

WorkLink Specific Policies and Information (begins pg 2)

WorkLink Data Request from Bidders Conference Added (12/16/2022) - pages 79-88

Upper Savannah Specific Policies and Information -(begins pg 89)

WorkLink

WIOA INSTRUCTION LETTER NO.: PY'21-06 (Replaces Revised PY'19-02)

SUBJECT: Local Supportive Service Policy (Adult and Dislocated Worker Only)

ISSUANCE

DATE: February 2, 2022

EFFECTIVE

DATE: Immediately

EXPIRATION

DATE: Indefinite

PURPOSE: The purpose of this instruction is to establish guidelines for providing supportive services for WIOA participants in the local WorkLink Workforce Innovation and Opportunity Area.

BACKGROUND: The goal of the Workforce Innovation and Opportunity Act is to ensure access for all individuals, of every skill level, the opportunity to pursue the skills, training, and education they need to obtain employment that will lead to financial stability and economic security for themselves and their families. The Act authorizes supportive services for individuals registered in WIOA programs who are receiving WIOA services.

POLICY: The term "Supportive Services" refers to those financial-based or physical accommodations that are reasonable and necessary, and required, in order for a participant to participate in activities authorized under Title I of the Workforce Innovation and Opportunity Act (WIOA). In addition, any adult or dislocated worker who is enrolled and receiving WIOA services may be eligible for supportive services if they are unable to obtain assistance from other programs providing such services. Participants enrolled in youth funded WIOA services should follow the Youth Supportive Service policy. In general, supportive services may include needs-related payments, childcare, transportation, housing assistance, and a variety of other related expenses.

SECTION 1 - MAXIMUM ALLOWABLE LIMITS

Supportive Services for adults and dislocated workers are available up to a maximum total of \$3,000 per program year. Please review each individual type of supportive service for additional caps.

SECTION 2 - ADMINISTERING SUPPORTIVE SERVICES

Payor of Last Resort

WIOA is a payer of last resort and so only if a participant cannot find financial relief by other means should WIOA provide supportive services.

The availability of and referral to non-WIOA sources is one of the services that must be made available to adults and dislocated workers through the One-Stop delivery system. Case Managers are expected to make appropriate referrals for supportive services on behalf of participants to partner agencies. It will be left to the discretion of the Case Manager that all appropriate non-WIOA sources of funding have been explored or exhausted.

Documentation Requirements: Case Managers must document in case notes efforts to access non-WIOA sources to justify providing supportive services through WIOA. All referrals to partners should be issued through the SCWOS system and a hard copy provided to participants. In the event that the referral cannot be made through SCWOS, the case manager may provide a paper referral form to the participant and place a copy in the participant's hard file.

Supportive Service Payments

With the exception of transportation reimbursement and Needs-Related Payments, all supportive service assistance payments should be issued directly to the vendor on behalf of the participant (i.e. childcare provider, automotive repair shop, gas or electric utility company, etc.). As an alternative, the service provider may instead pay the cost on behalf of the participant and be reimbursed through the monthly billing process. All appropriate documentation should be available as part of reconciliation and appropriate documentation included in the participant's hard file.

In emergency situations - the participant may receive reimbursement based on an itemized receipt or current bill (a copy should be maintained in the participant's hard file). The service provider must verify that the receipt or bill is for the supportive service and from the vendor agreed upon by the participant and the case manager, and that the receipt or bill is dated within the appropriate timeframe of the supportive service code. A case note must justify the emergency situation.

Supportive Service Tracking

A Supportive Services Report for each supportive service recipient will be maintained by the WIOA service provider and made available upon request. The WIOA Program Manager will verify that the maximum amount of funded supportive services is not exceeded.

SECTION 3 - DETERMINING SUPPORTIVE SERVICES FOR PARTICIPANTS

Eligibility for Supportive Services - Who May Receive

Those who may receive supportive service assistance payments include those who meet the following criteria:

- The service provider's grant has supportive service funding available to accommodate the request.
- Total supportive service expenditures (including vouchers issued to vendors, but the resulting invoice has not yet been paid) has not exceed \$3,000 during the current program year for the participant.
- A supportive service need was identified for the participant to complete a qualifying WIOA activity. The need for supportive services is documented in the assessment, IEP, and case notes.
- The participant is currently active. Supportive services cannot be paid for activities occurring prior to WIOA enrollment and cannot occur after exit (TEGL 19-16).

- Documentation or evidence shows that all other reasonable means for obtaining or receiving non-WIOA assistance/support have been explored or exhausted.
 - For childcare assistance – applicant must have proof of ABC Voucher eligibility determination
 - For transportation – applicant must have proof of valid driver’s license only in the case of those requesting gas reimbursement
 - For car repairs – applicant must provide two quotes from licensed repair facilities and proof of ownership (i.e., name listed as a driver on insurance, registration, car title, etc.)
- *Childcare/Dependent Care, One-Time Emergency Assistance, and Needs-Related Payment recipients must be Low Income* - Those who are determined low-income, as described in “WIOA Family Income Guidelines For South Carolina,” as outlined in the current Instruction Letter: Updated Family Income Guidelines.

Documentation: Initial determination for Childcare/Dependent Care, One-Time Emergency Assistance, and Needs-Related Payments will be based on low-income status as notated on the Eligibility Determination application for WIOA assistance.

If a participant is not low-income at the time of application, a participant may re-apply for supportive services at any time. WIOA staff should use the same procedures as that of Eligibility Determination to determine low-income. Documentation should be dated and kept in the participant’s hard file.

SECTION 4 - ALLOWABLE SUPPORTIVE SERVICES FOR WIOA PARTICIPANTS

For both adult and dislocated worker services

A. TRANSPORTATION ASSISTANCE

To receive transportation assistance, the participant is not required to be low income.

- **Direct Transportation**

If a participant is unable to attend a WIOA activity or training because they lack a driver’s license and/or access to a car, the case manager may provide or procure transportation. Transportation will be provided temporarily while participants make a transition plan to provide their own transportation.

Bus, ride share, car service, taxi, and other fare fees are allowable costs.

Case managers should consider cost when procuring transportation. Public transportation should be utilized when available. Arrangements may be made with other agencies that transport participants or with for-profit businesses. The service provider should have an agreement with the transportation provider specifying the cost and billing arrangements.

The service provider may choose to pay private individuals selected by participants to provide transportation. Prior to using a private individual to provide transportation, the service provider must verify the individual providing transportation has a valid driver’s license and car insurance. In this instance, the service provider will follow the Transportation Reimbursement procedure outlined in this

policy. Mileage should be calculated based on the driver's home address to the participant's address to the location of the activity.

- Transportation Reimbursement

Participants not receiving Direct Transportation supportive services may receive transportation assistance to help defray the out-of-pocket expenses associated with WIOA activities or training.

Reimbursement is available to those participants (1) attending full-time training (or other qualifying WIOA activities), (2) not receiving other transportation funds from partner programs, AND (3) traveling from night-time residence to a training provider at the following mileage and rates:

- 0 to 24 miles one way - \$10 per day
- 25 to 50 miles one way - \$15 per day
- 51+ miles one way - \$20 per day

Transportation will only be reimbursed for days that the participant attended training. The WIOA participant must submit time and attendance sheets to their assigned case manager by the required deadlines in order to be reimbursed. Each time and attendance sheet must be signed by an authorized training instructor at their approved training provider.

For trainings that require the participant to stay multiple nights near the training provider, mileage will be calculated from the closest hotel with a reservation available or from the local residence at which they are staying.

B. TRAINING RELATED ASSISTANCE

To receive training-related assistance, the participant is not required to be low income.

- Driver's Training

Pays for driver's training. This does not include CDLs.

- Lodging

For participants attending on-site training more than 75 miles away from the participant's night-time residence, the participant may receive up to \$94 per night for a hotel. In order to receive this, the participant must be scheduled to attend training for three or more days per week. The lodging facility must be approved in advance by WorkLink staff. Payments may be made in advance only to the lodging facility.

Classroom Training

- Training-Related Costs

Service providers may approve expenses for training related items not already covered under an Individual Training Account, such as books, fees, school supplies, uniforms, and other necessary items.

- Fees, Permits, Certifications or Licenses

Service providers may pay for fees related to obtain certifications, such as real estate license, driver's license, GED fees, etc.

- Miscellaneous

Service providers may pay for training-related applications, tests, and certifications not otherwise described above, but required for participation in training.

Employer Required or Work-Based Learning

- Work Clothing or Uniforms

The maximum amount for work clothing is \$250.

