manager may provide to the WIOA participant can be found in the Staff Online Resource section of SCWOS under Activity Code definitions for Adults and Dislocated Workers. Training services that the Case Manager may provide to the WIOA participant are:

- programs that combine workplace training with related instruction, which may include cooperative education programs
- training programs operated by the private sector
- skill upgrading and retraining
- entrepreneurial training
- transitional jobs
- job readiness training provided in combination with services described above
- adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services described above (with the exception of transitional jobs training and job readiness training)
- customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training

6.12.0 Customer Choice

6.12.1 Customer choice is a guiding principle of WIOA where participants have freedom in making informed decisions about their ITA training/occupational goal. Participants are expected and required to take an

active role in managing their employment future through the use of ITA's. Adults and dislocated workers who request an ITA must complete career exploration activities to ensure that they obtain the information they need to choose training for a demand occupation. Career exploration activities include comprehensive assessment, informational interviews with employers, and research of the labor market, demand occupations and Eligible Training Providers. [PL 113-128, Section 107(d)(11)]

6.12.2 The Case Manager shall provide guidance to the participant on reasonable cost of training. All expenses associated with the training and supportive services should not exceed the training cap. If the training cap is exceeded, a waiver must be approved by the Executive Director. All participants determined in need of classroom training shall have a financial plan in the participant's hard file prior to a training start date.

6.13.0 Industry Clusters

6.13.1 WorkLink has identified five in-demand, high-growth industry clusters for which WorkLink WIOA classroom training funds can be invested on behalf of participants. These industry sectors are: Administrative and Support and Waste Management and Remediation Services; Health Care and Social Assistance; Manufacturing; Professional, Scientific, and Technical Services; Construction; and one occupational exception of CDL Truck Driving. These industries are subject to change; WorkLink WDB will notify the provider in writing of any changes made. (WIOA Instruction Letter for In-demand High Growth Industry Clusters)

6.13.2 The Grantee will implement career pathways into their career and training services.

6.14.0 Eligible Training Provider List

6.14.1 WIOA funds for an ITA can only be paid for training programs that are listed on the South Carolina State Eligible Training Provider list (ETPL). ITA funds are paid directly to the training provider using a WIOA program operator's fiscal system for vouchers or purchase orders.

6.14.2 The Grantee shall establish relationships with each Eligible Training Provider and be able to guide participants to appropriate programs of study, based on likelihood of participant success, cost of training, Training Provider success rates (placement in unsubsidized employment), and customer choice.

6.15.0 Individual Training Accounts

6.15.1 Under the Workforce Innovation and Opportunity Act (WIOA), classroom training for individual adults and dislocated workers must be provided through Individual Training Accounts (ITA's). [PL 113-128 Section 134 (c) (3) (G)]. Note that On-the-Job Training costs are not counted in tracking ITAs.

6.15.2 Obligations and expenditures must be available at any time at the request of WorkLink, SC DEW or US DOL. The Grantee must use SCWOS to track the ITAs, obligations and expenditures as well as an internal method of capturing any data not reported by SCWOS. If the Grantee elects to use a system in conjunction with SCWOS to track the ITAs, obligations, and expenditures, the alternative database system must be

approved by WDB staff and must be able to generate accurate, real-time reports to include ITA balances, obligations, vouchers, and expenditures.

6.15.3 The Grantee shall manage the Individual Training Account (ITA) funds disbursements and balances in accordance to policies and procedures established by the WDB. The Grantee shall report obligations and encumbrances accurately across program years and across program fund streams.

6.15.4 The Grantee will be responsible for all billing and invoicing regarding ITAs.

6.15.5 The Grantee shall establish relationships with vendors to provide background checks, sled checks, physicals, etc.

6.16.0 Training Cap

6.16.1 The State has issued a Training Cap per participant's lifetime to be \$14,000. WorkLink has further defined the Training Cap as not to exceed \$5,000 per program year, not to exceed \$10,000 in a lifetime. (WorkLink WIOA Instruction letter 10-07, Participant Lifetime Training Account (ITA) Cap)

6.16.2 The Grantee shall be required to track all expenditures, obligations, and encumbrances in a timely, accurate fashion. WIOA participants may not exceed the State's training cap regardless of which region in South Carolina they access WIOA funds. All funds must be easily reported to other regions in the State.

6.17.0 Support Services

6.17.1 Supportive services are those necessary to assist participants to be successful in achieving their goals. This may include transportation, childcare, work-related tools, clothing, housing, etc. To the extent possible, programs should address supportive service needs through leveraging existing resources and other partnerships before expending WIOA funds. (20 CFR 680.900) An identified supportive service need must be documented in an assessment and incorporated into the IEP.

6.17.2 The Grantee may pay Needs-Related Payments to eligible participants. Needs related payments are provided to unemployed adults and dislocated workers if the eligible client has been enrolled in an allowable activity.

6.18.3 Eligible Adults and Dislocated Workers must be unemployed; do not qualify for, or ceased qualifying for TANF, Trade Adjustment Assistance, or unemployment compensation; and must be enrolled in a program of training services under WIOA/TAA.

6.18.4 The WorkLink WDB has currently capped supportive services at \$3,000 per participant per year.

6.18.5 The grantee shall continuously review the participant's supportive services needs and make every effort to assist the participant in overcoming those needs as they relate to the achievement of his/her employment goal, the availability of other community based supportive services entities with the ability to help, the

availability of WIOA supportive services funds, and any guidelines established by the WorkLink Workforce Development Board. Case managers must follow WorkLink's policy in determining eligibility for receipt of supportive services.

6.18.6 Supportive services (using WIOA funds) may be provided only when they are necessary to enable the individual to participate in Title I activities. Therefore, supportive services are not stand-alone services.

6.18.7 Supportive services funded by WIOA should only be provided after other resources such as family, friends, DSS and other partner agencies have been exhausted.

6.18.8 With the exception of transportation reimbursement, supportive service should not be paid directly to the participant. Supportive Services should be issued directly to the provider of service. All exceptions to the rule must be documented in case notes with a clear explanation of why the reimbursement went to the participant instead of the provider of service. The following supportive services are allowable for eligible WIOA participants:

- Child/Dependent Care
- Transportation Assistance
- Medical
- Temporary Shelter
- Other, as defined by WorkLink's policy

7.0.0 SERVICES TO CO-ENROLLED WIOA/TRADE PARTICIPANTS

7.0.1 WIOA Case Managers shall assist all co-enrolled WIOA/TAA eligible participants with training recommendations. Training recommendations paid for by TAA must be approved by an authorized TAA Case Manager. A WIOA/TAA eligible participant may not be placed into training until after final approval of the training recommendation by TAA staff.

7.0.2 WIOA Case Managers may recommend training for activities listed under the Activity Codes definitions for TAA funded activities. These definitions can be viewed in the Staff Online Resources section of SCWOS.

7.0.3 All TAA participants referred to WIOA must be co-enrolled if eligible for WIOA services.

8.0.0 RETENTION AND FOLLOW-UP SERVICES FOR WIOA PARTICIPANTS

8.0.1 The grantee will develop a retention program that will enhance performance measures and encourage success in participants. A retention program may include on-site visits with the employer after the participant is placed, workshops that promote keeping a job, etc.

8.0.2 The Grantee shall implement a system that ensures follow-up services are provided to participants in a timely and accurate basis. The Grantee shall implement a process that begins with engaging the participant prior to his/her planned completion date (no longer planning future services the IEP goals have been

achieved), immediately upon exit from the program, and during the post-program follow-up retention period.

8.0.3 The Grantee shall implement a follow-up system that:

- offers a board range of services and activities to those participants who exited the program;
- is systematic and ensures timely intervention with participants
- addresses other crucial program design, such as assessing program effectiveness, enhancing program quality, and developing performance management and data quality.

8.1.0 *Case Closures*

8.1.1 At least ninety (90) days prior to their planned completion date (no longer planning future services), the case manager shall begin a process for maintaining closer and frequent contacts with their participants. The process should include, but not be limited to:

- Assessing their current personal status;
- Potential employment opportunities; and
- Exit placement status.

8.1.2 Regardless of their employment status, the case manager is required to have at least one (1) contact with the participant per month during the ninety-day period. It is highly recommended that these contacts be conducted in person, i.e., face-to face visitations. Contacts will include, but not be limited to, review and evaluation of the progress made toward education, training, and employment goals, and revisions made, as appropriate, to the IEP. Contact methods may include personal visits, phone, e-mails, letter, or other. Frequency should be dependent on need.

8.1.3 All contacts with participants during the 90-day period and post-program follow-up period must be fully documented in the participant's case notes or if additional goals are needed documented in the IEP (Individual Employment Plan) and Case Closure deleted.

8.1.4 The Grantee shall close individual cases in the SCWOS System in a timely manner when no further services are planned or identified on the IEP or expected as outlined in the Training & Education Guidance Letter # 17-05 (TEGL 17-05).

8.1.5 During this period (Case Closure), it is important that the case manager maintain a high level of service to help facilitate the smooth transition into unsubsidized employment.

8.2.0 **Follow-Up Requirements**

8.2.1 In accordance to WIOA performance measures definitions, Adults and Dislocated Workers who are placed in unsubsidized employment must receive follow-up services for a minimum of 12 months after the first date of employment (ideally coinciding with exit from WIOA). Follow-up will be noted in the SCWOS System.

- 8.2.2 Follow-Up Services are provided to individuals who have exited the WIOA Adult or Dislocated Worker programs within a prior 12-month period. Follow-up services may include but are not limited to: individual counseling and career planning, job search assistance, job club, group counseling, outreach/intake/orientation, labor market information, information about additional opportunities, and referral to support services available in the community.
- 8.2.3 The Case Manager shall begin providing follow-up services over the 90-day period after the participant exits WIOA participation. Follow-Up Ad Hoc reports should not be used as the primary tool to capture missing data, but as a check-and-balance system for those participants that may have been overlooked while providing follow-up services to individuals who have exited.
- 8.2.4 Case Managers should attempt multiple times (minimum of five contact attempts) over the 90-day period to provide follow-up services and capture performance measures data. The SCWOS system requires a minimum of five contacts be made before the Case Manager may close out a participant's SCWOS file as an unsuccessful location of a participant. Making five (5) different types of attempts in one day and closing out the record is not considered adequate when providing follow-up services. The case manager should endeavor to reach out in a variety of methods, at various times during the 90-day period, and should only be considered not locatable after 5 follow-up attempts.
- 8.2.5 The emphasis of workplace counseling activities should be directed to assisting the participant in retaining employment, increasing earnings, and completing education requirements. The case manager may assist in arranging a wide array of services designed to improve the employment status of the participant during follow-up. The case manager should also include non-WIOA services in these strategies, arranging for appropriate referrals to partners. For those participants needing assistance with finding employment, grantee staff shall make available pre-employment activities, such as: interviewing skills, career awareness, job club, and resume writing.
- 8.2.6 During the follow-up period, if it becomes necessary to utilize WIOA services beyond those available through the follow-up component, then re-enrollment into WIOA will be required.
- 8.3.0 *Capturing Follow-Up Data*
- 8.3.1 The primary purpose for the WIOA Follow-Up form is in predicting federal performance and to collect data that may be used as supplemental sources for federal reporting. The system will not provide access to this tool until the individual has been officially exited from the WIOA program (WP and TAA), either through the hard or soft exit process.
- 8.3.2 Utilizing the guidelines on managing follow-up for WIOA Adults and Dislocated Workers provided above, the Grantee must develop a systemic approach for maintaining contact and interaction with the participant during follow-up services.

- 8.3.3 The system should include making frequent contacts with participants that are based on timelines that follow the program quarters and are consistent with other key factors, such as: entered employment, employment retention and average earnings
- 8.3.4 Grantee must record all follow-up services provided in SCWOS. Grantee must comply with the rules and procedures as outlined in the SCWOS Staff Users Guide, Adult/DW Activity Code Information and Adult/DW Activity Code Definitions for entering the correct follow-up codes for tracking WIOA follow-up services. These procedures provide information that must be followed to ensure the accurate recording in SCWOS of all follow-up services to WIOA Adult and Dislocated Worker exiters. Grantee must include this information as part of their standard operating procedures.
- 8.3.5 Continued poor performance will lead to sanctions.
- 8.3.6 While the majority of employment in a State's workforce is "covered" and will be in the UI wage records, certain types of employers and employees are excluded by Federal unemployment law standards or are not covered under a State's UI law.
- 8.3.7 "Uncovered" employment typically includes Federal employment, postal service, military, railroad, out-of-state employment, self-employment, some agricultural employment, and some employment where earnings are primarily based on commission.
- 8.3.8 South Carolina will utilize the case management process and follow-up services to obtain the supplemental data. USDOL requires that all data and methods to supplement wage record data must be documented and are subject to audit. See the WorkLink issued Data Validation Instruction Letter for additional details.
- 8.3.9 Effective follow-up services will help improve WIOA program performance. Participant follow-up activities should be designed to maximize the successful achievement of these measures. Previous studies indicate that a high percentage of job loss occurs in the first week of new employment. Thus, as a "best practice" it is recommended that follow-up interviews be scheduled on the first, second and fourth weeks after placement because these are the most critical points in the transition to work.
- 8.3.10 Under WIOA the second and fourth quarter after the exit quarters are pivotal measurement quarters for all of the Adult and Dislocated Worker measures. Further guidance from DOL, the State, and WDB staff will be forthcoming regarding performance measures.

9.0.0 WIOA PARTICIPANT FILE REQUIREMENTS

- 9.0.1 A Case file shall be maintained for each eligibility determination application (assigned a unique identification number). Case files must include information and documentation of the following:
- Program eligibility/determination of need
 - SCWOS change forms
 - Initial and Comprehensive Assessments

- IEP, including all updates
- Approved ITA paperwork
- Progress reports, time and attendance if receiving WIOA funded training
- Computer generated case notes (requiring customer signature)

9.0.2 Electronic files may be kept as long as they are accessible by monitors from WorkLink, the State of South Carolina, and the Department of Labor. Electronic file records must include participant signatures on all documents. If hard files are kept as well, the Grantee shall use an In/Out guide for file tracking purposes. All original signatures and documents should be maintained in the hard file.

9.0.3 The participant's hard file is maintained in the office where the participant case manager is located. There should be only one hard copy of the participant file per applicant identification number. The applicant identification number is a unique number assigned by SCWOS.

Note: The individual's Official Case File is the electronic SCWOS file. An evidence of service must be on the SCWOS System. SCWOS documents that require an applicant signature, for example WIOA Applications, Assessments, and IEPs, must be maintained in the hard copy file.

9.0.4 The Grantee shall keep and make available for inspection by authorized representatives of WorkLink, the Department of Employment and Workforce, and the United States Department of Labor, the Grantee's regular business records and such additional records pertaining to this Grant as may be required by WorkLink, the Department of Employment and Workforce, and the United States Department of Labor.

10.0.1 **DATABASE MANAGEMENT INFORMATION SYSTEM**

10.0.2 The Grantee is to use the South Carolina Works Online System (SCWOS) as the real-time, on-line reporting system for WIOA intake, case management, tracking of services, follow-up and reporting. The Grantee should maintain and be knowledgeable of the following resources:

- a. SCWOS Individual User Guide
- b. SCWOS Staff User Guide
- c. WorkLink Instruction Letters

10.0.3 In order to protect records stored in the SCWOS system, Grantee staff shall not auto save usernames or passwords in the SCWOS system. The SCWOS system is the official reporting system for the State to Department of Labor and contains confidential information. All sensitive information like Social Security Numbers, Account numbers, etc. shall be marked out in all records unless for the sole purpose of employment.

10.0.4 The document scanning capabilities in SCWOS are now available. The Grantee should begin to upload appropriate documents into SCWOS. The following are guidelines on what to scan into SCWOS:

- All documents related to WIOA eligibility
- Any documents related to data validation
- Copies of diplomas, degrees, certificates, etc.

The following are guidelines on what NOT to scan into SCWOS:

- Documents containing social security numbers (unless they are redacted or blacked out)
- Medical and disability related documentation, or criminal records, as this would be a violation of medical or other privacy laws
- Documents that may be found elsewhere in the system such as resumes, printed case notes, etc.
- Documents that are not necessary for case management – personal notes, letters, etc.

10.0.5 The Grantee should maintain and be knowledgeable of all active WorkLink WIOA/SCWOS Instruction Letters.

11.0.0 PERFORMANCE STANDARDS

11.0.1 Adult/DW Program Management Deliverables:

- At a minimum, meets all performance measures (WIOA measures, Business Plan, WDB goals, customer satisfaction, etc.)
- Integrates Board supported Career Readiness Testing into the WIOA program
- Establishes a systematic way of providing and delivering soft skills and job retention skills to WIOA participants
- Utilizes Career Pathway models in guiding participants into training
- Ongoing, executed Staff Development and Training plan for all WIOA staff, participates in SC Works Center training and staff development plans
- At a minimum, meets negotiated contractor goals for WIOA program participation (i.e. expenditure levels, enrollments, training levels, etc.)
- Ongoing participation in workforce development related community events
- Ongoing collaboration and information sharing with the WDB staff
- Up-to-date and executed Outreach plan for the WIOA program
- Maximizes direct participant costs, minimizes salaries and overhead while maintaining quality services
- Expends a minimum of 90% of their budget; every effort should be made to expend 100%
- Other goals that support the Scope of Work

11.0.2 The Number of Participants to be Served by the WIOA Program Grantee

Category	Carryover (active & follow-up)	New Enrollments	Total
Adults	252	101	363
Dislocated Workers	36	24	60
Total	287	125	412

11.0.3 An attempt to fill participant slots will be distributed fairly as follows:

Adult Program:	Anderson County	60.1%
	Oconee County	17.08%
	Pickens County	22.83%
Dislocated Worker Program:	Anderson County	49.26%
	Oconee County	15.74%
	Pickens County	35.0%

11.1.0 Performance Measures

11.1.1 WIOA funding is partially based on achieving Department of Labor's performance measures regarding employment and training. The service provider will be responsible for the follow-up and performance measures data for WIOA and should be prepared to track the data for WIOA performance.

The WIOA performance measures are described below:

- **Employment** - To increase employment, as measured by entry into unsubsidized employment (2nd quarter after exit);
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (4th quarter after exit); and
- **Median Earnings** - To increase earnings received in unsubsidized employment (median of 2nd quarter wages after exit).
- **Credential Rate** – To increase credentials or diplomas obtained during or immediately after program exit.
 - *Definition:* Percentage of participants who obtain a recognized post-secondary credential or diploma during participation or within 1 year after program exit.
- **In-Program Skills Gain** – To increase the skills obtained through education leading to a credential or employment during the program year.
 - *Definition:* Percentage of participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real-time.
- **Employer Services** – To indicate effectiveness in serving employers.
 - Number and definitions are pending.

The Program Management Grantee will be responsible for meeting all performance measures as laid out by DOL.

In the event that the State and/or the WorkLink WDB sets additional goals to indicate the success of the system or centers, the Operator and the Program Management grantee will also be required to meet those goals and/or measures as well. The Operator and Program Management grantee will be responsible for all performance data regardless of provider. If requested (and in the event that there are multiple providers), data can be broken down by service provider.

11.1.2 The Grantee shall be required to achieve performance goals negotiated between the South Carolina Department of Employment and Workforce and Department of Labor and the WorkLink Workforce Development Area.

The below performance measures are for PY2022.

Adults:	Entered Employment 2 nd Qtr after Exit	81.1%
	Entered Employment 4 th Qtr after Exit	81.8%
	Median Earnings 2 nd Qtrs after Exit	\$6,200
	Credential Attainment w/i 4 Qtrs after Exit	73.8%
	Measurable skills gains	55.2%
	Employer Services	TBD
Dislocated Worker:	Entered Employment 2 nd Qtr after Exit	83.3%
	Entered Employment 4 th Qtr after Exit	83.4%
	Median Earnings 2 nd Qtrs after Exit	\$7,935
	Credential Attainment w/i 4 Qtrs after Exit	67.1%
	Measurable skills gains	60.0%
	Employer Services	TBD

11.1.2 In addition to these measures, the WorkLink Workforce Development Board requires that the Grantee maintain a minimum overall “Satisfactory” customer service satisfaction rating from job seekers and employers.

11.1.3 Employment goals are measured using Unemployment Insurance Wage Records systems, and customer satisfaction goals are measured by sampling. The State is currently managing all data collection regarding employment goals and customer service (job seeker and employer) satisfaction. The Contractor will be responsible for capturing all credentials and entering them into SCWOS as well as all In-program skills gains. The Contractor will be required to provide follow-up services to WIOA participants for all four quarters.

12.0.0 REPORTING

12.0.1 Monthly and Quarterly Reports: Routine monthly and quarterly written reports shall be due by the tenth (10th) calendar day of the month following the month being reported on.

12.0.2 The Grantee shall submit the following reports to the Workforce Development Board staff:

Must be available upon request:

- Customer Service Satisfaction Report (includes Resource Room, staff, workshops and SC Works On-the-Go activities);
- Current inventory log;
- Complaint log;

Due by the end of the 10th day of each month:

- d) WIOA Title I-B Report – to include how many entered training and the provider of the training; real time expenditures, including Individual Training Account expenditures and supportive services; obligations for future expenditures; customer satisfaction results from participants, employers, and training sites; job search services; job development attempts and contacts; number of participants who entered employment; number of workshops and number who attended; and any significant activities, successes, or observations
- e) Status of goals and budget flow;
- f) Workshop calendar attendance (calendar should be reported by no later than the 10th day of the preceding month);
- g) Career Readiness Certificate Testing Documentation;
- h) Financial Reports;

Due within 15 calendar days of the end of the Quarter:

- i) Sub-Grantee Monitoring Reports;
- j) Three (3) success stories; and
- k) Quarterly WIOA Title I-B File Review synopsis

12.0.3 The Grantee will conduct a quarterly review with each Case Manager at his/her assigned SC Works Center location. A 10% file review, not to exceed 100 files, is required. A written report is to be submitted to the WorkLink Workforce Development Board with findings and observations for monitoring purposes quarterly. Along with the report, a list of the participant's usernames, State Ids, and App Ids should be submitted. These reports are due no later than October 15, 2022; January 15, 2023; April 15, 2023; and June 30, 2023.

12.0.4 The Grantee shall keep accurate records, for the purposes of regional strategic planning, of all Career Readiness Testing activities including WIOA participant assessments and Career Readiness Testing projects for business. Career Readiness Test records are to include, at a minimum, numbers assessed, accurate expenditure records, and test levels associated with those assessed. These reports should be submitted to the WorkLink Staff no later than the 10th of the following month. If Career Readiness testing is performed off-site by another provider, the Service Provider must be able to track and report on scores either by individual WIOA customer or by aggregate data.

12.1.0 Financial Reports

12.1.1 Financial reports will be prepared and submitted to the WDB Office by the 10th day of the following month. Financial Reports include:

- Monthly request for payment
- Payroll Register
- Supportive Services Check Register
- General Ledger
- YTD Expenditure Reports
- FSR-S
- Contract Obligations by Fund Stream

- ITA Obligations (and encumbrances) by Fund Stream and by Program Year

12.1.2 The financial report will be put in the drop box or emailed to: jkelly@worklinkweb.com.

12.1.3 Reimbursements should not exceed the Spending Plan (by line item) that is a part of this agreement. This is by line item of the budget, not the invoice. If funds in excess of the plan are requested a detailed explanation must accompany the request.

12.1.4 The Grantee must expend 90% of the Grant funds in this grant budget by June 30, 2023. Performance shall be based on ability to expend funds in a timely manner, and on the accuracy of financial records and reporting.

12.1.5 The Grantee may request budget changes from WorkLink in order to meet the needs of the customer. No changes may be made to the budgets, client flow, or client projections without prior approval from the WDB. Grant modification requests will be accepted between October 1 and March 31. Requests for modifications must be made in writing at least 2 weeks prior to the next scheduled OneStop Operations Committee. Requests must be submitted on the forms provided to you by WDB staff.

12.1.6 The Grantee shall follow generally accepted accounting principles, guidance provided by Department of Labor, the State of South Carolina, the WorkLink Workforce Development Board, and the Appalachian Council of Governments, regarding Workforce Innovation and Opportunity Act funds.

12.1.7 Accurate, current and complete disclosure of the financial results of WIOA grant activities must be made in accordance with SCDEW grant reporting requirements. This means that the allowable costs reported to the State and to the local WDB must be traceable to accounting records. In addition, all allowable costs and activities must be reported, and the reports must be submitted in the format specified by SCDEW Finance. For WIOA grants, the LWIOA must report expenditures and obligations on a monthly basis for each open grant. The Project Accountant will maintain an in-house methodology for tracking obligations and expenditures. This information and reports will be made available upon request.

12.1.8 The Grantee shall report monthly using the Individual Training Account (ITA) database, expenditure report, and invoices by no later than the 10th day of the month. Obligations and accruals are not the same thing. The Grantee shall report obligations by fund stream and program year that are supported by ITAs, valid purchase orders, grants, and other written agreements.

12.1.9 The Grantee will track ITA obligations and expenditures using an in-house developed methodology. The ITA tracking should be updated to reflect obligations, de-obligations, encumbrances, and expenditures. This system should reflect real-time data; therefore, it is expected that updates to ITAs and OJT obligations and de-obligations be entered into within 2 business days of the date of the signed ITA or be entered within 2 business days of the date of the signed ITA or OJT contract. OJT de-obligations should be entered within 2 business days of the contract end date or date participant was laid off, quit, or fired.

12.1.10 Financial closeouts will be due to the WorkLink WDB staff by July 25, 2023. The Closeout Package will include the following documents: Grantee's Release Form, Grant Award Adjustment Form, Financial Status Report (FSR), Outstanding Accruals Register, and Property Control Record Form.

12.1.11 Invoices for reimbursements will not be processed if monthly financial reports are delinquent. All invoices and appropriate reports shall be emailed to the WorkLink address no later than the 10th of each month.

12.1.12 Any incentive/bonus wages set-aside in the associated grant budget worksheet(s) shall be distributed to WIOA-funded staff as a one-time salary increase (also known as a bonus or an incentive) for reaching internally set performance goals associated with the grant. All one-time salary increases should be issued prior to the end of the grant period. Any funds not expended for this purpose will be returned to the WDB. The methodology and documentation for determining the performance goals, amount of funds to be awarded, and which staff are eligible to receive the one-time salary increase shall be available for monitors review at any time prior to or after the distribution of the bonus.

12.1.13 This is a reimbursable grant, therefore, funds must be expended by the Grantee before a request is made to the WDB for reimbursement. The closeout package must reflect any payments made after the grant period that applies to expenses incurred during the grant period.

13.0.0 DISALLOWED COSTS

13.0.1 The Grantee shall reimburse any and all costs determined to be disallowed costs in connection with the activities in this grant from non-WIOA fund sources. All suspected incidences of disallowed cost should be reported immediately to the WorkLink WDB staff.

13.0.2 The WorkLink Workforce Development Board understands that WIOA funded staff are employees of the Grantee. However, WIOA uses Federal Funds that are intended for use as specified in the Act and Regulations.

13.0.3 WIOA funded staff may need to participate in activities of the employing agency such as staff meetings. However, participating in activities not specifically mentioned in this grant or in the interest of WIOA, SC Works, or the Workforce Development Board may be considered disallowed costs.

14.0.0 PROCUREMENT/UTILIZATION OF PROPERTY

14.0.1 The Grantee is held accountable for any WIOA property/equipment shown on the property inventory for the SC Works sites and will adhere to the Property Procurement rules as established by the SC Appalachian Council of Governments. All purchases will be made in accordance with procedures outlined in the Property Procurement Handbook.

14.0.2 Property and/or equipment will be inventoried at least yearly and a copy of the inventory sent to the WDB office. WDB staff will include inventory monitoring in their monitoring visit at least yearly. Property control records must contain the following fields per 29 CFR 97.32 Equipment (d) (1), "Property records

must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.”

14.0.3 The Local Workforce Development Areas (LWDAs) receive a small percentage of their total Adult and Dislocated Worker allocations at the beginning of the program year. The remaining amount becomes available on October 1. No large expenditures, other than training related costs, will be approved prior to October 1. No salary increases will be approved until after the WorkLink WDB receives it's Notice of Funds Available (NFA) for the yearly allotment (typically occurs around October 1).

14.0.4 All equipment is intended for the purpose of providing WIOA services. All equipment purchased with WIOA dollars is to only be used for WIOA services unless given written permission by the Program Director for rapid response.

14.0.5 At the end of this grant period, all usable property, including intellectual property, and regardless of value, must be returned or given to the WDB for continuance of WIOA services.

15.0.0 ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES

15.0.1 The parties to this agreement shall cooperate and adhere to all personnel administration and financial policies and procedures as issued WorkLink Workforce Development Board, Appalachian Council of Governments, SC Department of Employment and Workforce, and Department of Labor.

15.0.2 Program Administration will be monitored by WDB staff on an on-going basis for compliance with the Act, Regulations, Statement of Work, financial reporting, Data System reporting, and other administrative instructions.

15.0.3 If deviations in any area are deemed serious, the WDB will be so advised and may elect to begin sanction procedures.

15.0.4 The Grantee will keep a log of all complaints received and the disposition of such complaints. The Grantee will advise the WDB Executive Director immediately if a complaint is filed. This report is due on the 10th day after a quarter ends.

15.0.5 The Grantee promises and attests that the Grantee and any members of its staff and governing body shall avoid any actual or potential conflicts of interest.

15.0.6 The Grantee agrees to comply and to require its officers, employees and agents to comply with all applicable WorkLink, Department of Employment and Workforce, WIOA Division, or United States Department of Labor statutes or regulations regarding confidentiality in the operation of WIOA funded programs.

15.0.7 The Grantee shall not enter into sub-grants for any work contemplated under this Grant and shall not assign this Grant or monies without the prior written consent of the WorkLink Executive Director or designee.

15.1.0 Grantee Central Files

15.1.1 At a minimum, the following documents will be maintained in the Grantee's central files and will be available for on-site monitoring purposes:

- Grant;
- Copy of Act and Applicable Federal Regulations;
- Staff Job Descriptions;
- Staff Time and Attendance to include annual leave hours, sick leave hours, and holiday hours. Time and Attendance must be kept using assigned Project Codes by function in order to trace activities by funding streams (these documents must be available to the monitors but may be kept in another location);
- Financial Procedures (these documents must be available to the monitors but may be kept in another location);
- Property-Procurement Procedures;
- Workforce Development Area Instruction Letters;
- Financial Reports and Back-up Documentation (these documents must be available to the monitors but may be kept in another location);
- Copy of approved “out of area” travel requests (these documents must be available to the monitors but may be kept in another location);
- Monitoring Report and Replies; and
- Log of Complaints.

15.2.0 Staffing

15.2.1 The authorized permanent personnel funded by this agreement are reflected in the budget. Job descriptions will be maintained for each position. Only staff listed in the budget may be paid utilizing funds from this grant. Staff funded with WIOA funds may only perform WIOA duties when they are charging to WIOA on their time sheets. Timesheets shall be made available to WDB staff during monitoring. The WorkLink WDB reserves the right to provide input into hiring and termination of WIOA-funded staff.

15.2.2 The Grantee will submit to WDB staff in writing the following items:

1. The names of New WIOA hires or resignations/terminations for any reason;
2. SCWOS Staff-account activations, changes (within 2 days of hire or change), and deactivations (within 24 hours);
3. A Technical Assistance request for SCWOS Training and WIOA Orientation from WDB; and
4. A request to meet WDB staff.

- 15.2.3 The Grantee shall schedule appropriate training sessions for all new and existing WIOA-funded staff, including scheduling an orientation session with the WDB staff within one week of WIOA employee's start date.
- 15.2.4 The Grantee shall have all part- and full-time staff participate in and support professional development efforts initiated or approved by the WorkLink Workforce Development Board, to include regularly scheduled grantee meetings and appropriate conferences and workshops.
- 15.2.5 Travel outside of the WorkLink region requires written Executive Director approval prior to the expenditure of WIOA funds.
- 15.2.6 For Rapid Response purposes, schedules will remain flexible to accommodate individuals affected by plant closings or personnel vacancies or program design; staff will lend support in other counties within the region.
- 15.2.7 To comply with the nondiscrimination provisions in Section 188 of the Workforce Innovation and Opportunity Act, to serve customers who speak English as a Second Language or individuals who may be hearing impaired, the Grantee will secure through either a Grant agreement or a voluntary arrangement, an interpreter(s) to effectively communicate with and serve this segment of the population. English and Spanish must be available. The Grantee will take every possible measure to serve persons with disabilities.
- 15.2.8 The Grantee shall provide ongoing training to Workforce Innovation and Opportunity Act funded staff on aspects of the American with Disabilities Act and training on meeting their accommodation needs and effectively communicating with individuals with disabilities.
- 15.2.9 The Workforce Innovation and Opportunity Act is an Equal Opportunity Program. Accommodations will be made for individuals with disabilities.
- 15.2.10 With the increased emphasis on customer satisfaction under the Workforce Innovation and Opportunity Act and the SC Works Certification Standards, the Grantee will conduct on-going customer service training with staff and other partner staff. Workforce Center staff will participate in any training provided by the WorkLink WDB.
- 15.2.11 Staff should not be absent from the SC Works without adequate coverage.

15.3.0 **Monitoring**

- 15.3.1 On-site programmatic, Equal Opportunity, and financial monitoring will be completed at least once during the period of this agreement. WDB staff is available upon request to the SC Works site for technical assistance and training. Submit a Technical Assistance form for any requested training. All new staff should be trained on SCWOS before utilizing the system.

15.4.0 **Record Keeping Requirements**

- 15.4.1 Records will be maintained per Section 185 of the Workforce Innovation and Opportunity Act of 2014.
- 15.4.2 The Grantee should follow the procedures set forth in the File Retention and Records Keeping policy for file management and storage.
- 15.4.3 *Time Keeping Requirements for WIOA Grantee Staff and WIOA Participants*
- 15.4.4 The grantee shall document and maintain time and attendance records as follows:
- 15.4.5 *WIOA Grantee Staff*
- 15.4.6 Record of WIOA staff member hours of annual leave, sick leave, and holiday will be maintained. The records must be signed by the staff member and his/her supervisor and maintained in a central file. The Grantee will be responsible for paying out any leave at the termination of this grant.
- 15.4.7 *WIOA/TAA Participants*
- 15.4.8 A time sheet or record of hours spent in Training Services shall be maintained in the participant's hard file.
- 15.5.0 **Payments to WIOA Participants**
- 15.5.1 WIOA participants may be eligible to receive supportive services payments and/or needs-based payments. The grantee shall make these payments directly to WIOA participants when applicable. The grantee shall also make sure that there are checks and balances between the maintenance of time sheets or other source documents and the cutting and disbursement of the checks to participants. Failure to fully document the basis for issuing any of the aforementioned payments to participants may result in disallowed costs. The grantee shall reimburse disallowed costs to the WorkLink Workforce Development Area from non-WIOA fund sources.
- 15.6.0 **Insurance for WIOA Participants**
- 15.6.1 The Grantee shall provide insurance coverage for participants as follows:
- 15.6.2 *Classroom Training and Customized Training*
- 15.6.3 Adequate Accident Insurance Coverage for WIOA participants shall be provided while they are participating in training.
- 15.6.4 WIOA grantees using motor vehicles in conducting services shall provide automobile insurance that clearly specifies that the WorkLink WDB, SC Appalachian Council of Governments and/or staff are held harmless against claims arising from ownership, maintenance, or use of said vehicle.

15.7.0 Recouping of Non-Expendable Training Equipment

15.7.1 The Grantee shall establish an in-house policy and procedure for recouping non-expendable training equipment (items designed to last more than one year) when a WIOA participant concludes early. The policy should be submitted for review by WorkLink.

16.0.0 SANCTIONS

16.0.1 The WorkLink Workforce Development Board may impose sanctions on the grantee when continued non-compliance with this Grant agreement, other policy and procedures of the Board, the Act and/or its regulations exists, or failure to meet DOL, State, and WorkLink performance measures.

16.0.2 After each quarter, WorkLink staff will evaluate, if for three consecutive months the actual vs. planned, fails to meet the 90% of the planned goal, WorkLink may issue sanctions.

17.0.0 PROGRAM OVERSIGHT

17.0.1 The Grantee acknowledges the right and responsibility of the WorkLink Workforce Development Board, the SC Department of Employment and Workforce, and the US Department of Labor and/or their representatives under the provisions of the WIOA to conduct program oversight or monitoring on an announced and/or unannounced basis. The grantee shall further assist in a cooperative manner, the agents, or representatives of the aforementioned entities when conducting on-site monitoring or audits of WIOA funded program activities.

18.0.0 WIOA TERMS AND CONDITIONS

18.0.1 The terms and conditions for this grant are attached. The Grantee will adhere to all areas listed in the WIOA Terms and Conditions. In addition to the State issued terms and conditions, a locally defined set of terms and conditions is forthcoming. Upon approval and receipt from the WDB, the grantee agrees to abide by the locally defined terms and conditions addendum to the State Terms and Conditions.

19.0.0 GRANT MODIFICATION

19.0.1 Any change in this Grant or documents a part hereof, can be changed only by means of an official modification of this Grant.

19.0.2 The amount of this Grant may be increased with the approval of both parties, if the Workforce Development Area has funds available, and it is determined by the Workforce Development Board to be in the best interest of the Workforce Development Area to increase the amount of the Grant. Modifications

shall not be processed without a cost price analysis and updated budget summary, budget detail sheets, and client and budget flow sheets accompanying the request for modification. All modification requests to this grant should be submitted to WorkLink prior to June 15, 2023.

20.0.0 GRANT CLOSEOUT

20.0.1 Grants will be closed-out by July 23rd following the end of the program year. All invoices for payment of expenditures must be submitted prior to or enclosed with the closeout package. Invoices submitted after the grant closeout will not be paid. A copy of the closeout packet may be requested from WDB staff.

21.0.0 COMPLIANCE WITH SECTIONS 188 OF THE ACT AND 29 CFR PART 38

21.0.1 As a condition to this award of financial assistance from the Department of Labor under Title I of WIOA, the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. WIOA Section 188 (29 CFR, Part 38);
- b. Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972, as amended;
- c. Title VII of the Civil Rights Act, as amended;
- d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), as amended;
- e. The Age Discrimination Act of 1975 (42 U.S.C. §6101), as amended;
- f. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101), as amended;
- g. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688), as amended;
- h. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program;
- i. Title II of the Genetic Information Nondiscrimination Act of 2008;
- j. Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations (signed December 12, 2002);
- k. Section 508 of the Rehabilitation Act (29 U.S.C. §794d);
- l. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP);
- m. 29 CFR Part 38 and all other regulations and instruction letters implementing the above.

21.0.2 This program is subject to the provisions of the "Jobs for Veterans Act," (38 U.S.C. §4215), which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

21.0.3 The grantee is required to use e-verify to determine each hire's eligibility to work in the United States. The Grantee will be responsible for any disallowed cost in the event that an employee is found to not be eligible to work in the United States.

21.0.4 *Regulations and Requirements*

Uniform guidance was issued in 2 CFR Part 200 and 2 CFR Part 2900. The Employment and Training Administration issued TEGL 15-14 that gives guidance on this reform

The recipient/sub-recipient/sub-contractor must comply with the following federal regulations and requirements:

- i. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
- ii. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
- iii. 2 CFR 200 Uniform administrative requirements, cost principles, and audit requirements for federal awards
- iv. 48 CFR Part 31 (applies to commercial organizations);
- v. 29 CFR Part 95 which codifies OMB A-122;
- vi. 29 CFR Part 97 which codifies OMB A-87;
- vii. Section 504 of the Rehabilitation Act of 1973, as amended;
- viii. Section 508 of the Rehabilitation Act of 1973, as amended;
- ix. Age Discrimination Act of 1975, as amended;
- x. Title IX of the Education Amendments of 1972, as amended;
- xi. Section 167 of the Job Training Partnership Act, as amended;
- xii. Section 188 of the Workforce Innovation and Opportunity Act of 2014;
- xiii. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
- xiv. Title VI of the Civil Rights Act of 1964, as amended;
- xv. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
- xvi. Equal Pay Act of 1963, as amended;
- xvii. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA);
- xviii. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
- xix. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
- xx. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
- xxi. Executive Order 11478 Equal Employment Opportunity in the Federal Government.
- xxii. ADA Amendments of 2008

21.0.5 The grantee understands that the United States has the right to seek judicial enforcement of this assurance.

21.0.6 The grantee should be familiar with TEGL 9-12, “Human Trafficking: The Role of the Public Workforce system in the Delivery of Services and Referrals to Victims of Trafficking.”

22.0.0 **EFFECTIVE DATE OF GRANT**

22.0.1 The effective dates of this Grant are July 1, 2022 through June 30, 2023.

June 22, 2022

Mr. J. Anthony Van Slyke
Chief of Program Services – Eastern Region
Eckerd Workforce Services
100 N. Starcrest Drive
Clearwater, FL 33765

Re: PY2022 Grant Awards for WIOA Operator and Ad/DW Program Services

Dear Mr. Van Slyke:

The WorkLink Workforce Development Board (WDB) voted to renew our grants for WIOA Operator and Adult/Dislocated Worker program services (authorized under Title 1-B of the Workforce Innovation and Opportunity Act of 2014) with Eckerd Workforce Services on June 1, 2022.

Please allow this letter to serve for the following reasons:

1. To confirm that WorkLink WDB intends to award grant numbers 22A295E4 & 22D295E4 for PY2022 (July 1, 2022 to June 30, 2023) in the total amount of \$667,000.
2. To confirm that WorkLink WDB intends to award grant numbers 22A995E4 & 22D995E4 for PY2022 in the total amount of \$55,417.
3. To confirm authorization for Eckerd Workforce Services to incur generally accepted program costs against the above cited grant extensions not to exceed:
 - **\$100,000 in Adult funds (for Program); and**
 - **\$75,000 in Dislocated Worker funds (for Program).**until the fully executed grant awards are completed.

Eckerd Workforce Services should adhere to the budgeted line items approved by the WorkLink WDB on June 1, 2022. (Approved PY2022 OneStop Operator and Adult/DW Program budgets have been attached to this letter for reference.)

WorkLink WDB receives only a small portion of their WIOA Adult/DW funding for the first quarter of the new year. Therefore, **it is very important that the service provider understands the following:**

- Expenditures occurring during between July 1, 2022 and September 30, 2022 may not be paid with funds received after October 1, 2022.
- The total amounts listed in number three of this letter **MUST** be adhered to.
- WorkLink WDB will not reimburse the service provider for any costs over the funding limits set forth in number three until such time as this letter is modified or a grant award is executed.
- This letter confirms the funding WorkLink WDB has available for reimbursement to the service provider until the full NFA is available in October.

- The service provider should not make any large purchases during the period of July 1, 2022 to September 30, 2022 due to the limited amount of funding available.

Please notify us immediately if projected costs reach 90% or greater of the totals listed above in number three.

4. To confirm that WorkLink Workforce Development Board intends to award the remaining grant amount upon receipt of the final PY2022 Notice of Funds Authorized (NFA) for Adult and Dislocated Worker.
 - If an unforeseen reduction occurs in the NFA due to DOL or DEW recalculation of awards, Eckerd Workforce Services may see a reduction as well.
 - WorkLink WDB anticipates receiving the final PY2022 NFA October 1; however, historically WorkLink WDB has seen delays in the receipt of NFAs.
 - Eckerd Workforce Services should monitor expenditures closely until Grant Awards can be finalized.

Funding amounts outlined above should be considered obligated to Eckerd Workforce Development Services as of the issuance date of this letter, June 22, 2022.

The WorkLink Workforce Development Board appreciates your interest in providing services in the WorkLink Workforce Development Area, and we look forward to working with your organization in the immediate future.

If you have questions or need assistance, please call Trent Acker at 864-646-1458.

Sincerely,



Steven R. Pelissier, Executive Director
SC Appalachian Council of Governments

CC: Trent Acker, WorkLink Executive Director
Melanie McLane, WorkLink WDB Chair

Attachments:

- Board Approved PY2022 Adult/DW Program Services Budget
- Board Approved PY2022 WIOA Operator Budget
- Statement of Work PY2022 WIOA AD/DW Program Services
- Statement of Work PY2022 WIOA Operator
- WIOA Terms and Conditions
- WIOA Terms and Conditions Local Addendum

Acknowledgement of Receipt:



Mr. J. Anthony Van Slyke
Chief Financial Officer
Eckerd Workforce Services

6/28/2022

Date

ATTACHMENT I

A Guide to Writing Effective Case Notes

BRO CRIP is an acronym that you can use to help remind you of everything that you should include when writing a case note. BRO CRIP is discussed below:

1. B = Background. It includes the situation, context, setting, conditions, circumstances, and framework that underlie the session and the case management relationship. It is not necessary to include background information in a case note that already exists elsewhere in the case file, but if anything new occurs that sheds new light on the background of the case, it should be included in the case note. Regardless whether a background statement is included in any given case note, the background should always be considered when writing case notes.
2. R = Reason. It is the purpose, function, rationale, or intended usefulness of the interview. In essence, why are you meeting with the customer? If you don't have reason, then don't meet. If you do have a reason, be sure to include it in the case note.
3. O = Observations. This is the personal situation of the customer at the time of the meeting. It could include both behaviors and actions (for example, the customer was late or smelled of alcohol), but it should never include your opinion (for example, the customer had a bad attitude).
4. C = Content. This is the actual substance of the meeting. It is a summary of the key events. It explains what happened during the meeting. It is not necessary to document everything that everybody said, but in one or two sentences, you should try to summarize the main things that happened during the meeting for the record.
5. R = Results. This is the outcome of the meeting. It is an evaluation of how well the meeting went, in light of its intended purpose. Did you achieve your REASON for meeting? If so, state it. If not, explain what was not achieved.
6. I = Impressions. This is an overall assessment of the progress the customer is making towards his/her goals. It should be based on the achievement objectives in the plan (IEP) and the timelines that have been established during the planning process. It is not just guesswork.
7. P = Plans. This is the next step for you and the customer to take. It includes any assignments you may have given to the customer, as well as documentation of when you will meet again and what you hope to accomplish at the next meeting (REASON).

PART III
TERMS AND CONDITIONS

3.0 LEGAL AUTHORITY

- 3.0.1 The persons signing this Grant Agreement on behalf of the parties warrant and guarantee their full authorization to execute the Grant Agreement and to legally bind the parties to all the terms, performance requirements, and provisions set forth.

3.1 AWARDING ENTITY

- 3.1.1 As the awarding entity, the Department of Employment and Workforce (DEW), has the following oversight responsibilities:
- Providing technical assistance, as requested by the Grantee or deemed necessary by DEW;
 - Conducting programmatic and financial monitoring of the Grant project;
 - Ensuring compliance with WIOA Public Law 113-128 and implementing Federal regulations, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as well as State laws and policies applicable to the Grant Agreement;
 - Disbursing funds to the Grantee to pay for allowable expenses or services provided in accordance with applicable State and Federal laws upon receipt of proper supporting documentation of disbursement amounts previously drawn down; and
 - Evaluating the Grantee against specific deliverables and performance requirements as outlined in Part I – Program Statement of Work.

3.2 FINANCIAL SYSTEM AND REPORTING

- 3.2.1 The Grantee is responsible for developing and implementing procedures and standards for reporting financial, programmatic, and customer information in the required timeframes and using the systems and formats specified by DEW.
- 3.2.2 The Grantee shall maintain fiscal records and supporting documentation for all expenditures of funds under the Grant Agreement. The Grantee must provide adequate, qualified staff to prepare required reports. Proper internal controls are required to ensure separation of duties.
- 3.2.3 Costs incurred by the Grantee prior to the start date specified in the Grant Agreement are incurred at the Grantee's own expense. Prior authorization for pre-award spending must be obtained from DEW and the US Department of Labor before any costs are incurred.
- 3.2.4 Payment by DEW of Indirect Costs incurred requires the Grantee to submit its approved Indirect Cost Rate or Acceptance of Certification of Indirect Costs from its cognizant

agency upon receipt. If DEW is the cognizant agency for the grant recipient, an Indirect Cost Rate proposal must be submitted to DEW no later than 180 days after the June 30 fiscal year end. Failure to do so may result in the disallowance of indirect costs. DEW may either disallow all indirect costs or establish a rate based upon audited historical data or such other data that have been furnished to DEW for indirect costs. (2 CFR Part 200.415(b)(2))

- 3.2.5 The Grantee is required to submit a Financial Status Report (FSR) on a monthly basis. Reports must be submitted no later than the 20th of the following month. Expenditure data is reported cumulatively through the end of each reporting period on an accrual basis.
- 3.2.6 A Request for Drawdown (RFD) must be submitted each time the Grantee wishes to draw down funds, along with proper supporting documentation of disbursements previously drawn down. The Grantee may request funds in advance to cover upcoming cash expenditures and accruals to be paid within a short period of receipt of funds (usually within three (3) business days). The Grantee's cash needs must be projected to ensure that funds are received as close as possible to the time of actual disbursement in accordance with 2 CFR Part 200.305. Cash on hand should be limited to the amount needed for immediate disbursement.
- 3.2.7 The Grantee will submit a complete Grant Closeout Report to DEW no later than sixty (60) calendar days after the grant end date. DEW will supply the closeout forms and instructions prior to grant expiration.

3.3 RECORDKEEPING

- 3.3.1 DEW, and any of its authorized representatives, must have timely and reasonable access to all Grantee records and personnel related to the Grant Agreement for the purpose of inspection, investigation, monitoring, auditing, evaluation, interview, and discussion. Further, DEW and any of its authorized representatives, have the right to copy all records pertaining to the Grant Agreement.
- 3.3.2 The Grantee shall comply with requirements for custody and retention of records as set forth in 2 CFR Part 200, as applicable. Records must be retained for no less than three years after submittal of the Grant Agreement closeout to DEW or the last request for grant records during an audit, whichever is most recent. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken (2 CFR Part 200.333).
- 3.3.3 The Grantee assures it will comply with Federal and State laws and guidelines for the handling and protection of Personally Identifiable Information, including but not limited to 2 CFR Part 200.79 and US Department of Labor Training and Employment Guidance

Letter 39-11, *Guidance on the Handling and Protection of Personally Identifiable Information (PII)*, located at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

- 3.3.4 The Grantee agrees to maintain the confidentiality of any information that identifies or may be used to identify any grant and benefit participants. The Grantee shall not disclose or re-disclose any employer or personally identifying information of the subject of the information unless permitted by law.
- 3.3.5 All releases of information shall be in accordance with State and Federal law, regulations and guidelines, including but not limited to S.C. Code Ann. § 41-29-160; the Family Privacy and Protection Act (S.C. Code Ann. § 30-2-10 et al), 20 CFR 603, and IRS Publication 1075.

3.4 PROCUREMENT

- 3.4.1 The Grantee must have written procedures for procurement transactions that comply with State regulations. Procedures may reflect applicable local laws and regulations, provided they conform to applicable Federal law and the standards identified in 2 CFR Parts 200.318 through 200.326.
- 3.4.2 Procurement standards must ensure fiscal accountability and prevent waste, fraud, and abuse. The Grantee will conduct procurement in a manner that provides full and open competition consistent with the standards of 2 C.F.R Part 200.319.

3.5 ADDITIONAL CONDITIONS AND ENFORCEMENT

- 3.5.1 The Grantee acknowledges and accepts that special additional conditions may be unilaterally imposed by DEW in accordance with 2 CFR 200.207. Such conditions may be imposed if the Grantee demonstrates one or more of the following conditions:
- a history of unsatisfactory performance;
 - financial instability;
 - management system(s) that do not meet standards prescribed in 2 CFR 200.300 et seq.;
 - noncompliance with terms and conditions of previous Federal awards or sub awards;
 - absence of responsibility disclosed as a result of ongoing evaluation of risk by DEW conducted in accordance with 2 CFR 200.331(b);
 - reports and findings from audits performed under 2 CFR Subpart F – Audit Requirements of this part or the reports and findings of any other available audits; and/or
 - inability to effectively implement statutory, regulatory, or other requirements.
- 3.5.2 If DEW determines that a grant award will be made or continued, special provisions shall address the condition identified and shall be included in the award. Such provisions may include but are not limited to:

- requiring payments on a reimbursement basis;
- withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- requiring additional, more detailed financial reports;
- requiring additional project monitoring;
- requiring the Grantee to obtain technical or management assistance and to implement corrective actions; and/or
- establishing additional prior approval.

DEW will notify the Grantee regarding the nature and reason for implementing any of the above special provisions.

3.5.3 Failure to comply with any provision of the Grant Agreement, or any applicable law or regulation, may subject the Grantee to additional enforcement actions that are determined by DEW to be appropriate under the circumstances. Such enforcement actions include but may not be limited to:

- requiring special award provisions as stated above;
- temporarily withholding cash payments pending correction of identified deficiencies, as identified in 2 CFR 200.338;
- disallowing cost (and, if appropriate, applicable matching credit) for any claim or action made that is not in compliance and require appropriate repayment or financial adjustment;
- suspending the grant award, in whole or in part, pending corrective action;
- terminating the grant award, in whole or in part;
- withholding further awards for the project or program;
- recommending to appropriate Federal officials that suspension or debarment proceedings be initiated as authorized under 2 CFR 180; and/or
- taking other remedies that may be legally available. (See 2 CFR 200.338.)

3.5.4 The Grant Agreement may be immediately terminated by DEW in whole or in part for cause or noncompliance whenever such non-compliance is material and in the best interest of the Grantee, DEW, or the US Department of Labor.

3.5.5 Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:

1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of DEW.
2. The Executive Director will issue a written decision within 30 days.
3. If dissatisfied with the decision, a written appeal may be made to the State Workforce Development Board (SWDB) within 14 days of receipt of decision.
4. The Chair will designate the Executive Committee or an Ad Hoc Committee of at least five SWDB members to hear the appeal.
5. The SWDB will hear the appeal and render a decision within 60 days.

6. The Grantee will be notified in writing of the SWDB's decision within 20 days.

3.5.6 Appeal requests made to the SWDB must be submitted in writing as follows:

South Carolina Department of Employment and Workforce
Attn: Appeals, State Workforce Development Board
1550 Gadsden Street
Columbia, SC 29201

3.6 CHANGES AND AMENDMENTS

3.6.1 Any alterations, additions, or deletions to the terms of the Grant Agreement which are required by changes in Federal or State law or regulations are automatically incorporated into the Grant Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

3.6.2 Alterations, additions, deletions, or extensions to the terms of the Grant Agreement must be modified in writing and executed by both Parties. Any other attempted changes, including oral modifications, shall be invalid.

3.6.3 To ensure effective performance under the Grant Agreement, the Parties agree that DEW may amend requirements in writing during the grant period to interpret or clarify a change in Federal or State law, rules or regulations.

3.7 ASSURANCES

3.7.1 As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it will comply fully with the following nondiscrimination provisions, equal opportunity provisions, Public Laws and Executive Orders, including but not limited to:

- A. *WIOA Section 188 (29 CFR, Part 38)*, which provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief, and, for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in a WIOA Title I-financially assisted program or activity;
- B. *Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.)*, as amended by the *Equal Employment Opportunity Act of 1972*, which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or

activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;

- C. *Title VII of the Civil Rights Act*, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;
- D. *Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)*, as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;
- E. *The Age Discrimination Act of 1975 (42 U.S.C. §6101)*, as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- F. *The Americans with Disabilities Act of 1990 (42 U.S.C. §12101)*, as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;
- G. *Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688)*, as amended, which prohibits discrimination on the basis of sex in educational programs;
- H. *Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program*, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;
- I. *Title II of the Genetic Information Nondiscrimination Act of 2008* which prohibits discrimination in employment on the basis of genetic information;
- J. *Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations* (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;
- K. *Section 508 of the Rehabilitation Act (29 U.S.C. §794d)*, which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;
- L. *Jobs for Veterans Act (38 U.S.C. §4215)*, which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor

Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;

- M. *P.L. 113-114, Division E, Title VII, Section 743*, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;
- N. *P.L. 113-114, Division H, Title V, Section 505*, which establishes that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
 - 1. The percentage of the total costs of the program or project which will be financed with Federal money;
 - 2. The dollar amount of Federal funds for the project or program, and
 - 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both must be complied with.

- O. *Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)"*, which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;
- P. *Executive Order 13333*, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. §7104(g));
- Q. *Buy American Notice Requirement*, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);
- R. *Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997)*, which provides that recipients of Federal funds are encouraged to adopt and enforce

on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;

- S. *Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009)*, which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;
- T. *Special Requirements for Conferences and Conference Space*. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;
- U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;
- V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;
- W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and
- X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3)). The notice must

contain specific wording regarding the prohibited bases and the process for filing a complaint, as required by 29 CFR §38.30.

3.8 CERTIFICATIONS

3.8.1 Lobbying (2 CFR §200.450)

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3.8.2 Debarment, Suspension, and Other Responsibility Matters

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

3.8.3 Drug-Free Workplace (Public Law 100-690)

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

WORKFORCE INNOVATION & OPPORTUNITY ACT
WorkLink WDB
Local Area Addendum
to
PART III - TERMS AND CONDITIONS
(Revised June 25, 2018)

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3.0

STATEMENT OF PURPOSE

The purpose of this Grant Agreement is to establish the general terms and conditions to which funding provided thru the SC Department of Employment and Workforce and by the SC Appalachian Council of Governments under Title I of the Workforce Innovation and Opportunity Act is subject to. The purpose of this Act is to reaffirm the role of the public workforce system, and brings together and enhances several key employment, education, and training programs; provides resources, services, and leadership tools for the public workforce system to help individuals find good jobs and stay employed and improves employer prospects for success in the global marketplace; ensures that the public workforce system operates as a comprehensive, integrated, and streamlined system to provide pathways to prosperity for those it serves; and continuously improves the quality and performance of its services.

3.1

DEFINITIONS

Act – The Workforce Innovation and Opportunity Act (WIOA) of 2014

Administrative Entity – The entity (SC Appalachian Council of Governments) designated by the Local Workforce Development Board to administer the WIOA programs.

Agreement – A grant agreement, which includes the WIOA Terms and Conditions, between the Awarding Entity and the Grantees/Recipients or between the Grantees/Recipients and Sub-Grantees/Subrecipients.

Direct Grantee – The entity, usually a state or protectorate, that receives WIOA funds directly from the federal government.

Local Workforce Development Areas (LWDA) – The county or counties designated by the Governor to administer the Workforce Innovation and Opportunity Act in a designated area.

Recipient – A local area that receives grant funding from the direct grantee.

Subrecipient or Subgrantee – The legal entity to which a subgrant is awarded and which is accountable to the recipient or direct grantee for the use of the funds provided.

Service Provider – A public agency, a private non-profit organization, or a private-for-profit entity that delivers education, training, employment or supportive services to WIOA participants.

Vendor – An entity responsible for providing generally required goods or services to be used in the WIOA program.

Participant – An individual who has been determined to be eligible to participate in and who is receiving services (except for follow-up services) under a program authorized by WIOA title I. Participation shall be deemed to commence on the first day, following determination of eligibility, on which the participant began receiving services (as defined by the Act) provided under WIOA title I.

Capital Improvement – Any modification, addition, restoration or other improvement:

- (a) which increases the usefulness, productivity, or serviceable life of an existing building, structure or major item of equipment;

(b) which is classified for accounting purposes as a "fixed asset"; and

(c) the cost of which increases the recorded value of the existing building, structure or major item of equipment and is subject to depreciation.

Construction – The erection, installation, assembly or painting of a new structure or major addition, expansion or extension of an existing structure, and the related site preparation, excavation, filling and landscaping, or other land improvements.

GAAP – Accounting rules and procedures established by authoritative bodies of convention that have evolved through custom and common usage (uniform minimum standards and guidelines). The acronym stands for Generally Accepted Accounting Principles.

3.2

LEGAL AUTHORITY

The Awarding Entity, recipients, and subrecipients/subgrantees assure and guarantee that they possess the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving them legal authority to enter into this Agreement; receive the funds authorized by this Agreement; and to perform the services each has obligated itself to perform under this Agreement.

The person or persons signing and executing this Agreement on behalf of the parties hereto, or representing themselves as signing and executing this Agreement on behalf of the parties hereto, do hereby warrant and guarantee that all parties involved have been fully authorized to execute the Grant Agreement and to validate and legally bind the parties hereto to all the terms, performance requirements and provisions herein set forth.

The Awarding Entity shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the recipients, subrecipients/subgrantees or the person signing the Agreement to enter into this Agreement.

3.2.1

Business Licensing/Taxation/Insurance Requirements

The recipients/ subrecipients/subgrantees will comply with all other local, state or federal applicable licensing, taxation and insurance requirements.

3.3

AWARDING ENTITY

3.3.1

Oversight Responsibilities

The Awarding Entity is responsible for the monitoring and evaluation of programs during a grant period.

- The Awarding Entity will provide technical assistance to the recipients/subrecipients/subgrantees in the areas of planning, design, delivery, and management during the course of the program.
- The Awarding Entity will note deficiencies when technical assistance is delivered and will help the recipient/subrecipient/subgrantee correct the deficiencies.
- The Awarding Entity will conduct formal programmatic and financial reviews of the recipient/subrecipient/subgrantee as necessary.

- The Awarding Entity will notify the recipient/subrecipient/subgrantee in writing of any deficiencies noted during formal reviews.
- The Awarding Entity will conduct follow-up visits to review and to assess efforts to correct deficiencies noted during formal reviews.

3.3.2 Funding Obligations

In consideration of full and satisfactory performance hereunder, the Awarding Entity shall be liable to the recipient/subrecipient/subgrantee in an amount equal to the actual costs incurred, not exceeding the face amount of this Agreement, for performances rendered hereunder subject to the following limitations:

- (a) The Awarding Entity shall not be liable to the recipient/subrecipients/ sub-grantees for expenditures made in violation of Part 683 of the Regulations promulgated under the Act, or in violation of any other regulations promulgated under the Act, or otherwise applicable.
- (b) The Awarding Entity shall not be liable to the recipient/subrecipients /sub-grantees for costs incurred or performances rendered unless such costs and performances are in strict accordance with the terms of this Agreement.
- (c) The Awarding Entity's funding obligations under this Agreement are contingent upon receipt of funds from the USDOL/State Workforce Development Area allocation guidelines governing distribution within the Awarding Entity's total jurisdiction. The Awarding Entity is in no way obligated for any funds not received nor any decrease in funding caused by required allocation formulas.

3.4 RECIPIENTS/SUBRECIPIENTS/SUBGRANTEES

3.4.1 Assurances of Compliance

It is the responsibility of the recipient/subrecipient/subgrantee to have, or to have access to, copies of the Workforce Innovation and Opportunity Act of 2014, the applicable Federal Regulations (to include CFRs) and other pertinent documents referenced in this Agreement and with which compliance is required.

The recipient/subrecipient/subgrantee shall comply with the requirements of the Act and with Federal Regulations (hereinafter called the Regulations) and any revisions thereof.

The recipient/subrecipient/subgrantee shall operate its programs under this Agreement, and shall otherwise comply with the terms of the Agreement in such a manner as to prevent or correct any breach of the Awarding Entity's agreement with SC Department of Employment and Workforce and/or the U.S. Department of Labor.

The recipient/subrecipient/subgrantee must comply with the following federal regulations and requirements:

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;

3. 2 CFR 200 Uniform Administrative Requirements, cost principles, and audit requirements for federal awards, including 2 CFR Appendix II to part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards
4. 48 CFR Part 31 (applies to commercial organizations);
5. 29 CFR Part 95 refer to 2 CFR 200;
6. 29 CFR Part 97 refer to 2 CFR 200;
7. Section 504 of the Rehabilitation Act of 1973, as amended;
8. Section 508 of the Rehabilitation Act of 1973, as amended;
9. Age Discrimination Act of 1975, as amended;
10. Title IX of the Education Amendments of 1972, as amended;
11. "Jobs for Veterans Act," (38 U.S.C. §4215) and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
12. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 38);
13. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
14. Title VI of the Civil Rights Act of 1964, as amended; Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
16. Equal Pay Act of 1963, as amended;
17. 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA);
18. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
19. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
20. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
21. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

The recipient/subrecipient/subgrantee shall ensure that all its subrecipients/subgrantees comply with the federal cost principles applicable to the particular organization concerned.

3.4.2 Time of Performance

The activities specified in this Agreement are to be performed in accordance with schedules made as a part of this Agreement. All activities required and described herein shall be completed no later than the ending date of this Agreement, except as determined specifically by the Awarding Entity.

3.4.3 Satisfactory Performance

It is understood and agreed by and between the parties of this Agreement that the work is to be done to the satisfaction of the Awarding Entity. The Awarding Entity will interpret all reports and will decide the acceptability and progress of grant work, and will further decide the amount, classification and quality of kinds of work to be performed, and the amounts to be paid under this Agreement. The Awarding Entity will be the sole judge of the validity and the acceptability of claims, if any, made by the recipient/subrecipient/subgrantee, and the Awarding Entity's decision will be final, conclusive and binding on the parties concerned.

The recipient/subrecipient/subgrantee agrees that performance satisfactory to the Awarding Entity is essential to the life of this Agreement. Performance below relevant standards, as stated in the Agreement, will constitute non-compliance with the terms of this Agreement. It is the responsibility of the Awarding Entity to notify the

recipient/subrecipient/subgrantee when it is not in compliance. It is the responsibility of the recipient/subrecipient/subgrantee to present a plan for corrective action including the date on which results of the corrective action may be expected, or to present just cause for modification of the performance standards.

Such plans or modifications shall be prepared and submitted in writing by the recipient/subrecipient/subgrantee to the Awarding Entity. The Awarding Entity may schedule meetings for the purpose of reviewing performance against the terms of this Agreement. All staff of the recipient/subrecipient/subgrantee performing services under this Agreement who are requested by the Awarding Entity to attend meetings shall be required by the recipient/subrecipient/subgrantee to attend such meetings as may be scheduled.

3.5

RECIPIENT/SUBRECIPIENT/SUBGRANTEE FINANCIAL MANAGEMENT SYSTEM AND RESPONSIBILITIES

The recipient/subrecipient/subgrantee shall maintain a financial management system that provides federally required records and reports that are uniform in definition, accessible to authorized federal and state staff, and verifiable for monitoring, reporting, audit, program management, and evaluation purposes. Each system, at each recipient/subrecipient/ subgrantee level, shall provide fiscal control and accounting procedures that are in accordance with GAAP (Generally Accepted Accounting Principles).

The recipient/subrecipient/subgrantee must provide adequate, qualified staff to maintain the financial system and prepare the required reports. Proper internal controls are required to ensure separation of duties.

The recipient/subrecipient/subgrantee shall maintain fiscal records and supporting documentation for all expenditures of funds under this Agreement. Records must provide accurate, current, separate and complete disclosure of the status of funds received under this Agreement for each program activity by cost category including proper charging of costs and proper allocation of costs. The recipient/subrecipient/ subgrantee shall maintain accounts in such a way that they are traceable to source documentation of unit transactions, and shall maintain source documentation for all transactions. Fiscal records must be adequate enough to provide a comparison of actual expenditures with budgeted amounts for each recipient/ subrecipient/subgrantee.

The recipient/subrecipient/subgrantee shall establish and maintain a system by which it monitors its grants to: (1) ensure adequate financial management and compliance with Federal Regulations and the applicable provisions of this Agreement; and (2) ensure that each system is sufficient to:

- permit preparation of required reports;
- permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
- permit the tracing of program income, potential stand-in costs and other funds allowable except for funding limitations defined in the Act.

The recipient/subrecipient/subgrantee shall submit a financial report which includes a report of all costs incurred under the Agreement up to and including the last day of the month. These reports will include accruals for cost of goods and services received where

payment will be made within the next 30 days. These reports are due by the tenth (10th) day of the following month, according to the terms set forth in the grant agreement.

The recipient/subrecipient/subgrantee shall notify the Awarding Entity immediately if it files for bankruptcy; is involuntarily placed in bankruptcy or receivership; is sued in any Court; or otherwise becomes insolvent and unable to comply with this Agreement.

The recipient/subrecipient/subgrantee is liable to the Awarding Entity for any money it has received for performance of the provisions of this Agreement if the Awarding Entity has suspended or terminated this Agreement for the reasons enumerated in this Agreement.

Nothing in this Section shall be so construed as to relieve the recipient/subrecipient/subgrantee of the fiscal accountability and responsibility under the applicable CFRs, the Act, Regulations and other U.S. Department of Labor regulations.

3.5.1 Method of Payment

Payment to the recipient/subrecipient/subgrantee shall not exceed the total face amount of the Agreement.

The recipient/subrecipient/subgrantee shall be reimbursed monthly for actual costs for the prior month and for accrued costs that will be paid within the next 30 days. Payments shall be requested by submitting a "Request for Payment/Fiscal Report (FSR-S)".

Request for funds will not be honored prior to receipt by the Awarding Entity of an Agreement signed by both parties.

All documents and policies must be submitted by the recipient/ subrecipient/subgrantee as requested by the Awarding Entity prior to the honoring of Requests for Payment(s).

3.5.2 Repayment and Adjustments in Payments

The recipient/subrecipient/subgrantee agrees to be responsible to repay the Awarding Entity any funds received pursuant to the Act that are not spent in strict accordance with the Act and with all applicable Federal Regulations and 2 CFR 200.

If any funds are expended by the recipient/subrecipient/subgrantee in violation of the Act, the Regulations or Grant Conditions, the Awarding Entity may require necessary adjustments in payments to the recipient/subrecipient/subgrantee on account of such unauthorized or unallowable expenditures. The Awarding Entity may request the return of unexpended funds which have been made available in order to assure that they will be used in accordance with the purpose of the Act or to prevent further unauthorized or unallowable expenditures, and may withhold funds otherwise payable under the Agreement in order to recover any unallowable amounts expended.

If no further payments would otherwise be made under the Agreement during the current or subsequent fiscal year, the Awarding Entity may request a repayment of funds used for unauthorized or unallowable expenditures. Repayments shall be made from non-WIOA funds within **thirty (30) calendar days** of receipt of such request.

3.5.3 Closeouts

The recipient/subrecipient/subgrantee will submit a complete Grant Agreement Closeout Report to be received by the Awarding Entity no later than **forty (40) calendar days** after the expiration of the Agreement. The Awarding Entity will supply the closeout forms and instructions prior to the grant ending date.

Amended closeout package(s) will not be accepted after **forty (40) calendar days** of the expiration of the grant unless adjustments are required as a result of audit findings or other valid reasons. The Awarding Entity must be contacted as soon as possible in the event that a closeout adjustment is deemed necessary after the 40 day deadline.

Any funds advanced under this Agreement by the Awarding Entity to the recipient/subrecipient/subgrantee and either unspent or otherwise not properly obligated by the recipient/subrecipient/subgrantee must be returned to the Awarding Entity within **three (3) calendar days** from the date this Agreement terminates.

3.5.4 Cash Depositories

Consistent with the national goal of expanding opportunities for minority business enterprises, each recipient/subrecipient/subgrantee is encouraged to use minority-owned banks (a bank which is owned at least 50 percent by minority group members).

Recipients/subrecipients/subgrantees are not required to maintain a separate bank account, but shall separately account for federal funds on deposit.

3.5.5 Program Income

Income under any program administered by a public or private nonprofit entity may be retained by such entity only if such income is used to continue to carry out the program. Income shall include:

- receipts from goods or services (including conferences) provided as a result of activities funded under this title;
- funds provided to a service provider under this title that are in excess of the costs associated with the services provided;
- proceeds from the sale of real property or equipment purchased with WIOA grant funds;
- interest income earned from funds received during a grant award.

For purposes of this paragraph, each entity receiving financial assistance under this title shall maintain records sufficient to determine the amount of such income received and the purposes for which such income is expended.

The addition method, described at 29 CFR 95.24 or 29 CFR 97.25(g)(2) (as appropriate), must be used for program income earned under WIOA Title I grants. When the cost of generating program income has been charged to the program, the gross amount earned must be added to the WIOA program.

The recipient/subrecipient/subgrantee may retain any program income earned by the recipient/subrecipient/subgrantee only if such income is added to the funds committed to

the particular WIOA grant under which it was earned and such income is used for WIOA purposes and under the terms and conditions applicable to the use of grant funds.

3.5.6 Indirect Costs

The recipient/subrecipient/subgrantee will not be reimbursed for any indirect costs under this Agreement until the recipient/subrecipient/ subgrantee has a current Indirect Cost Agreement executed and approved by a cognizant agency of the United States Government. Written documentation is required for an exemption of approval from the cognizant agency for the Indirect Cost Agreement. Indirect costs submitted for reimbursement must have an executed plan available for review as appropriate during regular monitoring visits.

3.5.7 Bonding Requirements for Advance Payments

Every office, director, agent or employee of the recipient/subrecipient/subgrantee that handles WIOA finances and cash received under this grant agreement must be covered under a Bond Agreement. Proof of such Bond Agreement must be provided in the compliance documents on a yearly basis.

The recipient/subrecipient/subgrantee must obtain a Fidelity Bond that meets the following qualifications:

- (a) The recipient/subrecipient/subgrantee shall be named as the insured.
- (b) The period of coverage shall be no less than one year, with a discovery period of no less than three years subsequent to cancellation or termination of the Bond.
- (c) The Bond evidencing such coverage as required under WIOA Agreement shall contain the following endorsement:

No cancellation, termination, or modification of this Bond shall take effect prior to the expiration of **thirty-five (35) days** after written notice of the cancellation, termination or modification, together with suitable identification of the Bond and named insured has been sent to the Awarding Entity at its official address.

The recipient/subrecipient/subgrantee shall ensure that its sub-contractors, if any, also maintain Bonds in accordance with this Section.

3.5.8 Legal Fees

No funds available for administrative costs under this Agreement (including an administrative cost pool) may be used by the recipient/subrecipient/subgrantee for payment of legal or other associated services unless and until the Awarding Entity receives and approves the recipient's/subrecipient's/subgrantee's certification containing, at a minimum, the following assurances:

- (a) the payments are reasonable in relation to the fees charged by other recipients/subrecipients/subgrantees providing similar services; and
- (b) the services could not be competently provided through employees of the recipient/subrecipient/subgrantee or other available state or local government employees.

In the event the Awarding Entity so requires, the recipient/subrecipient/ subgrantee shall submit supporting documents relevant to the certification in the manner and form the Awarding Entity specifies.

Legal expenses for the prosecution of claims against the federal government, including appeals to an Administrative Law Judge, are unallowable.

This Section shall not be construed as requiring the Awarding Entity's approval or disapproval of any individual who may be selected as legal counsel, or as the Awarding Entity's approval or disapproval of the use of legal counsel in general. In the event the recipient/subrecipient/ subgrantee elects to employ legal services, such services shall be subject to the provisions of this Agreement.

3.5.9 Assignment of Interest

The recipient/subrecipient/subgrantee must obtain the prior written consent of the Awarding Entity before assigning any interest in this Agreement.

3.5.10 Meetings, Conferences and Travel Payments

Recipients of WIOA funds are governed by the requirements found in 48 CFR 31.205-46, which state that travel per diem rates and other travel rates are "considered to be reasonable and allowable only to the extent they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration (GSA), for travel in the contiguous United States..."

The Awarding Entity shall reimburse the recipient/subrecipient/subgrantee for proper travel and per diem expenses at rates which are in accordance with the recipient's/subrecipient's/subgrantee's approved "local travel policy". The recipient's/subrecipient's/subgrantee's "local travel policy" shall consist of a written statement delineating the rates that the recipient/subrecipient/ subgrantee shall use in computing travel and per diem expenses of its employees. The Awarding Entity shall review the "local travel policy" after submission by the recipient/subrecipient/ subgrantee and shall approve it after the Awarding Entity determines that it is reasonable and otherwise acceptable for the purpose of this Agreement.

Travel costs for personnel supported by the grant award are allowable when the travel is specifically related to the operation of programs under the Act. Payment for travel shall be made only as it applies to the scope of the grant, is necessary and reasonable, and follows all local travel policies.

The recipient/subrecipient/subgrantee must follow local travel policies before it can use funds received under this Agreement to pay for travel and per diem, except travel to areas designated by the Awarding Entity for consultation or training.

Budgeted expenses for meetings and/or conferences are allowable when their primary purpose is the dissemination of technical information relating to the WIOA program and when they are consistent with regular practices and local travel policies followed for other activities of the recipient/subrecipient/subgrantee. Allowable costs under WIOA grant awards must be necessary and reasonable for proper and efficient administration of the program; be justifiable; be in accordance with 2 CFR 200; and not be a general expense required to carry out the overall responsibilities of state or local government.

The Awarding Entity may schedule a meeting for the purpose of reviewing performance against the terms of this Agreement. All staff of the recipient/ subrecipient/subgrantee performing services under this Agreement who are requested by the Awarding Entity to attend meetings shall be required to attend such meetings as often as necessary.

3.5.11 Prevention of Fraud and Abuse

The recipient/subrecipient/subgrantee shall establish, maintain, and utilize internal program management procedures sufficient to provide for the effective management of all activities funded in whole or in part under this Agreement.

In addition to the requirements imposed elsewhere in this Agreement, the recipient/subrecipient/subgrantee shall ensure that sufficient, auditable, and otherwise adequate records are maintained which support the expenditure of all funds received through this Agreement. Such records shall be sufficient to allow the United States Department of Labor, the State, and the Awarding Entity to audit and monitor the recipient/ subrecipient/subgrantee and shall include the maintenance of a Management Information System.

No officer, employee or agent of the recipient/subrecipient/subgrantee shall solicit or accept gratuities, favors or anything of monetary value from any supplier or potential supplier of goods or services under the Act.

The recipient/subrecipient/subgrantee shall spend no funds directly or indirectly for programs pursuant to the Act for payment of a fee for the placement of any persons in a training or employment program under this Act.

3.6 PARTICIPANT DATA SYSTEM

3.6.1 Participant Information

The recipient/subrecipient/subgrantee shall maintain a participant data system that provides a record of participant information as described therein to include:

- (a) a record of each applicant for whom an application has been completed and a formal determination of eligibility or ineligibility made;
- (b) a record of each participant's enrollment sufficient to demonstrate compliance with the eligibility criteria of a particular program, activity and other restrictions imposed by the Act; and
- (c) other information as necessary and/or as outlined in the scope of work to develop and measure the achievement of performance standards and monitor equal opportunity.

3.6.2 Recipient/Subrecipient/Subgrantee Responsibilities

Recipient/subrecipient/subgrantee responsibilities are specified in the Participant Data System (SC Works Online Services) Manual (found under Staff Resources of the system) for WIOA subrecipients/subgrantees. The procedures and forms in this manual are, hereby, incorporated into these terms and conditions. Recipient/subrecipient/subgrantee responsibilities include, but are not limited to:

- (a) preparation and submission of all necessary forms and reports required by the Awarding Entity within the time specified by the Awarding Entity;

- (b) eligibility determination and certification of applicant eligibility, as applicable;
- (c) tracking and ensuring participants' maximum in program activities, program duration and other constraints imposed by the Act;
- (d) submission of such other reports, data and information on the operation and performance of this Agreement as may be required by the Awarding Entity;
- (e) maintaining a system that provides a complete and accurate record of participant's status, characteristics, exit and employment data which shall be used by the Awarding Entity to measure accomplishments or performance in achieving the objectives stated in this Agreement.

All reporting forms authorized and/or procedures developed by the Awarding Entity may be modified at the discretion of the Awarding Entity.

3.7 PARTICIPANT PAYMENTS, BENEFITS AND WORKING CONDITIONS

3.7.1 Payments to Participants

Needs-Related Payments (20 CFR 680.930) Needs-related payments provide financial assistance to participants for the purpose of enabling them to participate in training and are a supportive service authorized by WIOA sec. 134(d)(3). Unlike other supportive services, in order to qualify for needs-related payments a participant must be enrolled in training. For eligibility guidelines and payment determinations, reference 20 CFR 680, subpart G.

OJT Compensation - The recipient/subrecipient/subgrantee shall ensure that participants in On-the-Job Training are compensated by the employer at the same rates, including periodic increases not related to individual performance, as similarly situated employees or trainees. In no event shall compensation be less than the highest of the minimum wage prescribed under the Fair Labor Standards Act of 1938, as amended, or applicable state or local minimum wage laws.

3.7.2 Benefits and Working Conditions

Conditions of employment or training will be appropriate and reasonable with regard to the type of work; the geographical region; and proficiency of the participant.

Training and related services will be provided to the extent practical, consistent with every participant's fullest capabilities, and lead to unsubsidized employment opportunities which will enable participants to become economically self-sufficient.

Each participant in an On-the-Job Training and/or apprenticeship work-related training shall be assured of Workers' Compensation, including medical and accident, at the same level and to the same extent as others similarly employed who are covered by a Workers' Compensation statute or system.

Each participant who is employed in OJT and/or apprenticeship work-related training, where others similarly are employed and are not covered by an applicable Workers' Compensation statute, shall be provided with medical and accident insurance' benefits. Such benefits shall be adequate and comparable to the medical and accident insurance provided under the applicable State Workers' Compensation statute. Subrecipients/

subgrantees are not required to provide these participants with income maintenance coverage.

Each participant enrolled in other than On-the-Job-Training or work-related activities shall be provided with adequate on-site medical and accident insurance.

Each participant prior to entering employment or training shall be informed of the name of his or her employer and of his or her rights and benefits in connection with such employment and training.

No participant will be required or permitted to work; be trained, or receive service in buildings or surroundings; or under working conditions that are unsanitary, hazardous or dangerous to his or her health or safety. Participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices. Training will be conducted in a commercial building. Residential buildings are not considered suitable training sites. (Homes, apartments, and other domiciles currently occupied as a private residence for individuals/families are unallowable training sites.)

Unemployment Compensation costs are allowable for staff hired, in accordance with the administrative provisions of the Regulations, and for On-the-Job-Training participants to be covered for Unemployment Compensation purposes.

3.7.3 Supportive Services

Supportive services may be provided to participants through in-kind or cash assistance, or by arrangement with another human service agency, when necessary, to enable an individual to participate in activities authorized under WIOA.

3.7.4 Retirement Programs

The Act provides for temporary training and employment; therefore, the inclusion of WIOA participants in a retirement program is prohibited.

3.7.5 Child Labor

The recipient/subrecipient/subgrantee will comply with the Hazardous Occupations order issued pursuant to the Fair Labor Standards Act and set forth at **29 CFR Section 570.50 et seq.**, with respect to the employment of youth under eighteen years of age; with the Child Labor Law Standards of **29 CFR Section 570.117 et seq.**, with respect to the employment of youth aged fourteen and fifteen; and all applicable state and local child labor laws. The recipient/subrecipient/subgrantee is responsible for ensuring that its subrecipients/subgrantees, if any, maintain compliance with the laws enumerated in this Section.

3.8 REQUIREMENTS FOR RECORDS

All records required under this Agreement, the Act, Regulations and applicable Circular shall be the responsibility of recipient/subrecipient/ subgrantee. Retention of, and access to, such records shall be provided in accordance with **2 CFR 200.333**.

The recipient/subrecipient/subgrantee shall retain all records including financial, statistical, property, participant records and supporting documentation for **five (5) years** after the recipient/subrecipient/ subgrantee submits to the Awarding Entity its final expenditure report for that funding period. Records for nonexpendable property shall be retained for a period of **five (5) years** after final disposition of the property.

The recipient/subrecipient/subgrantee shall retain records beyond this period if any litigation or audit is begun or if a claim is instituted involving this Agreement covered by the records. In such instances, the recipient/ subrecipient/subgrantee shall retain records until the litigation, audit or claim has been finally resolved.

In the event of the termination of a relationship, the Awarding Entity shall be responsible for the maintenance and retention of the records of a recipient/subrecipient/subgrantee unable to retain them.

A recipient/subrecipient/subgrantee who goes out of business or is unable to retain records as described above will transfer all records above to the Awarding Entity in an orderly manner. Each box will be labeled and in acceptable condition for storage. The Awarding Entity will inventory the contents of each box prior to or upon acceptance.

3.8.1 Substitution of Microfilm

Copies made by microfilming, scanning, photocopying, or similar methods may be substituted for the original records.

3.8.2 Right of Access to Records

The Awarding Entity; SC Department of Employment and Workforce; the U. S. Department of Labor; the Office of the Inspector General; the Comptroller General of the United States; or any of their authorized representatives have the right of timely and reasonable access to all records of the recipient/subrecipient/subgrantee that are pertinent to this Agreement.

This right also includes timely and reasonable access to recipient/subrecipient/subgrantee personnel at all levels for the purpose of interview and discussion related to such records.

The recipient/subrecipient/subgrantee understands that the right of access is not limited to the required retention period but shall last as long as the records are retained.

The recipient/subrecipient/subgrantee may not otherwise divulge registrant/participant information without permission of the registrant/ participant.

3.8.3 Fees

The recipient/subrecipient/subgrantee may charge a fee for processing a request for a record to the extent the cost is sufficient to recover the cost applicable to processing such request.

3.9 PROCUREMENT

Each recipient/subrecipient/subgrantee shall establish and implement procurement standards to ensure fiscal accountability and prevent waste, fraud and abuse in programs funded under the Act.

Each recipient/subrecipient/subgrantee shall have written procedures for procurement transactions. These procedures shall comply at a minimum with Federal and State requirements, and may reflect applicable local laws and regulations, provided that they do not conflict with WIOA policy.

Funds awarded under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from federal, state or local sources unless it is demonstrated that the WIOA-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

The recipient/subrecipient/subgrantee shall conduct procurement in a manner that provides full and open competition.

3.9.1

Methods of Procurement

The recipient/subrecipient/subgrantee shall use one of the following methods of procurement appropriate for each procurement action in accordance with its local procurement policy:

- (a) **Small Purchase Procedures:** simple and informal procurement methods for securing services, supplies or other property. This procedure must at a minimum follow the SC Consolidated Procurement Code. The recipient/subrecipient/subgrantee will follow the Appalachian Council of Governments procurement policy as outlined below or the SC Consolidated Procurement Code, whichever is more strict. Price or rate quotations must be documented from an adequate number of qualified sources.

To fill the needs for supplies and services, the following purchasing procedures are required to be followed by the recipient/subrecipient/subgrantee for all purchases under \$15,000 (except for travel expenses, renewal of contracts, and recurring expenses, i.e. utility bills, telephone, office rent and other costs associated with approved contracts).

<\$300: *An order shall be placed with a vendor most advantageous to the WIOA program. (Purchasing procedures outlined in this section may be eliminated if a term contract exists on a specific item and the contract was awarded according to regular purchasing procedures.*

Between \$300 and \$5,000: *The recipient/subrecipient/subgrantee shall obtain at least two informal quotations, if possible, and inform the WorkLink Workforce Development Board Grant point of contact of the results.*

Between \$5,001 and \$10,000: *The recipient/subrecipient/subgrantee will obtain three (3) or more written quotations, proposals, or bids as appropriate. The bids or quotes should be based on specifications supported under the WIOA program rules and regulations, and approved by the WorkLink WDB Grant point of contact.*

Between \$10,001 and \$15,000: *The recipient/subrecipient/subgrantee will obtain five (5) or more written quotations, proposals, or bids as appropriate based on specifications approved by the WorkLink WDB Grant point of contact.*

The recipient/subrecipient/subgrantee will award a contract, upon approval of the WorkLink WDB point of contact, to the vendor most advantageous to the WIOA program.

- (b) **Sealed Bids (Formal Advertising):** publicly solicited procurement for which a firm fixed-price contract (lump sum or unit price) or other fixed-price arrangement is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the Invitation for Bids, is the lowest in price. Bids shall be solicited

from three or more responsible bidders. If bids to a solicitation are not received, the recipient/subrecipient/subgrantee may determine the fair market value from three or more Internet vendors and then proceed with the purchase.

- (c) **Competitive Proposals:** normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type of contract is awarded. Each competitive proposal process must include a documented methodology for technical evaluations and awarded to responsible offeror whose proposal is most advantageous to the program with price, technical and other factors considered. This method is generally used when conditions are not appropriate for the use of sealed bids.

Under letter (b) and letter (c): All services and equipment by the recipient/subrecipient/subgrantee in an amount of \$15,000 or more will be acquired according to the following procedures:

- *The recipient/subrecipient/subgrantee shall determine that the item or service is authorized by the budget, funds are available for purchase, and the WorkLink WDB point of contact approves the requested purchase or sub-award.*
- *The recipient/subrecipient/subgrantee shall prepare request for bids and specifications or request for proposals, list the potential vendors, and prepare proposed newspaper and other legal advertisement. The advertisements should include:*
 - *Brief scope of services;*
 - *Name and telephone of the person to contact for a copy of the RFP or bid specifications;*
 - *Deadline for submitting proposal or bids; and*
 - *Statement that the WIOA program does not discriminate.*
- *The recipient/subrecipient/subgrantee shall send out the RFP or bid to the list of vendors and advertise at a minimum in Anderson, Greenville, and Spartanburge Counties. A minimum of ten (10) calendar days must be allowed for submission of proposals or bids.*
- *The recipient/subrecipient/subgrantee shall a hold public bid opening at time and place announced, and tabulate bids. The results shall be submitted to a committee of non-biased peers selected from among management staff of partners (or their designee) and/or WDB members and/or other area subject experts. Under no circumstances should an individual be included in the committee to review and score bids that has a conflict of interest. This committee will select the best proposal.*
- *The recipient/subrecipient/subgrantee must make available all documentation to support the procurement upon request.*

- (d) **Non-Competitive Proposals (Sole Source):** procurement through solicitation of a proposal from only one source, when that vendor has proprietary goods, or after solicitation of a number of sources, competition is determined inadequate.