Supportive Service funding can be provided for work clothing or uniforms required, but not paid by an employer or training program. Clothing and uniforms include steel-toed shoes, hard hats, protective eyewear, smocks, etc.

- Work-Related Tools

The maximum amount for work-related tools should not exceed \$500.

Service providers may pay for work-related tools required by an employer. The employer must provide a letter or policy detailing the work-related tools to be provided by the participant. Case managers may purchase the minimum required tools as long as they are necessary for continued participation or a condition of employment. The WIOA manager must insure that procurement procedures are followed.

- Miscellaneous

Service providers may pay for employment and work-based learning related fees, permits, applications, tests, licenses, and certifications not otherwise described above, but required for participation in training.

C. CHILDCARE OR DEPENDENT CARE

To receive childcare or dependent care related assistance, the participant is required to be low income.

Participants who have out-of-pocket expenses associated with childcare or dependent care while attending activities or training may receive assistance to defray the cost.

Due to the limited amount of funds available, it is important that case managers insure that WIOA participants seeking childcare or dependent care assistance exhaust all available community resources available to them. If there is adequate proof that the case manager and the participant have exhausted those community resources, then child care assistance may be provided.

Documentation Required

For childcare or dependent care supportive service assistance, vendor agreements, invoices, and time and attendance sheets are required documentation that must be kept in the participant's hard file.

Childcare or dependent care will only be paid to the child care or dependent care provider. Documentation and/or invoices must be collected by the service provider. The documentation or invoice must be itemized, showing the following information:

- The child or children in daycare;
- The name of the parent(s) or legal guardian(s);
- Times and dates covered; and
- Total charges.

No late fees will be paid with WIOA funding.

Childcare or dependent care assistance will only be reimbursed for days that the participant attended training. The WIOA participant must also submit time and attendance sheets to their assigned case manager by the required deadlines to ensure timely payment to their child or dependent care provider. Each time and attendance sheet must be signed by an authorized training instructor at their approved training provider.

Age Limitations

- Child care assistance for those under age 13 when the care is provided. The program manager may permit child care payments thru age 14 if expressly requested by the participant.
- Dependent care is not limited by age.

Reimbursement Amounts

Reimbursement is available to those participants attending approved activities at the following rates:

- Childcare

During the school year:

- \$25 per day for each pre-school aged child
- \$10 per day for each school-aged child 12 years old and younger

During the summer:

- \$25 per day for each child 12 years old and younger

Case managers will follow the participant's school district calendar.

- Dependent Care

- \$10 per day for each dependent adult

D. EMERGENCY ASSISTANCE

To receive emergency assistance, the participant is required to be low income.

- One-time Emergency Costs

- Minor Car Repair - Minor Car Repair should not exceed \$500.00.
- Utilities - Pays for electric, water or gas bill. Excludes telephone, cell phone, and internet bills.
- Housing - Pays for housing cost, such as rent. Mortgage payments may not be paid with WIOA funding.

One-time emergency costs exceeding \$1,000 must be approved by the Administrative Entity.

E. MEDICAL OR RELATED ASSISTANCE

To receive medical or related assistance, the participant is not required to be low income.

- Reasonable accommodations for those with disabilities – Pays for a reasonable accommodation that a participant needs in order to participate in training. The accommodation should not exceed \$1,000.
- Medical Assistance – Limited funding is available to provide medical services required for an individual to participate in individualized career services and/or training. Payments for medical assistance should be made to the provider, not the participant. The maximum amount that can be paid per participant is \$500 during participation in the program.

Allowable Medical Assistance

- Pre-employment/training physicals required by a training program
- Immunizations
- Pre-employment drug tests
- Dental extractions and dentures
- Eyeglasses but not contact lenses or any type of eye surgery
- Hearing devices

F. OTHER ASSISTANCE

To receive other assistance, the participant is not required to be low income.

- Background Checks – Pays for background checks, such as motor vehicle records check, criminal records (SLED), etc. when required for training.
- Translation Services – Pays for translation services on behalf of an English language learner.

G. LEGAL AID SERVICES ASSISTANCE

To receive legal aid services assistance, the participant is not required to be low income.

- Expungements - Assistance for an expungement may be offered in situations where a single offense is prohibiting a participant from obtaining employment and the participant is unable to pay for expungement themselves. In determining whether or not to provide expungement assistance, the case manager should consider whether or not the participant will be employable upon the conclusion of the expungement process and any career and training services they may be participating in. The following conditions must exist:
 1. The participant must first complete the expungement application and submit the expungement application to the solicitor's office. The participant must then provide to the case manager confirmation from the solicitor's office that the offense is eligible for expungement.
 2. Assistance is limited to a one-time payment made to the solicitor's office.

3. Assistance is capped at \$500. If total cost of the expungement is more than \$500, participant would need to pay any difference to the solicitor's office and provide confirmation of this payment.
- Driver's License Reinstatement Fees – Pays for fees associated with reinstatement of a driver's license.

H. COVID-19 Supportive Services

To receive COVID-19 supportive services, the WIOA participant must be low-income.

During State of Emergency declarations by the Governor of South Carolina due to the COVID-19 pandemic, the following described supportive services can be made available to WIOA participants.

1. Personal computers or laptops (with printer optional) may be purchased for WIOA participants meeting the following requirements:
 - Either is currently participating in training or has a start date for training in a course of study that is offered online or traditionally offered in-person, but has been adapted for online learning;
 - Is considered low-income;
 - Does not have access to a working computer or laptop in their residence; and
 - Does not have access to a working computer or laptop in an alternate location that complies with executive orders and maintains social distancing requirements as mandated by the Governor of South Carolina.

Purchasing Requirements - Personal computers or laptops should meet minimum requirements of the Training Provider, and if available, purchased through the Training Provider. A minimum of three informal quotes (printouts from websites) should be considered prior to purchase. The Service Provider is required to maintain those quotes in the participant's file and clearly label which computer was purchased. If the participant cannot purchase the needed equipment and submit documentation for reimbursement, Eckerd should attempt to establish a vendor agreement with local companies that will accept vouchers. If this option fails, Eckerd may purchase the equipment on behalf of the participant, and request reimbursement via the monthly invoices submitted to WorkLink.

The **total cost** of the computer or laptop (to include printer if needed) **should not be more than \$500**.

Documentation Requirements - The Case Managers must clearly justify and explain the purchase of the laptop, and document in case notes other avenues explored in meeting the computer requirements (i.e. borrowing from a family member/friend, arrangements with a community organization, lease through the Training Provider, etc.). It will be at the case manager's discretion to determine when these means have been exhausted. The final laptop bill(s) must be placed in the hard file with the quotes.

2. Internet Bills may be reimbursed to WIOA participants that meet the following requirements:

- Either is currently participating in training or has a start date for training in a course of study that is offered online or traditionally offered in-person, but has been adapted for online learning;
- Is considered low-income;
- Does not have access to the internet in their home; and
- Does not have access to secure, stable, reliable internet at an alternate location that complies with executive orders and maintains social distancing rules as mandated by the Governor of South Carolina.

Reimbursement Requirements – The case manager may reimburse the **total** cost of the internet bill as long as signed attendance sheets indicate that the WIOA participant attended online classes during the timeframe covered by the internet bill. The case manager must validate that the WIOA participant resides at the address listed on the internet bill (may be through state issued id, self-attestation, family member included in family size, etc.). Only standard internet costs will be reimbursed, anything above standard internet costs, such as cable and phone packages or higher download/upload speed packages will be the WIOA participant’s responsibility. Any bills received for timeframes where the participant did not attend classroom training (either class had not yet begun, class ended, or they failed to attend) will not be reimbursed. Timely set-up and cancellation of internet service is the WIOA participant’s responsibility. **No late fees will be paid.**

Documentation – The Case Managers must clearly justify and explain the need for reimbursement of internet bills, and document in case notes other avenues explored in meeting internet requirements (i.e. free or trial options for internet access, etc.). It will be at the case manager’s discretion to determine when these means have been exhausted. A copy of the internet bill must be placed in the hard file with attendance sheets.

All vouchers issued for exceptions listed in this section on behalf of participants must fall within the State of Emergency declaration dates.

SECTION 5 - ALLOWABLE NEEDS-RELATED PAYMENTS (NRP) FOR WIOA PARTICIPANTS

For both adult and dislocated worker services – can be received in conjunction with other supportive service payments and is subject to the \$3,000 supportive service cap per year.

To receive Needs Related Payments, the participant is required to be low income.

Needs-related payments are designed to provide a participant with financial assistance for the purpose of enabling them to participate in training services. Many individuals in need of training services may not have the resources available to participate in the training; therefore, needs-related payments can help individuals meet their non-training expenses and help them to complete training successfully (Reference TEGL 19-16).

Eligibility for Needs Related Payments (NRP)

NRP are available for adults and dislocated workers who meet the following criteria:

- A. Specific eligibility requirements for adults
 1. Must be unemployed; and

2. Does not qualify for, or has ceased to qualify for, unemployment compensation; and
3. Must be enrolled in a program of training services under WIOA.

B. Specific eligibility requirements for dislocated workers

1. Must be unemployed; and
2. Have ceased to qualify for unemployment compensation or trade readjustment allowance under TAA; and
3. Be enrolled in a program of training services under WIOA Section 134 (c)(3) by the end of the 13th week after the most recent layoff that resulted in a determination of the worker's eligibility as a dislocated worker, or, if later, by the end of the 8th week after the worker is informed that a short-term layoff will exceed six months.

C. Specific eligibility requirements for dislocated workers not eligible above.

1. Must be unemployed; and
2. Did not qualify for unemployment compensation or trade readjustment allowance under TAA; and
3. Be enrolled in a program of training services under WIOA Section 134(c)(3).

Administering Needs-Related Payments

The level of a needs-related payment made to an adult or dislocated worker must not exceed the greater of:

- (1) The applicable weekly level of unemployment compensation benefits for participants who were eligible for unemployment compensation benefits; or
- (2) If such worker did not qualify for unemployment compensation, an amount equal to the poverty line for an equivalent period, the amount should be adjusted to reflect changes in total family income. (Reference the most current "Updated Federal Income Guidelines" Instruction Letter issued by WorkLink, attachment titled "Poverty Level Guidelines for South Carolina" used to determine NRP.)

Eligible Participants may be issued Needs Related Payments as follows:

- Adults (Category A) and Dislocated Workers (Category C) - Needs-related payments will be limited to \$5 per hour in training, not to exceed \$150 per week.
- Dislocated Workers (Category B) – Needs related payments will be the same as their most recent exhausted UI or TAA/TRA payment not to exceed \$150 per week.

NRPs are included in the overall Supportive Service cap of \$3,000 per program year.

Documentation Requirements: Case managers should ensure that the participant's most recent UI determination showing lack of eligibility, or the most recent UI or TAA/TRA benefit amount (that is currently exhausted) is included in the participant's file.

Only those enrolled in a program of training services under WIOA Section 134(c)(3) are eligible for Needs Related Payments; therefore, time and attendance sheets are to be used to ensure adequate participation in training services and are to be kept in the participant's hard file. In order to receive this payment, WIOA participants

are required to abide by the Training Provider's attendance policy and turn in time and attendance sheets by the case manager's deadlines.

May needs-related payments be paid while a participant is waiting to start training classes?

Yes, NRP may be provided if the participant has been accepted in a training program that will begin within 30 calendar days. Documentation from the Training Provider confirming the participant's start date in the approved training must be included in the participant's hard file.

SECTION 6 - REQUESTS FOR EXCEPTIONS

When requesting an exception to any part of this policy, the service provider's program manager, or designated appointee, should fill out the Request for Exception form (Attachment A) and submit it to the Adult/DW grant point of contact for approval.

SECTION 7 - SUPPORTIVE SERVICES NOT ALLOWABLE FOR WIOA PARTICIPANTS

- Fines and penalties such as traffic violations, late finance charges, and interest payments;
- Entertainment including tips;
- Contributions or donations;
- Vehicle payments;
- Refundable deposits;
- Alcohol or tobacco products;
- Pet products;
- Supplies for plants;
- Membership fees (e.g., fitness or social club memberships, annual fees on personal credit cards);
- Out-of-state job search and relocation expenses that are paid for by the prospective employer or by the employer who has laid-off the individual;
- Child support;
- Legal consultation fees;
- Payments for food or food items; and
- Personal debt or obligation that occurred before WIOA registration.

ACTION: WorkLink Workforce Development Board Service Providers must abide by the policy as stated. All staff must be familiar with the policy. All other forms of supportive service requests not listed must be made in writing to the Administrative Entity using the Request For Exception Form (Attachment A).

Please copy and distribute this information appropriately within your agency.

INQUIRIES: Direct all inquiries on this Instruction Letter to Jennifer Kelly, WorkLink Workforce Development Board, 1376 Tiger Blvd., Suite 102, Clemson, SC 29631, telephone 864.646.5898, fax 864.646.2814, or e-mail jkelly@worklinkweb.com.



Trent Acker, Executive Director
WorkLink Workforce Development Board

DISTRIBUTION: All WIOA staff

SUPPLEMENT: SUPPORTIVE SERVICE POLICY

ATTACHMENT A: REQUEST FOR EXCEPTION FORM

Attachment A

Supportive Service Policy - Request for Exception Form

WIOA Participant Username: _____ State ID: _____ Date: _____

Supportive Service Needs: Check all that are being requested.

If not included in the Supportive Service Policy, please check other and describe the services needed in the space provided below.

	Supportive Service	Amount Requested		Supportive Service	Amount Requested
<input type="checkbox"/>	Direct Transportation		<input type="checkbox"/>	Childcare or Dependent Care	
<input type="checkbox"/>	Transportation Reimbursement		<input type="checkbox"/>	One-time Emergency Costs	
<input type="checkbox"/>	Lodging		<input type="checkbox"/>	Medical Assistance	
<input type="checkbox"/>	Driver's Training		<input type="checkbox"/>	Reasonable Accommodation	
<input type="checkbox"/>	Classroom Training Related		<input type="checkbox"/>	Other Assistance	
<input type="checkbox"/>	Employer Required or WBL Related		<input type="checkbox"/>	Legal Aid Services	
<input type="checkbox"/>	Work Clothing or Uniforms		<input type="checkbox"/>	Expungements	
<input type="checkbox"/>	Work-Related Tools		<input type="checkbox"/>	Needs Related Payments	
<input type="checkbox"/>	Other		<input type="checkbox"/>	Other	

If Other, describe requested supportive service need:

Attach supporting documentation (quotes, invoices, etc.) or show your calculation here:

Total Amount Requested: _____

Based on the type of Supportive Service requested for the participant:

Yes No Will the request exceed the Supportive Service type's expenditure limit?
(i.e. Expungement limit is \$500, participant needs \$650)

Enter current Program Year supportive service type expenditures = _____

Based on the Board's \$3,000 cap for all supportive services for the participant:

Yes No Will the request exceed the Supportive Service Cap of \$3,000 for the current Program Year?

Enter total current Program Year supportive service expenditures = _____

Other Supportive Service Resources Exhausted

Yes No Have all other sources for the requested types of supportive services been exhausted to the best of the Case Manager and participant's knowledge?
Appropriate referrals or explanations should be entered in SCWOS via the partner referral screens and/or in case notes.

Justification for Supportive Service Need

Yes No Is the participant scheduled to attend a career or training service associated with the supportive service?

Describe the associated activity or activities including dates.

Yes No Is this a request to make an exception to the low-income requirement for applicable supportive services?

Explain how this exception will support the participant in completing IEP goals and activities listed above.

WorkLink Staff	Date:	<input type="checkbox"/>	Approved	<input type="checkbox"/>	Denied
Reason(s) if not approved:					

WL Supportive Service Policy 21-06 - Supplement		CAP	\$	3,000
	Per Diem	Max	Low Income	
TRANSPORTATION ASSISTANCE			No	
Direct Transportation				
Bus tickets, ride share, car service, taxi, other fares	\$ -	\$ -		
Transporation Reimbursement (one way)	\$ -	\$ -		
0 to 24 miles per day	\$ 10.00	\$ -		
25 to 50 miles	\$ 15.00	\$ -		
51+ miles	\$ 20.00	\$ -		
TRAINING RELATED ASSISTANCE			No	
Driver's Training	\$ -	\$ -		
Lodging (training provider is more than 75 miles away)	\$ 94.00	\$ -		
Classroom Training (costs not included in ITA)				
Fees, Permits, Certifications, Licenses	\$ -	\$ -		
Miscellaneous	\$ -	\$ -		
Employer Required or Work-Based Learning				
Work Clothing or Uniforms	\$ -	\$ 250		
Work-Related Tools	\$ -	\$ 500		
Fees, Permits, Certifications, Licenses	\$ -	\$ -		
Miscellaneous	\$ -	\$ -		
CHILD AND DEPENDENT CARE ASSISTANCE			Yes	
Rates for Summer				
Per each child 12 and under	\$ 25.00	\$ -		
Rates for School Year				
Per each pre-school aged child	\$ 25.00	\$ -		
Per each school aged child 12 and under	\$ 10.00	\$ -		
Dependent Care - per dependent	\$ 10.00	\$ -		