Each recipient/subrecipient/subgrantee shall minimize the use of sole source procurement to the extent practicable, but in every case, the use of sole source procurement shall be justified and documented and in accordance with its procurement

policies. Procurement by non-competitive proposals may be used only when the award of a grant/ contract is infeasible under small purchase procedures, sealed bids, or competitive proposals. All methods should be exhausted before a non-competitive procurement can be determined.

The recipient/subrecipient/subgrantee shall perform cost or price analysis in connection with every procurement action, including grant/contract modifications. The methods and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, the recipient/subrecipient/subgrantee shall make independent estimates before receiving bids or proposals.

Procurement under the Act shall not permit excess program income for non-profit and governmental entities or excess profit for private-for-profit entities.

The "cost plus a percentage of cost" method of procurement is prohibited under this Agreement.

The recipient/subrecipient/subgrantee shall conduct and document oversight to ensure compliance with the procurement standards, in accordance with the requirements of the WIOA Regulations.

Each recipient/subrecipient/subgrantee shall maintain records sufficient to detail the significant history of a procurement. These records shall include:

- (1) rationale for the method of procurement;
- (2) the selection of contract type; and
- (3) contractor selection or rejection and the basis for the grant/contract type.

All methods of procurement must include language to ensure that all recipients/subrecipients/subgrantees are fully aware of the Jobs for Veterans requirements and of their obligation to design and deliver services accordingly. Such language may include:

This program is subject to the provisions of the "Jobs for Veterans Act," 38 U.S.C § 4215) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

The recipient/subrecipient/subgrantee shall comply with all applicable provisions of the Act; regulations; 2 CFR 200; and issuances and Instructions from the Awarding Entity in implementing its procurement system.

Recipients/subrecipients/subgrantees should not enter into agreements/contracts/grants/awards/sub-awards or similar types of written contracts, or transfer current grant agreements for services to any organization, individual, or group without prior written permission from the WorkLink WDB.

3.9.2

Selection of Service Providers through Formal Grant Process

Each recipient/subrecipient/subgrantee, to the extent practicable, shall select service providers by using a competitive grant application process.

Awards are to be made to organizations possessing the ability to perform successfully under the terms and conditions of a proposed subgrant or contract.

Proper consideration shall be given to community-based organizations, including women's organizations, with knowledge about or experience in non-traditional training for women, which are recognized in the community in which they are to provide services.

Recipients/subrecipients/subgrantees are encouraged to utilize qualified minority firms where cost and performance of major grant work will not conflict with funding or time schedules.

Recipients/subrecipients/subgrantees should not enter into agreements/contracts/grants/awards/sub-awards or similar types of written contracts, or transfer current grant agreements for services to any organization, individual, or group without prior written permission from the WorkLink WDB.

3.9.3 Conflict of Interest

No employee of the recipient/subrecipient/subgrantee; no member of the recipient/subrecipient/subgrantee governing board or body; and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his personal monetary interest.

The recipient/subrecipient/subgrantee agrees that none of its employees or officers has an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The recipient/subrecipient/subgrantee further agrees that in the performance of this Agreement no person having any such interest shall be employed. The recipient/subrecipient/subgrantee will establish safeguards to prevent its staff members or subcontractors from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others, particularly those with whom they have family, business or other ties. The recipient/subrecipient/subgrantee will require all subcontractors to comply with this Section as a condition of award.

As an additional limitation to any imposed by applicable state or local law, no member of any council or board which has a function related to the performance of this Agreement shall cast a vote on any matter which has a direct bearing on services to be provided by that member (or any organization which that member directly represents) or vote on any matter which would financially benefit the member of the organization which the member represents.

No non-governmental individual, institution or organization shall be paid funds provided under this Act to conduct an evaluation of any program under the Act if such individual, institution or organization is associated with that program as a consultant or technical advisor, or in any similar capacity.

The recipient/subrecipient/subgrantee shall not enter into any agreement in violation of state or local law or ordinance during the course of its performance of this Agreement.

3.9.4 Nepotism

No relative by blood, adoption or marriage of any executive or employee of the recipient/subrecipient/subgrantee shall receive favorable treatment for enrollment into services provided by, or employment with, the recipient/subrecipient/subgrantee.

The recipient/subrecipient/subgrantee shall also avoid entering into any agreements for services with a relative by blood, adoption or marriage. For the purpose of this Agreement, "relative by blood, adoption or marriage" to the sixth degree shall include: wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild, grandparents, great-grandparents and cousins within the sixth degree. When it is in the public interest for the recipient/subrecipient/subgrantee to conduct business (only for the purpose of services to be provided) with a relative, the recipient/subrecipient/subgrantee shall obtain approval from the Awarding Entity before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

The recipient/subrecipient/subgrantee assures that all subcontractors under this Agreement will comply with the nepotism requirements and shall include these requirements in its contracts.

3.9.5 Conducting Business Involving Close Personal Friends and Associates

Executives and employees of the recipient/subrecipient/subgrantee will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates in administering the Agreement, and will exercise due diligence to avoid this influence.

3.9.6 Property Management Standards

Real property, equipment, supplies and intangible property acquired or produced by States and governmental recipient/subrecipient/subgrantee, with WIOA funds, shall be governed by the definitions and property requirements (**see Uniform Guidance at 2 CFR 200**), except that prior approval by the Department of Labor to acquire property is waived. Non-governmental recipients/subrecipients/subgrantees shall be governed by the definitions and property management standards of **2 CFR 200**, as codified by administrative regulations of the Department of Labor (**refer to 2 CFR 200**), except that prior approval by the Department of Labor to acquire property is waived.

The recipient/subrecipient/subgrantee shall follow and comply with procurement and property management procedures issued by the Awarding Entity and any future amendments, in addition to the minimum standards of its own procurement system, in the acquisition of equipment, property, supplies, maintenance, and repairs when using funds provided by the Workforce Innovation and Opportunity Act of 2014.

The recipient/subrecipient/subgrantee shall not purchase, lease, rent, trade, transfer or dispose of any non-expendable personal property without prior approval of the Awarding Entity.

A recipient/subrecipient/subgrantee shall not acquire equipment with an acquisition/unit cost of \$5,000 or more per unit without the prior, written approval of the Awarding Entity. Approval of the recipient/subrecipient/ subgrantee budget does not constitute prior approval for purchases.

The recipient/subrecipient/subgrantee shall notify the Awarding Entity immediately of acquisitions with WIOA funds. Such notification shall include the location of the property and other related acquisition information required by the Awarding Entity for inventory purposes. Expendable personal property purchased shall be maintained in accordance with the U.S. Department of Labor's One Stop Comprehensive Financial Management Technical Assistance Guide, Chapter II-11.

Subject to these provisions, the recipient/subrecipient/subgrantee shall not enter a lease-purchase agreement without prior written approval from the Awarding Entity. In the event a lease or lease-purchase agreement is entered into, the first option-to-buy right rests with the Awarding Entity. The Awarding Entity will, at its discretion, exercise option to buy and take title to the item.

In the event that the recipient/subrecipient/subgrantee is indemnified, reimbursed or otherwise compensated by a third party for any loss, destruction of or damage to the property acquired with funds received under this Agreement, the recipient/subrecipient/subgrantee shall, as directed by the Awarding Entity, use such money to repair, renovate or replace the property; credit such proceeds against the state's liabilities to the recipient/subrecipient/subgrantee; or reimburse the Awarding Entity. In the event of damage or loss of a WIOA vehicle, the insurance payments shall be made to the Awarding Entity or entity holding title to the vehicle.

It is understood and agreed by the parties hereto that title to any non-expendable personal property furnished by the U. S. Department of Labor or the Awarding Entity to the recipient/subrecipient/subgrantee for use in connection with programs under this Agreement shall remain vested in the Awarding Entity. Title to property acquired or produced by a recipient/subrecipient/subgrantee that is a commercial organization shall vest in the Awarding Entity. It is further understood and agreed that title to non-expendable personal property purchased with funds received under this Agreement shall be vested in the Awarding Entity and records of non-expendable property purchased shall be maintained in accordance with the U.S. Department of Labor Property Management and the South Carolina WIOA Procurement Standards.

The recipient/subrecipient/subgrantee may spend funds received under this Agreement within the limits prescribed in the budget of this Agreement, subject to the other provisions of this Section, for the acquisition of or rental or leasing of supplies, equipment and materials for participants; for the rental or leasing of real property; and for equipment ordinarily provided by the employer to regular employees.

The recipient/subrecipient/subgrantee will maintain an up-to-date inventory of all WIOA property in its custody, and implement adequate maintenance procedures to keep the property in good condition.

3.10 CHANGES AND MODIFICATIONS

3.10.1 Amendments

Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal laws, or federal regulations, promulgated pursuant thereto or, by (1) State Instructions; (2) Department of Labor Field Memorandums; (3) Department of Labor WIOA Information Series; or (4) Awarding Entity Instructions are automatically incorporated into this Agreement without written amendment hereto, and shall go into effect on the date designated by the law, regulation or instruction.

If the recipient/subrecipient/subgrantee cannot conform to the changes required by federal laws, or federal regulations promulgated pursuant thereto, or by (1) State Instructions; (2) Department of Labor Field Memorandums; (3) Department of Labor WIOA Information Series; or (4) Awarding Entity Instructions, the recipient/subrecipient/subgrantee shall notify the Awarding Entity in writing no later than the effective date of such law or regulation that it cannot conform. The Awarding Entity shall then establish the standards for the termination of the recipient/subrecipient/subgrantee programs and shall terminate the Agreement as soon as practical. The best interest of the participant shall be the primary consideration in establishing the standards for such termination.

It is understood and agreed by the parties hereto that this Agreement must at all times be in compliance with the Act and Regulations promulgated pursuant to the Act, and that changes, interpretations, and clarifications of the Act and Regulations to be made by the U.S. Department of Labor during the Agreement period will have the effect of qualifying the terms of this Agreement.

3.10.2 Modifications

Except as provided otherwise herein, any alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing and executed by both parties of this Agreement.

The recipient/subrecipient/subgrantee may transfer funds within cost categories provided:

- (a) the transfer will not increase the monetary obligations of the Awarding Entity;
- (b) the transfer will not increase the total amount allocated to any single cost category in the budget;
- (c) the transfer will not decrease the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; or (3) the individuals to be served within significant client groups of the Agreement;
- (d) the transfer will not significantly change the nature or scope of the program funded under this Agreement. Exception: Any and all changes in personnel, fringe benefits and indirect cost must have prior approval of the Awarding Entity.

The recipient/subrecipient/subgrantee may transfer funds between line items if the transfer does not change the line item value by more than 10%.

The recipient/subrecipient/subgrantee may increase the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; (3) the planned placement terminations in each program activity; or (4) the individuals to be served within significant client groups as specified in the Agreement, provided that the level of funds does not exceed the cost categories of the Agreement or latest modification.

The Awarding Entity may at any time, by written order, make changes within the general scope of this Agreement. If any such change causes an increase in the cost of, or time required for, performance of any part of the program under this Agreement, whether changed or not by such order, an equitable adjustment shall be made in the Agreement

amount or completion date, or both, and the Agreement shall be modified in writing accordingly.

In accordance with these provisions herein, the Awarding Entity will not guarantee a modification to provide additional funds to cover expenditures on the part of the recipient/subrecipient/subgrantee during or after the period of this Agreement.

3.11 SUBCONTRACTING AND MONITORING

3.11.1 Sub-tier Agreements

The recipient/subrecipient/subgrantee may purchase or subcontract for the services and/or activities specified in the Program Work Statement and Budget of this Agreement only with the prior written approval of such subcontracts and subcontractors by the Awarding Entity, and in accordance with procurement requirements in the Uniform Guidance (2 CFR 200) and Appalachian Council of Governments (ACOG) procurement policy. The recipient/subrecipient/subgrantee, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the Awarding Entity is in no way liable to the subcontractor. In order to assure the Awarding Entity of strict performance of this Section, the recipient/ subrecipient/subgrantee must submit to the Awarding Entity subcontract Agreements for review upon request.

In no event shall any provision of this Section specifically be construed as relieving the recipient/subrecipient/subgrantee of the responsibility for ensuring that the performance provided under all subcontracts conforms to the terms and provisions of this Agreement.

Awarding Entity review under this Section does not constitute adoption, ratification or acceptance of the recipient's/subrecipient's/subgrantee's performance under this Agreement. The Awarding Entity does not waive any right of action which may exist or which may subsequently accrue to the Awarding Entity under this Agreement.

The recipient/subrecipient/subgrantee will ensure that its subcontractors, if any, do not subcontract for any performance or partial performance of an activity or service provided or to be provided through this Agreement.

The recipient/subrecipient/subgrantee will not subcontract for any part of its performance under this Agreement where such proposed subcontract would result in a violation of the Agreement; the Regulations promulgated under the Act; the Act itself; or any other applicable federal, state or local laws.

Grants/Subcontracts must include language to ensure that all recipients/subrecipients/subgrantees are fully aware of the Jobs for Veterans requirements and of their obligation to design and deliver services accordingly. Such language may include:

This program is subject to the provisions of the "Jobs for Veterans Act," (38 U.S.C. § 4215) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

3.11.2 Monitoring

The recipient/subrecipient/subgrantee, unless specifically relieved of this responsibility elsewhere in this Agreement, is required to monitor the program of its subcontractors, if

any, to ensure compliance with the Act and the Regulations and the provisions of the sub-agreement. All monitoring visits must be documented by written reports.

3.12 TERMINATION PROVISIONS

The performance of work under this Agreement may be terminated by the Awarding Entity, in whole or in part, for either of the following circumstances:

3.12.1 Termination for Convenience

The performance of work under the Agreement may be terminated, in whole or in part, by the Awarding Entity whenever it determines that such termination or suspension is in the best interest of the Awarding Entity. Termination of work hereunder shall be effected by delivery to the recipient/subrecipient/subgrantee of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than **ten (10) working days** after receipt of notice thereof.

Following receipt of the Notice of Termination, the recipient/subrecipient/ subgrantee shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items. In addition, the recipient/subrecipient/subgrantee shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such cancelled commitments, the recipient/subrecipient/subgrantee agrees to:

- (a) settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and
- (b) assign to the Awarding Entity, at the time and to the extent directed by the Awarding Entity, all of the rights, title, and interest of the recipient/subrecipient/subgrantee under the orders and subcontracts so terminated. The Awarding Entity shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

3.12.2 Termination for Cause

The Awarding Entity may terminate this Agreement when it has determined that the recipient/subrecipient/subgrantee has failed to provide any of the services specified or comply with any of the provisions contained in this Agreement. If the recipient/subrecipient/subgrantee fails to perform in whole or in part, or fails to make sufficient progress so as to endanger performance, the Awarding Entity will notify the recipient/subrecipient/subgrantee of such unsatisfactory performance in writing. The recipient/subrecipient/subgrantee has **ten (10) working days** in which to respond with a plan agreeable to the Awarding Entity for correction of the deficiencies. If the recipient/subrecipient/subgrantee does not respond within the appointed time, or does not respond with appropriate plans, the Awarding Entity may serve a termination notice on the recipient/subrecipient/subgrantee, which will become effective within **thirty (30) calendar days** after receipt. In the event of such termination, the Awarding Entity shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement.

The recipient/subrecipient/subgrantee shall have the right to appeal any such determination made by the Awarding Entity to the Local Workforce Development Board (LWEB) within **thirty (30) calendar days**.

- When the recipient/subrecipient/subgrantee has failed to submit his appeal within **thirty (30) calendar days** from the date of the termination notice and has failed to request extension of such time, he shall have no such right of appeal.
- In the case of state grants, the appeal will be made to the State Workforce Development Board. The same time parameters and conditions apply as those for the LWDB.

Upon termination of the Agreement, in any case where the Awarding Entity has made a determination of the amount due the recipient/ subrecipient/subgrantee, the Awarding Entity shall pay the recipient/ subrecipient/subgrantee according to the following:

- (a) if there is no right of appeal hereunder or if no timely appeal has been made, the amount so determined by the Awarding Entity; or
- (b) if an appeal has been made, the amount finally determined on such appeal.

In arriving at the amount due the recipient/subrecipient/subgrantee under this clause, there shall be deducted:

- (a) all unliquidated advance or other payments on account made to the recipient/subrecipient/subgrantee applicable to the terminated portion of this Agreements;
- (b) any claim which the Awarding Entity may have against the recipient/subrecipient/subgrantee in connection with this Agreement; and
- (c) the negotiated price for, or the proceeds from the sale of any materials, supplies or other items acquired by the subrecipient/ subgrantee, or sold, pursuant to the provisions of this clause and/or otherwise covered by or credited to the Awarding Entity.

If the termination hereunder is partial, prior to the settlement of the terminated portion of this Agreement, the recipient/subrecipient/ subgrantee may file with the Awarding Entity a request in writing for an equitable adjustment to the price or prices specified in the Agreement relating to the continued portion.

Upon termination of this Agreement for any reason, the recipient/subrecipient/subgrantee shall return to the Awarding Entity, within **thirty (30) calendar days** after receipt of a written request, all property furnished to the recipient/subrecipient/subgrantee by the U.S. Department of Labor or the Awarding Entity and all records pertaining to this Agreement and its programs. The recipient/subrecipient/subgrantee shall return such property and records in the manner prescribed by the Awarding Entity. Between the date of termination of the Agreement and the date of return of the property and records, the recipient/subrecipient/ subgrantee shall protect such property and records from damage, loss or destruction.

Otherwise, the recipient/subrecipient/subgrantee shall preserve records relating to this Agreement as provided in Section 3.8, Requirements for Records.

In cases of fraud or illegal activities, the Awarding Entity has the right to initiate the process to seize the WIOA numbered bank account or any other account which contains WIOA funds up to the amount to be returned.

3.13 AUDITS

3.13.1 Audits and Inspections

At any time during normal business hours and as often as the U.S. Department of Labor, U.S. Comptroller General, State Auditor of South Carolina or Awarding Entity may deem necessary, the recipient/ subrecipient/subgrantee shall make available for examination all of its records with respect to all matters covered by this Agreement. These agencies have the authority to audit, examine, and make copies of excerpts or transcripts from records, including all grants, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement:

- (a) the Awarding Entity shall have the authority to examine the books and records used by the recipient/subrecipient/subgrantee in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the Awarding Entity, the Awarding Entity reserves the right to withhold any or all of its funding to the recipient/subrecipient/subgrantee until such time as they do meet these standards;
- (b) the Awarding Entity shall have the authority to examine all forms and documents used including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks and other checks used by the recipient/ subrecipient/subgrantee until such time as they do meet these standards;
- (c) the Awarding Entity may require the recipient/subrecipient/subgrantee to use any or all of its accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement;
- (d) the Awarding Entity reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled or advanced in any way, tangible or intangible. Such sites may include the home office, and branch office or other locations of the recipient/subrecipient/subgrantee if such sites or the activities performed thereon have any relationship to the program covered by this Agreement;
- (e) the Awarding Entity shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property and/or equipment authorized by this Agreement; and
- (f) subject to the discretion of the Awarding Entity, certain authorized members of the Awarding Entity shall have the right to be present at any and all of the recipient's/subrecipient's/subgrantee's staff meetings, Board of Director's meetings, Advisory Committee meetings and Advisory Board meetings if an item to be discussed is an item of this Agreement.

When a fiscal or special audit determines that the recipient/subrecipient/ subgrantee has expended funds which are questioned under the criteria set forth herein, the recipient/subrecipient/ subgrantee shall be notified and given the opportunity to justify

questioned expenditures prior to the Awarding Entity's final determination of the disallowed costs, in accordance with the procedures established under WIOA.

The recipient/subrecipient/subgrantee is liable to repay such amounts from funds other than funds received under this Act, upon a determination that the improper expenditure of funds was due to willful disregard of the requirements of this Act, gross negligence or failure to observe accepted standards of administration.

3.13.2 Audit Reports

In accordance with 2 CFR 200, the recipient/subrecipient/ subgrantee must submit all finalized audit reports to the Awarding Entity within **thirty (30) calendar days** of receipt.

3.14 ASSURANCES

As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it will comply fully with the following nondiscrimination provisions, equal opportunity provisions, Public Laws and Executive Orders, including but not limited to:

- A. WIOA Section 188 (29 CFR, Part 38), which provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief, and, for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in a WIOA Title I-financially assisted program or activity;
- B. Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972, which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;
- C. Title VII of the Civil Rights Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;
- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;
- E. The Age Discrimination Act of 1975 (42 U.S.C. §6101), as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- F. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;
- G. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688), as amended, which prohibits discrimination on the basis of sex in educational programs;

- H. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;
- I. Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination in employment on the basis of genetic information;
- J. Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;
- K. Section 508 of the Rehabilitation Act (29 U.S.C. §794d), which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;
- L. Jobs for Veterans Act (38 U.S.C. §4215), which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;
- M. P.L. 113-114, Division E, Title VII, Section 743, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;
- N. P.L. 113-114, Division H, Title V, Section 505, which establishes that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
 - 1. The percentage of the total costs of the program or project which will be financed with Federal money;
 - 2. The dollar amount of Federal funds for the project or program, and
 - 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both must be complied with.

- O. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;
- P. Executive Order 13333, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that

the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. §7104(g));

- Q. Buy American Notice Requirement, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);
- R. Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997), which provides that recipients of Federal funds are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;
- S. Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009), which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;
- T. Special Requirements for Conferences and Conference Space. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;
- U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;
- V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;
- W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and
- X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3). The notice must

contain specific wording regarding the prohibited bases and the process for filing a complaint, as required by 29 CFR §38.30.

3.14.1

Affirmative Action (Executive Order 11246, as amended by Executive Order 11375, and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended)

Executive Order 11246 prohibits employment discrimination on the basis of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

Institutions or agencies with federal grants or contracts of **\$50,000 or more and 50 or more employees** are required to develop a written Affirmative Action Plan to overcome the effects of past discrimination and to facilitate optimal utilization of qualified women and minorities throughout the workforce. An Affirmative Action Plan must contain a workforce utilization analysis to identify those areas in which women and minorities are under-utilized, a review of all employment policies and practices to identify and to eliminate any sources of discrimination, and a statement of numerical goals and timetables for the correction of any under-utilization identified. Although the grant or contract may involve only one unit within the institution or agency, the Affirmative Action Plan must cover all employees throughout the institution.

Section 504 of the **Rehabilitation Act of 1973**, as amended, prohibits discrimination based on disability. **Section 503** of the Rehabilitation Act of 1973 prohibits discrimination and requires employers with federal contracts or subcontracts that exceed **\$10,000** to take affirmative action to hire, retain, and promote qualified individuals with disabilities.

The recipient/subrecipient/subgrantee will not discriminate against any employee or applicant for employment or training because of physical or mental disability in regard to any position for which the employee or applicant for employment is otherwise qualified. The recipient/ subrecipient/subgrantee shall establish an Affirmative Action Plan for outreach to, and training, placement and advancement of, individuals with disabilities in employment and training programs under the Act.

3.14.2

Veterans Employment

It is required that programs supported under section 168 of WIOA are coordinated, to the maximum extent feasible, with related programs and activities conducted under Title 38 of the United States Code.

3.14.3

Relocation

No funds provided under this title shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.

No funds provided under this title for an employment and training activity shall be used for customized or skill training, on-the-job training, or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.

3.14.4 Disputes and Court Action

The recipient/subrecipient/subgrantee, employees of the recipient/ subrecipient/ subgrantee or anyone acting on behalf of the recipient/subrecipient/subgrantee, and/or participants in any of the recipient's/subrecipient's/subgrantee's program, shall not intimidate, threaten, coerce, or discriminate against any individual or organization because the individual or organization has filed a complaint; intends to file a complaint or instituted a proceeding under the Act; testified or is about to testify; assisted or participated in any manner in an investigation, proceeding, or hearing under the Act.

3.14.5 Grievance and Hearing Procedures for Noncriminal Complaints at the Local Workforce Development Area (LWDA) (20 CFR 667.600)

Each LWDA under the Act shall establish and maintain a grievance procedure for grievances or complaints about its programs and activities from registrants, applicants, participants, subrecipients/subgrantees, and other interested parties affected by the LWDA including one-stop partners and service providers. Procedures must provide for informal resolution and a hearing. Hearings on any grievance or complaint shall be conducted and a decision shall be issued within **60 calendar days** of the filing of the grievance or complaint. Complaints arising from actions taken by the subrecipients/subgrantees with respect to investigations or monitoring reports shall be resolved in accordance with 667.500.

The LWDA hearing procedure shall include written notice of the date, time and place of the hearing; an opportunity to present evidence; a written decision and a notice of appeal rights.

The LWDA and subrecipients/subgrantees shall assure that employers, including private-for-profit employers of participants under the Act, have a grievance procedure available to the participants engaged in OJT, apprenticeships, and internships relating to the terms and conditions of employment.

Employers may operate their own grievance system or may utilize the grievance system established by the state, the LWDA or recipient/subrecipient/subgrantee except in a case where the employer is required to use a certain grievance procedure under a covered collective bargaining agreement. Then those procedures should be followed for the handling of WIOA complaints under this section. Employers shall inform participants of the grievance procedures they are to follow when the participant begins employment.

An employee grievance system shall provide for, upon request by the complainant, a review of an employer's decision by the LWDA and the State if necessary.

3.14.6 Complaints of Discrimination

Complaints of discrimination shall be handled under **29 CFR Part 38**.

3.14.7 Complaints and Reports of Criminal Fraud, Waste and Abuse

Information and complaints involving criminal fraud, waste, abuse or other criminal activity shall be reported through the US Department of Labor's Incident Reporting System, directly and immediately to the US Department of Labor Office of Inspector General, Office of Investigations, 200 Constitution Avenue, NW, Room S-5514, Washington, DC 20210, or to the Regional Inspector General for Investigations, with a copy simultaneously provided to the US Department of Labor, Employment and Training Administration. The Hotline Number is **1-800-347-3756**.

3.14.8 Non-WIOA Remedies

Whenever any person, organization, or agency believes that a recipient/subrecipient/subgrantee has engaged in conduct that violates the Act and that such conduct also violates a federal statute other than WIOA, or a state or local law; that person, organization, or agency may, with respect to the non-WIOA cause of action, institute a civil action or pursue other remedies authorized under such other federal, state or local law against the recipient/subrecipient/subgrantee, without first exhausting the remedies herein. Nothing in the Act or WIOA Regulations shall: (1) allow any person or organization to file a suit which alleges a violation of WIOA or Regulations promulgated thereunder without first exhausting the administrative remedies described herein; or (2) be construed to create a private right-of action with respect to alleged violations of WIOA or the Regulations promulgated thereunder.

3.14.9 Appeals Process

Any dispute between the Awarding Entity and the recipient/subrecipient/subgrantee concerning the terms or provisions of this Grant Agreement which constitutes a question of fact, and which is not disposed of by agreement, shall be decided by the Awarding Entity.

In connection with any appeal proceeding under this clause, the recipient/subrecipient/subgrantee shall be afforded the opportunity to be heard and to offer evidence in support of its appeal.

Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:

1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of WorkLink WDB.
2. The Executive Director will issue a written decision within 30 days. The decision shall be final and conclusive, unless the recipient/subrecipient/subgrantee furnishes the Awarding Entity with a written appeal as outlined below.
3. If dissatisfied with the decision as set forth by the Executive Director, a written appeal may be made to the WorkLink Workforce Development Board (WDB) within 14 days of receipt of decision.
4. The Chair will designate the Executive Committee or an Ad hoc Committee of at least five WorkLink WDB members to hear the appeal.
5. The WorkLink WDB will hear the appeal and render a decision within 60 days.
6. The recipient/subrecipient/subgrantee will be notified of the WorkLink WDB's decision within 20 days.

In connection with any appeal proceeding under this clause, the recipient/subrecipient/subgrantee shall be afforded the opportunity to be heard and to offer evidence in support of its appeal.

Pending final determination of a dispute, the recipient/subrecipient/subgrantee shall proceed diligently with the performance of the Agreement and in accordance with the Awarding Entity's decision, unless the Agreement is otherwise terminated by either parties. The decisions of the WorkLink WDB (appointed committee) with a written appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply

bad faith, or not supported by substantial evidence. The recipient/subrecipient/subgrantee shall notify the Awarding Entity in writing of any actions or suits filed and of any claims made against the Awarding Entity, the recipient/subrecipient/subgrantee or any of the parties involved in the implementation, administration and operation of the programs funded through this Agreement.

Appeal requests made to the WorkLink WDB must be submitted in writing as follows:

WorkLink WDB
Attn: Appeal
1376 Tiger Blvd, Ste 102
Clemson, SC 29631

3.15 OTHER STIPULATIONS

3.15.1 Other Stipulations Governing this Agreement

All powers not explicitly vested in the recipient/subrecipient/subgrantee by the terms of this Agreement remain with the Awarding Entity.

The Awarding Entity will not be obligated or liable hereunder to any party other than the recipient/subrecipient/subgrantee.

Funds received under WIOA may be expended only for purposes permitted under the provisions of the Act.

Funds made available through one Agreement or Title may not be used to support costs properly chargeable to another Agreement or Title.

3.15.2 Hold Harmless

The recipient/subrecipient/subgrantee shall hold and save the Awarding Entity, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages sustained by any person or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the recipient/subrecipient/subgrantee.

3.15.3 Non-Federal Employees

It is understood and agreed by the parties hereto that no staff member of the recipient/subrecipient/subgrantee or participant receiving funds under this Agreement shall be deemed a federal employee for any purpose or subject to provision of law relating to federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and federal employment benefits, except where specifically provided to the contrary in the Regulations promulgated under the Act.

3.15.4 Sectarian Activities (Section 188 (a)(3) and 29 CFR Part 2, subpart D)

The recipient/subrecipient/subgrantee agrees to comply with all provisions of **Section 188 of the Act** and shall require all sub-contractors to maintain compliance with this Section.

Funds received under WIOA may not be used to directly support religious instruction, worship, prayer, proselytizing, or other inherently religious practices. Except as

described below, the recipient/subrecipient/subgrantee must not employ WIOA participants to carry out the construction or maintenance of any part of any facility that is used, or is to be used for religious instruction or as a place of religious worship.

A recipient/subrecipient/subgrantee may employ WIOA participants to carry out the maintenance of a facility that is not primarily or inherently devoted to religious instruction or religious worship if the organization operating the program is part of a program or activity providing services to the participant.

29 CFR part 2, subpart D, governs the circumstances under which Department support, including under WIOA Title I financial assistance, may be used to employ or train participants in religious activities. Under that subpart, such assistance may be used for such employment or training only when the assistance is provided indirectly within the meaning of the Establishment Clause of the U.S. Constitution, and not when the assistance is provided directly. As explained in that subpart, assistance provided through an Individual Training Account is generally considered indirect, and other mechanisms may also be considered indirect. See also 20 CFR 683.255 and 683.285. 29 CFR part 2, subpart D, also contains requirements related to equal treatment of religious organizations in Department of Labor programs, and to protection of religious liberty for Department of Labor social service providers and beneficiaries.

WIOA Funds may not be used to support the dissemination of anti-religious activities, whether directly against any particular religion or religious practice in general.

3.15.5 Unionization and Political Activity

3.15.5.1 Union

- (a) No funds under this Agreement shall be used in any way to either promote or oppose unionization.
- (b) No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement which contains a Union Security Provision.
- (c) No participant in work experience may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.
- (d) No person shall be referred to or placed in an on-the-job training position affected by a labor dispute involving a work stoppage and no payments may be made to employers for the training and employment of participants in on-the-job training during the period of work stoppage.

3.15.5.2 Political Activity

- (a) The recipient/subrecipient/subgrantee may not select, reject or promote a participant or employee based on that individual's political affiliation or beliefs. The selection or advancement of employees as a reward for political services or patronage is partisan in nature; is discrimination based on political belief or affiliation; and is prohibited. There shall be no referrals for WIOA jobs, nor selection of participants or service providers, based on political affiliation.
- (b) No program-under the Act may involve political activities, including but not limited to:

- (1) participant or employee participation in partisan or non-partisan political activities in which such participant or employee represents himself/herself as a spokesperson for the WIOA program;
 - (2) participant or employee participation in partisan or non-partisan political activities during hours for which the participant or employee is paid with WIOA funds;
 - (3) employing or out-stationing participants in the office of a member of Congress or state or local legislator or any staff of a legislative committee; or
 - (4) employing or out-stationing participants in the immediate offices of any chief elected executive official, chief executive officers, or officers of a state or unit of general local government.
- (c) Neither the program nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way or to any extent, engaged in the conduct of political activities in contravention of **Chapter 15 of Title 5, United States Code**, known as the "**Hatch Act**".
- (d) No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress or to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislatures.

3.15.6 Maintenance of Effort

The recipient/subrecipient/subgrantee shall comply with **Section 181 of the Act and Section 195 of the Act** and shall ensure that all programs under the Act:

- (a) result in an increase in employment and training opportunities over those which would otherwise be available;
- (b) do not result in the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-over-time work, wages or unemployment benefits;
- (c) do not impair existing contracts for services or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed, including services normally provided by temporary, part-time or seasonal workers or through contracting such services out; or
- (d) result in the creation of jobs that are in addition to those that would be funded in the absence of assistance under the Act.

3.15.7 Lobbying (2 CFR §200.450)

No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3.15.8 **Debarment, Suspension, and Other Responsibility Matters**

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

3.15.9 **Drug-Free Workplace** (Public Law 100-690)

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

DOCUMENT CERTIFICATION

Contractual and budgetary documents and other documents committing the Councils' resources or committing the Council to a specific work program must be reviewed and approved by the appropriate Program Manager and Manager of Finance and Administration before those documents are submitted to the Executive director for signature or submitted to an external agency. This form should be completed and submitted with necessary copies of the document to the Manager of Finance and Administration. A copy of this form will be filed by the Office Manager following signature of the documents or completion of review by the Manager of Finance and Administration.

Approval of the Appropriate Program Manager:

I have reviewed the attached document

Eckerd Connects Workforce - (PYC)
PY22 Eckerd Youth Formula Grant-Letter of Intent
Revision 1 - (Extension until November 7, 2022)
Total amount= \$155,000 (includes additional 80,000)
22Y495E1

and certify that it has Name of Document
been reviewed by the
appropriate committee and/or the Council of Government's Board, if appropriate, and is
consistent with the Council's goals, work program, policies and procedures. Further, the
document complies with applicable federal laws, regulations and policies, and representations
and assurance contained therein are correct.



Program Manager

8/22/22
Date

Approval of Manager of Finance and Administration:

I have reviewed the above-named document and find that this document conforms with the
Council of Governments' fiscal policies and procedures.

Don Zimmer
Manager of Finance and Administration

8/24/22
Date

SC WORKSBRINGING EMPLOYERS
AND JOB SEEKERS TOGETHER**WORKLINK****ANDERSON·OCONEE·PICKENS**

August 22, 2022

Mr. Kal Kunkel
 Vice President of Operations
 Eckerd Workforce Services
 100 N. Starcrest Drive
 Clearwater, FL 33765

Re: PY 22 Grant Awards for Youth Program Services - **Revision 1 Extension until November 7, 2022**

Dear Mr. Kunkel:

The Executive Committee of the WorkLink Workforce Development Board (WDB) voted to award a grant agreement for Youth WIOA program services (authorized under Title I-B of the Workforce Innovation and Opportunity Act of 2014) to Eckerd Workforce Services on June 1, 2022.

Please allow this letter to serve for the following reasons:

1. To confirm that WorkLink Workforce Development Board intends to award Youth Formula Grant# # **22Y495E1** for Program Year 2022 in combination with PY 21 Youth State Resiliency Grant # 21LRY495E1 funding to equal a combined total amount up to **\$500,000** (pending youth program funds available).
2. To confirm authorization for Eckerd Connects Workforce Services to incur generally accepted program costs against the above cited Grant # **22Y495E1** extension not to exceed:
 - **\$155,000 in Youth funds total amount** (including an additional **\$80,000**) until the fully executed contract and budget are complete. Eckerd Connects Workforce Services should adhere to the budgeted line items approved by the WorkLink Board on June 1, 2022.

Funding amount outlined in item number 2 should be considered obligated to Eckerd Connects Workforce Services as of the initial letter issuance date of June 23, 2022.

The youth services provider should not make any large purchases at this time with program funds.

WorkLink WDB has made available to the youth services provider/contractor what is available to the WDB during this timeframe. Therefore, the total amount listed in number two (2) of this letter (covers July 1, 2022 - November 7, 2022 of PY 22) MUST be adhered to; WorkLink WDB will not reimburse the Youth Service Provider for any costs over the funding limits set forth in this letter. Please notify us immediately if costs reach 90% or greater of the total listed above in number two (2).

3. Eckerd Connects Workforce Services should **monitor expenditures closely** until Grant Awards can be finalized.

A proud partner of the **AmericanJobCenter** network

An Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.

1376 Tiger Blvd Suite 102 Clemson SC 29631 P. 864.646.1515 F. 864.646.2814 Relay Service Dial 711 (TTY)

SC WORKS WORKLINK

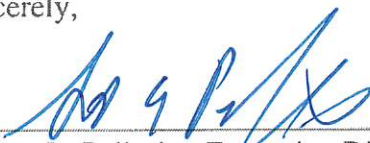
BRINGING EMPLOYERS
AND JOB SEEKERS TOGETHER

ANDERSON•OCONEE•PICKENS

The WorkLink Workforce Development Board appreciates your interest in providing services in the WorkLink Workforce Development Area, and we look forward to working with your organization in the immediate future.

If you have questions or need assistance, please call Trent Acker at 864-646-1458.

Sincerely,



Steven R. Pelissier, Executive Director
SC Appalachian Council of Governments

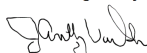
CC: Trent Acker, WorkLink Executive Director
Melanie McLane, WorkLink WDB Chair

Attachments:

- Board Approved PY22 Youth Services Budget
- Statement of Work PY22 Youth Program Services
- WIOA Terms and Conditions
- WIOA Terms and Conditions Local Addendum

Acknowledgement of Receipt:

DocuSigned by:



08/25/2022

3AF7B64AEF3A45E
J. Anthony Slyke

Date

Chief Financial Officer
Eckerd Connects Workforce Services

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DOCUMENT CERTIFICATION

Contractual and budgetary documents and other documents committing the Councils' resources or committing the Council to a specific work program must be reviewed and approved by the appropriate Program Manager and Manager of Finance and Administration before those documents are submitted to the Executive director for signature or submitted to an external agency. This form should be completed and submitted with necessary copies of the document to the Manager of Finance and Administration. A copy of this form will be filed by the Office Manager following signature of the documents or completion of review by the Manager of Finance and Administration.

Approval of the Appropriate Program Manager:

I have reviewed the attached document

Eckerd Connects Workforce - (PYC)
PY22 Eckerd Youth Formula Grant-Letter of Intent
(75,000)
22Y495E1

Name of Document

and certify that it has been reviewed by the appropriate committee and/or the Council of Government's Board, if appropriate, and is consistent with the Council's goals, work program, policies and procedures. Further, the document complies with applicable federal laws, regulations and policies, and representations and assurance contained therein are correct.



Program Manager

6/22/22
Date

Approval of Manager of Finance and Administration:

I have reviewed the above-named document and find that this document conforms with the Council of Governments' fiscal policies and procedures.



Manager of Finance and Administration

6/22/22
Date

SC WORKS | BRINGING EMPLOYERS
AND JOB SEEKERS TOGETHER
WORKLINK
ANDERSON-OCONEE-PICKENS

June 23, 2022

Mr. Kal Kunkel
Vice President of Operations
Eckerd Workforce Services
100 N. Starcrest Drive
Clearwater, FL 33765

Re: PY 22 Grant Awards for Youth Program Services

Dear Mr. Kunkel:

The Executive Committee of the WorkLink Workforce Development Board (WDB) voted to award a grant agreement for Youth WIOA program services (authorized under Title 1-B of the Workforce Innovation and Opportunity Act of 2014) to Eckerd Workforce Services on June 1, 2022.


Please allow this letter to serve for the following reasons:

1. To confirm that WorkLink Workforce Development Board intends to award Youth Formula Grant# # 22Y495E1 for Program Year 2022 in combination with PY 21 Youth State Resiliency Grant # 21LRY495E1 to equal a combined total amount of \$600,000 (pending Final Formula funds available).
2. To confirm authorization for Eckerd Connects Workforce Services to incur generally accepted program costs against the above cited Grant # 22Y495E1 extension not to exceed:
 - \$75,000 in Youth fundsuntil the fully executed contract and budget are complete. Eckerd Connects Workforce Services should adhere to the budgeted line items approved by the WorkLink Board on June 1, 2022.

Funding amount outlined in item number 2 should be considered obligated to Eckerd Connects Workforce Services as of the issuance date of this letter, **June 23, 2022**.

The youth services provider should not make any large purchases at this time with program funds.

WorkLink WDB has made available to the youth services provider/contractor what is available to the WDB during this timeframe. Therefore, the total amount listed in number two (2) of this letter (covers July and August 2022 of PY 22) MUST be adhered to; WorkLink WDB will not reimburse the Youth Service Provider for any costs over the funding limits set forth in this letter. Please notify us immediately if costs reach 90% or greater of the total listed above in number two (2).


A proud partner of the  American Job Center network
An Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
1376 Tiger Blvd Suite 102 Clemson SC 29631 P. 864.646.1515 F. 864.646.2814 Relay Service Dial 711 (TTY)

3. To confirm that WorkLink Workforce Development Board intends to award the remaining grant amount upon receipt of the final PY22 Notice of Funds Authorized (NFA) for Youth and evaluation of funding levels.
- If an unforeseen reduction occurs Eckerd Connects Workforce Services may see a reduction as well.
 - WorkLink WDB anticipates receiving the final PY22 Youth NFA prior to July 1, 2022; however, historically WorkLink WDB has seen delays in the receipt of NFAs.
 - Eckerd Connects Workforce Services should monitor expenditures closely until Grant Awards can be finalized.

The WorkLink Workforce Development Board appreciates your interest in providing services in the WorkLink Workforce Development Area, and we look forward to working with your organization in the immediate future.

If you have questions or need assistance, please call Trent Acker at 864-646-1458.

Sincerely,





Steven R. Pelissier, Executive Director
SC Appalachian Council of Governments

CC: Trent Acker, WorkLink Executive Director
Melanie McLane, WorkLink WDB Chair

Attachments:

- Board Approved PY22 Youth Services Budget
- Statement of Work PY22 Youth Program Services
- WIOA Terms and Conditions
- WIOA Terms and Conditions Local Addendum

Acknowledgement of Receipt:

 
J. Anthony Slyke Date
Chief Financial Officer
Eckerd Connects Workforce Services

To confirm that WorkLink Workforce Development Board intends to award the remaining grant amount upon receipt of the final PY22 Notice of Funds Authorized (NFA) for Youth and evaluation of funding levels.

- If an unforeseen reduction occurs Eckerd Connects Workforce Services may see a reduction as well.

ISSUANCE DATE: February 28, 2022

REQUEST FOR QUOTE: 21-WIOA-01

SUBMITTAL DEADLINE: Tuesday, April 19, 2022, 1:00 p.m.

TITLE: Workforce Innovation and Opportunity Act - Youth

Revision 3/25/2022

Pg. 26 & Pg. 27

Wednesday corrected to

Tuesday to match the date of
April 19, 2022.

REQUEST: The WorkLink Workforce Development Board serving Anderson, Oconee, and Pickens Counties will issue one Request for Proposal (RFP) by February 28, 2022. The purpose of the Request for Proposal is to competitively procure for our Local Workforce Development Area Innovative Out-of-School (age 17-24) Youth Employment and Training Services. The youth program will focus on youth that are most in-need and operate youth services under the provision and in accordance with Workforce Innovation and Opportunity Act (WIOA).

You are invited to submit a Proposal in accordance with the requirements of the solicitation contained herein.

It is requested that your Proposal be submitted to the WorkLink Workforce Development Board Office by 1:00 p.m., April 19, 2022.

The Proposals must be signed by an official authorized to bind the bidder and they must contain a statement that the request is firm for a period of at least 90 days from the date of submission.

This solicitation does not commit the SC Appalachian Council of Governments and/or WorkLink Workforce Development Board to award a Contract, to pay any costs incurred in the preparation of a Proposal or to procure or contract for the articles of goods and services. The SC Appalachian Council of Governments and/or the WorkLink Workforce Development Board reserves the right to accept or reject any or all Quotes received as a result of this Request for Proposal, to negotiate with all qualified bidders, or to cancel in part or in whole this Request if it is in the best interest of the Workforce Innovation and Opportunity Act to do so.



Trent Acker, Executive Director
WorkLink Workforce Development Board

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BACKGROUND AND GENERAL INFORMATION

Introduction/Purpose

The WorkLink Workforce Development Board (hereafter “WorkLink WDB”), serving Anderson, Oconee, and Pickens Counties will issue one Request for Proposal (RFP). The Request for Proposal is to competitively procure for our Local Workforce Development Area Innovative Out-of-School (age 17-24) Youth Employment and Training Services. The youth program will focus on youth that are most in need and operate youth services under the provision and in accordance with Workforce Innovation and Opportunity Act (WIOA) regulations and the State of South Carolina (hereafter “the State”) mandates on behalf of the Local Workforce Development Area (hereafter “LWDA”). The South Carolina Appalachian Council of Governments (ACOG), through South Carolina Department of Employment and Workforce (SCDEW), is the designated entity that will be administering the Workforce Innovation and Opportunity Act (WIOA) funds on behalf of the WorkLink WDB through a contractual/grant agreement with the selected proposer or offeror. The WorkLink WDB intends to be as inclusive as possible in this solicitation. The aim is to receive a wide variety of innovative proposals that best meet the needs of the community at large and remain effective in providing quality services during a time of pandemic and financial constraints.

President Barack Obama signed the **Workforce Innovation and Opportunity Act (WIOA)** into law on July 22, 2014. The Workforce Innovation and Opportunity Act is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. The enactment of WIOA first full program year was effective July 1, 2015. WIOA provides opportunity for reforms to ensure the American Job Center system is job-driven, responding to the needs of employers, and preparing workers for jobs that are available now and in the future. WIOA supersedes the Workforce Development Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. **The U.S. Department of Labor (DOL) has a website for the latest on WIOA regulations: www.doleta.gov/WIOA.**

In the WorkLink Area (Anderson, Oconee and Pickens Counties, SC), the WorkLink WDB and the Appalachian Council of Governments envision a system that meets the needs of residents and businesses alike. The vision of the WorkLink WDB is to have a fully employed, skilled workforce in Anderson, Oconee, and Pickens counties, South Carolina. The vision of the WorkLink Youth Committee is to have youth, educated and prepared for self-sufficiency in work and life. The mission of the WorkLink Youth Committee is to facilitate collaboration and the delivery of services for youth, leading to educational, workplace, and personal success.

Any public, private non-profit, or private for-profit organization may submit Proposals in response to this solicitation.

The timeframe for this request for proposals is July 1, 2022 - June 30, 2023, for Program Costs, including program staff, operating costs, program staff and acquisition of equipment.

Based upon funding availability and other factors, the Appalachian Council of Governments and/or WorkLink WDB may extend a contract grant resulting from this Request for Proposal if it appears to be in the best interest of the Workforce Innovation and Opportunity Act and is agreeable with the grantee. The original grant period plus applicable extensions may be less than but shall not exceed four (4) total years. Similarly, the number of participants served and/or associated costs may be increased or decreased accordingly at any time during a grant period if agreeable with the grantee or necessitated by changes in fund allocation or fund availability. Past year's performance measures (must meet or exceed) will be a critical consideration to any decision to extend a contract/grant. Negotiation must occur each year to set budgets and expected performance outcomes. When the contracting parties are unable to agree on the terms and conditions for extending a contract/grant, the alternative will be to terminate the existing contract/grant. These conditions may change pending further guidance from the State or from USDOL.

If it becomes necessary to revise any part of the Request for Proposal, all such revisions will be provided in writing to all proposers or offerors. **Verbal comments or discussion relative to this solicitation will not add, subtract, or modify any written provisions contained herein. Any alteration must be in the form of a written revision to all proposers or offerors.**

Disclaimer: WorkLink Workforce Development Board may request modification of program design or the delivery of services due to WIOA Rules and Regulations, changes in Terms and Conditions, Training and Employment Guidance Letters (TEGL), Code of Federal Regulations (CFR), Policies, Procedures, etc. at any point in the contract./grant period. Should a request for a change occur, bidding organizations or service providers must allow for any changes to be made to the program design, delivery services, or any other area identified by legislation, DOL or State guidance, and/or Local Workforce Development Board (LWDB)/Youth Committee direction. WorkLink WDB staff will assist bidding organizations or service providers in the redesign to ensure consistency and compliance with WIOA regulations and requirements, DOL, State, LWDB, and Youth Committee policy.

The Appalachian Council of Governments will administer grants awarded by the WorkLink Workforce Development Board through this Request for Proposal. The Appalachian Council of Governments will require proposers selected for funding to participate in contract/grant negotiations involving cost levels, technical correctness, and/or other necessary revisions to their proposal prior to grant finalization and execution. Negotiations may be done in person, written communication, video

conferencing when deemed necessary, or by telephone, depending on the level of involvement of the required revisions and agreements between parties. Additionally, grant amounts may be adjusted by the WorkLink Workforce Development Board and/or the Appalachian Council of Governments based on final allocation figures.

Approximate amount of funding available under this RFP is **\$600,000**.

Stevens Amendment: This solicitation is supported by the U.S. Department of Labor as part of an approximate award amount totaling \$600,000 with \$0 (0%) state, local and/or non-governmental funds.

Mandatory/Priority: At least 20 percent of the funds allocated to the local area shall be used to provide youth participants with paid and unpaid work experience activities identified on **P. 7-8 (C) (i-iv) listed under Required Program Elements for Youth Participants.**

WIOA Youth Program Description

Basic Youth Participant Eligibility Requirements

The following participant eligibility criteria are termed “Basic” because additional criteria may be required when seeking particular activities or services in other elements of the one-stop delivery system. An individual eligibility determination shall be determined by South Carolina Works Online Services (**SCWOS**) and meet the following definition.

Out-of-School Youth:

1. Not attending any school (as defined by State law)
2. An individual 16-24 years of age (the WorkLink Youth Committee’s focus will be age 17-24 at time of enrollment)
3. Reside in Anderson, Oconee, or Pickens Counties, **and**
4. Is an individual who has one or more of the following barriers:
 - a. A school dropout
 - b. A youth who is within the age within the compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
 - c. A recipient or secondary school diploma who is a low-income individual and is-
 - i. Basic skills deficient; or
 - ii. An English language learner
 - d. An offender, (an individual who is subject to the juvenile or adult justice system)
 - e. A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child

eligible for assistance under the Social Security Act, or an out-of-home placement.

- f. An individual who is pregnant or parenting
 - g. A youth who is an individual with a disability
 - h. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.
 - i. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant youth (age 17-24) in need of work-readiness skills to include soft skills, life skills, occupational skills, and lack of work experience?
- 5. Authorized to work in the United States (I-9)
 - 6. Registered for selective service (applies to males 18 and older)

In-School Youth:

- 1. Attending any school (as defined by State law) including secondary and post-secondary school
- 2. An individual 14-21 years of age (the WorkLink Youth Committee's focus will be age 18-21 at time of enrollment)
- 3. A low-income individual
- 4. Reside in Anderson, Oconee, or Pickens Counties, **and**
- 5. Is an individual who has one or more of the following barriers:
 - a. Basic skills deficient
 - b. An English language learner
 - c. An offender
 - d. A homeless individual, a homeless child or youth, a runaway, an individual in foster care or has aged out of the foster care system, a child eligible for assistance under the Social Security Act, or an out-of-home placement.
 - e. An individual who is pregnant or parenting
 - f. A youth who is an individual with a disability or
 - g. An individual who requires additional assistance to complete an educational program or to secure or hold employment.
 - h. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant youth (age 17-24) in need of work-readiness skills to

include soft skills, life skills, occupational skills, and lack of work experience?

6. Authorized to work in the United States (I-9)
7. Registered for selective service (applies to males 18 and older)

Note that the term “low-income” used with respect to an individual also includes youth living in a high-poverty area.

Required Program Elements for Youth Participants

Youth funds allocated to a local area shall be used to carry out eligible youth programs that provide:

- **Eligibility**-Under WIOA all youth participants must meet eligibility criteria. The youth participant must be certified and determined eligible for any WIOA funded program activities. Certification **must be** complete prior to enrollment.
- **Objective Assessment** - Each participant shall be provided with an objective assessment of his/her academic levels, skill levels, employment skills, prior work experience, employability, and service needs of each participant at the time of enrollment into WIOA activities. Standardized assessment tests will be used for assessment of basic skills, career interests and aptitudes (including interests and aptitudes for nontraditional jobs), and work readiness needs. Reasonable accommodations for individuals with disabilities and/or special needs will be provided to allow for participation in the assessment process. The service provider may assess supportive service needs and developmental needs of participants for the purpose of identifying appropriate services and career options.
- **Individual Service Strategy (ISS)** - Develop an individualized service strategies (ISS) with each youth participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information and that are directly linked to one (1) or more of the WIOA performance outcomes (see Youth Performance Measures Expectations, p.16). The ISS must be documented in the SCWOS System in a timely manner. The ISS will be developed **with** the participant. The ISS shall identify career pathways that include the participant’s educational and employment goals (including appropriate circumstances, nontraditional employment), appropriate services for the participant considering the objective assessment described above. The ISS is a plan that should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur. Also, included in eligible youth programs:
 - a. Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;

- b. Preparation for postsecondary educational and training opportunities;
 - c. Strong linkages between academic instruction, academic content, and occupational education that lead to the attainment of recognized postsecondary credential;
 - d. Preparation for unsubsidized employment opportunities, in appropriate cases; and
 - e. Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets;
- **Youth Applicants Not Meeting Enrollment Requirements/Referral** - Each service provider of a program of youth workforce development activities shall ensure that an eligible youth applicant who does not meet the enrollment requirements of the WIOA youth program or who cannot be served shall be referred for further assessment, as necessary. A referral to appropriate training and educational programs that have the capacity to serve the participant either on a sequential or concurrent basis to meet the basic skills and training needs of the applicant. The referral(s) must be noted in the participant's file and followed up on.
 - **Supportive Services** - Supportive services needs are those necessary to assist participants to be successful in achieving their goals. This may include transportation, childcare, dependent care, work-related tools and clothing, housing, etc. To the extent possible, programs should address supportive service needs through leveraging existing resources and other partnerships before expending WIOA funds. (20 CFR 681.570). Supportive services needs should align with the ISS plan goal(s).

Additional Fourteen (14) Youth Program Elements - The Workforce Innovation and Opportunity Act Section 129(c) (2) requires that the following fourteen (14) youth program elements are available for youth in their local area. However, a local program is not required to provide all additional youth elements to every participant. Local youth program operators must determine what youth program elements will be provided to each youth participant based on the participant's objective assessment and individualized service strategy (ISS). We envision that each youth will participate in more than one of the youth program elements required as part of any local youth program and all youth will receive twelve (12) months of follow-up services. In order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants, the key program components described above shall include youth program elements consisting of:

- (A) Tutoring, study skills training, instruction, and evidence-based drop-out prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;

- (B) Alternative secondary school services, or dropout recovery services, as appropriate;
- (C) Paid and unpaid work experiences that have as a component academic and occupational education, which may include the following types of work experience:
- i. Summer employment opportunities and other employment opportunities available throughout the school year;
 - ii. Pre-apprenticeship programs;
 - iii. Internships and job shadowing; and
 - iv. On-The-Job training opportunities;
- (D) Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area ;
- (E) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- (F) Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
- (G) Supportive services;
- (H) Adult mentoring for the period of participation and a subsequent period (after program participation), for a total of not less than 12 months;
- (I) Follow-up services for not less than 12 months after the completion of participation.
- (J) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
- (K) Financial literacy education;
- (L) Entrepreneurial skills training;
- (M) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
- (N) Activities that help youth prepare for and transition to postsecondary education and training.

General Definitions

It will be the responsibility of the proposers or offerors to have a working knowledge of the WIOA Act and Regulations and Training and Employment Guidance Letters (TEGL).

The U.S. Department of Labor (DOL) has a website for the latest on WIOA Regulations:

- www.doleta.gov/WIOA
- <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>
- <https://wdr.doleta.gov/directives/eSearch.cfm?n=tadv&q=WIOA+Youth>

Act - The Workforce Innovation and Opportunity Act (WIOA) of 2014 amends the Workforce Investment Act of 1998.

Administrative Entity - The entity (South Carolina Appalachian Council of Governments) designated by the three-county committee Chairs to administer the Workforce Innovation and Opportunity Act plan for the counties of Anderson, Oconee, and Pickens in South Carolina.

Agreement - A grant agreement, which includes the WIOA Terms and Conditions Part III (revised 11/22/2016) and WorkLink Local Addendum to Terms and Conditions Part III, between the Awarding Entity and the Grantees/Recipients or between the Grantees/Recipients and Sub-Grantees/Sub-recipients.

Basic Skills Deficient - Is defined as an individual that has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or is unable to compute or solve problems, or read, write or speak English at a level necessary to function on the job, in the individual's family, or in society. WIOA Sec.3(5) (B).

Capital Improvement - Any modification, addition, restoration, or other improvement:

- a) which increases the usefulness, productivity, or serviceable life of an existing building, structure or major item of equipment;
- b) which is classified for accounting purposes as a "fixed asset"; and
- c) the cost of which increases the recorded value of the existing building, structure or major item of equipment and is subject to depreciation.

Career Pathway - A combination of rigorous and high-quality education, training, and other services that aligns with the skill needs of industries in the economy of the State or regional economy involved. Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the "National Apprenticeship Act"). To include counseling to support an individual in achieving the individual's education and career goal; as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster. Organizes education, training, and other services to meet the needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable; enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one (1) recognized postsecondary credential; and helps an individual enter or advance within a specific occupation or occupational cluster.

Career Planning - The provision of a client-centered approach in the delivery of services designed to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce development activities and supportive services, using, where feasible, computer-based

technologies; and to provide job, education, and career counseling, as appropriate during program participation and after job placement.

Construction – The erection, installation, assembly or painting of a new structure or major addition, expansion or extension of an existing structure, and the related site preparation, excavation, filling and landscaping, or other land improvements.

Direct Grantee - The entity, usually a state or protectorate that receives WIOA funds directly from the federal government.

GAAP - Accounting rules and procedures established by authoritative bodies of convention that have evolved through custom and common usage (uniform minimum standards and guidelines). The acronym stands for Generally Accepted Accounting Principles.

In-School - An eligible youth who is attending school (as defined by State law), a low income individual and meet one or more youth barriers defined under WIOA Act Section 129(a) (1) (C).

Local Workforce Development Areas (LWDA) - The county or counties designated by the Governor to administer the Workforce Innovation and Opportunity Act in a designated area.

Out-of-School - An eligible youth who is a school dropout, or within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, a recipient of a secondary school diploma or its recognized equivalent, a low-income individual, basic skills deficient or an English language learner, and meet one or more youth barriers defined under WIOA Act Section 129(a) (1) (B).

Participant – Is a reportable individual who has satisfied all applicable program requirements for the provision of services, including eligibility determination, an objective assessment, and an individual service strategy, and received one (1) of the fourteen (14) Youth program elements identified under WIOA Act Sec.129(c) (2).

Recipient - A local area that receives grant funding from the direct grantee.

SCWOS - South Carolina Works Online Services - The Management Information System which captures participant demographic, economic and personal characteristics, services received and outcomes and the eligibility requirements for the various funding sources.

Service Provider - A public agency, a private non-profit organization, or a private-for-profit entity that delivers education, training, employment, or supportive services to WIOA participants.

Sub-recipient or Sub-grantee - The legal entity to which a sub-grant is awarded and which is accountable to the recipient or direct grantee for the use of the funds provided.

TEGL- Training and Employment Guidance Letter; issued by U S Department of Labor (USDOL). See page 8 for WIOA resources.

TEN - Training and Employment Notice; issued by USDOL.
See page 8 for WIOA resources

Vendor - An entity responsible for providing generally required goods or services to be used in the WIOA program.

Wagner-Peyser - The federal legislation to provide for the establishment of a national employment system of a public labor exchange.

Work Experience (WEX) - A short-term and/or part-time work assignment with an employer (private sector, public sector, and non-profit agency) that is subsidized or unsubsidized and which provides an individual with the opportunity to acquire skills and knowledge necessary to perform a job, including appropriate work habits and behaviors, combined with classroom or other training, including internships, and job shadowing.

Work Readiness Skills - Work Readiness Skills include world of work awareness, labor market information/knowledge, occupational information, career planning, decision making, soft skills, and job search techniques (resumes, Proposals, interviews, and follow-up letters).

Youth Committee - A subgroup within each Local Workforce Development Board (WDB); appointed by the Local WDB, in cooperation with the chief elected official(s) for the local area. The Youth Committee will have membership as designated in WIOA and will recommend youth service providers who are selected through a competitive process, provide information, assist with planning, operational, conduct oversight of eligible providers of youth activities, and other duties determined to be appropriate by the local WDB.

Key Events and Dates

Proposed timeline:

1. Contract/Grant Proposal Issued/Released	February 28, 2022
2. Bidder's Conference	March 28, 2022
3. Deadline for Receipt of Formal Proposals by WorkLink Workforce Development Board	April 19, 2022
4. Formal Review Process of Proposal Begins	April 21, 2022
5. Written Notification to Successful Bidders	May 09, 2022
6. Contract/Grant Negotiation Begins	May 12, 2022
7. Contract/Grant Issued	June 13, 2022
8. Program Year 2022 Contract Begins	July 01, 2022

SCOPE OF SERVICES

The proposer or offeror agrees to enroll and serve WIOA eligible out-of-school youth (age 17-24), as emphasized by the LWDA. Eligible youth participants must reside in Anderson, Oconee, and Pickens counties funded under the Workforce Innovation and Opportunity Act (WIOA) Title I youth program. Proposer or offeror must be capable and able to offer:

- services strategies that include labor market information, career interest, educational and employment goals using career pathways and work readiness preparation, including soft skills development and meaningful work experiences to WIOA youth participants;
- strong linkages between academic instruction and occupational education; and
- effective connections to employers in in-demand industry sectors and occupations.

Proposer or offeror must make available to all participants the fourteen (14) youth program elements, meet enrollment goals, meet or exceed federally required youth performance measures, meet budget expenditure requirements, and prioritize Work Experience opportunities for Youth. (Each local area is mandated by law to spend at least 20 percent of the funds allocated to the local area on work-based learning opportunities. To fulfill this requirement, WorkLink offers Youth participants paid and unpaid work experience and activities listed under the work experience program element; therefore, the selected provider will be required to expend Work Experience funds in a timely manner each year.) Continued contractual relationships between WorkLink and the selected service provider will be dependent on the service provider's ability to meet these requirements.

Proposer or offeror must be capable and able to provide quality services and training to WIOA youth participants including youth with disabilities according to the WIOA Act of

2014 Final Rules and Regulations in all three counties. During extenuating circumstance (i.e., Covid-19 pandemic and/or shut down, etc.), the proposer or offeror must be capable of transitioning to remote delivery of services. Proposer or offeror will be accountable to the WorkLink Workforce Development Board and Youth Committee.

It will be the responsibility of the proposer or offeror to have a working knowledge of the WIOA Act of 2014 Final Rules and Regulations and Training and Employment Guidance Letter (TEGL). **The U.S. Department of Labor (DOL) has a website for the latest on WIOA regulations: See Page 8 for WIOA resources.**

Program Design Requirements

Successful proposer or offeror who becomes a program operator for youth program activities must be able to accomplish, implement, and deliver the following program design requirements:

Case Management

Case Management must be provided to ensure all youth are successful. Case Management is a participant-centered, goal-oriented approach to the delivery of services designed to coordinate comprehensive educational, employment, and career pathway goals and plans to ensure that participants have access to necessary training and support services.

1. **Participant Recruitment and Screening.** Responsible for recruitment and screening applicants for eligibility and suitability to participate in the applicable activity and/or service under the provisions of WIOA and any contractual agreements resulting from this Request for Proposal. Proposer or offeror must develop/outline a detailed recruitment plan including outreach activities to recruit eligible youth in accordance with the youth eligibility requirements.
2. **Participant Referral.** Refer screened applicants to appropriate partner programs for determination of need for services not otherwise provided by the service provider. Proposal must demonstrate/outline in detail how the youth service provider will coordinate with other community agencies that are equipped to handle those referrals for ineligible youth that do not meet the WIOA youth eligibility requirements. See **P.7-Applicants Not Meeting Enrollment Requirement/Referral.**
3. **Participant Orientation.** Provide all youth with a WIOA program orientation regarding the full array of applicable or appropriate services that are available through WIOA Title I youth programs and all services that are available through the

SC Works Centers prior to providing services. Documentation of the orientation must be filed and maintained in the participant's official WIOA file folder. Orientation will include youth completing a Participant Rights Handout and being advised of their rights and responsibility and appeal process under the WIOA program.

4. **Objective Assessment.** Each participant shall be provided with an objective assessment of his/her academic levels, skill levels, employment skills, prior work experience, employability, and service needs at the time of enrollment into WIOA activities. Standardized assessment tests will be used for assessment of basic skills, career interests and aptitudes (including interests and aptitudes for nontraditional jobs), and work readiness needs. Reasonable accommodations for individuals with disabilities and/or special needs will be provided to allow for participation in the assessment process. The objective assessment must be documented in the South Carolina Works Online Services (SCWOS) as the first service and point of enrollment. The objective assessment is a more detailed examination of barriers to employment and results in recommendations to be incorporated into the development of a person's Individual Service Strategy (ISS). These might include a combination of the following: educational attainment; employment history; more in-depth information about basic literacy and occupational skill levels; interests; aptitudes; family and financial situation; emotional and physical health, including disabilities; attitudes toward work; motivation; and supportive service needs.
The service provider may assess supportive service needs and developmental needs of participants, for the purpose of identifying services to help individuals to make decisions about appropriate educational, employment, and career pathway goals. Meaningful service planning cannot occur without effective assessment practices.
5. **Participant Activity Codes.** Enter and maintain appropriate WIOA program activity codes in the SCWOS System in a timely manner. WorkLink will provide the activity codes, timeline, and definitions.
6. **Program/Case Closure.** Close individual cases in the SCWOS System in a timely manner when no further services are planned, expected, or identified on the ISS.
7. **Individual Service Strategy (ISS).** Develop an individualized service strategies (ISS) with each youth participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information and that are directly linked to one (1) or more of the WIOA performance outcomes (see Youth Performance Measures Expectations, p.16).

The ISS must be documented in the SCWOS System in a timely manner. The ISS will be developed with the participant. The ISS shall identify career pathways that include the participant's educational and employment goals (including appropriate circumstances, nontraditional employment), appropriate services for the participant considering the objective assessment described above. The ISS plan should describe activities, and supportive services the participant will receive to achieve those mutually agreed upon goals, objectives, and services. The ISS is a plan that should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur.

8. **Participant Goal Attainment.** Enter goal attainment of the ISS and other applicable participant related information into the SCWOS System in a timely manner. Maintain in file all pre-testing, progress testing, and post-testing documentation, grade reports, test scores, time and attendance records signed by participant and instructor or activity supervisor, documents showing skills acquired, certificates of completion issued, State certified licenses, credentials, diplomas, etc.
9. **Contractor/Grantee Staff Orientation.** Provide WIOA program orientation to all staff members funded in full or in part with WIOA funds. In addition to receiving program orientation, each funded staff member must be given a copy of the "Statement of Work" section of any contractual agreement resulting from this Request for Proposal. Documentation of staff orientation and proof of receipt of a copy of the Statement of Work must be maintained in the contractor's central file system.
10. **On-going Assessment.** Program operator will be required to provide on-going assessment of participant's capabilities and potential for obtaining educational, employment and training goals, career pathway goals, and the need for supportive services.
11. **Job Placement.** Program operator will be required to coordinate the development and maintenance of an effective job placement system and coordinate with the appropriate local SC Works Center to support the anticipated placement needs of WIOA participants.
12. **Comprehensive Case Management.** The WIOA program will be required to provide experienced case managers in sufficient amounts to meet the needs of the active WIOA participant caseload. The program operator will provide comprehensive case management services to youth participants as part of the

year-round service strategy. Youth program staff will be expected to work closely with the youth participant to provide support and guidance, address needs and barriers, solve problems, serve as role models, and assist in the attainment of the objectives and goals agreed upon in the individualized service strategies (ISS). The ISS benchmarks will be used to measure progress and will be reviewed and updated by youth program staff to arrange for needed services, identify and address concerns as they arise, and document progress made during participation.

Regular personal contact between a case manager and the youth participant is essential. The frequency of the contact is based on an assessment of the participant's needs and ISS goals as they move through the process. At a minimum, monthly contact must be made with each youth participant. More frequent contact may be needed in certain circumstances. Case managers are to provide support and intervention in time of crisis and assist in the development and implementation of a crisis plan. The youth participant should be aware that he/she has support and accountability in working to achieve his/her goals.

Documentation and monthly case notes are required and must be entered into the participant's case record and/or the SCWOS System in a timely manner. Case note summaries should detail contacts per participant, missed appointments and attempted contacts, services provided to the participant, progress, barriers, interventions, and successes of the participant, etc. All WIOA staff is expected to be informed of, and adhere to, professional standards of client confidentiality. Staff with access to or control over WIOA youth participant records or other confidential information are expected to safeguard such information.

13. **Youth Linkages/Coordination of Services**. Proposer or offeror should demonstrate a willingness and ability to coordinate and collaborate with programs and services provided by state and local education, public assistance agencies, community agencies, businesses, SC Works Centers, rehabilitation agencies, programs for the homeless, post-secondary institutions, economic development agencies, other service providers and training agencies, and such other agencies as the Governor determines to have a direct interest in the employment and training program and human resource utilization within the State.
14. **Coordinate the use of WIOA Funds when other Federal or non-Federal Funds are received by the WIOA participant**. Program operator will be required to coordinate the use of WIOA funds with other agencies providing grants or aid to WIOA participants when applicable, to prevent the use of WIOA funds for

duplication of services. In addition, the disclosure of any/all funding sources outside of WIOA funding will be required.

15. **Record of Hours Worked or Time Sheet**. Program operator will be required to maintain a record of “**Hours Worked or a Time Sheet**” on all staff members funded in full or in part with WIOA funds in any contractual agreement resulting from this Request for Proposal. Such record shall reflect actual hours worked and employee paid time off, such as vacation, sick leave, personal days, holidays, etc. during each pay period. The record of hours worked (or time sheet) shall be signed by the employee and the employee’s supervisor. The record or the time sheet must also reflect the time allocated to any/all WIOA projects, as well as any other non-WIOA projects.
16. **Professional Development of WIOA Funded Staff**. Program operator will be required to support the continued professional development of fully or partially WIOA funded staff through attendance at WIOA related professional development training opportunities and WIOA announced Service Provider meetings. Prior approval is required for training opportunities, travel, and incurred expenses outside of the Local WIOA region.

Performance Expectations

PY 21 Youth Performance Measures	Minimum Levels
Education or Training Activities or Employment in the 2 nd Quarter after Exit.	83.5 %
Education or Training Activities or Employment in the 4 th Quarter after Exit.	80.60%
Median Earnings	\$2865
Credential Attainment Rate	78.20%
Measurable Skill Gains	60.6%

These youth performance measures are for PY 21 and levels are subject to change.

Successful contractor/grantee will be notified of updated youth performance measures for PY '22 as they become available.

Program Administration Requirements

Fiscal Record Keeping

The proposer or offeror's administrative and fiscal capabilities will be assessed by a review of the completion of the Pre-Award survey, which must be completed before grants are finalized. A representative of the Appalachian Council of Governments may visit the offering entity to affirm certain items of the survey. Any serious discrepancies found will be brought to the attention to the WorkLink Workforce Development Board prior to grant finalization and could result in the cancellation of the commitment to fund.

In general, proposers or offerors who become program operators as a result of this RFP will be required to maintain records for a time period sufficient to cover Data Validation and Audits; however, not to exceed five (5) years.

Subcontracting

The proposer or offeror may purchase or subcontract for the services and/or activities specified in the Scope of Work and Budget only with the prior written approval of such subcontracts and subcontractors by the WorkLink WDB, and in accordance with procurement requirements in the U.S. Department of Labor's One Stop Comprehensive Financial Management Technical Assistance Guide, Chapter II-10 and the South Carolina Consolidated Procurement Code, as amended. The proposer or offeror, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the WorkLink WDB is in no way liable to the subcontractor. In order to ensure the proposer or offeror must submit to the WorkLink WDB subcontract agreements for review upon request.

Reporting

The successful proposer or offeror who becomes a program operator will be required to submit a Monthly Request for Payment Invoice to the WorkLink Workforce Development Board by the 10th calendar day of each month. Appropriate supporting backup documentation for the requested payment must be attached to each invoice submitted.

The successful proposer or offeror who become program operator will also be required to submit an Annual Financial Closeout Report to the Workforce Development Board by August 10th.

The Program Operator will be required to abide by all requirements of the South Carolina Works Online Services (SCWOS) Users Guide, which specifies common definitions and reporting of participant demographic, economic and personal characteristics, services received, outcomes, and the eligibility requirements for the various funding sources. Contractors will be required to collect and enter the participant personal, demographic, service activity experiences and outcome information using the SCWOS System and SCWOS forms. The WorkLink WDB Staff will provide training for program operators with regards to eligibility, reporting requirements, SCWOS forms, intensive services, case notes, performance, etc.

In addition to the contract/grant statement of work, program operators will be expected to comply with all Federal, State and Local Instruction Letter(s).

The successful contractor/grantee will be required to provide monthly, bi-monthly, or quarterly progress reports of program performance and expenditures in comparison to the deliverables agreed upon in the contract.

Successful proposers or offerors who become program operators will be required to submit accurate, current, and complete disclosure of the financial results of the WIOA contract/grant activities in accordance with SCDEW grant reporting requirements monthly. The successful proposer or offeror must report all allowable costs and activities, must identify and maintain in-house methodology for Individual Fund Tracking (IFT) for obligations, expenditures, and Individual Training Accounts (ITA) for participants. This information and reports must be available upon request by DOL, SCDEW, or WDB staff.

The successful proposer or offeror must utilize the Advanced Individual Fund Tracking Module (AIFT) in SCWOS in order to provide timely and accurate data on obligated and paid participant costs/funds spent directly on WIOA Title I participants.

The successful proposer or offeror who becomes a program operator will also be required to submit all other necessary forms, documents, and/or reports that may be required from time to time. Additionally, these forms, documents and/or reports may be altered as necessary in the future to meet requirements of the WIOA Management Information System.

Audits

In accordance with 2 CFR Part 200 and 2 CFR Part 2900, successful proposers must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

All WIOA funding will be subject to the OMB circular 2 CFR Part 200 and 2 CFR Part 2900. The successful bidder will need to be familiar with the OMB circulars, and should reference TEGL 15-14 and Implementation of Uniform Guidance Regulations for further information.

https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/1_UG%20Circulars%20DOL%20Applicability%20Chart_2021%201-3-2022.pdf

Monitoring & Evaluation

The successful proposer or offeror who becomes a program operator will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with the WIOA Final Rules and Regulations, and any contractual/grant agreement resulting from this Request for Proposal

Documents Required of Selected Bidders

Successful proposer or offeror will be required to provide the following information prior to the effective date of the grant:

1. Current fiscal statement and copy of last audit
2. Bonding agreement
3. Evidence of signatory authority
4. Financial reporting signatory authority
5. Copy of indirect cost plan and approval letter by cognizant agency
6. Suspension and debarment certification
7. Staff cost allocation plan/rate for Adult Program/Youth Program
8. Certification of drug free workplace
9. Certification of lobbying activities
10. Federal ID Number
11. List of current board members of governing body
12. Organizational chart
13. Grievance procedures
14. Staff/personnel travel policies
15. Charter and by-laws of organization
16. Banking agreements
17. Copy of General Liability Policy
18. Job Descriptions of Personnel Funded by WIOA (fully or partially)

South Carolina Law Clause

Upon award of a grant under provisions of this Request for Proposal, the entity to whom the award is made, must comply with the laws of South Carolina, which require such entity to be authorized and/or licensed to do business in the State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed to do business in the State; by submission of its signed proposal, the proposer agrees to subject itself and agency to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under any contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

Indirect Costs

All proposers or offerors who include indirect costs as a part of their proposal budget must have an indirect cost plan approved by their cognizant agency. Proposers or offerors must include a listing of all items included in the indirect cost pool.

Carryover Activities

Participants who are currently receiving services through WIOA and who will not complete them prior to June 30, 2022, must receive continued services until their service plans have been completed (subject to their adherence to the local area's satisfactory progress policy). Participants who have enrolled in WIOA, but have not received a service, must have a service strategy or employment plan completed and services provided to them in accordance with the individual service strategy. Entities

who are not currently serving as WIOA contractor/subgrantees may be required to assume responsibility for participants of an existing contractor/subgrantee. If this occurs, the specifics of this arrangement, including the associated cost for serving these participants, will be addressed in negotiations with the new service provider.

Participant Time and Attendance

The successful proposer or offeror who becomes a program operator will be required to document participant's time and attendance throughout the period the participant is receiving training or services. Participants must abide by the attendance policy of the training provider. Time sheets must be signed by the participant and verified by the case manager, classroom instructor, training, or worksite supervisor, and maintained in the participant's official WIOA file.

Participant Files

The successful proposer or offeror who becomes a program operator will be required to maintain WIOA participant files as specified in any contractual/grant agreement resulting from this Request for Proposal.

Payments Made on Behalf of Participants

Participants may be eligible to receive supportive service payments and/or incentive payments. Work Experience payments must be paid in the form of an hourly stipend to a participant that meets the Fair Labor Standard Act (FLSA) trainee criteria and participates in an established work experience with a trainee status.

The proposer or offeror contractor/grantee will be required to make sure that there are checks and balances between the maintenance of timesheets or other source documents, and the cutting and distribution of checks on behalf of the participants. Failure to document fully the basis for issuing any of the aforementioned payments made on behalf of participants may result in disallowed costs. The contractor/grantee must reimburse disallowed costs to the Local Workforce Development Area from Non-WIOA fund sources.

Insurance for Participants

1. Classroom Training -The South Carolina Department of Workforce (SCDEW) will provide Accident Insurance Coverage for WIOA participants participating in training conducted in a typical classroom training environment.
2. Work Experience and Limited Internships -The South Carolina Department of Workforce (SCDEW) will provide Accident Insurance Coverage for WIOA participants while they are participating in scheduled, supervised, or sponsored activities verifiable training conducted in a typical work experience or limited internship, if applicable (generally, training conducted on an employer's work site).
3. The proposer or offeror who becomes a contractor/grantee will be required to provide general liability insurance certificate coverage and verification obtained annually as part of compliance documents.

Refund Policy

Proposers or offerors who become contractor/grantees will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition-based training concludes early.

Type of Contract/Grant

Based on the type of proposing entity, contracts/grants may be offered to successful proposers or offerors as follows.

Funded public, private non-profit, and private for-profit entities will be offered Cost Reimbursement Contracts/Grants. Proposed profit margins may not exceed eight percent (8%) of the total requested grant amount. Criteria for profit may apply.

Reference 2 CFR Part 200 and 2 CFR Part 2900 - Procurement Guidance, Department of Labor (DOL), and South Carolina Department of Employment and Workforce (SCDEW).

WorkLink WDB has the option to extend a contract with a Service Provider pending the following caveats are met:

- The grant should not exceed four (4) total years.
- The grantee must meet or exceed performance.
- The administrative entity and the grantee must negotiate each budget year.
- The administrative entity will issue performance measures each year after negotiation with the State.

These conditions may change pending further guidance from the SCDEW or USDOL.

Criteria for Profit

Criteria for profit may be established by the LWDA. Each established criterion must be able to be verified and validated by the LWDA. Criteria for profit may be used to evaluate the proposers or offerors request for payment of profit. Payment of profit to the selected proposer or offeror may be payable on a monthly, quarterly, mid-year, or end of year (close out) basis. Criteria for profit may be negotiated with selected proposer or offeror.

Affirmative Action (Executive Order 11246, as amended by Executive Order 11375, and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended)

Executive Order 11246 prohibits employment discrimination on the basis of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Institutions or agencies with federal grants or contracts of \$50,000 or more and 50 or more employees are required to develop a written Affirmative Action Plan to overcome

the effects of past discrimination and to facilitate optimal utilization of qualified women and minorities throughout the workforce. An Affirmative Action Plan must contain a workforce utilization analysis to identify those areas in which women and minorities are under-utilized, a review of all employment policies and practices to identify and to eliminate any sources of discrimination, and a statement of numerical goals and timetables for the correction of any under-utilization identified. Although the grant or contract may involve only one unit within the institution or agency, the Affirmative Action Plan must cover all employees throughout the institution.

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination based on disability. Section 503 of the Rehabilitation Act of 1973 prohibits discrimination and requires employers with federal contracts or subcontracts that exceed \$10,000 to take affirmative action to hire, retain, and promote qualified individuals with disabilities.

The recipient/subrecipient/subgrantee will not discriminate against any employee or applicant for employment or training because of physical or mental disability in regard to any position for which the employee or applicant for employment is otherwise qualified.

The recipient/subrecipient/subgrantee shall establish an Affirmative Action Plan for outreach to, and training, placement and advancement of, individuals with disabilities in employment and training programs under the Act.

Regulations and Requirements

The recipient/sub-recipient/sub-grantee must comply with the following federal regulations and requirements:

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
3. 2 CFR Part 200 and 2 CFR Part 2900 Uniform Administrative requirements, cost principles, and audit requirements for federal awards including 2 CFR Appendix II to part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards.
4. 48 CFR Part 31 (applies to commercial organizations);
5. Section 504 of the Rehabilitation Act of 1973, as amended;
6. Section 508 of the Rehabilitation Act of 1973, as amended;
7. Age Discrimination Act of 1975, as amended;
8. Title IX of the Education Amendments of 1972, as amended;
9. "Jobs for Veterans Act," (38 U.S.C. §4215) and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule);
10. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 38) and Section 188 of the Workforce Development Act of 1998;
11. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
12. Title VI of the Civil Rights Act of 1964, as amended;

13. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
14. Equal Pay Act of 1963, as amended;
15. 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Development Act of 1998 (WIOA);
16. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
17. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
18. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
19. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

PROPOSAL GUIDELINES

General Submission and Format Instructions

Delivery of Proposal

Proposals will be received by the WorkLink Workforce Development Board until 1:00 p.m. on Tuesday, April 19, 2022. Any proposal received after the scheduled date and time will be immediately disqualified in accordance with the S.C. Consolidated Procurement Code and Regulations. Proposals may be hand delivered or mailed to:

Trent Acker, Executive Director
WorkLink Workforce Development Board
1376 Tiger Blvd., Suite 102
Clemson, SC 29631

Late proposals will not be considered regardless of the delivery method chosen by the proposer or offeror. Late proposals will not be opened and will only be returned at the request and expense of the proposer or offeror.

Number of Proposals to be Submitted Under Seal, Etc.

Each proposer or offeror is to submit an original and eight (8) typed copies of each proposal under seal. The original of each proposal should have an original signature and be clearly marked "**Original Copy**" on the outside of the binder. Each copy of the proposal should be bound in a single binder. All documentation submitted with the proposal should be bound in that single binder. Each copy should be three (3) hole punched.

The proposer or offeror is required to have typed or written on the envelope or wrapping containing the Proposal the RFP # (21-WIOA-01), the RFP date (April 19, 2022), and the program and activity for which funding is being requested. Pages of Proposals should be numbered.

An example of proper labeling of a Proposal as follows:

ABC, Inc.
100 My Road
My Town, SC 29670
RFP #21-WIOA-01, April 19, 2022
Youth Case Management

Format for Proposal

Proposals are to be prepared in a manner designed to provide a straightforward presentation of the proposer's or offeror's capability and intention to satisfy the requirements of this Request for Proposal. Therefore, the offeror's proposal must follow the RFP format as closely as possible. Failure to provide all the information requested by the Request for Proposal will result in the proposal being deemed Non-Responsive and thus eliminating it from funding consideration.

Bidder's Conference

There will be a Question/Answer session for offerors conducted virtually via Zoom on Monday, March 28, 2022 at 11:00 a.m. The purpose of the bidder's conference is to provide proposers or offerors an opportunity to present questions and/or request additional information relative to this Request for Proposal. The bidder's conference is optional and will allow proposer's/offeror's an opportunity to ask questions.

All questions and/or requests for additional information must be submitted in writing via letter, e-mail, or fax by 3:00 p.m. on Monday, March 21, 2022. This should allow WorkLink WDB staff ample time to do any necessary research and ensure that accurate information is provided at the conference. Forward questions to:

Trent Acker, Executive Director
WorkLink Workforce Development Board
1376 Tiger Blvd., Suite 102
Clemson, SC 29631
Telephone (864) 646-1458
Relay Service dial 711 (TTY)
Fax: (864) 646-2814
E-mail: tacker@worklinkweb.com

No questions or requests for additional information will be accepted after the bidder's conference is adjourned. **No questions can be answered by telephone or email at any time during the response period.**

Proposer's or Offeror's interested in attending the virtual bidder's conference should contact Sharon Crite at scrite@worklinkweb.com no later than 12:00p.m. (noon) on Monday, March 21, 2022, to receive a Zoom meeting invitation. If auxiliary aids and services are necessary for this virtual conference, requests must be made to the WorkLink Workforce Development Board staff within a reasonable period of time prior to the bidder's conference.

Any questions received will be posted on the WorkLink website.

WorkLink Website: <http://www.worklinkweb.com/welcome/request-for-proposals>

Presentations

Any proposer or offeror may be requested to make an oral presentation of their Proposal to the WorkLink Workforce Development Board's Executive Committee or Youth Committee after the Proposal opening. Such presentation provides an opportunity for the proposer or offeror to clarify their proposal and to ensure mutual understanding. The Appalachian Council of Governments staff will schedule these presentations if required.

Price Not Determinative

The WorkLink Workforce Development Board reserves the right to select such proposers or offerors which it deems appropriate and are not bound to accept any proposal based on price alone, further reserving the right to reject any and all proposals if it is deemed to be in the Local Workforce Development Area's best interest.

Appeal/Protest Policy

Proposers or offerors dissatisfied with the decisions regarding grant awards and/or other aspects of the procurement process may appeal to the WorkLink Workforce Development Board Executive Committee. A written appeal must be received within 15 days of the date of the letter notifying the proposers or offerors of the decision.

No Request Proposal Reply

Any person or entity who receives a release for WorkLink RFP # 21-WIOA-01, and elects not to submit a proposal, should send a "Letter of Non-Reply" to the WorkLink Workforce Development Board by the cited deadline for receipt of proposals 1:00 p.m., Tuesday, April 19, 2022. A "Letter of Non-Reply" should include a request to either remain on or to be removed from the Bidder's List. Individuals or entities who do not reply with either a Proposal or "Letter of Non-Reply" will be removed from the Bidder's List. Individuals or entities must submit a new request in writing to be placed on the Bidder's List.

Disclosure of Proposal Contents

Each proposal will be held in confidence and will not be revealed or discussed with competitors during the procurement process. Proposals selected for funding through this solicitation will be subject to (Freedom of Information Act (FOIA) requests once the procurement process has been completed. All materials submitted with the Proposal and the Proposal itself become the property of the WorkLink WDB and will not be returned. The WorkLink WDB reserves the right to use any or all ideas presented in any proposal. Selection or Rejection of the proposal does not affect this right.

Request for Proposal Response Package

For the proposers or offerors convenience, the Request for Proposal and its attachments are located on the website <http://www.worklinkweb.com/welcome/request-for-proposals/>. The format and sequence of the response package must be followed. Failure to provide all the information requested by the Request for Proposal will result in the proposal being deemed non-Responsive and thus eliminating it from funding consideration

Required Signature

The original proposal must be signed and dated by a representative of the entity authorized to commit to the provisions of the Request for Proposal. **Unsigned and undated proposals will be rejected as being Non-Responsive.**

Responsiveness of Proposals

1. Proposals will be reviewed for responsiveness based on the criteria established in the Proposal Guidelines, Evaluation Criteria and Rating System.
2. Proposals will be opened and the Preliminary Review for Responsiveness will be conducted by the WorkLink Workforce Development Board staff in the presence of one or more witnesses by 5:00 PM, Tuesday, April 19, 2022 in the WorkLink Office.
3. **Failure to provide all the information requested by the Request for Proposal will result in the proposal being deemed Non-Responsive and thus eliminating it from funding consideration.**

Proposal Narrative Instructions

In order to provide a clear picture of the program design, program activities/services, anticipated outcomes, and the proposer's or offeror's capability of delivering the services, please address all of the following areas in order.

- A) Executive Summary-**A brief summary highlighting such details as the number to be served, planned outcomes, and the basic program approach.
- B) Main Purpose of Program-**Similar to a mission statement and should also be a brief statement of what the program intends to accomplish.
- C) Goals/Objectives/Performance Outcomes-** Describe your recruitment process for the population to be served. At a minimum this should include the number to be served (from target groups if appropriate) and projected performance levels of performance.
- D) Target Group(s)-**If a specific group will be served by this project, identify the target group and number to be served.
- E) Staffing Plan-**Describe the range of activities to be performed by the WIOA funded employment and training program staff. A Job Title and Job Description must be provided for each WIOA-funded position included in the proposed project. If an employee in a particular position is to be partially funded by one WIOA project and partially funded by another WIOA project, a Job Title and Job Description is required for both positions. The identity by name, job title, and last four digits of the social security number is required for each employee expected to be funded with WIOA funds. If identification of applicable employees cannot be made at this time, it should be so stated, and all other required information should be included in the proposal or offer.