EMERGENCY OR SPECIALIZED ASSISTANCE				Yes
One-time Emergency Costs			\$ 1,000	
Minor Car Repair	\$ -	\$ 500		
Utilities (<i>electric, gas, water bills only</i>)	\$ -	\$ -		
Housing (<i>no mortgage payments</i>)	\$ -	\$ -		
MEDICAL OR RELATED ASSISTANCE				No
Medical Assistance	\$ -	\$ 500		
Pre-employment/training physicals	\$ -	\$ -		
Immunizations	\$ -	\$ -		
Pre-employment drug tests	\$ -	\$ -		
Dental extractions and dentures	\$ -	\$ -		
Eyeglasses (<i>no contact lenses, no eye surgery</i>)	\$ -	\$ -		
Hearing devices	\$ -	\$ -		
Reasonable Accomodations	\$ -	\$ 1,000		
OTHER ASSISTANCE				No
Background Checks	\$ -	\$ -		
Interpreter Services	\$ -	\$ -		
LEGAL AID SERVICES ASSISTANCE		-		No
Expungements	\$ -	\$ 500		
Driver's License Reinstatement Fees	\$ -	\$ -		
NEEDS RELATED PAYMENTS	Per Week			Yes
Adults (Category A) - \$5 per credit hour	\$ 150.00	\$ -		
Dislocated Worker (Category B) - UI/TRA payment amt	\$ 150.00	\$ -		
Dislocated Worker (Category C) - \$5 per credit hour	\$ 150.00	\$ -		

WorkLink

EMPLOYMENT AND TRAINING INSTRUCTION LETTER NO.: 15-007

SUBJECT: Work Based Learning Policy for Adults and Dislocated Workers

ISSUANCE

DATE: November 11, 2015

EFFECTIVE

DATE: November 11, 2015

EXPIRATION

DATE: Indefinite

PURPOSE: This is a WorkLink local instruction letter approved by the WorkLink Workforce Development Board.

BACKGROUND: The WIOA Adult and Dislocated Worker programs, in coordination with Wagner-Peyser (WP) Employment Service (ES), are pivotal pieces of the SC Works delivery system, which is the foundation of the workforce system. The system provides universal access to career services to meet the diverse needs of adults and dislocated workers. WIOA made some significant reforms to how services are delivered in the SC Works system. Among the reforms made, WIOA enhances access and flexibility for work-based training options, such as Registered Apprenticeships, on-the-job training, customized training and incumbent worker training.

POLICY: Under WIOA there are additional work-based training options and flexibilities for adults and dislocated workers:

Registered Apprenticeship (RA)

WIOA emphasizes the importance and value of Registered Apprenticeships as a component of potential training and employment services that the workforce system can provide to its customers. A two-fold benefit, Registered Apprenticeships may be used as a career pathway for job seekers and as a job-driven strategy for employers and industries.

Section 122(a)(3) of WIOA provides a new opportunity for Registered Apprenticeship programs to be more directly connected to the public workforce system. Registered Apprenticeships automatically qualify to be placed on WorkLink's Eligible Training Provider List (ETPL), allowing ITAs to support participants in Registered Apprenticeship programs, and more directly connect those programs to SC Works centers. Staff is strongly encouraged to promote registered apprenticeships in our area and work with Apprenticeship Carolina in order to register apprenticeship programs with Department of Labor.

In order for WIOA funds to be invested in Registered Apprenticeships, the employer or intermediaries providing the Apprenticeship training has:

- (1) An Apprenticeship registered with Department of Labor (DOL);
- (2) Has applied, been approved, and placed on the Eligible Training Provider List; and

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)

(3) And has met all qualifications consistent with the Work Place Safety checklist.

The following are examples of registered apprenticeships that may be placed on the Eligible Training Provider List:

- Employers who provide related instruction: A number of employers with RA programs provide formal in-house instruction as well as on-the-job training (OJT) at the work site.
- Employers who use an outside educational provider: Under this model RA program sponsors do not provide the related instruction or educational portion of the apprenticeship, but rely upon an outside educational entity to deliver instruction.
- Employers can use two- or four-year post-secondary institutions, technical training schools or on-line courses for related instruction. The employer is the ETP and must identify their instructional provider.
- Joint Apprenticeship Training Programs: These programs are made up of employers and unions. They have an apprenticeship training school where the instructional portion of the apprenticeship program is delivered. The training schools are usually administered by the union, in which case the union would be the ETP.
- Intermediaries: Intermediaries can serve as program sponsors when they take responsibility for the administration of the apprenticeship program. They also can provide expertise such as curriculum development, classroom instruction and supportive services, as appropriate. The intermediary is the ETP and must identify the instructional provider if an outside organization is providing the educational portion of the apprenticeship. Intermediaries include:
 - Educational institutions including two- and four-year post-secondary institutions or technical schools. In this model the educational institution administers the program, works with employers to hire apprentices and provides classroom or online instruction for the apprenticeship program;
 - Industry associations that administer the program and work with employer/members and educational entities to implement the apprenticeship program; and
 - Community-based organizations that administer the program and work with employers, educational entities and the community to implement the apprenticeship program.

WIOA training services may be used in conjunction with Registered Apprenticeship programs in the following ways:

- An ITA may be developed for a participant to receive RA training;
- An OJT contract may be developed with a RA program for training participants. OJT contracts are made with the employer, and RA generally involves both classroom and on-the-job instruction. The OJT contract may be made to support some or all of the OJT portion of the RA program;
- A combination of an ITA to cover the classroom instruction along with an OJT contract to cover on-the-job portions of the RA is allowed; and
- Incumbent worker training may be used for upskilling apprentices who already have an established working/training relationship with the RA program.

The Business Service Liaison and/or Career Coach may determine the appropriate funding by Registered Apprenticeship opportunity. The cap for an apprenticeship will not exceed \$5,000 in a program year or \$10,000 in a lifetime. The apprenticeship cap will include the total of the OJT and the occupational training amounts.

Supportive services may be used in coordination with career and/or training services, to participants in a RA program. These supportive services must be consistent with WIOA section 134(d)(2), Section 12, state policies, and the WorkLink Workforce Development Board Supportive Service policy.

The Staff member responsible for the case will enter a Registered Apprenticeship activity code for these participants. See the Adult Activity Code Definitions located in the Staff Online Resources page of SCWorks Online Services:

- 334, Registered Apprenticeship- Classroom Training
- 358, Registered Apprenticeship- OJT

On-the-Job Training

OJT continues to be a key method of delivering training services to adults and dislocated workers. WIOA allows for up to 50 percent of the wage rate of the participant to be reimbursed to employers for the costs of training while the participant is in the program. However, WIOA also allows local areas to increase the reimbursement level to up to 75 percent when taking into account the following factors:

- The characteristics of the participants (e.g. length of unemployment, current skill level, and barriers to employment);
- The size of the employer (e.g. small and medium-sized business often have more barriers to participation at lower reimbursement rates);
- The quality of employer-provided training and advancement opportunities; and
- Other factors the State or local boards may determine appropriate (e.g. the number of employees participating in the training, wage and benefit levels of the employees (both pre and post participation earnings)), and relation of the training to the competitiveness of the participant).

WorkLink will reimburse according to the following:

Employers providing an OJT can receive reimbursement for a portion of the hourly pay rate – typically up to 50%--which is considered payment for extraordinary costs to the employer associated with training a new employee.

WorkLink will increase the employer reimbursement for on-the-job training (OJT). This waiver permits the following reimbursement amounts: 1) up to 75% for employers with 1-250 employees. For employers with more than 250 employees, the statutory requirement of up to 50% applies.

WorkLink will also use a sliding scale for employer reimbursement based on the length of the participant's unemployment. Reimbursement amounts are as follows: 1) up to 75% employer reimbursement where OJT is provided to individuals unemployed for 16 weeks or more, and 2) where OJT is provided to individuals unemployed less than 16 weeks, the current statutory requirements of 50 percent will apply.

Staff will evaluate each business based on employee counts first, and then based on the number of weeks the jobseeker being placed on the OJT contract is unemployed. The OJT contract may be written for whichever provides the highest reimbursement rate. A staff member may evaluate each employer and reimburse at a lower percentage amount if warranted. Justification should be documented in the case file.