It is requested that youth program staff have a bachelor's degree or an associate's degree with relevant experience in an area related to human resource, sociology, psychology, business or other human service related field. A master's degree is not a requirement. Staff will be required to complete and pass their Career Development Facilitation (CDF) training within one (1) year of hire or assignment to a WIOA-funded contract. Youth program staff shall be assigned and requested to dedicate 100% of their time and focus to delivery of youth program services. Job descriptions and resumes are requested for each position, and only staff listed in the budget may be paid utilizing WIOA funds from this grant. **Staff funded with WIOA funds may only perform WIOA duties.**

For each existing staff person include in addition to education and experience information, all workshops, conferences, seminars, professional organizations, and/or other activities that staff has participated in during the past two years to stay abreast of current information, procedures, practices, regulations, technological, or programmatic operations.

For vacant staff positions, the proposer or offeror should attach a statement which addresses their commitment to hire qualified staff and ensure that staff stays current and knowledgeable in all areas associated with their job responsibilities. Special technological and computer skills possessed by staff persons are important for the efficient utilization and maintenance of the client tracking system.

F) Facilities-Describe the location where the program will operate. Satellite training sites must be included when applicable. Is the facility capable of housing the program? Is it accessible and safe? Is the facility ADA Compliant? Describe how you will ensure that all communities within the tri-county area will have access to WIOA services, include successful past experiences.

G) Partnerships-Describe any partnerships that will be used in the project. Who is involved? What are the roles and responsibilities of each partner? Include letters of support from the partners and any Memorandum of Agreements already in place. Describe how you will coordinate services and collaborate with the WIOA required partners and other added partners as appropriate.

H) Description of the Proposer or Offeror-What is the legal organizational name, the legal status, and the main purpose of the organization? How is the organization currently funded? Include the names and titles of the organizational management. Include an organizational chart showing lines of authority for the agency. If possible, include a financial statement and the last audit report. Also include the following:

- Size of organization.
- Number of years in operation.
- How this program will fit into your overall agency organization.
- Qualifications of key staff (including resume.)
- Internal structure including management and supervision to operate this program.
- Internal monitoring process to ensure program quality, customer satisfaction, and contract compliance.
- Staff development plan (including how plan was developed).
- Electronic infrastructure and information sharing capabilities that can be used for client services.

I) Experience-Outline specific programs that the organization has operated during the past two years. Give program descriptions, funding sources, performance information, and references. **(If including WIOA Youth Performance, the proposer should provide the official/confirmed PY19 and PY20 WIOA Quarterly Report Summary-4th Quarter (Rolling 4 Quarters) and/or the Annual Report of Local Area Performance data).** If the organization has not provided specific programs in the past two years outline programs with similar services. Include the following:

- Number of years for each population.

- Coordinated activities with schools, faith-based and/or community organizations, and business/employers in operating those programs and your role within those partnerships.
- Actual figures showing past experience and performance for each population in your proposal.
- Reporting documents and special projects used in past experiences.
- Performance for each population including WIOA eligibility barrier populations using:
 - Additional Required Youth Program Elements
- How you measured success including which measures were the most important indicators?
- Locations where services were provided. Describe how those locations met the accessibility, security, environmental, and literacy requirements of each population.

J) Administrative Capacity-Describe the process the organization uses to capture and report information on program participants. What monitoring and evaluation of program operations and staff are routinely carried out?

K) Fiscal Capacity-Describe the process the organization uses to capture and report fiscal information. What systems are in place to ensure fiscal accountability and appropriate expenditure of funds?

1. Describe your fiscal system and how it will ensure integrity in using these funds. Provide the most recent audit and cash management reports.
2. Describe how you plan to provide financially for the expansion needed to locate services in the three (3) counties of this region.
3. Describe your plan to implement services and the timeline you will follow if awarded the contract.

L) Subcontracts-Are there plans to subcontract with others for services or activities contained in the proposal? If so, describe the nature of those subcontracts, the subcontractor, the services, and activities to be provided by the subcontractor and the planned cost.

M) Program Description-For each Activity proposed (i.e., Eligibility, Objective Assessment, Youth Case Management, and Follow-up) describe the overall plan of service that will be made available for the population to be served. How will you make the public aware of WIOA Services for Youth? How will you recruit in-school and out-of-school youth? How will participants flow through the program?

Describe how the following activities will be provided. How will you address the emphasis on Career Pathways? Additionally, for the Youth Program how will the additional youth required elements be provided?

- Outreach/Recruitment/Orientation
- Eligibility Determination/Objective Assessment/ISS Plan
- Case Management

- Program Services
- Obtain Credential Attainment/Placement in Employment, Training, Education/Post-Secondary Education
- Follow-up (All youth must receive twelve (12) months of follow-up services).

Describe in detail what will your Case Management services include and how will you accomplish the goals of the program, in addition to achieving positive outcomes with the at-risk youth population? Also, include how much time Case Managers will spend weekly with each participant to meet the WIOA youth program requirements, WIOA regulations, guidelines, activities, and any/all additional responsibilities to accomplish positive participant outcomes and exceed or meet performance measures?

Describe in detail how you will provide work experience and hourly stipends for youth? How will you develop work sites? How will you match youth to appropriate work experience training opportunities? How will you meet the 20% work experience expenditure mandate? What innovation or process will you offer to continue work experience activity during a pandemic or extenuating circumstance? **Under the Workforce Innovation and Opportunity Act of 2014, this required youth element is mandated and should be considered a priority when developing a proposal.**

Describe in detail how you will provide work readiness preparation and soft skills? Identify what curriculum or resources will be used to provide training to the youth participant?

Describe in detail how the program operator/management will supervise/monitor all Case Management services being provided to the youth participant? Include any tools, resources, or internal controls you may utilize.

Describe how you will ensure customer satisfaction through the continuous improvement of your program operations including who will be responsible for collecting customer feedback, reviewing, and utilizing the results.

Describe in detail how you will link, coordinate, and/or collaborate with other programs and services. How will you utilize your community and business connections to benefit youth?

Describe how you will ensure participant confidentiality and privacy.

Additional Required Fourteen (14) Youth Program Elements

Proposers or offerors must demonstrate how the WIOA required fourteen (14) youth program elements will be made available to WIOA eligible youth. The

proposal must clearly indicate who will provide each of the additional required fourteen (14) youth program elements.

Proposal Budget and Program Planning Instructions

Instructions for Completing Budget Forms

The **Budget Summary** is a summary of allowable cost objectives or categories by line item.

The **Staff Salaries, Fringe Benefit and Indirect Cost Worksheet** and the **Cost and Price Analysis Worksheet** present a detailed cost and price analysis of the individual allowable cost by line item and cost objectives/categories as contained in the Budget Summary. The user of these forms should notice that the Budget Summary and the Cost and Price Analysis Worksheets are laid out in unison. With that point in mind, the Staff Salaries, Fringe Benefit and Indirect Cost Worksheet and the Cost and Price Analysis Worksheet should be completed first. The total of each appropriate line item should then be transferred to the corresponding line item on the Budget Summary. The worksheets are set up with formulas so that by filling in the yellow shaded cells, the lavender shaded cells should automatically fill in. The totals are set to fill in the Budget Summary page. If an error is detected in the worksheet formulas, please contact WorkLink to report the problem.

The proposer or offeror should fill-in appropriate lines of the Cost and Price Analysis Worksheets based on its projected personnel and non-personnel cost of operating its proposed WIOA project. One primary purpose of the Cost and Price Analysis Worksheets is to determine the proposer's or offeror's projected cost and price in operating such WIOA project; therefore, it is imperative that each applicable line and/or blank be filled in completely. Where necessary, additional information must be attached as exhibit(s) to the extent that the basis for all cost is clearly and fully identified. All pages of the Cost and Price Analysis Worksheets should be completed and attached (including blank pages) to the Budget Summary.

The **Client Flow** form is a projection of the number of the participants to be enrolled and served throughout the year. Care should be taken in completing this form. It is not anticipated that the same numbers of participants will be enrolled each month.

EVALUATION CRITERIA AND RATING SYSTEM

Evaluation Panel Briefing

The Chairperson of the Workforce Development Board (WDB) and/or Youth Committee Chair, or his/her designee, will address each of the following areas with the review panel before the evaluation process begins.

1. Conflict of Interest – Does any member of the panel have a conflict of interest by sitting on the evaluation panel? The following are examples of conflicts of interest: (1) Part ownership in company; (2) Family member works for or has part ownership in company; and/or (3) any other reason a member of the evaluation panel cannot give an impartial decision.
2. Independent Evaluation – Each member of the evaluation panel must score each and every proposal independently. Members may not confer with each other in determining a score and no two proposals can be compared to each other for the purposes of determining scores.
3. Rating Structure – The evaluation points for each award criteria will be assigned before the evaluation process begins.
4. Documentation of Scoring – Each member of the evaluation panel must support their reasoning with appropriate documentation and explanation.
5. Oral Presentation – The panel may feel that an oral presentation is necessary to reach a final decision
6. Protest Hearing – All decisions by the panel are subject to protest. Each member and/or the whole panel may be called upon to explain or defend each rating.
7. Confidentiality – Anything discussed during the whole evaluation process is to be considered confidential.

EVALUATION CRITERIA

The criteria that will be used to evaluate proposers or offerors are listed below along with their point values. A proposal must receive an aggregate score of 70 from the Review Panel in order to be considered for funding.

WEIGHT

A. Program Design Considerations

25

1. Are the target groups clearly identified and does the proposer or offeror have the ability to reach these groups? Does the proposer or offeror identify outreach and/or recruitment strategies? (Target Groups)
2. Are the facilities described adequate to serve the number of participants proposed? Are the facilities accessible and safe? Do the facilities comply with Americans with Disabilities Act requirements? (Facilities)
3. Does the proposer or offeror describe the partners that will be used? Are the roles clearly defined? Are letters of support from the partners included? (Partnerships)
4. If the proposer or offeror is subcontracting, are the agreements fully described? (Subcontracts)
5. Does the agency have the capability to provide or arrange, through coordination with SC Works Centers and other community organization/businesses, appropriate supportive services or financial assistance as specified in accordance with the participants service strategy? (Program Description)
6. Does the proposer or offeror have the capability to provide services beyond standard case management (i.e., assessment, employability skills, etc.) Does the proposer or offeror indicate its plan for monitoring participant progress? (Program Description)
7. Does the proposer or offeror have relevant program experience from the last two years included in the description?
8. Does the proposer or offeror present an acceptable plan for job development which demonstrates the ability to place skilled workers with employers seeking a skilled workforce? (Program Description)

B. Proposer or Offeror Qualifications

25

1. Does the proposer or offeror have the organizational Structure to properly administer the program proposed? (Description of Proposer or Offeror)
2. Does the proposer or offeror have the background and experience in providing training services to citizens of the local community? Does the proposer or offeror include a current organization chart and job descriptions for all budgeted staff? (Experience)
3. Does the proposed staff have the appropriate education and/or experience to provide the services outlined? Has staff participated in

workshops, conferences, seminars, professional organizations and/or other activities to stay current? For vacant positions, is the required educational and experience of applicants sufficient to enable the proposer or offeror to meet the goals of case management? (Staffing Plan)

C. Proposed Performance

20

1. Has the proposer or offeror clearly outlined the goals and objectives of the program? Has the proposer or offeror proposed outcomes which are acceptable?
2. Does the proposer or offeror have successful experience in providing intensive services to the eligible population?
3. Does the proposer or offeror have relevant program data from the last two years? If yes, provide verification of last two years of data and performance outcomes.
4. For proposer or offeror who have been awarded previous contracts/grants with the Workforce Development Board, do the results of the proposer or offeror most recent grant(s)/contracts(s) demonstrate successful performance? **(If including WIOA Youth Performance, the proposer should provide the official/confirmed PY19 and PY20 WIOA Quarterly Report Summary-4th Quarter (Rolling 4 Quarters) and/or the Annual Report of Local Area Performance data).** Has the proposer or offeror demonstrated successful service strategies, counseling, and case managing techniques as demonstrated by successful placement, monitoring, and customer satisfaction? Did the most recent monitoring of the South Carolina Department of Employment and Workforce and/or Local Workforce Development Area require correction of the proposer or offeror? If yes, has improvement been realized in the area(s) identified and/or was the plan of correction acceptable?

D. Fiscal Responsibility

10

1. Has the proposer or offeror demonstrated ability to safeguard federal funds? Does the proposer or offeror have the ability to repay disallowed costs if such disallowances are made in the monitoring or audit of the contract/grant? Does the availability of this source and the amount available provide security the Workforce Development Board needs to contract with the entity?
2. Does the proposer or offeror have a history which is not characterized by fraud or criminal activity of a significant nature? Does the proposer or offeror have a history which is not characterized by administrative deficiencies and/or disallowed costs? Does the proposer or offeror have a history which is not characterized by failure to comply with audit, monitoring, or reporting requirements that has been ongoing for two or more consecutive years?

E. Budget 10

1. Are costs reasonable in terms of the activities to be provided and the performance outcomes to be achieved?
2. Was the budget detailed and accompanied by a budget narrative?

F. General Responsiveness 10

1. Does the proposal demonstrate an understanding of information requested and conform to the requirements of the Request for Proposal?
2. Is the response complete with the items requested?
3. Is there internal consistency of data presented?
4. Is the abstract clear and concise?

RESOURCES

Workforce Innovation and Opportunity Act of 2014

It will be the responsibility of the proposers or offerors to have a working knowledge of the WIOA Act of 2014 Rules and Regulations and Training and Employment Guidance Letters (TEGL). The U.S. Department of Labor (DOL) has a website for the latest on WIOA ACT of 2014 Regulations:

- www.doleta.gov/WIOA
- <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>
- <https://wdr.doleta.gov/directives/eSearch.cfm?n=tadv&q=WIOA+Youth>

Demographics and Labor Market Information

It is recommended proposers or offerors research and review demographic and labor market information of the Local Workforce Development Area for the Counties of Anderson, Oconee, and Pickens in South Carolina.

- <https://jobs.scworks.org/vosnet/lmi/default.aspx>
- <https://lmi.dew.sc.gov/lmi%20site/CommunityProfiles.html>

Disclaimer: WorkLink Workforce Development Board may request modification of program design or the delivery of services due to WIOA Rules and Regulations, changes in Terms and Conditions, Training and Employment Guidance Letters (TEGL), Code of Federal Regulations (CFR), Policies, Procedures, etc. Should a request for a change occur, bidding organizations or service providers must allow for any changes to be made to the program design, delivery services, or any other area identified by legislation, DOL or State guidance, and/or Local Workforce Development Board/Youth Committee direction. Staff of Administrative Entity will assist bidding organizations or service providers in the redesign to ensure consistency and compliance with WIOA regulations and requirements, DOL, State, LWDB, and Youth Committee /Committee policy.

All WIOA funding will be subject to the OMB circular 2 CFR Part 200 and 2 CFR Part 2900. The successful bidder will need to be familiar with the new OMB circulars, and should reference TEGL 15-14, and Implementation of Uniform Guidance Regulations for further information.

ATTACHMENTS

- WIOA Terms and Conditions Part III
- WorkLink Local Addendum to WIOA Terms and Conditions Part III
- Proposal Signature Sheet
- Budget Forms
- Proposal Checklist
- Proposal Rating Sheet

PART III
TERMS AND CONDITIONS

3.0 LEGAL AUTHORITY

- 3.0.1 The persons signing this Grant Agreement on behalf of the parties warrant and guarantee their full authorization to execute the Grant Agreement and to legally bind the parties to all the terms, performance requirements, and provisions set forth.

3.1 AWARDING ENTITY

- 3.1.1 As the awarding entity, the Department of Employment and Workforce (DEW), has the following oversight responsibilities:
- Providing technical assistance, as requested by the Grantee or deemed necessary by DEW;
 - Conducting programmatic and financial monitoring of the Grant project;
 - Ensuring compliance with WIOA Public Law 113-128 and implementing Federal regulations, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as well as State laws and policies applicable to the Grant Agreement;
 - Disbursing funds to the Grantee to pay for allowable expenses or services provided in accordance with applicable State and Federal laws upon receipt of proper supporting documentation of disbursement amounts previously drawn down; and
 - Evaluating the Grantee against specific deliverables and performance requirements as outlined in Part I – Program Statement of Work.

3.2 FINANCIAL SYSTEM AND REPORTING

- 3.2.1 The Grantee is responsible for developing and implementing procedures and standards for reporting financial, programmatic, and customer information in the required timeframes and using the systems and formats specified by DEW.
- 3.2.2 The Grantee shall maintain fiscal records and supporting documentation for all expenditures of funds under the Grant Agreement. The Grantee must provide adequate, qualified staff to prepare required reports. Proper internal controls are required to ensure separation of duties.
- 3.2.3 Costs incurred by the Grantee prior to the start date specified in the Grant Agreement are incurred at the Grantee's own expense. Prior authorization for pre-award spending must be obtained from DEW and the US Department of Labor before any costs are incurred.
- 3.2.4 Payment by DEW of Indirect Costs incurred requires the Grantee to submit its approved Indirect Cost Rate or Acceptance of Certification of Indirect Costs from its cognizant

agency upon receipt. If DEW is the cognizant agency for the grant recipient, an Indirect Cost Rate proposal must be submitted to DEW no later than 180 days after the June 30 fiscal year end. Failure to do so may result in the disallowance of indirect costs. DEW may either disallow all indirect costs or establish a rate based upon audited historical data or such other data that have been furnished to DEW for indirect costs. (2 CFR Part 200.415(b)(2))

- 3.2.5 The Grantee is required to submit a Financial Status Report (FSR) on a monthly basis. Reports must be submitted no later than the 20th of the following month. Expenditure data is reported cumulatively through the end of each reporting period on an accrual basis.
- 3.2.6 A Request for Drawdown (RFD) must be submitted each time the Grantee wishes to draw down funds, along with proper supporting documentation of disbursements previously drawn down. The Grantee may request funds in advance to cover upcoming cash expenditures and accruals to be paid within a short period of receipt of funds (usually within three (3) business days). The Grantee's cash needs must be projected to ensure that funds are received as close as possible to the time of actual disbursement in accordance with 2 CFR Part 200.305. Cash on hand should be limited to the amount needed for immediate disbursement.
- 3.2.7 The Grantee will submit a complete Grant Closeout Report to DEW no later than sixty (60) calendar days after the grant end date. DEW will supply the closeout forms and instructions prior to grant expiration.

3.3 RECORDKEEPING

- 3.3.1 DEW, and any of its authorized representatives, must have timely and reasonable access to all Grantee records and personnel related to the Grant Agreement for the purpose of inspection, investigation, monitoring, auditing, evaluation, interview, and discussion. Further, DEW and any of its authorized representatives, have the right to copy all records pertaining to the Grant Agreement.
- 3.3.2 The Grantee shall comply with requirements for custody and retention of records as set forth in 2 CFR Part 200, as applicable. Records must be retained for no less than three years after submittal of the Grant Agreement closeout to DEW or the last request for grant records during an audit, whichever is most recent. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken (2 CFR Part 200.333).
- 3.3.3 The Grantee assures it will comply with Federal and State laws and guidelines for the handling and protection of Personally Identifiable Information, including but not limited to 2 CFR Part 200.79 and US Department of Labor Training and Employment Guidance

Letter 39-11, *Guidance on the Handling and Protection of Personally Identifiable Information (PII)*, located at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

- 3.3.4 The Grantee agrees to maintain the confidentiality of any information that identifies or may be used to identify any grant and benefit participants. The Grantee shall not disclose or re-disclose any employer or personally identifying information of the subject of the information unless permitted by law.
- 3.3.5 All releases of information shall be in accordance with State and Federal law, regulations and guidelines, including but not limited to S.C. Code Ann. § 41-29-160; the Family Privacy and Protection Act (S.C. Code Ann. § 30-2-10 et al), 20 CFR 603, and IRS Publication 1075.

3.4 PROCUREMENT

- 3.4.1 The Grantee must have written procedures for procurement transactions that comply with State regulations. Procedures may reflect applicable local laws and regulations, provided they conform to applicable Federal law and the standards identified in 2 CFR Parts 200.318 through 200.326.
- 3.4.2 Procurement standards must ensure fiscal accountability and prevent waste, fraud, and abuse. The Grantee will conduct procurement in a manner that provides full and open competition consistent with the standards of 2 C.F.R Part 200.319.

3.5 ADDITIONAL CONDITIONS AND ENFORCEMENT

- 3.5.1 The Grantee acknowledges and accepts that special additional conditions may be unilaterally imposed by DEW in accordance with 2 CFR 200.207. Such conditions may be imposed if the Grantee demonstrates one or more of the following conditions:
- a history of unsatisfactory performance;
 - financial instability;
 - management system(s) that do not meet standards prescribed in 2 CFR 200.300 et seq.;
 - noncompliance with terms and conditions of previous Federal awards or sub awards;
 - absence of responsibility disclosed as a result of ongoing evaluation of risk by DEW conducted in accordance with 2 CFR 200.331(b);
 - reports and findings from audits performed under 2 CFR Subpart F – Audit Requirements of this part or the reports and findings of any other available audits; and/or
 - inability to effectively implement statutory, regulatory, or other requirements.
- 3.5.2 If DEW determines that a grant award will be made or continued, special provisions shall address the condition identified and shall be included in the award. Such provisions may include but are not limited to:

- requiring payments on a reimbursement basis;
- withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- requiring additional, more detailed financial reports;
- requiring additional project monitoring;
- requiring the Grantee to obtain technical or management assistance and to implement corrective actions; and/or
- establishing additional prior approval.

DEW will notify the Grantee regarding the nature and reason for implementing any of the above special provisions.

3.5.3 Failure to comply with any provision of the Grant Agreement, or any applicable law or regulation, may subject the Grantee to additional enforcement actions that are determined by DEW to be appropriate under the circumstances. Such enforcement actions include but may not be limited to:

- requiring special award provisions as stated above;
- temporarily withholding cash payments pending correction of identified deficiencies, as identified in 2 CFR 200.338;
- disallowing cost (and, if appropriate, applicable matching credit) for any claim or action made that is not in compliance and require appropriate repayment or financial adjustment;
- suspending the grant award, in whole or in part, pending corrective action;
- terminating the grant award, in whole or in part;
- withholding further awards for the project or program;
- recommending to appropriate Federal officials that suspension or debarment proceedings be initiated as authorized under 2 CFR 180; and/or
- taking other remedies that may be legally available. (See 2 CFR 200.338.)

3.5.4 The Grant Agreement may be immediately terminated by DEW in whole or in part for cause or noncompliance whenever such non-compliance is material and in the best interest of the Grantee, DEW, or the US Department of Labor.

3.5.5 Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:

1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of DEW.
2. The Executive Director will issue a written decision within 30 days.
3. If dissatisfied with the decision, a written appeal may be made to the State Workforce Development Board (SWDB) within 14 days of receipt of decision.
4. The Chair will designate the Executive Committee or an Ad Hoc Committee of at least five SWDB members to hear the appeal.
5. The SWDB will hear the appeal and render a decision within 60 days.

6. The Grantee will be notified in writing of the SWDB's decision within 20 days.

3.5.6 Appeal requests made to the SWDB must be submitted in writing as follows:

South Carolina Department of Employment and Workforce
Attn: Appeals, State Workforce Development Board
1550 Gadsden Street
Columbia, SC 29201

3.6 CHANGES AND AMENDMENTS

3.6.1 Any alterations, additions, or deletions to the terms of the Grant Agreement which are required by changes in Federal or State law or regulations are automatically incorporated into the Grant Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

3.6.2 Alterations, additions, deletions, or extensions to the terms of the Grant Agreement must be modified in writing and executed by both Parties. Any other attempted changes, including oral modifications, shall be invalid.

3.6.3 To ensure effective performance under the Grant Agreement, the Parties agree that DEW may amend requirements in writing during the grant period to interpret or clarify a change in Federal or State law, rules or regulations.

3.7 ASSURANCES

3.7.1 As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it will comply fully with the following nondiscrimination provisions, equal opportunity provisions, Public Laws and Executive Orders, including but not limited to:

- A. *WIOA Section 188 (29 CFR, Part 38)*, which provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief, and, for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in a WIOA Title I-financially assisted program or activity;
- B. *Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.)*, as amended by the *Equal Employment Opportunity Act of 1972*, which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or

activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;

- C. *Title VII of the Civil Rights Act*, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;
- D. *Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)*, as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;
- E. *The Age Discrimination Act of 1975 (42 U.S.C. §6101)*, as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- F. *The Americans with Disabilities Act of 1990 (42 U.S.C. §12101)*, as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;
- G. *Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688)*, as amended, which prohibits discrimination on the basis of sex in educational programs;
- H. *Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program*, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;
- I. *Title II of the Genetic Information Nondiscrimination Act of 2008* which prohibits discrimination in employment on the basis of genetic information;
- J. *Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations* (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;
- K. *Section 508 of the Rehabilitation Act (29 U.S.C. §794d)*, which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;
- L. *Jobs for Veterans Act (38 U.S.C. §4215)*, which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor

Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;

- M. *P.L. 113-114, Division E, Title VII, Section 743*, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;
- N. *P.L. 113-114, Division H, Title V, Section 505*, which establishes that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
 - 1. The percentage of the total costs of the program or project which will be financed with Federal money;
 - 2. The dollar amount of Federal funds for the project or program, and
 - 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both must be complied with.

- O. *Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)"*, which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;
- P. *Executive Order 13333*, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. §7104(g));
- Q. *Buy American Notice Requirement*, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);
- R. *Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997)*, which provides that recipients of Federal funds are encouraged to adopt and enforce

on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;

- S. *Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009)*, which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;
- T. *Special Requirements for Conferences and Conference Space*. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;
- U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;
- V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;
- W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and
- X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3)). The notice must

contain specific wording regarding the prohibited bases and the process for filing a complaint, as required by 29 CFR §38.30.

3.8 CERTIFICATIONS

3.8.1 Lobbying (2 CFR §200.450)

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3.8.2 Debarment, Suspension, and Other Responsibility Matters

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

3.8.3 Drug-Free Workplace (Public Law 100-690)

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

WORKFORCE INNOVATION & OPPORTUNITY ACT
WorkLink WDB
Local Area Addendum
to
PART III - TERMS AND CONDITIONS
(Revised November 22, 2016)

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3.0

STATEMENT OF PURPOSE

The purpose of this Grant Agreement is to establish the general terms and conditions to which funding provided thru the SC Department of Employment and Workforce and by the SC Appalachian Council of Governments under Title I of the Workforce Innovation and Opportunity Act is subject to. The purpose of this Act is to reaffirm the role of the public workforce system, and brings together and enhances several key employment, education, and training programs; provides resources, services, and leadership tools for the public workforce system to help individuals find good jobs and stay employed and improves employer prospects for success in the global marketplace; ensures that the public workforce system operates as a comprehensive, integrated, and streamlined system to provide pathways to prosperity for those it serves; and continuously improves the quality and performance of its services.

3.1

DEFINITIONS

Act – The Workforce Innovation and Opportunity Act (WIOA) of 2014

Administrative Entity – The entity (SC Appalachian Council of Governments) designated by the Local Workforce Development Board to administer the WIOA programs.

Agreement – A grant agreement, which includes the WIOA Terms and Conditions, between the Awarding Entity and the Grantees/Recipients or between the Grantees/Recipients and Sub-Grantees/Subrecipients.

Direct Grantee – The entity, usually a state or protectorate, that receives WIOA funds directly from the federal government.

Local Workforce Development Areas (LWDA) – The county or counties designated by the Governor to administer the Workforce Innovation and Opportunity Act in a designated area.

Recipient – A local area that receives grant funding from the direct grantee.

Subrecipient or Subgrantee – The legal entity to which a subgrant is awarded and which is accountable to the recipient or direct grantee for the use of the funds provided.

Service Provider – A public agency, a private non-profit organization, or a private-for-profit entity that delivers education, training, employment or supportive services to WIOA participants.

Vendor – An entity responsible for providing generally required goods or services to be used in the WIOA program.

Participant – An individual who has been determined to be eligible to participate in and who is receiving services (except for follow-up services) under a program authorized by WIOA title I. Participation shall be deemed to commence on the first day, following determination of eligibility, on which the participant began receiving services (as defined by the Act) provided under WIOA title I.

Capital Improvement – Any modification, addition, restoration or other improvement:

- (a) which increases the usefulness, productivity, or serviceable life of an existing building, structure or major item of equipment;

- (b) which is classified for accounting purposes as a "fixed asset"; and
- (c) the cost of which increases the recorded value of the existing building, structure or major item of equipment and is subject to depreciation.

Construction – The erection, installation, assembly or painting of a new structure or major addition, expansion or extension of an existing structure, and the related site preparation, excavation, filling and landscaping, or other land improvements.

GAAP – Accounting rules and procedures established by authoritative bodies of convention that have evolved through custom and common usage (uniform minimum standards and guidelines). The acronym stands for Generally Accepted Accounting Principles.

3.2

LEGAL AUTHORITY

The Awarding Entity, recipients, and subrecipients/subgrantees assure and guarantee that they possess the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving them legal authority to enter into this Agreement; receive the funds authorized by this Agreement; and to perform the services each has obligated itself to perform under this Agreement.

The person or persons signing and executing this Agreement on behalf of the parties hereto, or representing themselves as signing and executing this Agreement on behalf of the parties hereto, do hereby warrant and guarantee that all parties involved have been fully authorized to execute the Grant Agreement and to validate and legally bind the parties hereto to all the terms, performance requirements and provisions herein set forth.

The Awarding Entity shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the recipients, subrecipients/subgrantees or the person signing the Agreement to enter into this Agreement.

3.2.1

Business Licensing/Taxation/Insurance Requirements

The recipients/ subrecipients/subgrantees will comply with all other local, state or federal applicable licensing, taxation and insurance requirements.

3.3

AWARDING ENTITY

3.3.1

Oversight Responsibilities

The Awarding Entity is responsible for the monitoring and evaluation of programs during a grant period.

- The Awarding Entity will provide technical assistance to the recipients/subrecipients/subgrantees in the areas of planning, design, delivery, and management during the course of the program.
- The Awarding Entity will note deficiencies when technical assistance is delivered and will help the recipient/subrecipient/subgrantee correct the deficiencies.
- The Awarding Entity will conduct formal programmatic and financial reviews of the recipient/subrecipient/subgrantee as necessary.

- The Awarding Entity will notify the recipient/subrecipient/subgrantee in writing of any deficiencies noted during formal reviews.
- The Awarding Entity will conduct follow-up visits to review and to assess efforts to correct deficiencies noted during formal reviews.

3.3.2 Funding Obligations

In consideration of full and satisfactory performance hereunder, the Awarding Entity shall be liable to the recipient/subrecipient/subgrantee in an amount equal to the actual costs incurred, not exceeding the face amount of this Agreement, for performances rendered hereunder subject to the following limitations:

- (a) The Awarding Entity shall not be liable to the recipient/subrecipients/ sub-grantees for expenditures made in violation of Part 683 of the Regulations promulgated under the Act, or in violation of any other regulations promulgated under the Act, or otherwise applicable.
- (b) The Awarding Entity shall not be liable to the recipient/subrecipients /sub-grantees for costs incurred or performances rendered unless such costs and performances are in strict accordance with the terms of this Agreement.
- (c) The Awarding Entity's funding obligations under this Agreement are contingent upon receipt of funds from the USDOL/State Workforce Development Area allocation guidelines governing distribution within the Awarding Entity's total jurisdiction. The Awarding Entity is in no way obligated for any funds not received nor any decrease in funding caused by required allocation formulas.

3.4 RECIPIENTS/SUBRECIPIENTS/SUBGRANTEES

3.4.1 Assurances of Compliance

It is the responsibility of the recipient/subrecipient/subgrantee to have, or to have access to, copies of the Workforce Innovation and Opportunity Act of 2014, the applicable Federal Regulations (to include CFRs) and other pertinent documents referenced in this Agreement and with which compliance is required.

The recipient/subrecipient/subgrantee shall comply with the requirements of the Act and with Federal Regulations (hereinafter called the Regulations) and any revisions thereof.

The recipient/subrecipient/subgrantee shall operate its programs under this Agreement, and shall otherwise comply with the terms of the Agreement in such a manner as to prevent or correct any breach of the Awarding Entity's agreement with SC Department of Employment and Workforce and/or the U.S. Department of Labor.

The recipient/subrecipient/subgrantee must comply with the following federal regulations and requirements:

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
3. 2 CFR 200 Uniform Administrative Requirements, cost principles, and audit requirements for federal awards, including 2 CFR Appendix II to part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards

4. 48 CFR Part 31 (applies to commercial organizations);
5. 29 CFR Part 95 refer to 2 CFR 200;
6. 29 CFR Part 97 refer to 2 CFR 200;
7. Section 504 of the Rehabilitation Act of 1973, as amended;
8. Section 508 of the Rehabilitation Act of 1973, as amended;
9. Age Discrimination Act of 1975, as amended;
10. Title IX of the Education Amendments of 1972, as amended;
11. "Jobs for Veterans Act," (38 U.S.C. §4215) and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
12. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 38);
13. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
14. Title VI of the Civil Rights Act of 1964, as amended; Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
16. Equal Pay Act of 1963, as amended;
17. 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA);
18. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
19. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
20. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
21. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

The recipient/subrecipient/subgrantee shall ensure that all its subrecipients/subgrantees comply with the federal cost principles applicable to the particular organization concerned.

3.4.2 Time of Performance

The activities specified in this Agreement are to be performed in accordance with schedules made as a part of this Agreement. All activities required and described herein shall be completed no later than the ending date of this Agreement, except as determined specifically by the Awarding Entity.

3.4.3 Satisfactory Performance

It is understood and agreed by and between the parties of this Agreement that the work is to be done to the satisfaction of the Awarding Entity. The Awarding Entity will interpret all reports and will decide the acceptability and progress of grant work, and will further decide the amount, classification and quality of kinds of work to be performed, and the amounts to be paid under this Agreement. The Awarding Entity will be the sole judge of the validity and the acceptability of claims, if any, made by the recipient/subrecipient/subgrantee, and the Awarding Entity's decision will be final, conclusive and binding on the parties concerned.

The recipient/subrecipient/subgrantee agrees that performance satisfactory to the Awarding Entity is essential to the life of this Agreement. Performance below relevant standards, as stated in the Agreement, will constitute non-compliance with the terms of this Agreement. It is the responsibility of the Awarding Entity to notify the recipient/subrecipient/subgrantee when it is not in compliance. It is the responsibility of the recipient/subrecipient/subgrantee to present a plan for corrective action including the date on which results of the corrective action may be expected, or to present just cause for modification of the performance standards.

Such plans or modifications shall be prepared and submitted in writing by the recipient/subrecipient/subgrantee to the Awarding Entity. The Awarding Entity may schedule meetings for the purpose of reviewing performance against the terms of this Agreement. All staff of the recipient/subrecipient/subgrantee performing services under this Agreement who are requested by the Awarding Entity to attend meetings shall be required by the recipient/subrecipient/subgrantee to attend such meetings as may be scheduled.

3.5

RECIPIENT/SUBRECIPIENT/SUBGRANTEE FINANCIAL MANAGEMENT SYSTEM AND RESPONSIBILITIES

The recipient/subrecipient/subgrantee shall maintain a financial management system that provides federally required records and reports that are uniform in definition, accessible to authorized federal and state staff, and verifiable for monitoring, reporting, audit, program management, and evaluation purposes. Each system, at each recipient/subrecipient/subgrantee level, shall provide fiscal control and accounting procedures that are in accordance with GAAP (Generally Accepted Accounting Principles).

The recipient/subrecipient/subgrantee must provide adequate, qualified staff to maintain the financial system and prepare the required reports. Proper internal controls are required to ensure separation of duties.

The recipient/subrecipient/subgrantee shall maintain fiscal records and supporting documentation for all expenditures of funds under this Agreement. Records must provide accurate, current, separate and complete disclosure of the status of funds received under this Agreement for each program activity by cost category including proper charging of costs and proper allocation of costs. The recipient/subrecipient/subgrantee shall maintain accounts in such a way that they are traceable to source documentation of unit transactions, and shall maintain source documentation for all transactions. Fiscal records must be adequate enough to provide a comparison of actual expenditures with budgeted amounts for each recipient/subrecipient/subgrantee.

The recipient/subrecipient/subgrantee shall establish and maintain a system by which it monitors its grants to: (1) ensure adequate financial management and compliance with Federal Regulations and the applicable provisions of this Agreement; and (2) ensure that each system is sufficient to:

- permit preparation of required reports;
- permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
- permit the tracing of program income, potential stand-in costs and other funds allowable except for funding limitations defined in the Act.

The recipient/subrecipient/subgrantee shall submit a financial report which includes a report of all costs incurred under the Agreement up to and including the last day of the month. These reports will include accruals for cost of goods and services received where payment will be made within the next 30 days. These reports are due by the tenth (10th) day of the following month, according to the terms set forth in the grant agreement.

The recipient/subrecipient/subgrantee shall notify the Awarding Entity immediately if it files for bankruptcy; is involuntarily placed in bankruptcy or receivership; is sued in any Court; or otherwise becomes insolvent and unable to comply with this Agreement.

The recipient/subrecipient/subgrantee is liable to the Awarding Entity for any money it has received for performance of the provisions of this Agreement if the Awarding Entity has suspended or terminated this Agreement for the reasons enumerated in this Agreement.

Nothing in this Section shall be so construed as to relieve the recipient/subrecipient/subgrantee of the fiscal accountability and responsibility under the applicable CFRs, the Act, Regulations and other U.S. Department of Labor regulations.

3.5.1 Method of Payment

Payment to the recipient/subrecipient/subgrantee shall not exceed the total face amount of the Agreement.

The recipient/subrecipient/subgrantee shall be reimbursed monthly for actual costs for the prior month and for accrued costs that will be paid within the next 30 days. Payments shall be requested by submitting a "Request for Payment/Fiscal Report (FSR-S)".

Request for funds will not be honored prior to receipt by the Awarding Entity of an Agreement signed by both parties.

All documents and policies must be submitted by the recipient/ subrecipient/subgrantee as requested by the Awarding Entity prior to the honoring of Requests for Payment(s).

3.5.2 Repayment and Adjustments in Payments

The recipient/subrecipient/subgrantee agrees to be responsible to repay the Awarding Entity any funds received pursuant to the Act that are not spent in strict accordance with the Act and with all applicable Federal Regulations and 2 CFR 200.

If any funds are expended by the recipient/subrecipient/subgrantee in violation of the Act, the Regulations or Grant Conditions, the Awarding Entity may require necessary adjustments in payments to the recipient/subrecipient/subgrantee on account of such unauthorized or unallowable expenditures. The Awarding Entity may request the return of unexpended funds which have been made available in order to assure that they will be used in accordance with the purpose of the Act or to prevent further unauthorized or unallowable expenditures, and may withhold funds otherwise payable under the Agreement in order to recover any unallowable amounts expended.

If no further payments would otherwise be made under the Agreement during the current or subsequent fiscal year, the Awarding Entity may request a repayment of funds used for unauthorized or unallowable expenditures. Repayments shall be made from non-WIOA funds within **thirty (30) calendar days** of receipt of such request.

3.5.3 Closeouts

The recipient/subrecipient/subgrantee will submit a complete Grant Agreement Closeout Report to be received by the Awarding Entity no later than **forty (40) calendar days** after the expiration of the Agreement. The Awarding Entity will supply the closeout forms and instructions prior to the grant ending date.

Amended closeout package(s) will not be accepted after **forty (40) calendar days** of the expiration of the grant unless adjustments are required as a result of audit findings or other valid reasons. The Awarding Entity must be contacted as soon as possible in the event that a closeout adjustment is deemed necessary after the 40 day deadline.

Any funds advanced under this Agreement by the Awarding Entity to the recipient/subrecipient/subgrantee and either unspent or otherwise not properly obligated by the recipient/subrecipient/subgrantee must be returned to the Awarding Entity within **three (3) calendar days** from the date this Agreement terminates.

3.5.4 Cash Depositories

Consistent with the national goal of expanding opportunities for minority business enterprises, each recipient/subrecipient/subgrantee is encouraged to use minority-owned banks (a bank which is owned at least 50 percent by minority group members).

Recipients/subrecipients/subgrantees are not required to maintain a separate bank account, but shall separately account for federal funds on deposit.

3.5.5 Program Income

Income under any program administered by a public or private nonprofit entity may be retained by such entity only if such income is used to continue to carry out the program. Income shall include:

- receipts from goods or services (including conferences) provided as a result of activities funded under this title;
- funds provided to a service provider under this title that are in excess of the costs associated with the services provided;
- proceeds from the sale of real property or equipment purchased with WIOA grant funds;
- interest income earned from funds received during a grant award.

For purposes of this paragraph, each entity receiving financial assistance under this title shall maintain records sufficient to determine the amount of such income received and the purposes for which such income is expended.

The addition method, described at 29 CFR 95.24 or 29 CFR 97.25(g)(2) (as appropriate), must be used for program income earned under WIOA Title I grants. When the cost of generating program income has been charged to the program, the gross amount earned must be added to the WIOA program.

The recipient/subrecipient/subgrantee may retain any program income earned by the recipient/subrecipient/subgrantee only if such income is added to the funds committed to the particular WIOA grant under which it was earned and such income is used for WIOA purposes and under the terms and conditions applicable to the use of grant funds.

3.5.6 Indirect Costs

The recipient/subrecipient/subgrantee will not be reimbursed for any indirect costs under this Agreement until the recipient/subrecipient/ subgrantee has a current Indirect Cost Agreement executed and approved by a cognizant agency of the United States

Government. Written documentation is required for an exemption of approval from the cognizant agency for the Indirect Cost Agreement. Indirect costs submitted for reimbursement must have an executed plan available for review as appropriate during regular monitoring visits.

3.5.7

Bonding Requirements for Advance Payments

Every office, director, agent or employee of the recipient/subrecipient/subgrantee that handles WIOA finances and cash received under this grant agreement must be covered under a Bond Agreement. Proof of such Bond Agreement must be provided in the compliance documents on a yearly basis.

The recipient/subrecipient/subgrantee must obtain a Fidelity Bond that meets the following qualifications:

- (a) The recipient/subrecipient/subgrantee shall be named as the insured.
- (b) The period of coverage shall be no less than one year, with a discovery period of no less than three years subsequent to cancellation or termination of the Bond.
- (c) The Bond evidencing such coverage as required under WIOA Agreement shall contain the following endorsement:

No cancellation, termination, or modification of this Bond shall take effect prior to the expiration of **thirty-five (35) days** after written notice of the cancellation, termination or modification, together with suitable identification of the Bond and named insured has been sent to the Awarding Entity at its official address.

The recipient/subrecipient/subgrantee shall ensure that its sub-contractors, if any, also maintain Bonds in accordance with this Section.

3.5.8

Legal Fees

No funds available for administrative costs under this Agreement (including an administrative cost pool) may be used by the recipient/subrecipient/subgrantee for payment of legal or other associated services unless and until the Awarding Entity receives and approves the recipient's/subrecipient's/subgrantee's certification containing, at a minimum, the following assurances:

- (a) the payments are reasonable in relation to the fees charged by other recipients/subrecipients/subgrantees providing similar services; and
- (b) the services could not be competently provided through employees of the recipient/subrecipient/subgrantee or other available state or local government employees.

In the event the Awarding Entity so requires, the recipient/subrecipient/ subgrantee shall submit supporting documents relevant to the certification in the manner and form the Awarding Entity specifies.

Legal expenses for the prosecution of claims against the federal government, including appeals to an Administrative Law Judge, are unallowable.

This Section shall not be construed as requiring the Awarding Entity's approval or disapproval of any individual who may be selected as legal counsel, or as the Awarding

Entity's approval or disapproval of the use of legal counsel in general. In the event the recipient/subrecipient/ subgrantee elects to employ legal services, such services shall be subject to the provisions of this Agreement.

3.5.9 Assignment of Interest

The recipient/subrecipient/subgrantee must obtain the prior written consent of the Awarding Entity before assigning any interest in this Agreement.

3.5.10 Meetings, Conferences and Travel Payments

Recipients of WIOA funds are governed by the requirements found in 48 CFR 31.205-46, which state that travel per diem rates and other travel rates are "considered to be reasonable and allowable only to the extent they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration (GSA), for travel in the contiguous United States..."

The Awarding Entity shall reimburse the recipient/subrecipient/subgrantee for proper travel and per diem expenses at rates which are in accordance with the recipient's/subrecipient's/subgrantee's approved "local travel policy". The recipient's/subrecipient's/subgrantee's "local travel policy" shall consist of a written statement delineating the rates that the recipient/subrecipient/ subgrantee shall use in computing travel and per diem expenses of its employees. The Awarding Entity shall review the "local travel policy" after submission by the recipient/subrecipient/ subgrantee and shall approve it after the Awarding Entity determines that it is reasonable and otherwise acceptable for the purpose of this Agreement.