Incumbent Worker Training

Incumbent Worker training provides both workers and employers with the opportunity to build and maintain a quality workforce. Incumbent Worker training can be used to help avert potential layoffs of employees, or to increase the skill levels of employees so they can be promoted within the company and create backfill opportunities for the employers. Under section 134(d)(4) of WIOA, local boards can use up to 20 percent of their adult and dislocated worker funds to provide for the federal share of the cost of providing Incumbent Worker training. Incumbent Worker training needs to take into account the following factors:

- The characteristics of the participants in the program;
- The relationship of the training to the competitiveness of a participant and the employer; and
- Other factors the State or local boards may determine appropriate (e.g., the number of employees participating in the training, wage and benefit levels of those employees (both pre- and post-participation earnings)), and the existence of other training and advancement opportunities provided by the employer).

Employers are required to pay for a significant cost of the training for those participants in incumbent worker training; this can be done through both cash and/or in-kind payments. The wages paid to participants, while in training, may be considered as a source of matching funds.

Rules for matching funds are provided in the Uniform Guidance and DOL exceptions at 2 CFR 200.306 and 2 CFR 2900.8, respectively. Under section 134(d)(4)(D) of WIOA, the minimum amount of employer share in the Incumbent Worker Training depends on the size of the employer:

- At least 10 percent of the cost, for employers with 50 or fewer employees;
- At least 25 percent of the cost, for employers with 51 to 100 employees; and
- At least 50 percent of the cost, for employers with more than 100 employees.

In order for Incumbent Worker to be funded at this level, the Board must first approve up to 20% of local allocations to be designated by the Board in its budget.

An ad hoc committee will determine the process for soliciting and allocating IWT contract awards.

Transitional Jobs

Transitional jobs are a new type of work-based training that is allowed under WIOA.

Transitional jobs are time-limited work experiences that are subsidized and are in the public, private, or nonprofit sectors for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history, and are combined with comprehensive career and supportive services. The goal of transitional jobs is to establish a work history for the individual that demonstrates success in the workplace, and develops the skills that lead to entry into and retention in unsubsidized employment. Unlike OJT, there is no assumption that the individual will be retained in their transitional job after the experience is over, though that would be a successful experience and outcome. Under section 134(d)(5) of WIOA, local boards may use up to 10 percent of their adult and dislocated worker funds to provide transitional jobs to individuals.

If local areas choose to use transitional jobs as part of their service delivery strategy, they should adopt policies and identify employers (public, private or nonprofit) that can provide quality experiences for individuals to eventually obtain unsubsidized employment.

Additionally, these policies should include plans on the amount reimbursements would be for the jobs, what supportive services should be included, and any limits on the duration of the transitional job.

At this time, WorkLink is not funding Transitional Job opportunities.

Grandfather Clause – All OJT employers and WIOA participants served between July 1, 2015 to the effective date of this policy will be grandfathered in for WIOA services.

ACTION: All applicable WorkLink Workforce Development Area service providers, sub-recipients, contractors and other applicable organizational elements will implement and comply with these instructions, as well as any related instructions contained in applicable contractual agreements.

INQUIRIES: Direct all inquiries on this Instruction Letter to WorkLink Workforce Development Board Staff, Jennifer Kelly, WorkLink, 1376 Tiger Blvd, Suite 102, Clemson, SC 29631, telephone 864.646.5898, or email jkelly@worklinkweb.com.



Trent Acker, Executive Director
WorkLink Workforce Development Board

DISTRIBUTION: All WIOA Staff

SC WORKS | BRINGING EMPLOYERS
AND JOB SEEKERS TOGETHER
WORKLINK
ANDERSON•OCONEE•PICKENS

WorkLink

WIOA INSTRUCTION LETTER NO.: PY' 18-08 (replaces Instruction Letter PY' 09-09 Policy and Procedures for Incumbent Worker Training through the Workforce Investment Act)

SUBJECT: Policy and Procedures for Incumbent Worker Training through the Workforce Innovation and Opportunity Act

ISSUANCE

DATE: November 1, 2018

EFFECTIVE

DATE: November 1, 2018

EXPIRATION

DATE: Indefinite

PURPOSE: To transmit local policy and procedures for application and utilization of State or locally granted Incumbent Worker Training funds.

BACKGROUND: The Incumbent Worker Training (IWT) Program provides funding for training needed in current businesses due to: expansion, new technology, retooling, new services/product lines and new organizational structuring or as part of a layoff aversion strategy. Training entities and city, county, and state governments are not eligible for IWT funding. Businesses receiving services through readySC™ may be eligible for IWT so long as the training funded is not a duplication of services. IWT funds are not available to a business that has relocated, if that relocation resulted in the loss of jobs at the original location, until the company has operated at that location for 120 days. IWT is funded by the Federal Workforce Innovation and Opportunity Act. Applications are open to all South Carolina businesses meeting the guidelines listed below.

ACTION: The notification of Incumbent Worker Training funds will be announced on a yearly and funding availability basis before the beginning of each WIOA program year. Applications for Incumbent Worker Training funds, whether local or State funded, will be reviewed by an ad-hoc committee of the WorkLink Workforce Development Board comprised of the local economic development liaisons. Upon review, each application will be rated and evaluated under the attached Incumbent Worker Training Guidelines and Rating documents.

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 mdurham@worklinkweb.com.



Mr. Trent Acker, Executive Director
WorkLink Workforce Development Board

ATTACHMENTS: WorkLink Workforce Development Board IWT Guidelines
WorkLink Workforce Development Board IWT Rating Form

WIOA Incumbent Worker Training Program Guidelines

PROGRAM DESCRIPTION

The Incumbent Worker Training (IWT) Program provides funding to help cover the costs of training needed to retain a competitive workforce. Such training is meant to assist with expansion, new technology, retooling, new services/product lines, and/or new organizational structuring, or to be used as part of a layoff aversion strategy. As a result, IWT is not intended to fund the periodic safety and refresher courses necessary for a business to continue to operate (i.e. First Aid, CPR, and Occupational Safety and Health Administration certifications) or the occupational training a new hire would need.

IWT is funded by the Federal Workforce Innovation and Opportunity Act (WIOA).

BUSINESS ELIGIBILITY

Applications are open to all South Carolina employers. Employers applying for IWT funding must have at least one (1) full-time employee other than the owner of the business and be current on all state tax obligations.

Training entities and city, county and state governments are not eligible for IWT funding. Businesses receiving services through ReadySC™ may be eligible for IWT so long as the training funded is not a duplication of services. IWT funds are not available to a business that has relocated, if that relocation resulted in the loss of jobs at the original location, until the company has operated at that new location for 120 days.

A group of employers may form a training consortium for the purposes of receiving IWT. Common examples of training consortia include, but are not limited to: business associations, industry councils, chambers of commerce, or downtown/community development corporations. The training consortium or a third party may apply for IWT on behalf of the group of employers but cannot serve as the training provider and is not eligible to receive any funding as payment for their services.

Please note that IWT funding may not be used for members of a training consortium who would otherwise be ineligible for IWT, including training entities and city, county and state governments.

INCUMBENT WORKER DEFINED

To qualify as an incumbent worker, the incumbent worker needs to be:

- Employed;
- Meet the Fair Labor Standards Act requirements for an employer-employee relationship; and
- Have an established employment history with the employer for six months or more, unless the training is being provided to a group/cohort of employees and the majority of employees have been employed with the business for six months or more.

It is the responsibility of the LWDA to develop a process for ensuring that employees participating in training have been employed with the business for six months or more.

Temporary employees that do not have an employer-employee relationship with the business are not considered incumbent workers (for example, where an employee is employed through a staffing firm). However, periods of temporary employment may count towards an employee's time with the company for the purposes of meeting the six month minimum requirement above.

An incumbent worker does not have to meet WIOA eligibility requirements unless they are enrolled as a participant in the WIOA Adult or Dislocated Worker program.

TRAINING SERVICES

- Can be provided through South Carolina's technical colleges, school districts, area vocational-technical centers, state colleges and universities, licensed and certified private entities/institutions, industry specific consulting/training organizations, professional associations/credentialing entities, the business itself (through in-house training providers) or Registered Apprenticeship programs;
 - When training is provided in-house by an employee of the business, the business must submit documentation of that employee's time spent providing training and corresponding wages paid as a result;
- Can be conducted at the business's own facility, at the training provider's facility, online or remotely, or at a combination of sites; and
- Can be taught by either full- or part-time educators or professional trainers from the business.
- The following types of training are not eligible for IWT funding: all forms of periodic safety and refresher courses, including, but not limited to, all forms of Occupational Safety and Health Administration (OSHA) trainings, First Aid and CPR certifications, and hazardous material handling training.
- International Organization of Standardization (ISO) training may be eligible for the purposes of developing a quality management system in order to earn ISO certification.

REIMBURSABLE TRAINING EXPENSES

- Tuition
- Instructor/Trainer salaries
- Textbooks/Manuals
- Consumable materials and supplies

NON-REIMBURSABLE COSTS

- Administrative costs incurred by the business/training consortium
- Trainee wages or travel
- Trainer travel
- Training equipment
- Capital improvements
- Curriculum development
- Purchase of any item or service that may be used outside of the training project (including computer equipment and non-training related software)
- Costs incurred prior to the approval date of the application

APPLICATION, EVALUATION AND AWARD:

IWT funding is awarded on a competitive basis. LWDA's must have an established policy that is consistently applied when evaluating applications and awarding IWT funding. At a minimum, LWDA's must consider the following criteria during their evaluation:

- The characteristics of the employees to be trained;
- The relationship of the training to the competitiveness of both the employer and employee; and
- Other factors the LWDA determines to be appropriate, including:
 - the number of employees participating in the training;
 - wage and benefit levels of those employees (both pre- and post-training earnings);
 - the existence of other training and advancement opportunities provided by the employer;
 - credentials and skills gained as a result of the training;
 - utilization as part of a larger sector and/or career pathway strategy; or
 - employer size.

BUSINESS/ TRAINING CONSORTIUM MATCH

Businesses/training consortia participating in IWT are required to pay the non-Federal share of the cost of providing training to their employees. The non-Federal share shall not be less than:

- 10 percent of the costs for a business location with no more than 50 employees
- 25 percent of the costs for a business location with more than 50 employees, but no more than 100 employees
- 50 percent of the costs for a business location with more than 100 employees

A training consortium shares in the cost of training incumbent workers based on the total number of employees from all businesses in the training consortium. The training consortium would then determine how the cost would be split between the businesses in the consortium. This may be done in multiple ways, but it is recommended that the division of costs be determined based on how many employees are in each business.

Example: a group of employers has formed a training consortium comprised of three businesses with a combined total of 100 employees. The total cost of training is \$100,000. Based on the combined number of employees, the training consortium is required to pay 25 percent of the cost of training or \$25,000. Each business in the training consortium will pay a proportionate share based on each business's number of employees:

Business #1 - 10 employees = \$2,500

Business #2 - 40 employees = \$10,000

Business #3 - 50 employees = \$12,500

Total Training Consortium Share = \$25,000

The IWT agreement with the business should then be written for \$75,000. See also Attachment A for sample agreement packet.

A business's/training consortium's share of the cost may be paid in cash or in kind, fairly evaluated. Wages paid to incumbent workers while attending training may be considered that business's share of the cost. Please see Attachment B for a sample agreement packet that includes employee wages paid during training.

When wages are used as a business's/training consortium's share of the cost, documentation of actual wages paid during training must be provided. At the conclusion of the training, should the amount of actual wages paid during training fall short of the required non-Federal share, then the business must pay the difference in cash.

BUSINESS REPORTING REQUIREMENTS

All businesses/training consortia approved for funding must sign an agreement with their Local Workforce Development Area (LWDA) before implementing the proposed IWT project. The IWT agreement includes the IWT summary sheet, signed agreement with the business/training consortium, program work statement, training budget, training plan, and IWT application as completed by the business/training consortium.

Training projects are performance based with specific measurable outcomes. TEGL 10-16, Change 1 requires States and LWDAs to report certain participant and performance data on all individuals who receive IWT. As a result, all IWT participants must be registered and tracked in the SC Works Online Services system (SCWOS). The required elements for IWT-only participants are limited to demographic information and the elements needed to calculate employment in the 2nd and 4th quarters after exit, median earnings in the 2nd quarter after exit, Measurable Skill Gains, and credential attainment. For the purposes of calculating these metrics, the exit date for an individual who only has received IWT will be the last date of training, as indicated in the training contract.

For employer services performance and reporting purposes, the business/businesses in a training consortium must also be registered in SCWOS. Each business should have an employer service code indicating participation in IWT or rapid response funded Layoff Aversion IWT. This information is used to track the employer penetration rate and repeat business customers as required by the Department of Labor.

Section 116(i)(2) of WIOA requires States to use quarterly wage records to measure progress on satisfying State and local performance accountability indicators. The Department of Labor encourages the collection of incumbent worker SSNs as part of the training contract with the employer so that wage records will be available for these individuals. If no SSN is available, the State or LWDA may utilize supplemental wage information to verify the wages reported.

To eliminate the need for the business/training consortium to provide the employee's full SSN to the LWDA, employees should register in SCWOS using their full SSN once identified as an IWT participant but no later than the first day of training. Subsequent documentation provided by the business to the LWDA should only need to include the last four digits of the employee's SSN to identify the employee in SCWOS.

Prior to the start of training, the business/training consortium must provide the LWDA with a list of employees who will participate. A template for the employee list has been provided that includes sufficient documentation to identify the correct employee in SCWOS for completion of the WIOA application and entering relevant activities.

Throughout the training, the business/training consortium must provide and maintain sufficient documentation of the outcomes of the training, including:

- Title and a description of training
- Type and a description of the credential(s) earned
- Number of employees who completed the training program
- Number of employees who earned a credential
- Dates of training
- Number of employees who earned a wage increase
- Number of employees who earned a promotion
- Number of new jobs created
- Number of existing jobs saved
- Layoff or closure
- Other outcomes

The business/training consortium is required to submit program reports as required by the LWDA, including the Trainee Progress Report and a final program report within 30 days of the training Actual End Date. The information listed above will be required for submission of these reports and SCWOS data entry, and may be needed for any additional reporting required by the LWDA.

The final payment for expenditures incurred as a result of the IWT program must be withheld until the Final Program Report is submitted and all documentation of performance criteria specified in the agreement have been received.

LWDA REPORTING

The LWDA must submit a completed IWT Agreement Packet within 30 days of executing the IWT agreement with the participating business/training consortium. The IWT Agreement Packet includes the following documents:

- IWT Summary Sheet
- signed agreement with business/training consortium
- program work statement
- training budget
- training plan, including provider, projected number of trainees, and start and end dates for each planned training
- IWT Application completed by the participating business or training consortium

The LWDA must submit the Trainee Progress Report no more than 30 days after the end of each quarter. Additionally, the LWDA should submit a Final Program Report using the template provided no more than 30 days after the end of the grant.

All IWT documents submitted to DEW should include the IWT Cover Sheet.

FAILURE TO TIMELY COMPLY WITH REQUIREMENTS:

Failure to timely comply with all requirements as listed in this document or in the state instruction will result in the following progressive sanctions:

- First warning: a notice of noncompliance will be sent to the LWDA's administrator requiring corrective action within ten (10) business days
- Second warning: a notice of noncompliance will be sent to the LWDA's fiscal entity, administrator, and Local Workforce Development Board chair requiring corrective action within seven (7) business days
- Third warning: a notice of recapture of funding will be sent to the LWDA's fiscal entity, administrator, and Local Workforce Development Board chair requiring corrective action within five (5) business days

Should the LWDA fail to complete the corrective action required following the third warning, some or all of the unobligated IWT funding may be recaptured.

In addition to the progressive sanctions outlined above, failure to adhere to the requirements of this document may delay or prevent the processing and payment of the LWDA's IWT Request for Payment and will be taken into consideration when determining next year's funding.

RAPID RESPONSE FUNDED LAYOFF AVERSION IWT

State rapid response funds may only be used for IWT to assist an individual business in averting a layoff or closure. All guidelines outlined above for statewide IWT apply to rapid response funded Layoff Aversion IWT (RRIWT) with the following exceptions.

No business/training consortium match is required for Rapid Response funded Layoff Aversion IWT (RRIWT).

Applications for Rapid Response funded IWT are submitted to the LWDA for review. Complete applications, results of the competitiveness review conducted by SCMEP, or similar review of business completed within the last twelve months, and training curriculum are forwarded to DEW for final review and approval.

The use of Rapid Response funds for IWT requires criteria to determine a layoff risk, and when and whether IWT is an appropriate response. Consideration must be given as to whether, absent the training, a good job will be lost or degraded, and whether with the training the job will be retained or improved. The following employer and worker group assessment criteria must be used in making such determinations.

Employer Assessment

- The company remains open, but it is phasing out a function which will lead to layoffs unless the workers can be retrained to perform new functions.
- A worker's job has changing skill requirements as a result of external economic or market forces, significant changes in technology or operating processes, rapidly changing industry or occupational job requirements, or emergence of new products.
- The changing skill requirements are outside of normal skill growth and upkeep that would be provided by the employer.
- Training programs reasonably prepare workers to address skill gaps.
- The employer demonstrates a commitment to retain employees or otherwise provide a tangible benefit to employees who receive IWT.