Travel costs for personnel supported by the grant award are allowable when the travel is specifically related to the operation of programs under the Act. Payment for travel shall be made only as it applies to the scope of the grant, is necessary and reasonable, and follows all local travel policies.

The recipient/subrecipient/subgrantee must follow local travel policies before it can use funds received under this Agreement to pay for travel and per diem, except travel to areas designated by the Awarding Entity for consultation or training.

Budgeted expenses for meetings and/or conferences are allowable when their primary purpose is the dissemination of technical information relating to the WIOA program and when they are consistent with regular practices and local travel policies followed for other activities of the recipient/subrecipient/subgrantee. Allowable costs under WIOA grant awards must be necessary and reasonable for proper and efficient administration of the program; be justifiable; be in accordance with 2 CFR 200; and not be a general expense required to carry out the overall responsibilities of state or local government.

The Awarding Entity may schedule a meeting for the purpose of reviewing performance against the terms of this Agreement. All staff of the recipient/ subrecipient/subgrantee performing services under this Agreement who are requested by the Awarding Entity to attend meetings shall be required to attend such meetings as often as necessary.

3.5.11 Prevention of Fraud and Abuse

The recipient/subrecipient/subgrantee shall establish, maintain, and utilize internal program management procedures sufficient to provide for the effective management of all activities funded in whole or in part under this Agreement.

In addition to the requirements imposed elsewhere in this Agreement, the recipient/subrecipient/subgrantee shall ensure that sufficient, auditable, and otherwise adequate records are maintained which support the expenditure of all funds received through this Agreement. Such records shall be sufficient to allow the United States Department of Labor, the State, and the Awarding Entity to audit and monitor the recipient/subrecipient/subgrantee and shall include the maintenance of a Management Information System.

No officer, employee or agent of the recipient/subrecipient/subgrantee shall solicit or accept gratuities, favors or anything of monetary value from any supplier or potential supplier of goods or services under the Act.

The recipient/subrecipient/subgrantee shall spend no funds directly or indirectly for programs pursuant to the Act for payment of a fee for the placement of any persons in a training or employment program under this Act.

3.6 PARTICIPANT DATA SYSTEM

3.6.1 Participant Information

The recipient/subrecipient/subgrantee shall maintain a participant data system that provides a record of participant information as described therein to include:

- (a) a record of each applicant for whom an application has been completed and a formal determination of eligibility or ineligibility made;
- (b) a record of each participant's enrollment sufficient to demonstrate compliance with the eligibility criteria of a particular program, activity and other restrictions imposed by the Act; and
- (c) other information as necessary and/or as outlined in the scope of work to develop and measure the achievement of performance standards and monitor equal opportunity.

3.6.2 Recipient/Subrecipient/Subgrantee Responsibilities

Recipient/subrecipient/subgrantee responsibilities are specified in the Participant Data System (SC Works Online Services) Manual (found under Staff Resources of the system) for WIOA subrecipients/subgrantees. The procedures and forms in this manual are, hereby, incorporated into these terms and conditions. Recipient/subrecipient/subgrantee responsibilities include, but are not limited to:

- (a) preparation and submission of all necessary forms and reports required by the Awarding Entity within the time specified by the Awarding Entity;
- (b) eligibility determination and certification of applicant eligibility, as applicable;
- (c) tracking and ensuring participants' maximum in program activities, program duration and other constraints imposed by the Act;
- (d) submission of such other reports, data and information on the operation and performance of this Agreement as may be required by the Awarding Entity;
- (e) maintaining a system that provides a complete and accurate record of participant's status, characteristics, exit and employment data which shall be used by the Awarding

Entity to measure accomplishments or performance in achieving the objectives stated in this Agreement.

All reporting forms authorized and/or procedures developed by the Awarding Entity may be modified at the discretion of the Awarding Entity.

3.7 PARTICIPANT PAYMENTS, BENEFITS AND WORKING CONDITIONS

3.7.1 Payments to Participants

Needs-Related Payments (20 CFR 680.930) Needs-related payments provide financial assistance to participants for the purpose of enabling them to participate in training and are a supportive service authorized by WIOA sec. 134(d)(3). Unlike other supportive services, in order to qualify for needs-related payments a participant must be enrolled in training. For eligibility guidelines and payment determinations, reference 20 CFR 680, subpart G.

OJT Compensation - The recipient/subrecipient/subgrantee shall ensure that participants in On-the-Job Training are compensated by the employer at the same rates, including periodic increases not related to individual performance, as similarly situated employees or trainees. In no event shall compensation be less than the highest of the minimum wage prescribed under the Fair Labor Standards Act of 1938, as amended, or applicable state or local minimum wage laws.

3.7.2 Benefits and Working Conditions

Conditions of employment or training will be appropriate and reasonable with regard to the type of work; the geographical region; and proficiency of the participant.

Training and related services will be provided to the extent practical, consistent with every participant's fullest capabilities, and lead to unsubsidized employment opportunities which will enable participants to become economically self-sufficient.

Each participant in an On-the-Job Training and/or apprenticeship work-related training shall be assured of Workers' Compensation, including medical and accident, at the same level and to the same extent as others similarly employed who are covered by a Workers' Compensation statute or system.

Each participant who is employed in OJT and/or apprenticeship work-related training, where others similarly are employed and are not covered by an applicable Workers' Compensation statute, shall be provided with medical and accident insurance' benefits. Such benefits shall be adequate and comparable to the medical and accident insurance provided under the applicable State Workers' Compensation statute. Subrecipients/subgrantees are not required to provide these participants with income maintenance coverage.

Each participant enrolled in other than On-the-Job-Training or work-related activities shall be provided with adequate on-site medical and accident insurance.

Each participant prior to entering employment or training shall be informed of the name of his or her employer and of his or her rights and benefits in connection with such employment and training.

No participant will be required or permitted to work; be trained, or receive service in buildings or surroundings; or under working conditions that are unsanitary, hazardous or

dangerous to his or her health or safety. Participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices. Training will be conducted in a commercial building. Residential buildings are not considered suitable training sites. (Homes, apartments, and other domiciles currently occupied as a private residence for individuals/families are unallowable training sites.)

Unemployment Compensation costs are allowable for staff hired, in accordance with the administrative provisions of the Regulations, and for On-the-Job-Training participants to be covered for Unemployment Compensation purposes.

3.7.3 Supportive Services

Supportive services may be provided to participants through in-kind or cash assistance, or by arrangement with another human service agency, when necessary, to enable an individual to participate in activities authorized under WIOA.

3.7.4 Retirement Programs

The Act provides for temporary training and employment; therefore, the inclusion of WIOA participants in a retirement program is prohibited.

3.7.5 Child Labor

The recipient/subrecipient/subgrantee will comply with the Hazardous Occupations order issued pursuant to the Fair Labor Standards Act and set forth at **29 CFR Section 570.50 et seq.**, with respect to the employment of youth under eighteen years of age; with the Child Labor Law Standards of **29 CFR Section 570.117 et seq.**, with respect to the employment of youth aged fourteen and fifteen; and all applicable state and local child labor laws. The recipient/subrecipient/subgrantee is responsible for ensuring that its subrecipients/subgrantees, if any, maintain compliance with the laws enumerated in this Section.

3.8 REQUIREMENTS FOR RECORDS

All records required under this Agreement, the Act, Regulations and applicable Circular shall be the responsibility of recipient/subrecipient/ subgrantee. Retention of, and access to, such records shall be provided in accordance with **2 CFR 200.333**.

The recipient/subrecipient/subgrantee shall retain all records including financial, statistical, property, participant records and supporting documentation for **five (5) years** after the recipient/subrecipient/ subgrantee submits to the Awarding Entity its final expenditure report for that funding period. Records for nonexpendable property shall be retained for a period of **five (5) years** after final disposition of the property.

The recipient/subrecipient/subgrantee shall retain records beyond this period if any litigation or audit is begun or if a claim is instituted involving this Agreement covered by the records. In such instances, the recipient/ subrecipient/subgrantee shall retain records until the litigation, audit or claim has been finally resolved.

In the event of the termination of a relationship, the Awarding Entity shall be responsible for the maintenance and retention of the records of a recipient/subrecipient/subgrantee unable to retain them.

A recipient/subrecipient/subgrantee who goes out of business or is unable to retain records as described above will transfer all records above to the Awarding Entity in an

orderly manner. Each box will be labeled and in acceptable condition for storage. The Awarding Entity will inventory the contents of each box prior to or upon acceptance.

3.8.1 Substitution of Microfilm

Copies made by microfilming, scanning, photocopying, or similar methods may be substituted for the original records.

3.8.2 Right of Access to Records

The Awarding Entity; SC Department of Employment and Workforce; the U. S. Department of Labor; the Office of the Inspector General; the Comptroller General of the United States; or any of their authorized representatives have the right of timely and reasonable access to all records of the recipient/subrecipient/subgrantee that are pertinent to this Agreement.

This right also includes timely and reasonable access to recipient/subrecipient/subgrantee personnel at all levels for the purpose of interview and discussion related to such records.

The recipient/subrecipient/subgrantee understands that the right of access is not limited to the required retention period but shall last as long as the records are retained.

The recipient/subrecipient/subgrantee may not otherwise divulge registrant/participant information without permission of the registrant/ participant.

3.8.3 Fees

The recipient/subrecipient/subgrantee may charge a fee for processing a request for a record to the extent the cost is sufficient to recover the cost applicable to processing such request.

3.9 PROCUREMENT

Each recipient/subrecipient/subgrantee shall establish and implement procurement standards to ensure fiscal accountability and prevent waste, fraud and abuse in programs funded under the Act.

Each recipient/subrecipient/subgrantee shall have written procedures for procurement transactions. These procedures shall comply at a minimum with Federal and State requirements, and may reflect applicable local laws and regulations, provided that they do not conflict with WIOA policy.

Funds awarded under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from federal, state or local sources unless it is demonstrated that the WIOA-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

The recipient/subrecipient/subgrantee shall conduct procurement in a manner that provides full and open competition.

3.9.1 Methods of Procurement

The recipient/subrecipient/subgrantee shall use one of the following methods of procurement appropriate for each procurement action in accordance with its local procurement policy:

- (a) **Small Purchase Procedures:** simple and informal procurement methods for securing services, supplies or other property. This procedure must at a minimum follow the SC Consolidated Procurement Code. The recipient/subrecipient/ subgrantee will follow the Appalachian Council of Governments procurement policy as outlined below or the SC Consolidated Procurement Code, whichever is more strict. Price or rate quotations must be documented from an adequate number of qualified sources.

To fill the needs for supplies and services, the following purchasing procedures are required to be followed by the recipient/subrecipient/subgrantee for all purchases under \$15,000 (except for travel expenses, renewal of contracts, and recurring expenses, i.e. utility bills, telephone, office rent and other costs associated with approved contracts).

<\$300: An order shall be placed with a vendor most advantageous to the WIOA program. (Purchasing procedures outlined in this section may be eliminated if a term contract exists on a specific item and the contract was awarded according to regular purchasing procedures.

***Between \$300 and \$5,000:** The recipient/subrecipient/subgrantee shall obtain at least two informal quotations, if possible, and inform the WorkLink Workforce Development Board Grant point of contact of the results.*

***Between \$5,001 and \$10,000:** The recipient/subrecipient/subgrantee will obtain three (3) or more written quotations, proposals, or bids as appropriate. The bids or quotes should be based on specifications supported under the WIOA program rules and regulations, and approved by the WorkLink WDB Grant point of contact.*

***Between \$10,001 and \$15,000:** The recipient/subrecipient/subgrantee will obtain five (5) or more written quotations, proposals, or bids as appropriate based on specifications approved by the WorkLink WDB Grant point of contact.*

The recipient/subrecipient/subgrantee will award a contract, upon approval of the WorkLink WDB point of contact, to the vendor most advantageous to the WIOA program.

- (b) **Sealed Bids (Formal Advertising):** publicly solicited procurement for which a firm fixed-price contract (lump sum or unit price) or other fixed-price arrangement is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the Invitation for Bids, is the lowest in price. Bids shall be solicited from three or more responsible bidders. If bids to a solicitation are not received, the recipient/subrecipient/subgrantee may determine the fair market value from three or more Internet vendors and then proceed with the purchase.
- (c) **Competitive Proposals:** normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type of contract is awarded. Each competitive proposal process must include a documented methodology for technical evaluations and awarded to responsible offeror whose proposal is most advantageous to the program with price, technical and other factors considered. This method is generally used when conditions are not appropriate for the use of sealed bids.

Under letter (b) and letter (c): All services and equipment by the recipient/subrecipient/subgrantee in an amount of \$15,000 or more will be acquired according to the following procedures:

- *The recipient/subrecipient/subgrantee shall determine that the item or service is authorized by the budget, funds are available for purchase, and the WorkLink WDB point of contact approves the requested purchase or sub-award.*
- *The recipient/subrecipient/subgrantee shall prepare request for bids and specifications or request for proposals, list the potential vendors, and prepare proposed newspaper and other legal advertisement. The advertisements should include:*
 - *Brief scope of services;*
 - *Name and telephone of the person to contact for a copy of the RFP or bid specifications;*
 - *Deadline for submitting proposal or bids; and*
 - *Statement that the WIOA program does not discriminate.*
- *The recipient/subrecipient/subgrantee shall send out the RFP or bid to the list of vendors and advertise at a minimum in Anderson, Greenville, and Spartanburge Counties. A minimum of ten (10) calendar days must be allowed for submission of proposals or bids.*
- *The recipient/subrecipient/subgrantee shall a hold public bid opening at time and place announced, and tabulate bids. The results shall be submitted to a committee of non-biased peers selected from among management staff of partners (or their designee) and/or WDB members and/or other area subject experts. Under no circumstances should an individual be included in the committee to review and score bids that has a conflict of interest. This committee will select the best proposal.*
- *The recipient/subrecipient/subgrantee must make available all documentation to support the procurement upon request.*

(d) Non-Competitive Proposals (Sole Source): procurement through solicitation of a proposal from only one source, when that vendor has proprietary goods, or after solicitation of a number of sources, competition is determined inadequate.

Each recipient/subrecipient/subgrantee shall minimize the use of sole source procurement to the extent practicable, but in every case, the use of sole source procurement shall be justified and documented and in accordance with its procurement policies. Procurement by non-competitive proposals may be used only when the award of a grant/ contract is infeasible under small purchase procedures, sealed bids, or competitive proposals. All methods should be exhausted before a non-competitive procurement can be determined.

The recipient/subrecipient/subgrantee shall perform cost or price analysis in connection with every procurement action, including grant/contract modifications. The methods and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, the recipient/subrecipient/subgrantee shall make independent estimates before receiving bids or proposals.

Procurement under the Act shall not permit excess program income for non-profit and governmental entities or excess profit for private-for-profit entities.

The "cost plus a percentage of cost" method of procurement is prohibited under this Agreement.

The recipient/subrecipient/subgrantee shall conduct and document oversight to ensure compliance with the procurement standards, in accordance with the requirements of the WIOA Regulations.

Each recipient/subrecipient/subgrantee shall maintain records sufficient to detail the significant history of a procurement. These records shall include:

- (1) rationale for the method of procurement;
- (2) the selection of contract type; and
- (3) contractor selection or rejection and the basis for the grant/contract type.

All methods of procurement must include language to ensure that all recipients/subrecipients/subgrantees are fully aware of the Jobs for Veterans requirements and of their obligation to design and deliver services accordingly. Such language may include:

This program is subject to the provisions of the "Jobs for Veterans Act," 38 U.S.C § 4215) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

The recipient/subrecipient/subgrantee shall comply with all applicable provisions of the Act; regulations; 2 CFR 200; and issuances and Instructions from the Awarding Entity in implementing its procurement system.

Recipients/subrecipients/subgrantees should not enter into agreements/contracts/grants/awards/sub-awards or similar types of written contracts, or transfer current grant agreements for services to any organization, individual, or group without prior written permission from the WorkLink WDB.

3.9.2 Selection of Service Providers through Formal Grant Process

Each recipient/subrecipient/subgrantee, to the extent practicable, shall select service providers by using a competitive grant application process.

Awards are to be made to organizations possessing the ability to perform successfully under the terms and conditions of a proposed subgrant or contract.

Proper consideration shall be given to community-based organizations, including women's organizations, with knowledge about or experience in non-traditional training for women, which are recognized in the community in which they are to provide services.

Recipients/subrecipients/subgrantees are encouraged to utilize qualified minority firms where cost and performance of major grant work will not conflict with funding or time schedules.

Recipients/subrecipients/subgrantees should not enter into agreements/contracts/grants/awards/sub-awards or similar types of written contracts, or transfer current grant

agreements for services to any organization, individual, or group without prior written permission from the WorkLink WDB.

3.9.3 Conflict of Interest

No employee of the recipient/subrecipient/subgrantee; no member of the recipient/subrecipient/subgrantee governing board or body; and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his personal monetary interest.

The recipient/subrecipient/subgrantee agrees that none of its employees or officers has an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The recipient/subrecipient/subgrantee further agrees that in the performance of this Agreement no person having any such interest shall be employed. The recipient/subrecipient/subgrantee will establish safeguards to prevent its staff members or subcontractors from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others, particularly those with whom they have family, business or other ties. The recipient/subrecipient/subgrantee will require all subcontractors to comply with this Section as a condition of award.

As an additional limitation to any imposed by applicable state or local law, no member of any council or board which has a function related to the performance of this Agreement shall cast a vote on any matter which has a direct bearing on services to be provided by that member (or any organization which that member directly represents) or vote on any matter which would financially benefit the member of the organization which the member represents.

No non-governmental individual, institution or organization shall be paid funds provided under this Act to conduct an evaluation of any program under the Act if such individual, institution or organization is associated with that program as a consultant or technical advisor, or in any similar capacity.

The recipient/subrecipient/subgrantee shall not enter into any agreement in violation of state or local law or ordinance during the course of its performance of this Agreement.

3.9.4 Nepotism

No relative by blood, adoption or marriage of any executive or employee of the recipient/subrecipient/subgrantee shall receive favorable treatment for enrollment into services provided by, or employment with, the recipient/subrecipient/subgrantee.

The recipient/subrecipient/subgrantee shall also avoid entering into any agreements for services with a relative by blood, adoption or marriage. For the purpose of this Agreement, "relative by blood, adoption or marriage" to the sixth degree shall include: wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild, grandparents, great-grandparents and cousins within the sixth degree. When it is in the public interest for the recipient/subrecipient/subgrantee to conduct business (only for the purpose of services to be provided) with a relative, the recipient/subrecipient/subgrantee shall obtain approval

from the Awarding Entity before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

The recipient/subrecipient/subgrantee assures that all subcontractors under this Agreement will comply with the nepotism requirements and shall include these requirements in its contracts.

3.9.5 Conducting Business Involving Close Personal Friends and Associates

Executives and employees of the recipient/subrecipient/subgrantee will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates in administering the Agreement, and will exercise due diligence to avoid this influence.

3.9.6 Property Management Standards

Real property, equipment, supplies and intangible property acquired or produced by States and governmental recipient/subrecipient/subgrantee, with WIOA funds, shall be governed by the definitions and property requirements (**see Uniform Guidance at 2 CFR 200**), except that prior approval by the Department of Labor to acquire property is waived. Non-governmental recipients/subrecipients/subgrantees shall be governed by the definitions and property management standards of **2 CFR 200**, as codified by administrative regulations of the Department of Labor (**refer to 2 CFR 200**), except that prior approval by the Department of Labor to acquire property is waived.

The recipient/subrecipient/subgrantee shall follow and comply with procurement and property management procedures issued by the Awarding Entity and any future amendments, in addition to the minimum standards of its own procurement system, in the acquisition of equipment, property, supplies, maintenance, and repairs when using funds provided by the Workforce Innovation and Opportunity Act of 2014.

The recipient/subrecipient/subgrantee shall not purchase, lease, rent, trade, transfer or dispose of any non-expendable personal property without prior approval of the Awarding Entity.

A recipient/subrecipient/subgrantee shall not acquire equipment with an acquisition/unit cost of \$5,000 or more per unit without the prior, written approval of the Awarding Entity. Approval of the recipient/subrecipient/ subgrantee budget does not constitute prior approval for purchases.

The recipient/subrecipient/subgrantee shall notify the Awarding Entity immediately of acquisitions with WIOA funds. Such notification shall include the location of the property and other related acquisition information required by the Awarding Entity for inventory purposes. Expendable personal property purchased shall be maintained in accordance with the U.S. Department of Labor's One Stop Comprehensive Financial Management Technical Assistance Guide, Chapter II-11.

Subject to these provisions, the recipient/subrecipient/subgrantee shall not enter a lease-purchase agreement without prior written approval from the Awarding Entity. In the event a lease or lease-purchase agreement is entered into, the first option-to-buy right rests with the Awarding Entity. The Awarding Entity will, at its discretion, exercise option to buy and take title to the item.

In the event that the recipient/subrecipient/subgrantee is indemnified, reimbursed or otherwise compensated by a third party for any loss, destruction of or damage to the

property acquired with funds received under this Agreement, the recipient/subrecipient/subgrantee shall, as directed by the Awarding Entity, use such money to repair, renovate or replace the property; credit such proceeds against the state's liabilities to the recipient/subrecipient/subgrantee; or reimburse the Awarding Entity. In the event of damage or loss of a WIOA vehicle, the insurance payments shall be made to the Awarding Entity or entity holding title to the vehicle.

It is understood and agreed by the parties hereto that title to any non-expendable personal property furnished by the U. S. Department of Labor or the Awarding Entity to the recipient/subrecipient/subgrantee for use in connection with programs under this Agreement shall remain vested in the Awarding Entity. Title to property acquired or produced by a recipient/subrecipient/subgrantee that is a commercial organization shall vest in the Awarding Entity. It is further understood and agreed that title to non-expendable personal property purchased with funds received under this Agreement shall be vested in the Awarding Entity and records of non-expendable property purchased shall be maintained in accordance with the U.S. Department of Labor Property Management and the South Carolina WIOA Procurement Standards.

The recipient/subrecipient/subgrantee may spend funds received under this Agreement within the limits prescribed in the budget of this Agreement, subject to the other provisions of this Section, for the acquisition of or rental or leasing of supplies, equipment and materials for participants; for the rental or leasing of real property; and for equipment ordinarily provided by the employer to regular employees.

The recipient/subrecipient/subgrantee will maintain an up-to-date inventory of all WIOA property in its custody, and implement adequate maintenance procedures to keep the property in good condition.

3.10 CHANGES AND MODIFICATIONS

3.10.1 Amendments

Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal laws, or federal regulations, promulgated pursuant thereto or, by (1) State Instructions; (2) Department of Labor Field Memorandums; (3) Department of Labor WIOA Information Series; or (4) Awarding Entity Instructions are automatically incorporated into this Agreement without written amendment hereto, and shall go into effect on the date designated by the law, regulation or instruction.

If the recipient/subrecipient/subgrantee cannot conform to the changes required by federal laws, or federal regulations promulgated pursuant thereto, or by (1) State Instructions; (2) Department of Labor Field Memorandums; (3) Department of Labor WIOA Information Series; or (4) Awarding Entity Instructions, the recipient/subrecipient/subgrantee shall notify the Awarding Entity in writing no later than the effective date of such law or regulation that it cannot conform. The Awarding Entity shall then establish the standards for the termination of the recipient/subrecipient/ subgrantee programs and shall terminate the Agreement as soon as practical. The best interest of the participant shall be the primary consideration in establishing the standards for such termination.

It is understood and agreed by the parties hereto that this Agreement must at all times be in compliance with the Act and Regulations promulgated pursuant to the Act, and that changes, interpretations, and clarifications of the Act and Regulations to be made by the U.S. Department of Labor during the Agreement period will have the effect of qualifying the terms of this Agreement.

3.10.2

Modifications

Except as provided otherwise herein, any alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing and executed by both parties of this Agreement.

The recipient/subrecipient/subgrantee may transfer funds within cost categories provided:

- (a) the transfer will not increase the monetary obligations of the Awarding Entity;
- (b) the transfer will not increase the total amount allocated to any single cost category in the budget;
- (c) the transfer will not decrease the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; or (3) the individuals to be served within significant client groups of the Agreement;
- (d) the transfer will not significantly change the nature or scope of the program funded under this Agreement. Exception: Any and all changes in personnel, fringe benefits and indirect cost must have prior approval of the Awarding Entity.

The recipient/subrecipient/subgrantee may transfer funds between line items if the transfer does not change the line item value by more than 10%.

The recipient/subrecipient/subgrantee may increase the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; (3) the planned placement terminations in each program activity; or (4) the individuals to be served within significant client groups as specified in the Agreement, provided that the level of funds does not exceed the cost categories of the Agreement or latest modification.

The Awarding Entity may at any time, by written order, make changes within the general scope of this Agreement. If any such change causes an increase in the cost of, or time required for, performance of any part of the program under this Agreement, whether changed or not by such order, an equitable adjustment shall be made in the Agreement amount or completion date, or both, and the Agreement shall be modified in writing accordingly.

In accordance with these provisions herein, the Awarding Entity will not guarantee a modification to provide additional funds to cover expenditures on the part of the recipient/subrecipient/subgrantee during or after the period of this Agreement.

3.11

SUBCONTRACTING AND MONITORING

3.11.1

Sub-tier Agreements

The recipient/subrecipient/subgrantee may purchase or subcontract for the services and/or activities specified in the Program Work Statement and Budget of this Agreement only with the prior written approval of such subcontracts and subcontractors by the Awarding Entity, and in accordance with procurement requirements in the U.S. Department of Labor's One Stop Comprehensive Financial Management Technical Assistance Guide, Chapter II-10 and the South Carolina Consolidated Procurement Code, as amended. The recipient/subrecipient/subgrantee, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the Awarding Entity is in no way liable to the subcontractor. In order to

assure the Awarding Entity of strict performance of this Section, the recipient/subrecipient/subgrantee must submit to the Awarding Entity subcontract Agreements for review upon request.

In no event shall any provision of this Section specifically be construed as relieving the recipient/subrecipient/subgrantee of the responsibility for ensuring that the performance provided under all subcontracts conforms to the terms and provisions of this Agreement.

Awarding Entity review under this Section does not constitute adoption, ratification or acceptance of the recipient's/subrecipient's/subgrantee's performance under this Agreement. The Awarding Entity does not waive any right of action which may exist or which may subsequently accrue to the Awarding Entity under this Agreement.

The recipient/subrecipient/subgrantee will ensure that its subcontractors, if any, do not subcontract for any performance or partial performance of an activity or service provided or to be provided through this Agreement.

The recipient/subrecipient/subgrantee will not subcontract for any part of its performance under this Agreement where such proposed subcontract would result in a violation of the Agreement; the Regulations promulgated under the Act; the Act itself; or any other applicable federal, state or local laws.

Grants/Subcontracts must include language to ensure that all recipients/subrecipients/subgrantees are fully aware of the Jobs for Veterans requirements and of their obligation to design and deliver services accordingly. Such language may include:

This program is subject to the provisions of the "Jobs for Veterans Act," (38 U.S.C. § 4215) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

3.11.2 Monitoring

The recipient/subrecipient/subgrantee, unless specifically relieved of this responsibility elsewhere in this Agreement, is required to monitor the program of its subcontractors, if any, to ensure compliance with the Act and the Regulations and the provisions of the sub-agreement. All monitoring visits must be documented by written reports.

3.12 TERMINATION PROVISIONS

The performance of work under this Agreement may be terminated by the Awarding Entity, in whole or in part, for either of the following circumstances:

3.12.1 Termination for Convenience

The performance of work under the Agreement may be terminated, in whole or in part, by the Awarding Entity whenever it determines that such termination or suspension is in the best interest of the Awarding Entity. Termination of work hereunder shall be effected by delivery to the recipient/subrecipient/subgrantee of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than **ten (10) working days** after receipt of notice thereof.

Following receipt of the Notice of Termination, the recipient/subrecipient/ subgrantee shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items. In addition, the recipient/subrecipient/subgrantee shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such cancelled commitments, the recipient/subrecipient/subgrantee agrees to:

- (a) settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and
- (b) assign to the Awarding Entity, at the time and to the extent directed by the Awarding Entity, all of the rights, title, and interest of the recipient/subrecipient/subgrantee under the orders and subcontracts so terminated. The Awarding Entity shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

3.12.2 Termination for Cause

The Awarding Entity may terminate this Agreement when it has determined that the recipient/subrecipient/subgrantee has failed to provide any of the services specified or comply with any of the provisions contained in this Agreement. If the recipient/subrecipient/subgrantee fails to perform in whole or in part, or fails to make sufficient progress so as to endanger performance, the Awarding Entity will notify the recipient/subrecipient/subgrantee of such unsatisfactory performance in writing. The recipient/subrecipient/subgrantee has **ten (10) working days** in which to respond with a plan agreeable to the Awarding Entity for correction of the deficiencies. If the recipient/subrecipient/subgrantee does not respond within the appointed time, or does not respond with appropriate plans, the Awarding Entity may serve a termination notice on the recipient/subrecipient/subgrantee, which will become effective within **thirty (30) calendar days** after receipt. In the event of such termination, the Awarding Entity shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement.

The recipient/subrecipient/subgrantee shall have the right to appeal any such determination made by the Awarding Entity to the Local Workforce Development Board (LWEB) within **thirty (30) calendar days**.

- When the recipient/subrecipient/subgrantee has failed to submit his appeal within **thirty (30) calendar days** from the date of the termination notice and has failed to request extension of such time, he shall have no such right of appeal.
- In the case of state grants, the appeal will be made to the State Workforce Development Board. The same time parameters and conditions apply as those for the LWDB.

Upon termination of the Agreement, in any case where the Awarding Entity has made a determination of the amount due the recipient/ subrecipient/subgrantee, the Awarding Entity shall pay the recipient/ subrecipient/subgrantee according to the following:

- (a) if there is no right of appeal hereunder or if no timely appeal has been made, the amount so determined by the Awarding Entity; or

(b) if an appeal has been made, the amount finally determined on such appeal.

In arriving at the amount due the recipient/subrecipient/subgrantee under this clause, there shall be deducted:

- (a) all unliquidated advance or other payments on account made to the recipient/subrecipient/subgrantee applicable to the terminated portion of this Agreements;
- (b) any claim which the Awarding Entity may have against the recipient/subrecipient/subgrantee in connection with this Agreement; and
- (c) the negotiated price for, or the proceeds from the sale of any materials, supplies or other items acquired by the subrecipient/ subgrantee, or sold, pursuant to the provisions of this clause and/or otherwise covered by or credited to the Awarding Entity.

If the termination hereunder is partial, prior to the settlement of the terminated portion of this Agreement, the recipient/subrecipient/ subgrantee may file with the Awarding Entity a request in writing for an equitable adjustment to the price or prices specified in the Agreement relating to the continued portion.

Upon termination of this Agreement for any reason, the recipient/subrecipient/subgrantee shall return to the Awarding Entity, within **thirty (30) calendar days** after receipt of a written request, all property furnished to the recipient/subrecipient/subgrantee by the U.S. Department of Labor or the Awarding Entity and all records pertaining to this Agreement and its programs. The recipient/subrecipient/subgrantee shall return such property and records in the manner prescribed by the Awarding Entity. Between the date of termination of the Agreement and the date of return of the property and records, the recipient/subrecipient/ subgrantee shall protect such property and records from damage, loss or destruction.

Otherwise, the recipient/subrecipient/subgrantee shall preserve records relating to this Agreement as provided in Section 3.8, Requirements for Records.

In cases of fraud or illegal activities, the Awarding Entity has the right to initiate the process to seize the WIOA numbered bank account or any other account which contains WIOA funds up to the amount to be returned.

3.13 AUDITS

3.13.1 Audits and Inspections

At any time during normal business hours and as often as the U.S. Department of Labor, U.S. Comptroller General, State Auditor of South Carolina or Awarding Entity may deem necessary, the recipient/ subrecipient/subgrantee shall make available for examination all of its records with respect to all matters covered by this Agreement. These agencies have the authority to audit, examine, and make copies of excerpts or transcripts from records, including all grants, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement:

- (a) the Awarding Entity shall have the authority to examine the books and records used by the recipient/subrecipient/subgrantee in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the Awarding Entity, the Awarding Entity

reserves the right to withhold any or all of its funding to the recipient/subrecipient/subgrantee until such time as they do meet these standards;

- (b) the Awarding Entity shall have the authority to examine all forms and documents used including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks and other checks used by the recipient/ subrecipient/subgrantee until such time as they do meet these standards;
- (c) the Awarding Entity may require the recipient/subrecipient/subgrantee to use any or all of its accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement;
- (d) the Awarding Entity reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled or advanced in any way, tangible or intangible. Such sites may include the home office, and branch office or other locations of the recipient/subrecipient/subgrantee if such sites or the activities performed thereon have any relationship to the program covered by this Agreement;
- (e) the Awarding Entity shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property and/or equipment authorized by this Agreement; and
- (f) subject to the discretion of the Awarding Entity, certain authorized members of the Awarding Entity shall have the right to be present at any and all of the recipient's/subrecipient's/subgrantee's staff meetings, Board of Director's meetings, Advisory Committee meetings and Advisory Board meetings if an item to be discussed is an item of this Agreement.

When a fiscal or special audit determines that the recipient/subrecipient/ subgrantee has expended funds which are questioned under the criteria set forth herein, the recipient/subrecipient/ subgrantee shall be notified and given the opportunity to justify questioned expenditures prior to the Awarding Entity's final determination of the disallowed costs, in accordance with the procedures established under WIOA.

The recipient/subrecipient/subgrantee is liable to repay such amounts from funds other than funds received under this Act, upon a determination that the improper expenditure of funds was due to willful disregard of the requirements of this Act, gross negligence or failure to observe accepted standards of administration.

3.13.2 Audit Reports

In accordance with 2 CFR 200, the recipient/subrecipient/ subgrantee must submit all finalized audit reports to the Awarding Entity within **thirty (30) calendar days** of receipt.

3.14 ASSURANCES

As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it will comply fully with the following nondiscrimination provisions, equal opportunity provisions, Public Laws and Executive Orders, including but not limited to:

- A. WIOA Section 188 (29 CFR, Part 38), which provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination

under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief, and, for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in a WIOA Title I-financially assisted program or activity;

- B. Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972, which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;
- C. Title VII of the Civil Rights Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;
- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;
- E. The Age Discrimination Act of 1975 (42 U.S.C. §6101), as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- F. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;
- G. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688), as amended, which prohibits discrimination on the basis of sex in educational programs;
- H. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;
- I. Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination in employment on the basis of genetic information;
- J. Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;
- K. Section 508 of the Rehabilitation Act (29 U.S.C. §794d), which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;
- L. Jobs for Veterans Act (38 U.S.C. §4215), which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor

Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;

- M. P.L. 113-114, Division E, Title VII, Section 743, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;
- N. P.L. 113-114, Division H, Title V, Section 505, which establishes that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
 - 1. The percentage of the total costs of the program or project which will be financed with Federal money;
 - 2. The dollar amount of Federal funds for the project or program, and
 - 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both must be complied with.

- O. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;
- P. Executive Order 13333, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. §7104(g));
- Q. Buy American Notice Requirement, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);
- R. Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997), which provides that recipients of Federal funds are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;
- S. Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009), which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;

- T. Special Requirements for Conferences and Conference Space. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;
- U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;
- V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;
- W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and
- X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3)). The notice must contain specific wording regarding the prohibited bases and the process for filing a complaint, as required by 29 CFR §38.30.

3.14.1

Affirmative Action (Executive Order 11246, as amended by Executive Order 11375, and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended)

Executive Order 11246 prohibits employment discrimination on the basis of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

Institutions or agencies with federal grants or contracts of **\$50,000 or more and 50 or more employees** are required to develop a written Affirmative Action Plan to overcome the effects of past discrimination and to facilitate optimal utilization of qualified women and minorities throughout the workforce. An Affirmative Action Plan must contain a workforce utilization analysis to identify those areas in which women and minorities are under-utilized, a review of all employment policies and practices to identify and to eliminate any sources of discrimination, and a statement of numerical goals and timetables for the correction of any under-utilization identified. Although the grant or contract may involve only one unit within the institution or agency, the Affirmative Action Plan must cover all employees throughout the institution.

Section 504 of the **Rehabilitation Act of 1973**, as amended, prohibits discrimination based on disability. **Section 503** of the Rehabilitation Act of 1973 prohibits discrimination and requires employers with federal contracts or subcontracts that exceed **\$10,000** to take affirmative action to hire, retain, and promote qualified individuals with disabilities.

The recipient/subrecipient/subgrantee will not discriminate against any employee or applicant for employment or training because of physical or mental disability in regard to any position for which the employee or applicant for employment is otherwise qualified. The recipient/ subrecipient/subgrantee shall establish an Affirmative Action Plan for outreach to, and training, placement and advancement of, individuals with disabilities in employment and training programs under the Act.

3.14.2 Veterans Employment

It is required that programs supported under section 168 of WIOA are coordinated, to the maximum extent feasible, with related programs and activities conducted under Title 38 of the United States Code.

3.14.3 Relocation

No funds provided under this title shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.

No funds provided under this title for an employment and training activity shall be used for customized or skill training, on-the-job training, or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.

3.14.4 Disputes and Court Action

The recipient/subrecipient/subgrantee, employees of the recipient/ subrecipient/subgrantee or anyone acting on behalf of the recipient/subrecipient/subgrantee, and/or participants in any of the recipient's/subrecipient's/subgrantee's program, shall not intimidate, threaten, coerce, or discriminate against any individual or organization because the individual or organization has filed a complaint; intends to file a complaint or instituted a proceeding under the Act; testified or is about to testify; assisted or participated in any manner in an investigation, proceeding, or hearing under the Act.

3.14.5 Grievance and Hearing Procedures for Noncriminal Complaints at the Local Workforce Development Area (LWDA) (20 CFR 667.600)

Each LWDA under the Act shall establish and maintain a grievance procedure for grievances or complaints about its programs and activities from registrants, applicants, participants, subrecipients/subgrantees, and other interested parties affected by the LWDA including one-stop partners and service providers. Procedures must provide for informal resolution and a hearing. Hearings on any grievance or complaint shall be conducted and a decision shall be issued within **60 calendar days** of the filing of the grievance or complaint. Complaints arising from actions taken by the subrecipients/subgrantees with respect to investigations or monitoring reports shall be resolved in accordance with 667.500.

The LWDA hearing procedure shall include written notice of the date, time and place of the hearing; an opportunity to present evidence; a written decision and a notice of appeal rights.

The LWDA and subrecipients/subgrantees shall assure that employers, including private-for-profit employers of participants under the Act, have a grievance procedure available to the participants engaged in OJT, apprenticeships, and internships relating to the terms and conditions of employment.

Employers may operate their own grievance system or may utilize the grievance system established by the state, the LWDA or recipient/subrecipient/subgrantee except in a case where the employer is required to use a certain grievance procedure under a covered collective bargaining agreement. Then those procedures should be followed for the handling of WIOA complaints under this section. Employers shall inform participants of the grievance procedures they are to follow when the participant begins employment.

An employee grievance system shall provide for, upon request by the complainant, a review of an employer's decision by the LWDA and the State if necessary.

3.14.6 Complaints of Discrimination

Complaints of discrimination shall be handled under **29 CFR Part 38**.

3.14.7 Complaints and Reports of Criminal Fraud, Waste and Abuse

Information and complaints involving criminal fraud, waste, abuse or other criminal activity shall be reported through the US Department of Labor's Incident Reporting System, directly and immediately to the US Department of Labor Office of Inspector General, Office of Investigations, 200 Constitution Avenue, NW, Room S-5514, Washington, DC 20210, or to the Regional Inspector General for Investigations, with a copy simultaneously provided to the US Department of Labor, Employment and Training Administration. The Hotline Number is **1-800-347-3756**.

3.14.8 Non-WIOA Remedies

Whenever any person, organization, or agency believes that a recipient/subrecipient/subgrantee has engaged in conduct that violates the Act and that such conduct also violates a federal statute other than WIOA, or a state or local law; that person, organization, or agency may, with respect to the non-WIOA cause of action, institute a civil action or pursue other remedies authorized under such other federal, state or local law against the recipient/subrecipient/subgrantee, without first exhausting the remedies herein. Nothing in the Act or WIOA Regulations shall: (1) allow any person or organization to file a suit which alleges a violation of WIOA or Regulations promulgated thereunder without first exhausting the administrative remedies described herein; or (2) be construed to create a private right-of action with respect to alleged violations of WIOA or the Regulations promulgated thereunder.

3.14.9 Appeals Process

Any dispute between the Awarding Entity and the recipient/subrecipient/subgrantee concerning the terms or provisions of this Grant Agreement which constitutes a question of fact, and which is not disposed of by agreement, shall be decided by the Awarding Entity.

In connection with any appeal proceeding under this clause, the recipient/subrecipient/subgrantee shall be afforded the opportunity to be heard and to offer evidence in support of its appeal.

Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:

1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of WorkLink WDB.
2. The Executive Director will issue a written decision within 30 days. The decision shall be final and conclusive, unless the recipient/subrecipient/subgrantee furnishes the Awarding Entity with a written appeal as outlined below.
3. If dissatisfied with the decision as set forth by the Executive Director, a written appeal may be made to the WorkLink Workforce Development Board (WDB) within 14 days of receipt of decision.
4. The Chair will designate the Executive Committee or an Ad hoc Committee of at least five WorkLink WDB members to hear the appeal.
5. The WorkLink WDB will hear the appeal and render a decision within 60 days.
6. The recipient/subrecipient/subgrantee will be notified of the WorkLink WDB's decision within 20 days.

In connection with any appeal proceeding under this clause, the recipient/subrecipient/subgrantee shall be afforded the opportunity to be heard and to offer evidence in support of its appeal.

Pending final determination of a dispute, the recipient/subrecipient/subgrantee shall proceed diligently with the performance of the Agreement and in accordance with the Awarding Entity's decision, unless the Agreement is otherwise terminated by either parties. The decisions of the WorkLink WDB (appointed committee) with a written appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. The recipient/subrecipient/subgrantee shall notify the Awarding Entity in writing of any actions or suits filed and of any claims made against the Awarding Entity, the recipient/subrecipient/subgrantee or any of the parties involved in the implementation, administration and operation of the programs funded through this Agreement.

Appeal requests made to the WorkLink WDB must be submitted in writing as follows:

WorkLink WDB
Attn: Appeal
1376 Tiger Blvd, Ste 102
Clemson, SC 29631

3.15 OTHER STIPULATIONS

3.15.1 Other Stipulations Governing this Agreement

All powers not explicitly vested in the recipient/subrecipient/subgrantee by the terms of this Agreement remain with the Awarding Entity.

The Awarding Entity will not be obligated or liable hereunder to any party other than the recipient/subrecipient/subgrantee.

Funds received under WIOA may be expended only for purposes permitted under the provisions of the Act.

Funds made available through one Agreement or Title may not be used to support costs properly chargeable to another Agreement or Title.

3.15.2 Hold Harmless

The recipient/subrecipient/subgrantee shall hold and save the Awarding Entity, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages sustained by any person or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the recipient/subrecipient/subgrantee.

3.15.3 Non-Federal Employees

It is understood and agreed by the parties hereto that no staff member of the recipient/subrecipient/subgrantee or participant receiving funds under this Agreement shall be deemed a federal employee for any purpose or subject to provision of law relating to federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and federal employment benefits, except where specifically provided to the contrary in the Regulations promulgated under the Act.

3.15.4 Sectarian Activities (Section 188 (a)(3) and 29 CFR Part 2, subpart D)

The recipient/subrecipient/subgrantee agrees to comply with all provisions of **Section 188 of the Act** and shall require all sub-contractors to maintain compliance with this Section.

Funds received under WIOA may not be used to directly support religious instruction, worship, prayer, proselytizing, or other inherently religious practices. Except as described below, the recipient/subrecipient/subgrantee must not employ WIOA participants to carry out the construction or maintenance of any part of any facility that is used, or is to be used for religious instruction or as a place of religious worship.

A recipient/subrecipient/subgrantee may employ WIOA participants to carry out the maintenance of a facility that is not primarily or inherently devoted to religious instruction or religious worship if the organization operating the program is part of a program or activity providing services to the participant.

29 CFR part 2, subpart D, governs the circumstances under which Department support, including under WIOA Title I financial assistance, may be used to employ or train participants in religious activities. Under that subpart, such assistance may be used for such employment or training only when the assistance is provided indirectly within the meaning of the Establishment Clause of the U.S. Constitution, and not when the assistance is provided directly. As explained in that subpart, assistance provided through an Individual Training Account is generally considered indirect, and other mechanisms may also be considered indirect. See also 20 CFR 683.255 and 683.285. 29 CFR part 2, subpart D, also contains requirements related to equal treatment of religious organizations in Department of Labor programs, and to protection of religious liberty for Department of Labor social service providers and beneficiaries.