Worker Group Assessment

- Unless provided with training, the potentially laid-off workers do not have marketable, in- demand skills.
- The new skills can be attained in a reasonable period of time.
- The workers have not received formal layoff notices. Such workers can be served with regular WIOA dislocated worker funds.
- There exists a strong possibility of jobs, either with the existing employer or a new employer, if the potentially laid-off workers attain new skills.

STATE INSTRUCTION LETTER – 17-03

Instruction Letter 17-03 – Incumbent Worker Training – provides guidance on the use of WIOA funds for IWT services. LWDAs should carefully read and become familiar with the state instruction letter. Where there are inconsistencies between the guidelines and the state instruction letter, the state instruction letter should be followed.

RATING FORM

The criteria used to evaluate the applications for Incumbent Worker Training are listed below along with their point values. An application must receive an aggregate score of 70 in order to be considered for funding.

Applicant: _____

Contract Previous Year _____ # of Employees _____ # of Trainees _____ Meets Match _____

CRITERIA	POINT VALUE	SCORE
A. Training Plan Description <ol style="list-style-type: none"> Does the IWT application justify the need for the training, the potential impact on the business, employees, community, and/or the economy? Is the training narrative stated clearly and easy to follow and does it present a comprehensive description of the training to be provided? Does the project provide a description of the training provider and ample justification for the selection of the provider? 	15	
B. Eligibility for Funds <ol style="list-style-type: none"> Has the business been in operation in South Carolina for a minimum of one year prior to application date? Does the business have at least one full-time employee? Is the business current on all state tax obligations? Does the training meet one or more of the criteria mentioned in the Program Guidelines? 	15	
C. Priority <ol style="list-style-type: none"> Does the application represent a significant upgrade in employee skills and/or employee wage increases as a result of training? Does the application represent a significant layoff avoidance strategy and provide retention opportunities? If the company has had previous contracts were the outcomes positive and were documents submitted in a timely manner? Does the company's application represent a significant upgrade in employee skills related to the automotive, bioscience, energy, or advanced materials sectors? Does the company's application demonstrate trainee wage increases or progressions at the end of training? If so, by what percentage? 	30	
D. Budget <ol style="list-style-type: none"> Are costs reasonable in terms of the activities to be provided and the performance outcomes to be achieved? Was the budget detailed and sufficiently explained? Is the proposed cost per trainee reasonable? Are costs listed allowable? 	10	
E. Outcomes <ol style="list-style-type: none"> Has the applicant clearly outlined the outcomes of the training? Were clear definitions provided on employer outcomes and how they will be accomplished? Has the applicant proposed outcomes that are acceptable? 	30	
TOTAL SCORE:	100	

WorkLink

WIOA INSTRUCTION LETTER NO.: PY' 21-08

SUBJECT: WIOA Participant Lifetime Training Account (ITA) Cap (Replaces WorkLink Instruction Letter 10-07)

ISSUANCE

DATE: 2/2/2022

EFFECTIVE

DATE: Immediately

EXPIRATION

DATE: Indefinite

PURPOSE: This guidance provides additional detail on implementation of the Workforce Innovation and Opportunity Act (WIOA) participant lifetime ITA cap imposed by the State Workforce Development Board (SWDB).

BACKGROUND: In response to the South Carolina Legislative Audit Council review of the WIOA program, the SWDB established a lifetime maximum training cap to ensure consistent and effective use of WIOA training dollars throughout the state. The State's lifetime ITA cap for classroom training is set at a maximum of \$14,000 per WIOA participant.

POLICY: The ITA cap for the WorkLink region is limited to no more than \$5,000 per program year and no more than \$10,000 per a participant's lifetime.

Additional Policy Considerations

- Supportive services are not included in ITA caps.
- Any portion of the total training costs paid with non-WIOA funds (i.e. PELL, Lottery, TAA, etc.) will not count towards the WorkLink area training cap.
- *Occupational training with GED and/or basic skills training* is included in the lifetime ITA cap. Therefore, using the most expeditious and cost-efficient means of acquiring these prerequisites is imperative.
- Allowing participants to attend training on a part-time basis increases the cost of training and the time it takes to complete training. Therefore, full-time training should be the norm.

Requesting Exceptions to the ITA Cap

The Board has approved up to ten (10) ITA training cap exceptions per year to be approved at the discretion of the WorkLink Executive Director.

The service provider may request an exception to the ITA cap on behalf of the participant. The service provider must submit the request with accompanying cost details and justification to the appropriate

program manager. An email approving the request will be sent to the Service Provider and should be placed in the participant's hard file for monitoring purposes.

Tracking Participant Related Costs

The WorkLink local area ITA cap effects all participants receiving training under an ITA from May 1, 2011 to present. The Service Provider has been and will continue to be required to track participant costs to comply with this policy.

Beginning on July 9, 2021 and in compliance with State Instruction Letter 21-01, each local area and their Service Providers are required to track all participant related costs utilizing the SC Works Online Services (SCWOS) Advanced Individual Fund Tracking (AIFT) module. Prior to this, SCWOS was encouraged, but not required to track participant costs.

This mandate does not prohibit the Service Provider from using a separate participant cost tracking system in conjunction with AIFT; however, **participant records must be accurately and timely reported in SCWOS to ensure that the ITA cap policy has been followed.**

ACTION: 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 864.646.5898, fax, 864.646.2814, or e-mail jkelly@worklinkweb.com.



Trent Acker, Executive Director
WorkLink Workforce Development Board

DISTRIBUTION: All WIOA staff

Board Action:

February 2, 2022 – Approved an additional 5 exceptions to the Training Cap policy for PY2021.

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)

Table of Contents

3.0	STATEMENT OF PURPOSE	1
3.1	DEFINITIONS	1
3.2	LEGAL AUTHORITY	2
3.2.1	Business Licensing/Taxation/Insurance Requirements.....	2
3.3	AWARDING ENTITY	2
3.3.1	Oversight Responsibilities	2
3.3.2	Funding Obligations	3
3.4	RECIPIENTS/SUBRECIPIENTS/SUBGRANTEES	3
3.4.1	Assurances of Compliance.....	3
3.4.2	Time of Performance.....	4
3.4.3	Satisfactory Performance	4
3.5	RECIPIENT/SUBRECIPIENT/SUBGRANTEE FINANCIAL MANAGEMENT SYSTEM AND RESPONSIBILITIES	5
3.5.1	Method of Payment	6
3.5.2	Repayment and Adjustments in Payments	6
3.5.3	Closeouts	7
3.5.4	Cash Depositories	7
3.5.5	Program Income.....	7
3.5.6	Indirect Costs	8
3.5.7	Bonding Requirements for Advance Payments	8
3.5.8	Legal Fees	8
3.5.9	Assignment of Interest.....	9
3.5.10	Meetings, Conferences and Travel Payments	9
3.5.11	Prevention of Fraud and Abuse	10
3.6	PARTICIPANT DATA SYSTEM	10
3.6.1	Participant Information.....	10
3.6.2	Recipient/Subrecipient/Subgrantee Responsibilities.....	10
3.7	PARTICIPANT PAYMENTS, BENEFITS AND WORKING CONDITIONS	11
3.7.1	Payments to Participants.....	11
3.7.2	Benefits and Working Conditions.....	11
3.7.3	Supportive Services	12
3.7.4	Retirement Programs	12
3.7.5	Child Labor.....	12
3.8	REQUIREMENTS FOR RECORDS	12
3.8.1	Substitution of Microfilm	13
3.8.2	Right of Access to Records	13
3.8.3	Fees	13
3.9	PROCUREMENT	13
3.9.1	Methods of Procurement	14
3.9.2	Selection of Service Providers.....	16

3.9.3	Conflict of Interest	17
3.9.4	Nepotism.....	18
3.9.5	Conducting Business Involving Close Personal Friends and Associates	18
3.9.6	Property Management Standards.....	18
3.10	CHANGES AND MODIFICATIONS	19
3.10.1	Amendments	19
3.10.2	Modifications	20
3.11	SUBCONTRACTING AND MONITORING	21
3.11.1	Sub-tier Agreements	21
3.11.2	Monitoring	21
3.12	TERMINATION PROVISIONS	22
3.12.1	Termination for Convenience.....	22
3.12.2	Termination for Cause	22
3.13	AUDITS	24
3.13.1	Audits and Inspections	24
3.13.2	Audit Reports	25
3.14	GENERAL ASSURANCES	25
3.14.1	Equal Opportunity.....	28
3.14.2	Veterans Employment	28
3.14.3	Relocation	28
3.14.4	Disputes and Court Action	29
3.14.5	Grievance and Hearing Procedures for Non-criminal Complaints at the Local Workforce Development Area.....	29
3.14.6	Complaints of Discrimination	29
3.14.7	Complaints & Reports of Criminal Fraud, Waste & Abuse	29
3.14.8	Non-WIOA Remedies	30
3.14.9	Appeals.....	30
3.15	OTHER STIPULATIONS	31
3.15.1	Other Stipulations Governing this Agreement.....	31
3.15.2	Hold Harmless.....	31
3.15.3	Non-Federal Employees.....	31
3.15.4	Sectarian Activities	31
3.15.5	Unionization and Political Activity	32
3.15.6	Maintenance of Effort	33
3.15.7	Lobbying	33
3.15.8	Debarment and Suspension	34
3.15.9	Drug Free Workplace Requirements	34

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.