WIOA Funds may not be used to support the dissemination of anti-religious activities, whether directly against any particular religion or religious practice in general.

3.15.5 Unionization and Political Activity

3.15.5.1 Union

- (a) No funds under this Agreement shall be used in any way to either promote or oppose unionization.
- (b) No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement which contains a Union Security Provision.
- (c) No participant in work experience may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.
- (d) No person shall be referred to or placed in an on-the-job training position affected by a labor dispute involving a work stoppage and no payments may be made to employers for the training and employment of participants in on-the-job training during the period of work stoppage.

3.15.5.2 Political Activity

- (a) The recipient/subrecipient/subgrantee may not select, reject or promote a participant or employee based on that individual's political affiliation or beliefs. The selection or advancement of employees as a reward for political services or patronage is partisan in nature; is discrimination based on political belief or affiliation; and is prohibited. There shall be no referrals for WIOA jobs, nor selection of participants or service providers, based on political affiliation.
- (b) No program-under the Act may involve political activities, including but not limited to:
 - (1) participant or employee participation in partisan or non-partisan political activities in which such participant or employee represents himself/herself as a spokesperson for the WIOA program;
 - (2) participant or employee participation in partisan or non-partisan political activities during hours for which the participant or employee is paid with WIOA funds;
 - (3) employing or out-stationing participants in the office of a member of Congress or state or local legislator or any staff of a legislative committee; or
 - (4) employing or out-stationing participants in the immediate offices of any chief elected executive official, chief executive officers, or officers of a state or unit of general local government.
- (c) Neither the program nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way or to any extent, engaged in the conduct of political activities in contravention of **Chapter 15 of Title 5, United States Code**, known as the "**Hatch Act**".

- (d) No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress or to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislatures.

3.15.6 Maintenance of Effort

The recipient/subrecipient/subgrantee shall comply with **Section 181 of the Act and Section 195 of the Act** and shall ensure that all programs under the Act:

- (a) result in an increase in employment and training opportunities over those which would otherwise be available;
- (b) do not result in the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-over-time work, wages or unemployment benefits;
- (c) do not impair existing contracts for services or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed, including services normally provided by temporary, part-time or seasonal workers or through contracting such services out; or
- (d) result in the creation of jobs that are in addition to those that would be funded in the absence of assistance under the Act.

3.15.7 Lobbying (2 CFR §200.450)

No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3.15.8 Debarment, Suspension, and Other Responsibility Matters

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

3.15.9 Drug-Free Workplace (Public Law 100-690)

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

Proposer/Offeror Signature Sheet

PROPOSER/OFFEROR: _____

ORGANIZATION NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

CONTACT PERSON: _____

EMAIL: _____

TYPE OF AGENCY: ☐ Government ☐ Private Non-profit
 ☐ School District ☐ Private-for-profit

ACTIVITY DESIGNATION:

Youth Program

☐ Eligibility Determination
☐ Case Management

TYPE OF CONTRACT PROPOSED: ☐ Cost Reimbursement

CERTIFICATION:

This information contained in the proposal fairly represents the Agency/Organization/Business and its proposed operating plans and budget for the specified WIOA activity. I acknowledge that I have read and understand the requirements of the Request for Proposal and that the Agency/Organization/Business is prepared to implement the activity as specified in this proposal. I certify that I am authorized to sign this signature sheet on behalf of the Agency/Organization/Business submitting this signature sheet. This request is firm for a period of at least 90 days from the closing date for submission.

Signatory Official/Title

Date

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Innovation and Opportunity Act
GRANT BUDGET SUMMARY

Service Provider _____ Contract # _____

Project/Activity _____ Funding Source _____ Modification # _____

Line Items	Administrative	Non-Administrative	Total Budget Amount	In-Kind Contributions *
Salaries & Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Facilities/Rent Costs (space)	\$ -	\$ -	\$ -	\$ -
Non-Expendable Equipment Costs	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -
WI Customer Wages and Fringe Benefits		\$ -	\$ -	\$ -
WI Customer Individualized Training Costs		\$ -	\$ -	\$ -
WI Customer Supportive Services Costs		\$ -	\$ -	\$ -
WI Customer Needs-Based/Needs-Related Payment Costs		\$ -	\$ -	\$ -
WI Payments to Employers Costs		\$ -	\$ -	\$ -
Staff Training/Tech Services Costs	\$ -	\$ -	\$ -	\$ -
Other Direct Costs	\$ -	\$ -	\$ -	\$ -
Training Fees/Professional Fees/ Profit	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -
Total Budget Costs	\$ -	\$ -	\$ -	\$ -
Percentage of Budget	#DIV/0!	#DIV/0!	#DIV/0!	
Cost Limitations	2% Maximum	At least 98%	100%	

* In-Kind Contributions should not be included when calculating the Percentage of the Budget.

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce InNOVATION AND Opportunity Act
STAFF SALARIES, FRINGE BENEFITS & INDIRECT COST

Service Provider _____ Contract # _____

Project/ Activity _____ Funding Source _____ Mod # _____

STAFF & INDIRECT COST - BUDGET SUMMARY

SALARIES, FRINGE BENEFITS, & INDIRECT COST					ADMINISTRATION		NON-ADMINISTRATIVE		In-Kind Contributions*
Staff Salaries: Position Title	Salary Per Month	No. of Months	% of Time	TOTAL AMOUNT	%	Amount	%	Amount	
	\$ -	0	0%	\$ -	0%	\$0	0%	\$0	\$ -
	\$ -	0	0%	\$ -	0%	\$0	0%	\$0	\$ -
	\$ -	0	0%	\$ -	0%	\$0	0%	\$0	\$ -
	\$ -	0	0%	\$ -	0%	\$0	0%	\$0	\$ -
	\$ -	0	0%	\$ -	0%	\$0	0%	\$0	\$ -
	\$ -	0	0%	\$ -	0%	\$0	0%	\$0	\$ -
	\$ -	0	0%	\$ -	0%	\$0	0%	\$0	\$ -
TOTAL SALARIES				\$ -		\$0		\$0	\$ -
FRINGE BENEFITS:									
FICA	0%	X	\$ -	\$ -	0%	\$0	0%	\$0	\$ -
Workers Comp.	0%	X	\$ -	\$ -	0%	\$0	0%	\$0	\$ -
Health & Wealth (Pos. Level)	0%	X	\$ -	\$ -	0%	\$0	0%	\$0	\$ -
Ret. / Pension	0%	X	\$ -	\$ -	0%	\$0	0%	\$0	\$ -
Unemployment Insurance	0%	X	\$ -	\$ -	0%	\$0	0%	\$0	\$ -
Other (Specify)	0%	X	\$ -	\$ -	0%	\$0	0%	\$0	\$ -
TOTAL FRINGE BENEFITS				\$ -		\$0		\$0	\$ -
INDIRECT COST: RATE	0%	X	\$ -	\$ -	0%	\$0	0%	\$0	\$ -
TOTAL COST				\$ -		\$ -		\$ -	\$ -

Each position must be supported by a job description.

A current copy of your "Indirect Cost Rate" as approved by your Cognizant Agency and description of the costs covered must be attached to the budget as an Exhibit

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Innovation and Opportunity Act
COST AND PRICE ANALYSIS WORKSHEET

Service Provider _____ Contract # _____

Project/Activity _____ Fund Source _____ Mod # _____

Cost and Price Analysis	Total Cost	Administrative	Non-Administrative	In-Kind Contributions
FACILITIES COST *				
Total Cost of Facilities or Rent	\$ -			
NON-EXPENDABLE EQUIPMENT				
Equipment Rental Cost *				
Non-Expendable Equipment Purchases	\$ -			
Wide Area Network (WAN) Equipment and Computer Software	\$ -			
Total Cost of Non-Expendable Equipment	\$ -	\$ -	\$ -	\$ -
OPERATING EXPENSES				
Communications				
Local Telephone Cost	\$ -			
Long Distance Telephone Cost	\$ -			
Wide Area Network Lines	\$ -			
Postage ()	\$ -			
Facsimile (Fax)	\$ -			
Total Cost of Communications	\$ -	\$ -	\$ -	\$ -
Staff Travel				
Local Mileage cost	\$ -			
Non-Local Mileage cost	\$ -			
Non-Local Per Diem/Lodging Cost	\$ -			
Total Cost of Staff Travel	\$ -	\$ -	\$ -	\$ -
Expendable Supplies and Materials				
Office/Desktop Supplies and Materials Cost	\$ -			

Cost and Price Analysis	Total Cost	Administrative	Non-Administrative	In-Kind Contributions
Copying Cost *	\$ -			
WI Customer Supplies and Materials Cost *	\$ -			
Total Cost of Supplies and Materials	\$ -	\$ -	\$ -	\$ -
Equipment Maintenance and Repairs Cost *	\$ -			
Utilities Cost *	\$ -			
Total Operating Expenses	\$ -	\$ -	\$ -	\$ -
WI CUSTOMER WAGES AND FRINGE BENEFITS				
Work Experience Wages and Fringe Benefits				
Work Experience Wage Cost	\$ -			
Work Experience Fringe Benefits Cost	\$ -			
Total Cost of Work Experience	\$ -		\$ -	\$ -
Limited Internship Wages and Fringe Benefits				
Limited Internship Wage Cost	\$ -			
Limited Internship Fringe Benefits Cost	\$ -			
Total Cost of Limited Internship	\$ -		\$ -	\$ -
Miscellaneous Wage Cost (Specify) _____				
Wage Cost	\$ -			
Fringe Benefits Cost	\$ -			
Total Cost of _____	\$ -		\$ -	\$ -
Total Cost of WI Customer Wages & Fringe Benefits	\$ -		\$ -	\$ -
WI CUSTOMER INDIVIDUALIZED TRAINING COSTS				
Tuition Cost	\$ -		\$ -	\$ -
Instructional Supply Cost	\$ -		\$ -	\$ -
Other Individualized Training Cost	\$ -		\$ -	\$ -
Individual Training Account/Voucher Cost	\$ -		\$ -	\$ -
Total Cost WI Customer Individualized Training	\$ -		\$ -	\$ -
WI CUSTOMER SUPPORTIVE SERVICES COSTS				
Child Care	\$ -		\$ -	\$ -

Cost and Price Analysis	Total Cost	Administrative	Non-Administrative	In-Kind Contributions
Transportation	\$ -		\$ -	\$ -
Client Incentives	\$ -		\$ -	\$ -
Client Training Support Materials	\$ -		\$ -	\$ -
Client Emergency Assistance & Expungements	\$ -		\$ -	\$ -
Total Cost of Customer Support Services	\$ -		\$ -	\$ -
WI CUSTOMER NEEDS-BASED/NEED-RELATED PAYMENTS				
List Type and Amount	\$ -		\$ -	\$ -
	\$ -		\$ -	\$ -
	\$ -		\$ -	\$ -
	\$ -		\$ -	\$ -
Total Cost of WI Needs Based/Need-Related Payments	\$ -		\$ -	\$ -
WI PAYMENTS TO EMPLOYERS				
On-the-Job Training (OJT)	\$ -		\$ -	\$ -
Job Creation Payment Cost	\$ -		\$ -	\$ -
Total Cost of WI Payments to Employers	\$ -		\$ -	\$ -
STAFF TRAINING/TECHNICAL SERVICES COSTS				
List Type and Amount				
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Cost of Staff Training/Technical Services	\$ -	\$ -	\$ -	\$ -
OTHER DIRECT COSTS				
List Type and Amount				
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -

Cost and Price Analysis	Total Cost	Administrative	Non-Administrative	In-Kind Contributions
	\$ -	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ -	\$ -	\$ -	\$ -
TRAINING/PROFESSIONAL FEES/PROFIT				
Budgeted Profit	\$ -	\$ -	\$ -	\$ -
Professional Fees	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Total Cost of Training/Professional Fees/Profit	\$ -	\$ -	\$ -	\$ -

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Innovation and Opportunity Act
CLIENT FLOW PROJECTIONS

Service Provider _____ Contract # _____

Project Activity _____ Fund Source _____

Period	Clients Served			Clients Exited			Active Clients
	Carryover	New	Cumulative	Positive	Negative	Cumulative	
July	0	0	0	0	0	0	0
August		0	0	0	0	0	0
September		0	0	0	0	0	0
October		0	0	0	0	0	0
November		0	0	0	0	0	0
December		0	0	0	0	0	0
January		0	0	0	0	0	0
February		0	0	0	0	0	0
March		0	0	0	0	0	0
April		0	0	0	0	0	0
May		0	0	0	0	0	0
June		0	0	0	0	0	0

Active Clients equal Cumulative Clients Served minus Cumulative Clients Exited

Proposal Checklist Form

Forms

- Proposer/Offeror Signature Sheet Attached
- Budget Form Attached
- Client Flow Form Attached
- Proposal Checklist Form Attached

Format

- Correct number of copies attached
- Document formatted correctly

Narrative

- Is the executive summary which describes the number to be served, the outcomes that are planned, and the basic program approach included?
- Are the goals/objectives and performance outcomes clearly stated including the number of participants (from specific target groups as appropriate) that will be served and what the numeric outcomes of the program will be in terms of obtain credential, job placement, post-secondary education, increased wages, and obtaining additional skills and/or returning to school?
- Are Target groups clearly spelled out?

Does the program description describe:

- Outreach/Recruitment/Orientation
- Eligibility Determination/Objective Assessment/Individual Service Strategy (ISS) Plan
 - Case Management
 - Program Services
 - Follow-Up (All youth must receive twelve (12) months of follow-up services).
- Does the description tell how the program will address or make available the additional required fourteen (14) youth program elements?

Proposal Checklist Form

- How will the program interact with the SC Works Centers or make referrals to other community agencies/ entities?
- How will the program address career pathways?
- How will the program meet the priority 20% work experience expenditure mandate?
- Is a staffing plan included with relevant qualifications?
- Is a description of facilities included?
- Is a description of partnerships included?
- Is there a description of in-kind services?
- Is information on the administrative capabilities of the proposer included?
- Is relevant program experience from the last two years included in the description?
- Is relevant program performance data provided from the last two years? (If including WIOA Youth Performance, provide official/confirmed PY'19 and PY'20 WIOA Quarterly Report Summary-4th Quarter (Rolling 4 Quarters) and/or Annual Report of Local Area Youth Performance Data).
- Is the potential use of any subcontract described?
- Is a budget narrative included?
- Does the proposal address every evaluation criterion?

**REQUEST FOR PROPOSALS
RATING & EVALUATION FORM**

Proposer _____

Activity _____

Criteria	Weight	Score
Program Design Considerations	25	
Proposer's/Offeror's Qualifications	25	
Proposed Performance	20	
Fiscal Responsibility	10	
Budget	10	
General Responsiveness	10	
Total	100	

The above criteria that will be used to evaluate proposers or offerors. A responsive proposal must receive an aggregate score of 70 from the Review Panel in order to be considered for funding.

Evaluated by _____

Date _____



**WORKLINK WORKFORCE DEVELOPMENT BOARD
A CONSORTIUM OF
ANDERSON, OCONEE, AND PICKENS COUNTIES
FOR THE IMPLEMENTATION OF PL 113-128**

BY-LAWS

ARTICLE I – PURPOSE

- A. To carry out the intent and purpose of PL 113-128, the Workforce Innovation and Opportunity Act, according to the consortium agreement entered into between Anderson, Oconee, and Pickens Counties, as the Workforce Development Area designated by the Governor, with respect to the WorkLink Workforce Development Board (WDB) responsibilities as defined in the Act.
- B. To provide workforce investment activities, through local workforce development systems, that increase the employment, retention, and earnings of the participants and increase occupational skill attainment by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Workforce Development Area.

ARTICLE II – BOARD

A. MEMBERSHIP

- 1. Number – The total membership of the board shall be no greater than 25. Membership from each county shall be to the degree possible in the same percentage as that county's percentage of the total population of all three counties using the latest available census data. However, the chief local

elected officials (County Council Chairs) may alter this representation to ensure appropriate inclusion of federally mandated membership categories.

2. Appointment – Members shall be appointed by the County Council Chairs of the representative counties. The composition of the WDB will be in compliance with Section 107(b)(2) of the Act, as well as additional criteria established by the Governor.
3. Term of Office – Following the appointment of the initial Board in which terms will be staggered in periods of one, two, or three years respectively, the term of office shall be for three years. Any vacancy in the membership shall be filled in the same manner as the original appointment. Regardless of the date of appointment, the term shall begin as of July 1 each year. A member shall serve until his/her successor has been duly appointed. There is no limit as to the number of successive terms for which a member may serve.
4. Resignations – Any member may resign by written notice to the Chairperson of the WDB.
5. Removal of Members – Any member of the Workforce Development Board may be removed for cause by two-thirds affirmative vote of the entire membership of the WDB. “Cause” for removal of a member under this section shall be fraudulent or dishonest acts, gross abuse of authority, or failure to discharge duties. Removal shall be established after written notice of specific charges has been filed and the Board member so charged has been given opportunity to refute such charges.

The County Council Chairs have the authority to remove board members in the best interest of the WDB.

6. Vacancies – Vacancies within the Board or in any office shall be filled for the unexpired term in the same manner as the position was originally filled.

B. OFFICERS

1. Chairperson – The Chairperson must be a representative from business. The Chairperson shall preside at all meetings of the board and execute on behalf of the board all official instruments and documents authorized by the board. He/she shall appoint committees and call special meetings as necessary. He/she shall preserve order and establish whether a quorum is present at all meetings, and shall state every question coming before the board, announce the decision of the board and decide questions of order. The Chairperson shall be elected by majority vote of the members of the board to serve a one-year term from July 1 through June 30.
2. Vice-Chairperson – Members of the board shall elect a Vice-Chairperson, which must be a representative from business. The Vice-Chair serves in this capacity for one year. In the event that the Chairperson is unable to serve, the Vice-Chairperson shall succeed to that office until the vacancy of the Chairperson is filled by vote of the members of the board. When the Chairperson is absent from a regular or special meeting of the board, or unavailable at the time action on behalf of the board is necessary, the Vice-Chairperson shall execute on behalf of the board all official instruments or documents which have been adopted or authorized by the board. The Vice-Chairperson shall serve for a term of one year, from July 1 through June 30.
3. Other Officers – The board shall elect such other officers as they deem appropriate or necessary to fulfill the responsibilities of the board.

C. MEETINGS AND ATTENDANCE

1. Meetings – The board shall meet a minimum of five (5) times per year.
2. Quorum – Fifty percent (50%) of members in good standing shall constitute a quorum for the purpose of transacting business.
3. Attendance – Members shall be expected to attend all meetings of the full Workforce Development Board unless excused from the meeting by the Chairperson. Excused absences must be for good cause. Members must notify the staff if circumstances will prevent attendance at any meeting of the full WDB or its committees. Members who have more than two (2) unexcused absences in a one (1) year period will be considered to have resigned from the WDB. For purposes of determining who is present, any or all Members may participate in any regular or called special meeting by any means of communication by which all Members participating may hear each other simultaneously during the meeting. Any Member participating by such means is deemed present at the meeting.
4. Voting Authority – Votes shall be cast only by duly appointed Board members present. Persons sent to represent absent Board members and visitors in the audience may participate in business discussions only if recognized by the Chairperson of the Board; however, neither may make motions nor cast votes. The Board is allowed to vote via electronic means for time constrained issues that must be resolved prior to a face-to-face meeting. The item to be voted on must be posted to the website for public viewing and the results must be published. In the event that an electronic vote is held, the voting procedure shall be the same as that of a face-to-face meeting.

5. Notice of Meetings – All meetings of the Workforce Development Board are open to the public and notice must be given as required by the South Carolina Freedom of Information Act. Upon establishment of the meeting schedule, a notice will be sent to all major stakeholders. All agendas of the Board will include the next meeting date, time, and location.

D. COMMITTEES

The Chairperson of the Board shall appoint such operational committees, as he/she deems necessary to effectively fulfill the purpose of the WDB. The Chairperson of the Board shall be an ex-officio member of each board committee. A Standing Committee may be terminated, or consolidated with another committee, by vote of the Board.

Standing Committees

- Executive Committee: The Executive Committee shall be comprised of the Chairperson, Vice-Chairperson, immediate past board chairperson, the president of Tri-County Technical College, and three at large members appointed by the three County Council chairs from among the membership. The Executive Committee may act on behalf of the full Board between regular business meetings to expedite the decision-making process. Such actions by the Executive Committee will be reported by the Chairperson of the Board back to the full Board membership at the next regularly scheduled business meeting and must be included in the minutes of the Board's business meeting. The Executive Committee will act as the Board's Personnel and Governance Committees.

- Youth Committee: Serves as the WDB's architect for a comprehensive youth service delivery system in the WorkLink region.
- One-stop Operations Committee: Supports the alignment of entities that work in partnership to promote, develop and organize on-going activities and services to continually advance the skills of the regional workforce. Also serves as the committee which develops actions and implements strategies to address business needs and increase business involvement in workforce development activities.
- Finance Committee: Establishes annual budget; serves as audit and monitoring committee; establishes and implements a plan to leverage and increase the funds within the organization; establishes strategies for the development of organizational products and services that can be sold to generate unrestricted resources for the organization.
- Persons with Disabilities Committee: Provides information and assists with operational and other issues relating to the provision of services to individuals with disabilities.

Ad Hoc Committees

- Ad Hoc: The Board may also create such other standing or ad hoc committees as is deemed appropriate, from time to time.

E. SUPPORT STAFF

Support staff will be provided from WorkLink Workforce Development Board resources to ensure minutes of all meetings are taken accurately and are kept as a part of the permanent record.

ARTICLE III – ACTIVITIES

A. ADMINISTRATIVE RESPONSIBILITY

The County Council Chairs shall designate an administrative entity pursuant to Section 107(d)(12)(B)(i)(II) of the Act. Such designation however, does not relieve the County Council Chairs of the liability for any misuse of grant funds as described in Section 107(d)(12)(B)(i)(I). An appropriate entity, which may be other than the administrative entity will provide financial management services and staff to the WDB in accordance with its fiscal policies and procedures.

The Workforce Development Board shall be appropriately staffed. Staff will be provided by the Administrative Entity as approved and budgeted for by the WDB.

Personnel Accountability – All employees shall be subject to approved personnel policies or other approved standards of the Board. The executive committee of the board shall conduct an annual evaluation of the WorkLink Executive Director.

Financial Accountability – All financial records shall be kept in compliance with the requirements of, and as approved by, the United States Department of Labor. An annual report shall be rendered to each county governing body after the close of each program year. An annual audit will be provided. The results of all audits will be reported to the Board and the County Council Chairs.

B. REVIEW BY COUNTY COUNCIL

The operations of the WDB shall be determined by the WDB consistent with the Federal Regulations and South Carolina law as interpreted by the County Council Chairs. All activities will be reviewed by the County Councils of the respective counties. The Executive Director of the Board will be responsible for developing contracts which implement Board decisions. The Executive Director, or other

designated official of the administrative entity, shall be responsible for executing and managing contractual obligations.

ARTICLE IV – CONFLICT OF INTEREST

Pursuant to Section 107(h) of the Act, "A member of the local board, or a member of a standing committee, may not- (1) vote on a matter under consideration by the local board- (A) regarding the provision of services by such member (or by an entity that such member represents); or (B) that would provide direct financial benefit to such member or the immediate family of such member; or (2) engage in any other activity determined by the Governor to constitute a conflict of interest as is specified in the State plan". Each such conflict of interest shall be declared by the member and so recorded in the official minutes. Any concerns or questions that may arise during meetings regarding conflict of interest may be directed to the Board Chairperson for clarification.

ARTICLE V – SPECIAL PROVISIONS

A. ROBERT'S RULES OF ORDER

Roberts Rules of Order shall apply in all procedural circumstances not covered in these by-laws.

B. SUNSHINE PROVISION

The Board and staff shall assure compliance with the Sunshine Provision of the Act, as detailed in Section 107(e) of the Act.

ARTICLE VI – AMENDMENTS

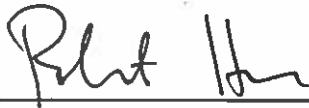
These by-laws may be amended in any of three manners.

- A. By-laws amendment initiated by the Board. The Board may submit a proposed By-laws amendment to the County Council Chairs. Such a proposal shall require the vote of a majority of Board members, and shall require a minimum fifteen (15) day notification period, in which the proposed amendment is distributed to all Board members for review. The County Council Chairs shall either approve, deny, or modify the proposal submitted by the Board. If modified, the proposal shall be sent back to the Board for comment. County Council Chairs shall consider any comments from the Board prior to final approval.

- B. By-laws amendment initiated by the County Council Chairs. The County Council Chairs shall be authorized to submit a proposed amendment to the By-Laws to the Board for review. The Board shall offer a recommendation of approval, denial, or modification on the proposed amendment. Such Board action shall require a vote by a majority of Board members, and shall require a minimum fifteen (15) day notification period, in which the proposed amendment is distributed to all Board members for review. After considering the recommendation submitted by the Board, the County Council Chairs shall approve the proposed amendment, as originally written, approve the amendment as modified by the Board, or deny the proposed amendment. If the County Council Chairs do not receive a recommendation from the Board within sixty (60) days of submitting a proposed amendment for review, it will be deemed that the Board has recommended approval.

- C. By-laws amendment to comply with federal or state regulations. The by-laws shall be automatically amended at any time to conform to applicable state or federal statutes and regulations. Such changes may be initiated by either the County Council Chairs, or the Board.

These by-laws are adopted by the County Council Chairs of Anderson, Oconee, and Pickens Counties, upon consideration of comments provided by the WorkLink Board of Directors, as of the 9th day of September, 2015 and become effective as of the date of the final signature.

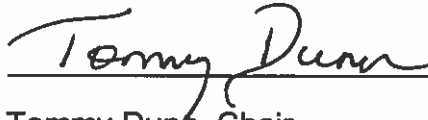


Robert Halfacre, Chair
WorkLink Workforce Development Board

9/22/2015

Date

County Council Chairs



Tommy Dunh, Chair
Anderson County Council

9-28-15

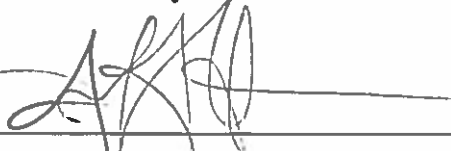
Date



Wayne McCall, Chair
Oconee County Council

9-14-15

Date



Jennifer H. Willis, Chair
Pickens County Council

10/3/15

Date



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2023 Committee/ Board Meeting Schedule

Committee	Meeting Dates				
Youth	January 24	March 7	May 2	August 1	October 3
Priority Populations	January 3	March 7	May 2	August 1	October 3
OneStop Operations	January 18	March 22	May 24	August 23	October 18
Finance	January 26	March 30	May 25	September 14	November 9
Workforce Development Board	February 1	April 5	May 31	September 20	November 15

Youth Committee—Meetings will be held on Tuesdays at 10:00 a.m. Staff Liaison: Sharon Crite, Youth Services Manager/Education Outreach, scrite@worklinkweb.com, 864-646-1828

Priority Populations Committee—Meetings will be held at 3:00 p.m. at the Clemson SC Works Center, Conference Room. Staff Liaison: Windy Graham, WIOA Performance and Reporting Specialist, wgraham@worklinkweb.com, 864-646-1826

OneStop Operations Committee—Meetings will be held at 3:00 p.m. at the Clemson SC Works Center, Conference Room. Staff Liaison: Jennifer Kelly, Assistant Director, jkelly@worklinkweb.com, 864-646-5898

Finance Committee—Meetings will be held at 3:00 p.m. at the Clemson SC Works Center, Conference Room. Staff Liaison: Trent Acker, Executive Director, tacker@worklinkweb.com, 864-646-1458

Workforce Development Board—Meetings will be held at 1:00 p.m. at the Madren Center. Lunch will be held at noon immediately preceding the meeting. Staff Liaison: Trent Acker, Executive Director, tacker@worklinkweb.com, 864-646-1458

Revenue	Program Adult	Admin Adult	Program DW	Admin DW	Program Youth	Admin Youth	20IWT01 ends 9/30/22	21LRA001 ends 5/31/2023	21LRY001 ends 5/31/2023	TOTAL BUDGET
PY'22 Allocation	395,641	43,960	442,517	49,169	444,021	43,813	-	-	-	1,419,121
PY'22 Transfer of funds	200,000		(200,000)							-
PY'21 Carryover (21A, 21D, 21Y)	320,418	2,908	73,704	8,119	138,834	-	149,128	213,967	43,196	950,274
	916,059	46,868	316,221	57,288	582,855	43,813	149,128	213,967	43,196	2,369,395

Service Providers

Eckerd - Adult/DW Services	533,600		133,400							667,000
Eckerd - Operator	44,334		11,083							55,417
Eckerd - Youth					462,930					462,930
20IWT01							138,975			138,975
21LR895E1 - Eckerd								157,505	-	157,505
21LRY495E1 - Eckerd PYC								-	37,760	37,760
IWT								-	-	-
OJT- Resiliency								27,960		27,960
OJT	-	-	240	-	-	-	-	-	-	240
Undesignated Funds	-	-	-	-	-	-	-	-	-	-
Total Pass-Through Contracts	577,934	-	144,723	-	462,930	-	138,975	185,465	37,760	1,547,787
Total Revenue after Obligations	338,125	46,868	171,498	57,288	119,925	43,813	10,153	28,502	5,436	821,608

In-House Expenses	Program Adult	Admin Adult	Program DW	Admin DW	Program Youth	Admin Youth	20IWT01 ends 9/30/22	21LRA01 ends 5/31/2023	21LRY01 ends 5/31/2023	TOTAL BUDGET
Salaries, Fringe, Indirect	161,132.00	34,334.00	76,847.00	44,500.00	116,633.00	54,059.00	10,152.98	17,373.68	5,435.71	520,467.37
Travel	-	200.00	-	200.00		200.00	-	-	-	600.00
SCW Centers Facility Costs	26,270.00	6,315.00	11,135.00	7,515.00	9,820.00	4,550.00	-	-	-	65,605.00
Accounting Services	-	6,000.00	-	3,250.00		1,625.00	-	-	-	10,875.00
Supplies	-	250.00	-	250.00		250.00	-	57.52	-	807.52
Insurance	-	2,530.00	-	5,065.00		2,530.00	-	-	-	10,125.00
Postage	-	50.00	-	50.00		85.00	-	-	-	185.00
Printing	-	400.00	-	400.00		400.00	-	-	-	1,200.00
Website Hosting & FB, CC & Adobe	-	-	-	-	-	-	-	3,009.81	-	3,009.81
Memberships, Dues, & Prof Fees	-	375.00	-	375.00		375.00	-	-	-	1,125.00
Training	-	-	-	-	-	-	-	5,061.00	-	5,061.00
Outreach	-	-	-	-	-	-	-	3,000.00	-	3,000.00
Meeting Expense	-	1,025.00	-	530.00		435.00	-	-	-	1,990.00
	187,402.00	51,479.00	87,982.00	62,135.00	126,453.00	64,509.00	10,152.98	28,502.01	5,435.71	624,050.70

WorkLink Board Budget as of 9.21.2022

SC WORKS | BRINGING EMPLOYERS
AND JOB SEEKERS TOGETHER
WORKLINK
ANDERSON • OCONEE • PICKENS

WorkLink

WIOA INSTRUCTION LETTER NO.: PY' 22-01 Monitoring Schedule (replaces WorkLink Employment and Training Instruction Letter No.: PY' 21-01)

SUBJECT: Monitoring Schedule

ISSUANCE

DATE: July 1, 2022

EFFECTIVE

DATE: July 1, 2022

EXPIRATION

DATE: June 30, 2023

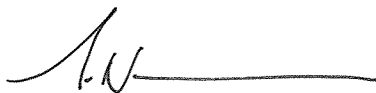
PURPOSE: To transmit local Employment and Training Instruction Letter Schedule for Monitoring by the Administrative Entity of the WorkLink Local Area Service Providers.

BACKGROUND: Local Area Administrative Entity Staff will monitor the WorkLink Workforce Development Board Service Providers for Title I of the Workforce Innovation and Opportunity Act (WIOA) (OneStop, Youth, Adult, and Dislocated Worker Programs).

ACTION: All Service Providers should be prepared for these monitoring visits. Have all files, records and staff members available during these scheduled dates. OneStop and Contractor staff should have completed the WDB Monitoring Instruments and USDOL Disability Initiative Disability Access Checklist Sections I, II, and III by the Scheduled Monitoring Date.

Please copy and distribute this information appropriately within your agency.

INQUIRIES: Direct all inquiries on this Instruction Letter to the WorkLink Workforce Development Board Staff, WorkLink, 1376 Tiger Blvd., Suite 102, Clemson, SC 29631, telephone 864.646.1515, fax, 864.646.2814, or e-mail tacker@worklinkweb.com.



Mr. Trent Acker, Executive Director
WorkLink Workforce Development Board

DISTRIBUTION: To All WIOA Service Providers

ATTACHMENT: Monitoring Schedule

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1376 Tiger Blvd Suite 102 Clemson SC 29631 P. 864.646.1515 F. 864.646.2814 Relay Service Dial 711 (TTY)

Monitoring Schedule

Workforce Innovation and Opportunity Act (WIOA) Program Year 2022 (07/01/2022 – 06/30/2023)

Adult/DW Program	01/23/2023 – 01/27/2023
Adult/DW Operator	03/20/2023 – 03/24/2023
PYC	02/13/2023 – 02/17/2023
OJT	12/19/2022 - 12/30/2022

Note: WorkLink staff responsible for monitoring:

OJT	Brandi Runion
Youth Programmatic and Financial Monitoring	Sharon Crite
Ad/DW Programmatic and Financial Monitoring	Jennifer Kelly
Adult/DW Operator	Jennifer Kelly
EO Compliance	Windy Graham

WorkLink Region SC Works Combined Operations and Business Engagement Plan

8/24/2022



Prepared by: **WorkLink Staff, Eckerd Workforce Development (SC Works Operator) & our Partners**

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Executive Summary

The SC Works Centers seek to fulfill the mission of the WorkLink WDB by connecting employers with employees. The WorkLink Region SC Works Combined Operations and Business Engagement Plan focuses on the daily operations of the comprehensive and satellite centers. The Plan has been prepared with the involvement of several partners that worked as part of a committee to provide input into the operational plan for the WorkLink SC Works Centers. Eckerd serves as the One Stop Operator for the WorkLink region and provides the leadership necessary to carry out the plan laid out in this document.

Objective: The objective is to effectively and efficiently manage the WorkLink SC Works System and Comprehensive Center within the Vision, Mission, and Core Values established by the WorkLink Workforce Development Board and in accordance with all Federal, State, and Local Regulations and Policies. We will accomplish this with a fully coordinated and integrated customer service strategy that is local market driven and offers accessibility, convenience and customer choice.

Management Philosophy: Our management philosophy is (1) our employees and our partner employees are our greatest assets, and (2) quality job performance builds our business and credibility in the community. When we perform at or above our customers' expectations, we are usually rewarded with more opportunity to serve more Businesses and Job Seekers alike.

WorkLink System Customers: Our customers are in three primary groups (1) job-seeking customers, (2) employer customers, and (3) the WorkLink Workforce Development System Partners. We define quality service to these customers as a focused, integrated seamless delivery process and excellent customer service, quality career management, and effective job placement to ensure their long-term success.

Performance Management: The WorkLink SC Works System understands that the term quality assurance requires collective action and accountability. True continuous improvement is a result of systematic planning, execution, coordination, and verification. The SC Works System Management Team has a central role in developing processes and mechanisms to stimulate consistent, proactive dialogue with the WorkLink Board staff throughout the relationship. In addition, the Management Team focuses on internal communications, coordination of various partnering organizations, and benchmarking to identify and apply organization wide Best Practices. We motivate staff from different organizations and backgrounds through our efficient delivery design structure and our ability to track and report progress. Through this process, we collectively become as strong as our strongest practice. WorkLink SC Works and our customers reap the benefits.

Staff Development: Training is a vital part of our continuous improvement program. We believe that exceptional supervision and systematic accountability mechanisms are crucial to performance. Continuous staff development through training, job related certifications, and ongoing meetings to communicate customer service expectations are crucial to the long-term success of the system. We emphasize to staff that every customer is different and our ability to customize solutions in response to unique requirements is key to each individual's success. In summary, every customer should expect nothing less than best-in-class service from every employee.

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Strategic Plan Goals of the WDB:

1. We will understand the skill level of the workforce.
2. We will involve business in the WDB and WDB activities.
3. We will integrate the workforce development system.
4. We will create a common theme for the WDB and the workforce system.

SC Works Center Overview

Governance & Oversight

The SC Works system provides employment services and training opportunities to employers and job seekers consistent with the vision and mission of the governing body: WorkLink Workforce Development Board (the “Board”).

The Vision, Mission, and Core Values of the Board for the WorkLink SC Works System are:

Vision Statement: To have a fully employed, skilled workforce.

Mission Statement: To develop the link between employers and the workforce.

Core Values:

- Service to the community
- Commitment to the plan
- Knowledgeable /trained Board members
- Responsiveness
- Excellence
- Supreme customer service
- Desire for excellence
- Good stewardship
- Fostering/enhancing existing relationships

The Board’s authority is established in both Federal and State legislation. The South Carolina Appalachian Council of Governments (SCACOG) serves as the Fiscal Agent for the Board. The Board and the SCACOG have a separate agreement that specifies the authority and responsibilities for each. The Board has the responsibility for building a one stop system that coordinates resources across 18 federal funding streams. The Board, through its fiscal agent, is the direct recipient of WIOA Adult, Dislocated Worker, and Youth funds. The Board may receive additional funds from time to time from a variety of sources, but primarily through the funds administered by the SC Department of Employment and Workforce (SCDEW).

Business Model

The Workforce Solutions Model is focused on increasing the skill sets and employment levels of the workforce by assisting individuals in obtaining or improving the level of employment that leads to self-sufficiency through services delivered in a seamless and integrated delivery system while focusing on

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the needs of business and industry of the region. Additionally, the system should eliminate duplication of services, reduce costs through collaboration, enhance participation, accommodate the demand needs of employers and improve customer satisfaction.

SC Works Centers

The Board has developed an SC Works system that has a comprehensive center near the geographic center of the WorkLink area and placed satellite centers in each of the three counties within the region. The comprehensive center located at 1376 Tiger Blvd, Clemson SC 29631. The comprehensive center consists of all mandated (by WIOA legislation) partners, co-located or technologically linked. The satellite sites consist of two or more partners co-located in the same facility. The satellite locations are:

SC Works Seneca Tri-County Technical College Oconee Campus QuickJobs Development Center 104 Vocational Drive Seneca, SC 29672 (864) 646-1741	SC Works Easley Tri-County Technical College Easley Campus QuickJobs Development Center 1774 Powdersville Rd. Easley, SC 29642 (864) 220-8990	SC Works Anderson 1428 Pearman Dairy Road Anderson, SC 29625 (864) 642- 0466	SC Works Clemson 1376 Tiger Blvd Ste 102 Clemson, SC 29631 (864) 643-0071
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Customers

The SC Works Centers (the Centers) are in the business of serving and meeting employer needs primarily and job seekers secondarily.

Business Customers (Employers)

Strategic Reason – The Business Customer (Employers) are one of two primary customers of the workforce system as their demand for a skilled workforce drives the training and development of the Job Seeker Customer group. Business and Industry create jobs while the citizens of the surrounding communities fill those jobs. Both are needed to generate tax revenue to support our governmental infrastructure that provides Workforce Development Services to both groups.

Job Seeker Customers

Strategic Reason – Job Seekers are the citizens of our communities that are seeking to obtain employment or improve their current employment situation. This group includes everyone that is at an eligible age to work which typically begins at the age of 16 years old. This group is seeking basic guidance and access to free resources as well as access to more intensive or even training opportunities.

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The Center serves many different types of job seekers. These job seekers can have varying barriers to employment. These barriers include:

- Disabled
- Veterans
- Low-Income
- Career Changers
- Re-Entry Ex-Offenders
- Older Workers
- Unemployed
- Chronically Unemployed
- Emerging Workforce
- Others
- Low-Skilled
- Underemployed
- ESL
- Transitioning Workforce

SC Works also serves employers. Characteristics of businesses that are typically served through the SC Works Centers can have similar characteristics some of these characteristics are:

- Hiring (New Start-up)
- Expansion
- Layoff or Layoff Aversion
- Incumbent Worker Training

Products & Services

Description of Products & Services

The center offers many different products and services geared toward employers and job seekers. A list has been provided for both groups. The list contains services that may be provided to both sets of customers from the center.

Section I – Common menu of basic employer services to be offered:

1. Job Postings – Online, phone call, fax, in-person
2. Applicant screening and referral to employer specifications
3. Referral to Professional Testing (Typing, Basic Skills, Microsoft Office)
4. Customized Recruitment (Hiring Events)
5. Job Fairs
6. Provision of Labor Market Information
7. Interviewing Space, Scheduling
8. Provision of information and referral related to:
 - a. Tax Credits
 - b. Community Resources
 - c. Federal Bonding
 - d. Americans with Disabilities Act (ADA)
 - e. Veterans services
9. Incumbent Worker Grants
10. OJT
11. Referral to Customized Training
12. Information on Unemployment Insurance (UI)
13. Rapid Response services
14. Trade Adjustment Assistance (TAA) information and services

Linking Employers & the Workforce

15. Veterans Employment Services

Section II – Expanded List of Employer Services:

1. Customized services for significant company or industry dislocations
2. Referral to career readiness testing
3. Referral to job profiling services – May be free-for-service
4. Referral to Database of career readiness tested applicants
5. Access to career readiness software to upgrade employee skills
6. Labor Market Information packets and brochures

Section I – Common menu of basic job seeker services to be offered to all job seekers:

1. Outreach, intake (which may include worker profiling and rapid re-employment services)
2. Initial assessment
3. Eligibility and service information for all partner workforce development and support programs (e.g. education, public assistance, childcare)
4. Job search assistance, career information and career guidance
5. Resume development services
6. Job matching and referral
7. Local, regional, and statewide labor market information
8. Information on financial aid, including unemployment insurance (UI)
9. Instructions on filing an unemployment insurance claims or unemployment insurance issues
Information on:
 - a. Certified education and training providers
 - b. Local performance outcomes of training providers
 - c. Job fairs and supportive services
10. Orientation to use of personal computers for utilizing virtual tools available through the One-Stop system, including resume software, and enabling job seekers to perform job search activities, secure an email address and use email, and conduct research on employers.
11. Job search/self-marketing skills training (workshops).
12. Information about Entrepreneurship development skills.
13. Access to free virtual tools for job search, self-assessment and career development

Section II – Common menu of services for those enrolled in WIOA or partner programs:

1. Comprehensive assessment of knowledge, skills, abilities, and interest by use of various assessment tools
2. Development of individual employment plans
3. Individual career planning
4. Case management
5. Occupational skills training
6. On-the-job training
7. Referrals to programs or programs that combine workplace training with related instruction
8. Referrals to Adult education and literacy activities
9. Referrals to customized training

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The Center can also provide special services to accommodate those customers who may have special needs.

For example:

- **Disabled** – Special Accommodations
- **ESL** – LEP (Limited English Plan)
- **Veterans** – Priority of Services
- **Older Workers** – SCSEP Program

The center can also help businesses with special needs or in special circumstances such as:

- **Employers that are Hiring** – Hiring Events & OJT
- **Employers that are Expanding** – Referral to ReadySC™
- **Employers that are experiencing Layoffs** – Referral to Rapid Response

Competitors

In the SC Works Center most of the would-be-competitors are in fact partners. Learning to work together is vital to serving the customer. The competition that the SC Works Center staff must keep on the radar is the customer's perception. The customer has high expectations for what the staff can do for them, and the SC Works Center must strive to live up to those expectations.

Market Niche

The Center has to realize opportunities in the area to make the customer experience better. Some tools such as the Labor Market Information can help better the customer experience. According to the Labor Market Information provided on the WorkLink Community shows possible market niches for the WorkLink area. The following levels of numbers of employment by industry were presented:

- Manufacturing – 23,000
- Retail Trade – 15,662
- Health Care/Social Assistance – 15,174
- Educational Services – 15,150

The data demonstrates that manufacturing in the area is the biggest employer. The center should know that the biggest employer in the area is manufacturing and be prepared to react accordingly.

Outreach Plan

Targeting the Message

SC Works will outreach to both employers and job seekers. The center should reach out to employers who are hiring, expanding or in a layoff if it can meet their specific needs. A major part of the outreach to businesses will be the efforts of the Business Services Team with brochures and flyers. Market and

Linking Employers & the Workforce

outreach to job seekers by keeping it simple, general information on location of centers, services, and finding jobs.

Outreach Methods

Outreach Methodology
1. Traditional Marketing
a. Print Material – SC Works Brochures & Flyers announcing location changes, orientation today's & times, and services for disbursement in the community
b. Identify low cost and free Internet Advertisement opportunities
2. Presentations
a. Develop new PowerPoint Presentation Materials
b. Develop an Elevator Speech for staff to use in Community Presentations and meetings
c. Engage more Business & Industry involvement in Workshops
d. Develop Rapid Response Packages
3. Internet Presence
a. Review the WorkLink Website to see if we can make any updates
b. Look at the use of Facebook, Twitter, Blogs, YouTube, etc.
c. Integrated links on Partner Websites to drive traffic

Partners Role in Outreach

All mandated partners will be given information on job seeker services. SC Works WIOA staff will do presentations about new locations. All Business Service staff will be trained on all employer & industry workforce development services and will work with employers to identify needs. Each partner will be responsible for sharing labor exchange information. Partners will attend partner meetings to inform other partners about the center and its products and services.

Measuring Results

As a part of the Outreach Plan and strategies each of the areas identified above will be measured through Customer Feedback. Part of our customer satisfaction survey in the next section will ask about how they heard about us and our services. For internet-based outreach we are able to quantify the traffic based on the number of visits and actions taken by individual users that visit the sites. In the case that we receive negative feedback as a result of specific outreach strategies we will re-evaluate the measurable data and determine whether or not to continue with that strategy or element within our plan.

Performance Outcomes

Performance Metrics & Goals

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The center needs to measure success. To measure success center statistics need to be looked at over time and in context. The Usage Report measures the following data:

Job Seekers Services

- Center Traffic - Total Customer Count & by Center location
- Individuals that Registered – Total & by Center location
- Unduplicated Customer Count – Total & by Center location
- Job Search Services – Total & by Center location
- Workshop Attendance - Total

Employer Services

- Internal Job Orders/Employer Job Openings – Total & by Center location
- Services Provided Employers – Total & by Center location
- Hiring Events - Total & by Center location
- Entered Employments - Total & by Center location
- Rapid Response Events – Total

The operation plan committee discussed the importance of looking at the data from the new delivery service model to the future. The historical data for the center, and the satellites, will be skewed since it contains higher attendance from Unemployment Insurance (UI).

Partner Performance Metrics & Goals

Partner Performance Metrics and Goals are included in the overall SC Works System Performance Metrics and Goals listed above. Included in these metrics are the WIOA and Wagner Peyser Federal Performance Measures as tracked by our Usage Report and WIOA Dashboard. Additional work is needed in this area to better articulate and link each Partners Individual Metrics and Goals to the overall system. The committee identified this as an area of improvement that will benefit the overall system.

Data Types & Collection Methods

Data is being collected in multiple ways. The primary source of system wide data is from SC WOS the State Workforce Reporting System established by SC DEW. There are other metrics that are not captured in SC WOS and tracked externally and locally within the System and/or Centers.

Measuring Customer Satisfactions

The operation plan committee discussed the underutilization of the current customer service survey and how it could be made more “user” friendly as well as if and how it could be utilized to collect, distribute, review, address in order for results to be reported.

The team decided to narrow the survey to six (6) basic questions and have a job seeker complete when in the Center. Staff would enter the data digitally so it could be tabulated through Eckerd Workforce

Linking Employers & the Workforce

Development's internal database Efforts to Outcomes (ETO). The following questions will be included on the survey:

1. What is your primary reason for visiting the Center?
2. During my visit, SC Works Staff were (choices of available, knowledgeable, helpful, etc.)?
3. The following services/resources were helpful to me (choices of computer assisted job search, workshops, individual counseling, coaching and access to available equipment, referrals to other services, agencies & printed materials)?
4. While at the SC Works, I found the following resources easy to use and understand (same as previous question)?
5. How satisfied were you with the range of services, quality of services, timeliness of services, and understanding of the next steps for your job search?
6. Is there anything you would like to add to help us improve services?

Communication and sharing information is the key component and should be shared during Partner meetings. SC Works is a team and if one part of a whole and that when one part is falling short then others should step in to help.

Performance Accountability

Performance accountability is in place and very structured for Wagner Peyser and WIOA Services within the Center. Performance is tracked through structured follow-up services to customers. The WDB will address system wide performance issues to include all System Partners. The System Operator and Center Management are responsible for the accountability of Partners to established MOU's and Resource Sharing Agreements. Each of these are reviewed quarterly and renegotiated annually.

Communication to the WDB

Communication to the WorkLink WDB will flow from the Partner Consortium, through the Operator (Eckerd Workforce Development, Inc.) to the WorkLink Program Director, to the OneStop Operations Committee, to the Executive Committee or Finance Committee or both, and finally to the full Board. Matters of Policy, Operators Contract, Performance issues or any other type situation that requires a vote is taken to the Workforce Development Board for a decision.

Management & Organizational Structure

Management Structure

Overall System

The Workforce Development Board (WDB) has selected the OneStop Operations Committee to oversee the Adult and Dislocated Worker WIOA grant and hired the Operator to manage the SC Works Centers.

Linking Employers & the Workforce **SC Works Comprehensive Center**

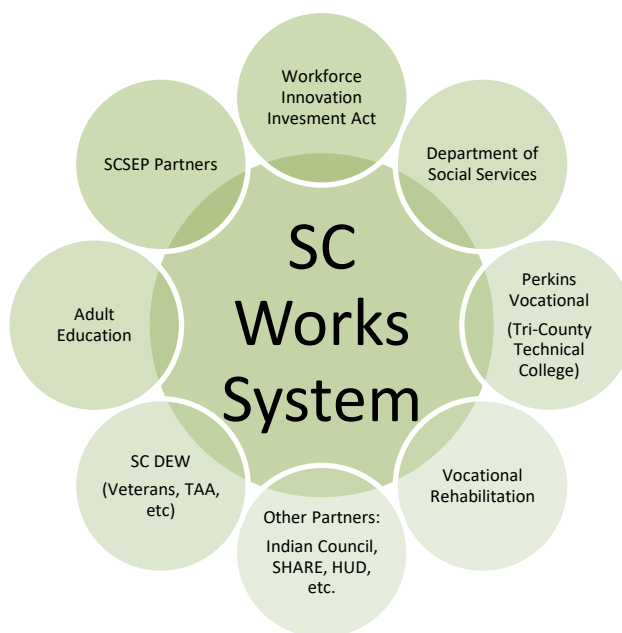
Eckerd Workforce Development was hired by the WDB as the Center's Operator and Center Manager. SCDEW Regional Manager is also part of the Center Management team. Since SCDEW provides many pieces of the job seeker services their management must communicate with the operator, center manager, and WDB.

In the current management structure the SC Works Comprehensive Center Operator also plays the role of the Center Manager. The Center Operator is responsible for building the partnerships and maintaining the referral processes within the system. The Center Manager oversees the physical locations of the SC Works Centers.

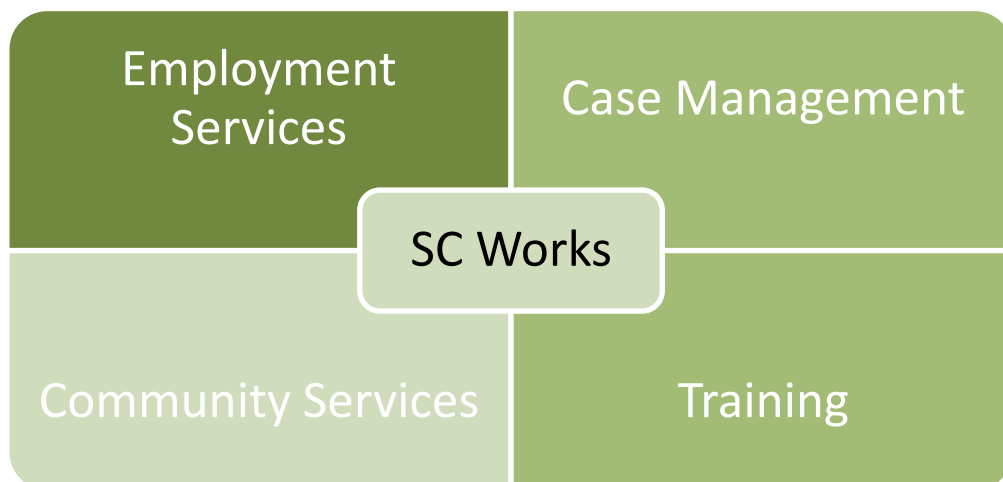
Organizational Chart

Current System (Organizational Chart)

The overall workforce development system organizational structure is a "Referral" system with the idea of moving toward a "Co-Located" system that would be functionally driven. Ideally, we will strive to be an "Integrated" system which the Department of Labor, DOL, has intended since the inception of the Workforce Innovation and Opportunity Act of 2014.

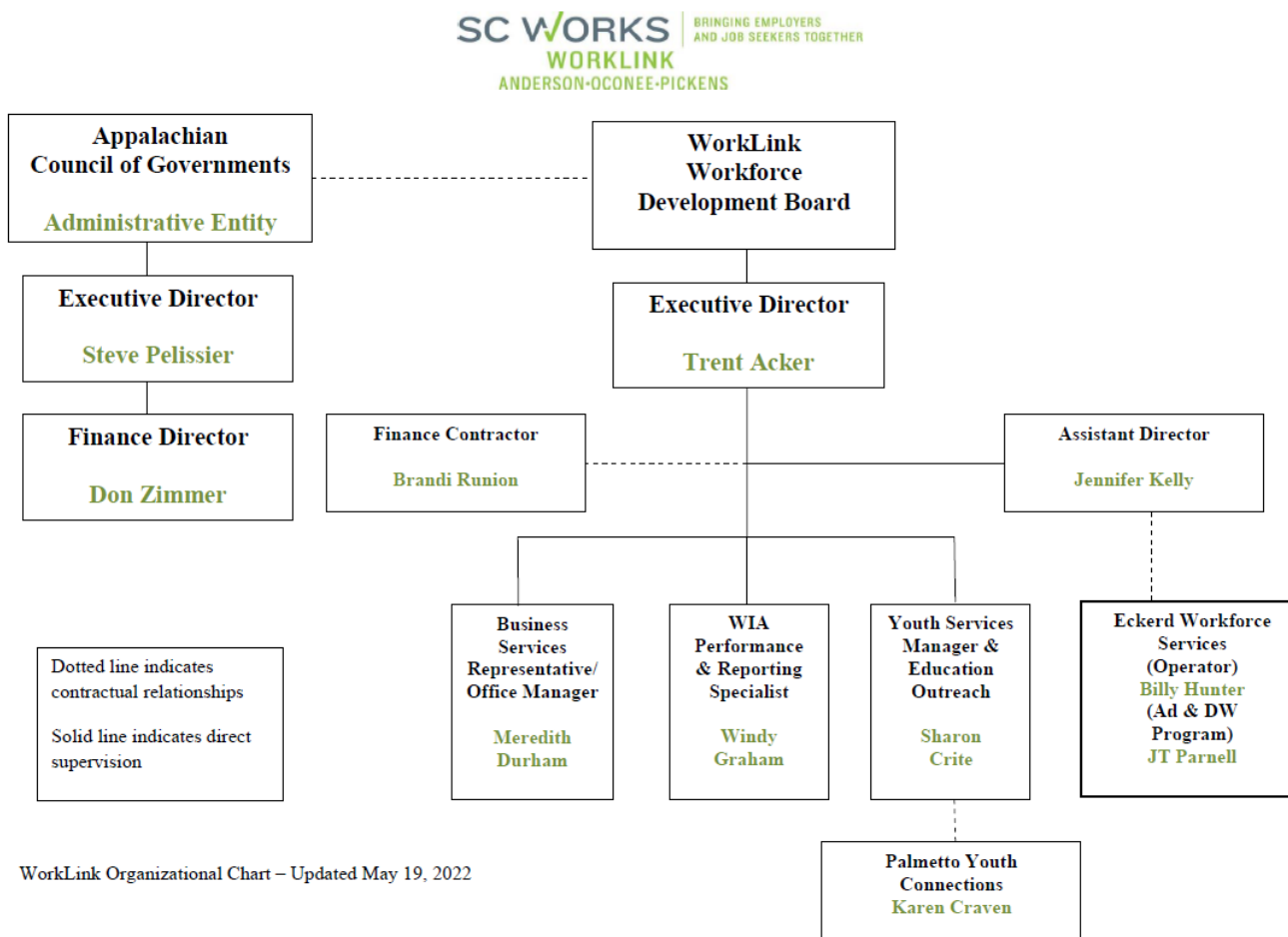


Ideal System (Fully Integrated System)



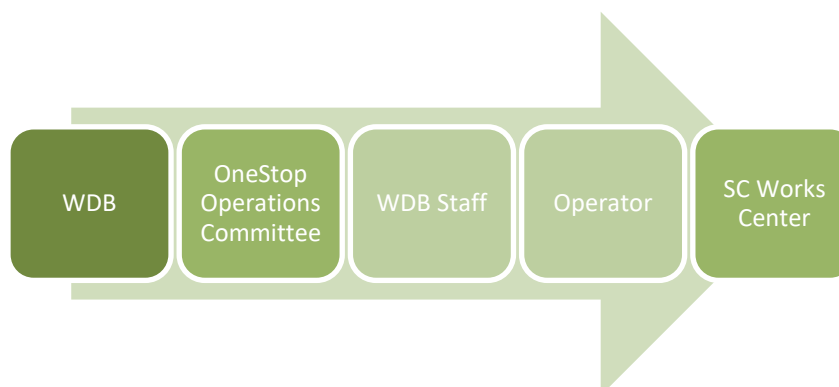
Linking Employers & the Workforce

WorkLink and Service Provider Organizational Chart



Communication Processes

The Board communicates to the centers through the Operator in the following communication flow:



Most of the communication is done via email. The Board communicates to the operator through the OneStop Operations Committee through meetings and emails. The operator passes the Board's instruction to the partners through emails, instruction, and partner meetings.

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Decision Making Process

Some of the decisions being made by various management positions throughout the system include:

The SC Works Comprehensive Center Operator – the Operator will call meetings; ensure Partners are there, promote good communication, etc.

Center Manager – the Manager will secure the meeting room and ensure all materials are available for the meeting.

Center staff collectively – Referrals; decide where customers should go as a procedural issue.

Single Partner agency – Staffing; ensure each site is staffed adequately; and manage their staff.

Staff Development & Training

Staff members are trained and developed through quarterly training sessions, completion of SC Works 101 training, and any certification opportunities that arise periodically. The Staff is also trained in the usage of the SC Works Greeter system that guides customers through the SC Works system and refers them to their needed partner agency/service.

Center Accessibility

Center Maintenance

Facilities are:

- **Clean** – The Center currently has a contract with Green Solutions Group LLC for providing daily custodial services.
- **Designed in a customer friendly manner to enable easy customer flow, easy usage of the resource room and privacy for customers meeting with staff** – The flow recommended by WorkLink was from the Resource Room out to offices and back through the Resource Room.
- **Compliant with ADA requirements** – The Center currently has computer accessibility items in place and a designated restroom which are compliant with ADA requirements. Signage for Handicap spaces is in the process of being installed. There is currently a ramp at the end of the walkway however; a ramp should be placed in front of the building for easier access. The team agrees with a recommendation for the first 3 parking spaces to be used for ADA wheelchair access with a ramp being installed in the front of the building.
- **Secure (personal information, IT, files, facility, etc.)** – All staff has keys to the entry/exit doors and can lock at the end of the day. The custodian with Green Solutions Group LLC also ensures the doors are locked every evening. The City of Clemson Police department performs a weekly

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drive-by checking the security of the facility. Trehel, property owner, has plans to place lights along the rear of the building for better lighting & security. Resource room has Deep Freeze, a program that wipes personal information from computers at the end of each day. DEW has a secure VPN tunnel and Eckerd Workforce Development has a secure router in place directly routed to their corporate offices. Eckerd Workforce Development also has a secure guest account in place for Wi-Fi access with public use locked so that anyone wishing to gain access must obtain login credentials from staff. All files are kept locked in storage room cabinets and shredded when needed.

Center materials are:

- **Up-To-Date** – *Printed materials are continually checked for up-to-date information with assistance from the Resource Room staff ensuring the printed materials are up-to-date. Note: Spanish versions are available and works are in progress to have a bilingual person onsite for translation need*
- **Easy to read** – *Current materials are easy to read and follow.*
- **Integrated** – *Materials are integrated.*
- **Plentiful** – *Center Manager and Resource Room staff work together to keep materials well stocked.*
- **Available in a variety of formats (including access for the disabled)** – *Materials are currently available in a variety of formats and are accessible to meet the needs for disabled individuals.*

It is important to keep equipment up to date in the center. Technology Solutions currently has the contract to maintain the computers in the Resource Room and Green Solutions Group LLC has the contract for custodial service and ensures the computers are cleaned and dusted on a weekly basis. If a need arises, it will be communicated to the Center Manager or the SCDEW Regional Manager who will communicate to the WDB and/or DEW in the case a new equipment purchase is necessary.

All signage is compliant with the current SC Works outreach and branding guidelines issued by SC DEW.

Outreach items that are paid for with WIOA funding must follow the following guidelines (as per WIOA law and ADA requirements):

- 1) SC Works Logo with tagline
- 2) At least one way to contact us
 - a. Web address: www.worklinkweb.com
 - b. Telephone # (Telephone number must include TTY:711)
- 3) American Job Center logo
- 4) EO Statement – “An Equal Opportunity Employer/Program. Auxiliary aids and services available to individuals with disabilities.”
- 5) Amount and % of funding that is issued through US DOLETA. (See the Stevens Amendment Instruction Letter issued by WorkLink.)

Center Staffing

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Currently there is the availability of staff and equipment/machines to assist with disability issues; printed partner and resource materials are available. We will strive to have staff that is specifically trained in certain areas but all will be cross trained to work where and when needed to assist with all customers as well as those with Special Needs.

Maximizing Center Staffing

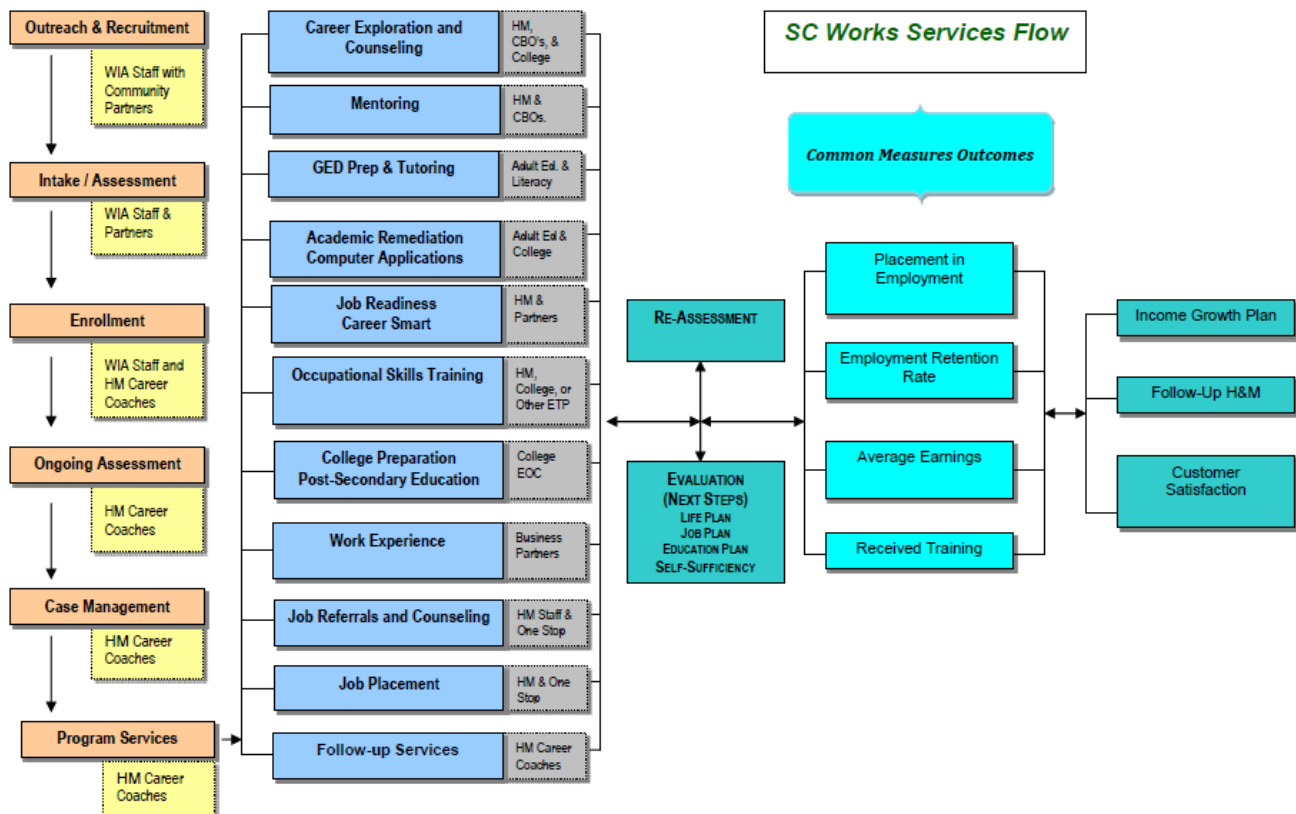
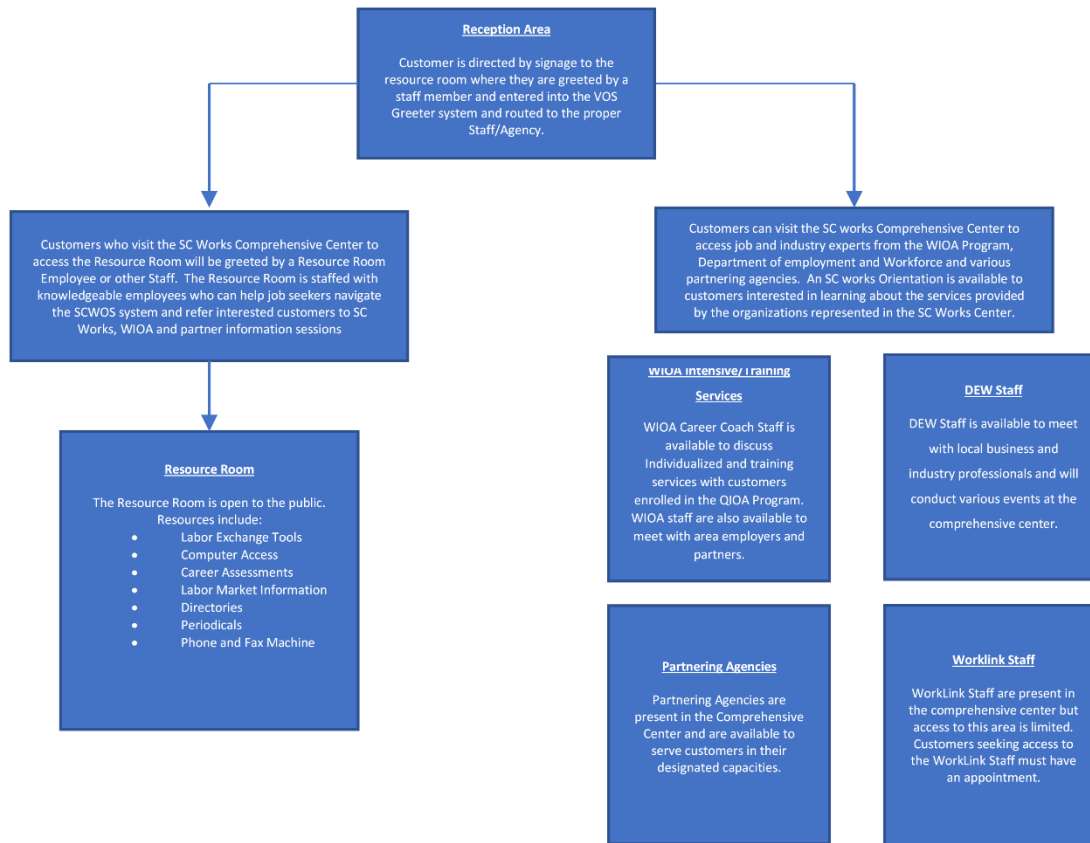
Another part of meeting customer's needs is getting extra help for the center(s). The Comprehensive Center currently has a placement through the SCSEP program that places volunteers. There is also a program the SCDEW is looking in to for providing an internship for the Resource Room. WorkLink is working on the host agency agreement with other SCSEP partners. Vocational Rehabilitation is currently co-locating in the Comprehensive Center as well as in the Satellite locations on a weekly basis. At the present time, a DSS/SNAP and DSS/Workforce Consultant partners are co-located as well.

Services Flow

Flow of Services & Customer Access

Below is a Customer Flowchart of the Comprehensive Center and below that is a Customer Flowchart of the System to show how customers can move through the center and the system. The current Routing Slip has also been added as an **Appendix 3** to show what a customer's options in the center are when they come in for services.

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Incorporating News Services or Products

Along with the Greeter Kiosk the Center uses other tools to inform visitors of the different services available. The Center can showcase new services in the Center by displaying them on the monitor in the resource room. The Center utilizes brochures and other handouts throughout the Center, but displays many of them in the Resource Room.

Partner Service Integration & Special Needs Access

There has been an attempt to align our partners together functionally in the Center. Most case management and training services are closest to the Resource Room to make it easier for the public to engage those services. Our goal is to get our customers to the appropriate person/partner so they may receive the assistance they are requesting. Other linkages to partners include printed materials, internet data, and partner referrals.

System & Center Support Needs

Encouraging more partners to co-locate within the centers would give job seekers more reasons to come to the center. Adding more job seekers would prompt more employer interaction as well. For the Comprehensive Center to be more successful it will need more involvement from job seekers, employers, and partners.

Partner Accountability & Center Support

If partners are not “pulling their weight” the Center will encourage more involvement. The Center has a Memorandum of Understanding with many of the partners involved in the system. These MOUs are designed to encourage participation to ensure the Center’s success.

WDB Support

For the Center to succeed it will need assistance from the local Workforce Development Board. The WDB should provide political assistance to keep all partners involved, provide technical assistance and training for the Center and staff as necessary.

Financial Plan

Comprehensive Center Budget

Please refer to ***Appendix 1*** the ***Memorandum of Understanding***.

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Partner Budget Contributions

The Memorandum of Understanding helps to outline the plan for sharing costs and resources. The Individual Funding agreement is a part of the Memorandum of Understanding and outlines which partners will bring which resources to the Center. WorkLink, the WIOA program, Vocational Rehabilitation, Adult Education, DSS, and SCDEW all pay into the cost of running the Center. The current method of billing is by a Full-Time Employee (FTE) basis. The partners who pay part of the cost are billed on how many full-time employees are located in the Center. Expenses are paid on a quarterly basis.

Financial Efficiency Evaluation Process

All the partners involved in the Center should always try to make the Center better. The committee that met to make suggestions for the Operational Plan had a few suggestions for the future of the Center's finances.

- Our area should look into comparing the Cost Allocation Plan and Individual Funding Agreement to other areas. Seeing how other areas share resources could benefit our Center.
- The Center's finances and sharing should be re-evaluated regularly. During the billing process the FTE count should be monitored and changes given to the WDB's Finance Director.

Business Engagement Plan

Purpose

The Business Service Integration Team seeks to streamline services and provide innovative, effective solutions to assist employers in their workforce needs.

We seek:

- To provide a Labor Exchange model of continuous improvement
- Meet/Exceed the needs of employers and local economy
- Optimize labor and industry programs for Workforce Development
- Substantiate and coordinate efforts of employment services, economic development and educational providers
- Minimize duplication of services, providing a single point of contact
- Maximize levels of expertise, providing an industry expert
- Increase efficiency in communication and information sharing among partners
- Increase customer retention and satisfaction

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Menu of Business Services

The components of the Common Menu of basic business services are defined as follows:

Self-Service Options

- **Job Postings** – Arrangement in which an organization posts a list of open positions (with their descriptions and requirements) so that job seekers who wish to move to another job may apply. *In the case SC DEW, a management information system open to all job seekers has been provided for this purpose.
- **Provision of Labor Market** - the market in which workers find paying work, employers find willing workers, and wage rates are determined
- **Information on Community Resources** - Any agency, company, facility, or service in the community that provides assistance in supporting independence to those at risk.

Staff-Assisted Options for Recruitment

- **Applicant Screening and Referral** – A preliminary assessment of job candidates based on specified criteria which may result in information about an employer being shared with a jobseeker for the purpose of applying for the open job listing.
- **Customized Recruitment** – A process specifically tailored to an individual company in order to match qualified candidates with an employer. Typical customized recruitment efforts include:
 - **Direct Placement** – Assessment and referral of job seekers to employers; assistance to employers on writing and posting job openings for job seekers;
 - **Facilitation of Hiring** – Coordination of screening, testing, interviewing on an employer's behalf; and
 - **Workforce Knowledge** - In-depth, industry-specific knowledge and expertise.
- **Job Fairs** – A career fair (also known as a job fair) is a recruiting event where job seekers meet with multiple employers. Attending a career fair allows job seekers to meet with a variety of employers at one convenient location. The company representatives will provide information about general career opportunities as well as specific details on current openings.
- **Veteran Employment Services** – Veteran programs provide intensive, priority employment services to all veterans, including group and individual career coaching, job referrals, resume preparation help, career fairs and job search workshops, job training programs, and referrals to training services.

Staff-Assisted Options for Hiring and Retention

- **Federal Bonding** - The Federal Bonding Program was established to provide Fidelity Bonds that guarantee honesty for “at-risk,” hard-to-place job seekers. The bonds cover the first six months of employment. There is no cost to the job applicant or the employer. Bonds are made available through SC DEW.
- **Tax Credits** - An amount of money that a taxpayer is able to subtract from the amount of tax that they owe to the government. The value of a tax credit depends on what the credit is being

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provided for, and certain types of tax credits are granted to individuals or businesses in specific locations, classifications or industries. For this purpose, tax credits are for employers that are hiring, retaining, or retraining employees.

- **Americans with Disabilities Act (ADA)** – The ADA prohibits discrimination and guarantees that people with disabilities have the same opportunities as everyone else to participate in the mainstream of American life -- to enjoy employment opportunities, to purchase goods and services, and to participate in State and local government programs and services. Modeled after the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, religion, sex, or national origin – and Section 504 of the Rehabilitation Act of 1973 -- the ADA is an "equal opportunity" law for people with disabilities. For this purpose, information may be provided to an employer upon request in order to meet ADA requirements.
- **Job Profiling** - the process of deciding exactly what tasks are involved in a particular job, and what skills, experience, and personality a person would need in order to do the job, particularly as it relates to a career assessment, such as WorkKeys. *(Fees are determined by the organization responsible.)*

Staff-Assisted Options for Temporary and Permanent Layoffs

- **Unemployment Insurance** - Unemployment Insurance (UI) is a nationwide program created to financially help eligible workers, who are unemployed through no fault of their own, while they actively search for new work. The program allows UI recipients to maintain purchasing power therefore easing the serious effects of unemployment on individual households, the community and the state. Employers finance the UI program through tax contributions and in South Carolina, the Department of Employment and Workforce (DEW) administers the UI program according to guidelines established by the South Carolina Code of Laws, Title 41, and South Carolina Code of Regulations, Chapter 47. In South Carolina, the maximum potential to receive state benefits is 20 weeks.
- **Trade Adjustment Assistance Services** – The federal Trade Adjustment Assistance Program (TAA), administered by the U.S. Department of Labor (DOL), provides comprehensive assistance for workers, like Neal, who have lost their job due to foreign trade. This assistance is at no cost to employers or employees. TAA provides trade-affected workers with opportunities to gain skills and resources needed to become reemployed in a suitable job as quickly as possible.
- **Rapid Response Services** – Rapid Response, an information-sharing service for employees and employers, expedites access to SC's public workforce system and services. Its goal is to help workers get new jobs as quickly as possible. When plant closings and layoffs affect 50 or more workers, the Dislocated Worker Unit (DWU) goes into action for these reasons: Trade Impact; Company Downsizing/Restructuring; Natural Disaster; Plant Relocation; Bankruptcy; and other Factors.

Staff-Assisted Options for Training the Employer's Workforce

- **New Hire Training** – funds the cost of instructors to train potential and existing employees in needed new skills as it relates to new technology, restructuring, new product lines, and other

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factors.

- **Incumbent Worker Training** –training funds for employees needing new skills due to new technology, restructuring, new product lines, and other factors. Funding that significantly upgrades employee skills/wages, helps avert layoffs, and improves retention opportunities receives priority. Employers are reimbursed a portion of the training cost based on the size of the company or the type of funding that is being utilized.
- **On-the-Job-Training** – Employee training at the place of work while he or she is doing the actual job. Usually a professional trainer (or sometimes an experienced employee) serves as the course instructor using hands-on training. Employers are reimbursed a portion of the new employee's time based on the size of the company.
- **Customized Training** – Training (A) that is designed to meet the special requirements of an employer (including a group of employers); (B) that is conducted with a commitment by the employer to employ an individual on successful completion of the training; and (C) for which the employer pays for not less than 50 percent of the cost of the training."



All employer services are offered free of charge unless otherwise noted.

Business Services Team Overview

The WorkLink Business Services Team consists of members representing the following agencies: Department of Social Services, Economic Development, Goodwill, Eckerd Connects, ReadySC, SCDEW (state level, TAA/Trade, Veteran Services, Wagner-Peyser), Tri-County Technical College, Vocational Rehabilitation, and WorkLink.

Roles and Responsibilities

Each partner is an integral part of the Business Service Team. Together as a whole, businesses can find a seamless solution to meet their hiring needs.

The following chart outlines the roles, responsibilities, and primary deliverables of each partner in providing the Common Menu of basic business services as well as any fee-based services.

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Roster of Business Service Team Members

Below is a current list of active partners on the business service team along with the services they provide. We have elected not to provide the names of the individual staff as we regularly welcome new individuals. The partners listed below include representatives from each county and across multiple divisions or departments. At this time we have roughly 42 business representatives that receive invitations and participate in business service team meetings. Partners not listed include the Anderson County library, Adult Education, Upstate Warrior Solutions, Clemson Life, SCMEP, and others.

Partners	Job Postings	Applicant Screening/Referrals	Customized Recruitment	Job Fairs	Federal Bonding	Tax Credits	Community Resources	ADA	Veterans Services	Unemployment Insurance	Incumbent Worker Training	On-the-Job-Training	Customized Training	Rapid Response	TAA Services	Veteran Employment Services
DSS	x	x	x	x	x	x	x									
Economic Development			x			x										
Goodwill	x	x	x	x			x					x	x			
Eckerd												x	x			
SCDEW										x				x		
SCDEW - TAA Services		x		x	x		x	x				x	x	x	x	x
SCDEW - Veteran Services		x		x	x		x		x							x
SCDEW - Wagner Peyser	x	x	x	x	x	x	x	x								x
Tri-County Technical College			x	x							x	x	x	x	x	x
Vocational Rehabilitation	x	x	x	x	x	x	x	x	x		x	x	x			
WorkLink				x							x			x		

Business Engagement Strategy

WorkLink has adopted an Account Management System to focus our Business Engagement Strategy.

Existing Employer Relationships

- Those partners with existing, positive relationships will continue to serve these employers' per the employers' wishes.

New Employer Relationships

- Each employer should be assessed for any needed business solutions regardless of the partner program having the contact. The business team member will represent the array of available services to the employer.

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- The appropriate Partner to provide the service will be contacted by the team member that reached out to the employer for follow-up on the employer's need or interest in the specified service.
- SC DEW will be responsible for facilitating new employer accounts in SCWOS.

Business Service Team members will only provide outreach services to those employers who reside in the WorkLink region. For those employers' seeking employer services outside the WorkLink region, the Business Service Team will work with the appropriate regions' Business Service Representative to provide services. If an employer from outside our region requests a job posting, the Business Service team will refer the employer to the appropriate region's Business Representative.

An informal or formal assessment of the business's needs must be conducted at the initial visit. The goal of the assessment is to determine what support they need in hiring or retaining their workforce, rather than selling a specific program or service. The intent is to build an effective and positive relationship with the employer. The assessment should determine which solutions may work best and provide either contact information to appropriate resources or make the connection with the appropriate business service team member for follow-up.

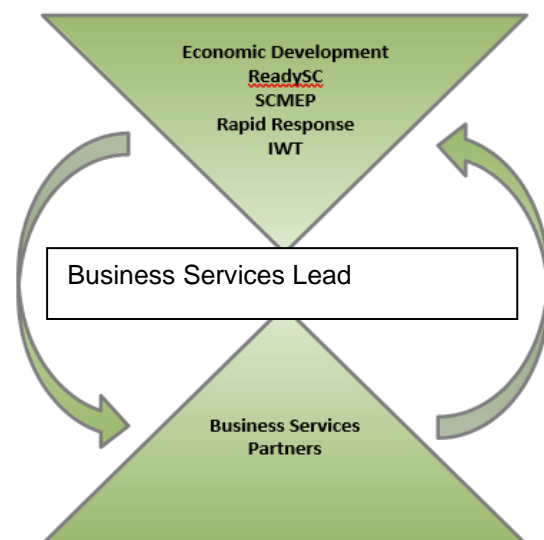
Business Services Team Lead & Organizational Chart

The Business Services lead is appointed by the WorkLink Board and serves as the convener of partner agencies to discuss employer services. Any agency may submit a name to serve as the Business Lead along with any qualifications and experience that individual has to lead the team. The One Stop Committee reviews and nominates the Business Service Lead and the Board votes on the nominee.

The team is managed as a unified entity by the Business Services Lead. The Business Service Team meets quarterly but may be convened on an ad hoc basis or at the request of an employer or partner. The Business Services lead serves as a central point of contact for communication about employer needs.

The appointed Business Services Lead will serve as the primary point of contact for Economic Development, readySC, SCMEP, Rapid Response, and IWT. This individual will funnel all leads to the appropriate Business Service Team member.

Single Point of Contact



The appointed Business Service Lead will also coordinate job fairs and hiring events ensuring that the

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events are well coordinated, advertised, and appropriately staffed. Any event may be led by another partner agency at the partner's discretion but should be communicated with the team.

Communication & Referrals

Communication will be documented through SCWOS under the employer's SCWOS account and will be immediately relayed via email (or telephone) to all appropriate parties. The SCWOS referral system will be the primary delivery system along with a case note and an accompanying email for referring partners to employers for further discussion of needs and services available.

Each Business Service team member will give appropriate updates at quarterly team meetings. State guidance and information of an immediate nature are blasted out through the SC Works Operator or the Business Services Lead. The One Stop Operator and the Business Service Lead work in conjunction to coordinate business services for the Centers.

SC Works Branding

Any events and outreach materials funded in part by WIOA or hosted by SC Works are subject to the outreach guidelines listed in the Outreach plan.

Business Service Team Training

Training and education are offered at every business service team meeting. The Business Services Lead also provides one-on-one assistance to new team members and provides an overview of how we manage business services. Referrals are spotlighted in particular, and each partner is given an opportunity to update their contact information to be shared with the group.

Focus by Industry

In order to receive input on critical success factors, businesses are consulted during focus groups, one-on-one consultations, and employer surveys. The Business Service team members have been actively involved in the Workforce Development Alliance. The Workforce Development Alliance group seeks to engage employers in ongoing dialogue in order to understand their needs and respond to them. In addition to this, team members are actively involved in SHRM, plant manager, and other industry focused groups in the three-county region.

Based on employer feedback described above, the WorkLink Workforce Development Board has chosen to focus on the following industries (plus one occupation) in regard to providing training for the WIOA participants in our workforce region. Employer Service efforts will be focused on these key industries. Should there be existing industries outside of these that request our services, those needs will be addressed as they arise.

Administrative and Support and Waste Management and Remediation Services

The Administrative and Support and Waste Management and Remediation Services sector comprises

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establishments performing routine support activities for the day-to-day operations of other organizations. These essential activities are often undertaken in-house by establishments in many sectors of the economy. The establishments in this sector specialize in one or more of these support activities and provide these services to clients in a variety of industries and, in some cases, to households. Activities performed include: office administration, hiring and placing of personnel, document preparation and similar clerical services, solicitation, collection, security and surveillance services, cleaning, and waste disposal services.

Construction

The construction sector comprises establishments primarily engaged in the construction of buildings or engineering projects (e.g., highways and utility systems). Establishments primarily engaged in the preparation of sites for new construction and establishments primarily engaged in subdividing land for sale as building sites also are included in this sector. Construction work done may include new work, additions, alterations, or maintenance and repairs. Activities of these establishments generally are managed at a fixed place of business, but they usually perform construction activities at multiple project sites. Production responsibilities for establishments in this sector are usually specified in (1) contracts with the owners of construction projects (prime contracts) or (2) contracts with other construction establishments (subcontracts). Occupations may include: Carpenters, Construction laborers, Construction managers, Electricians, and Operating engineers and other construction equipment operators. (*North American Industry Classification System*)

Health Care and Social Assistance

The Health Care and Social Assistance sector comprises establishments providing health care and social assistance for individuals. The sector includes both health care and social assistance because it is sometimes difficult to distinguish between the boundaries of these two activities. The industries in this sector are arranged on a continuum starting with those establishments providing medical care exclusively, continuing with those providing health care and social assistance, and finally finishing with those providing only social assistance. The services provided by establishments in this sector are delivered by trained professionals. All industries in the sector share this commonality of process, namely, labor inputs of health practitioners or social workers with the requisite expertise. Many of the industries in the sector are defined based on the educational degree held by the practitioners included in the industry.

Manufacturing

The Manufacturing sector comprises establishments engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products.

Establishments in the Manufacturing sector are often described as plants, factories, or mills and characteristically use power-driven machines and materials-handling equipment. However, establishments that transform materials or substances into new products by hand or in the worker's

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home and those engaged in selling to the general public products made on the same premises from which they are sold, such as bakeries, candy stores, and custom tailors, may also be included in this sector. Manufacturing establishments may process materials or may contract with other establishments to process their materials for them. Both types of establishments are included in manufacturing.

Professional, Scientific, and Technical Services

The Professional, Scientific, and Technical Services sector comprises establishments that specialize in performing professional, scientific, and technical activities for others. These activities require a high degree of expertise and training. The establishments in this sector specialize according to expertise and provide these services to clients in a variety of industries and, in some cases, to households. Activities performed include: legal advice and representation; accounting, bookkeeping, and payroll services; architectural, engineering, and specialized design services; computer services; consulting services; research services; advertising services; photographic services; translation and interpretation services; veterinary services; and other professional, scientific, and technical services

WorkLink has adopted one occupational exception: CDL Truck Driving. Although categorized as part of the Transportation and Warehousing industry, CDL truck driving is an occupation that supports ongoing business across all industries.

Industry Experts

Business Service Team members will be knowledgeable of all labor and industry workforce development programs for employers and will make appropriate referrals to partner staff to follow-up regarding specific program offerings.

The WorkLink Business Services team members that represent SCDEW will primarily target the manufacturing (including advanced manufacturing as well as entry level and various textile positions) and healthcare industries. The Corporate and Community Education Division (CCE) at Tri-County Technical College offers focused training programs to promote and support individual success, as well as support community and economic development. They partner with businesses to develop their workforce by providing advanced, specialized, and often tailored training programs.

Industries supported by Tri-County Technical College with education and training include: Manufacturing, Transportation, Healthcare, Business/Office/Computer IT, and Construction. The primary business engagement strategies for Vocational Rehabilitation include Manufacturing/Warehouse, Customer Service, Food/Restaurant, Janitorial/Custodial, and Retail.

Overview of the Expected Performance Outcomes

Each member of the WorkLink Business Services Team has an overall goal of assisting the local employers with their recruitment and hiring needs as well upskilling and retention of their workforce.

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Individual Partner Goals:

- SCDEW has goals for the Recruiter and Virtual Recruiter. They each have a goal of 20 employer contacts and 12 Job Development Attempts per month.
- Tri-County Technical College's Corporate and Community Education Division has a performance goal of 80% completion rate for programs of study and job placement upon graduation of students.
- Vocational Rehabilitation has a goal of attaining five placements per year through their apprenticeship program, hosting a minimum of three Business Partnership Network meetings per year, hosting at least one job fair per year at each office, and attending at least two external job fairs per year.
- WorkLink Business Services Lead has a goal of making at least ten employer contacts per week and attending the monthly Society for Human Resource Management meetings (SHRM) in each of the three counties (Anderson, Oconee, and Pickens). The Business Services Lead is also required to support all three Economic Development teams as needed.

The WorkLink Workforce Development Board reviews employer services and business services activities on a bi-monthly basis and will evaluate and determine if there are any goals above and beyond the state Business Services Metrics goals.

As part of this, Customer Service Satisfaction is tracked. We seek to know what services were used, how helpful they were, whether they would use our services again, how our services benefited them, and what we could do better next time. Results are shared with the team and discussions around process improvement facility changes in service delivery.

Each team members' activities, which will be shared monthly with the Business Services Team, will encourage more communication as well as better partnerships. With this increased communication and sharing of information, the partners will be able to better collaborate to assist each other with meeting their individual goals.

Appendices