PY2021 & PY2022 (thru Sept) WorkLink Sub-Recipient Expenditures

(OS Operator)

% = % expended of line item in budget

Resiliency Grant Award Period starts February 1, 2022 and runs through December 31, 2022. - Removing the PY2022 Budget, 95.6% was expended in PY2021.

Category	2021				2022			
	Adult	Dislocated Worker	SWDB Resiliency Grant	Total	Adult	Dislocated Worker	SWDB Resiliency Grant	Total
Salary	27,771 100.0%	4,477 100.0%	23,301 44.8%	55,549 65.9%	0 0.0%	0 0.0%	20,147 70.2%	20,147 32.1%
Fringe Benefits	8,332 100.0%	1,261 100.0%	8,376 50.8%	17,970 68.9%	0 0.0%	0 0.0%	6,763 90.3%	6,763 37.8%
Operating Costs	1,431 100.0%	316 100.0%	3,107 46.2%	4,854 57.3%	0 0.0%	0 0.0%	1,289 38.1%	1,289 16.7%
General Liability	309 100.0%	44 100.0%	180 36.1%	533 62.5%	0 0.0%	0 0.0%	244 100.0%	244 28.5%
Indirect Cost	4,579 100.0%	738 100.0%	2,999 39.5%	8,316 64.4%	0 0.0%	0 0.0%	1,662 74.8%	1,662 20.3%
Grand Total	42,422 100.0%	6,836 100.0%	37,965 45.6%	87,223 65.8%	0 0.0%	0 0.0%	30,105 71.6%	30,105 30.9%

Sum of Total Expenditures and ADFinALL % Expended broken down by Program Year (ADFinALL)1 and Fund Stream (ADFinALL) vs. Category. The data is filtered on Type (ADFinALL), which keeps WIOA Operator. The view is filtered on Fund Stream (ADFinALL) and Program Year (ADFinALL)1. The Fund Stream (ADFinALL) filter keeps 8 of 8 members. The Program Year (ADFinALL)1 filter keeps 2021 and 2022.

PY2021 & PY2022 (thru Sept 30) WorkLink Sub-Recipient Expenditures

(Program Services)

% = % expended of line item in budget

Resiliency Grant Award Period starts February 1, 2022 and runs through December 31, 2022. - Removing the PY2022 Budget, 90% was expended in PY2021. (This is more than likely higher; however, the goal for PY2021 was 90% expenditure.)

Category	2021					Total	2022			
	Adult	Dislocated Worker	Rapid Response 2020	SWDB Resiliency Grant	SWDB Restoration Gra..		Adult	Dislocated Worker	SWDB Resiliency Grant	Total
Salary	186,365 98%	45,462 98%		15,869 49%		247,695 92%	56,818 29%	13,721 29%	12,841 78%	83,380 32%
Fringe Benefits	60,218 96%	14,773 96%		6,216 61%		81,208 92%	19,387 29%	4,802 29%	4,203 90%	28,391 32%
Operating Costs	14,086 72%	3,961 80%				18,046 74%	1,191 6%	254 4%		1,446 5%
WIOA Scholarship Funding	253,502 93%	37,290 64%	7,630 58%		24,980 100%	323,402 88%	30,937 20%	3,737 10%	44,611 64%	79,285 30%
Supportive Service	59,460 96%	4,898 58%				64,357 91%	5,952 10%	787 6%	11,623 58%	18,362 20%
General Liability	3,895 101%	751 88%		169 60%	79 31%	4,894 93%	1,635 28%	357 24%	429 100%	2,422 31%
Indirect Cost	32,096 96%	7,868 95%		2,723 64%	10 25%	42,695 93%	10,116 29%	2,449 28%	2,929 75%	15,494 33%
Grand Total	609,620 95%	115,002 81%	7,630 58%	24,977 53%	25,069 99%	782,297 90%	126,037 24%	26,107 20%	76,636 66%	228,780 29%

Sum of Total Expenditures and ADFinALL % Expended broken down by Program Year (ADFinALL)1 and Fund Stream (ADFinALL) vs. Category. The data is filtered on Type (ADFinALL), which keeps WIOA Program. The view is filtered on Fund Stream (ADFinALL), Program Year (ADFinALL)1 and Exclusions (Category,Fund Stream (ADFinALL),Program Year (ADFinALL)1). The Fund Stream (ADFinALL) filter keeps 8 of 8 members. The Program Year (ADFinALL)1 filter keeps 2021 and 2022. The Exclusions (Category,Fund Stream (ADFinALL),Program Year (ADFinALL)1) filter keeps 154 members.

Program year 2021 - Annual Adult/DW/Youth Performance Summary

WorkLink

Indicator/Program	Title I Adult Goal	Title I Adult Actual	Title I Adult % of Goal	Title I DW Goal	Title I DW Actual	Title I DW % of Goal	Title I Youth Goal	Title I Youth Actual	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	81.1	84.5	104.2%	84.5	83.9	99.3%	83.5	87.4	104.7%	102.7%
Employment Rate Q4	80.2	80.8	100.7%	81.5	79.3	97.3%	80.6	86.0	106.7%	101.6%
Median Earnings	\$6,050	\$7,485	123.7%	\$7,800	\$9,896	126.9%	\$2,865	\$3,070	107.2%	119.2%
Credential Rate	70.6	79.8	113.0%	66.2	94.7	143.1%	78.2	61.9	79.2%	111.7%
Measurable Skill Gains	48.9	61.3	125.4%	56.0	69.6	124.3%	60.6	72.5	119.6%	123.1%
	Overall Program Score		113.4%	Overall Program Score		118.2%	Overall Program Score		103.5%	

Upper Savannah

Indicator/Program	Title I Adult Goal	Title I Adult Actual	Title I Adult % of Goal	Title I DW Goal	Title I DW Actual	Title I DW % of Goal	Title I Youth Goal	Title I Youth Actual	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	77.8	82.3	105.8%	81.1	76.9	94.8%	77.6	69.6	89.7%	96.8%
Employment Rate Q4	79.1	73.3	92.7%	79.1	85.7	108.3%	77.6	73.7	95.0%	98.7%
Median Earnings	\$5,350	\$6,340	118.5%	\$7,600	\$9,035	118.9%	\$3,517	\$4,160	118.3%	118.6%
Credential Rate	60.5	68.6	113.4%	56.0	66.7	119.1%	72.1	70.8	98.2%	110.2%
Measurable Skill Gains	47.1	54.2	115.1%	45.1	76.2	169.0%	40.6	39.7	97.8%	127.3%
	Overall Program Score		109.1%	Overall Program Score		122.0%	Overall Program Score		99.8%	

Upstate

Indicator/Program	Title I Adult Goal	Title I Adult Actual	Title I Adult % of Goal	Title I DW Goal	Title I DW Actual	Title I DW % of Goal	Title I Youth Goal	Title I Youth Actual	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	78.7	76.4	97.1%	81.6	86.5	106.0%	79.0	79.3	100.4%	101.2%
Employment Rate Q4	76.5	75.9	99.2%	78.5	93.9	119.6%	72.5	89.6	123.6%	114.1%
Median Earnings	\$6,429	\$6,551	101.9%	\$7,400	\$11,177	151.0%	\$2,252	\$4,071	180.8%	144.6%
Credential Rate	65.5	69.7	106.4%	60.5	66.7	110.2%	72.0	66.7	92.6%	103.1%
Measurable Skill Gains	50.5	79.8	158.0%	48.5	79.3	163.5%	35.5	73.6	207.3%	176.3%
	Overall Program Score		112.5%	Overall Program Score		130.1%	Overall Program Score		140.9%	

Greenville

Indicator/Program	Title I Adult Goal	Title I Adult Actual	Title I Adult % of Goal	Title I DW Goal	Title I DW Actual	Title I DW % of Goal	Title I Youth Goal	Title I Youth Actual	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	80.8	78.3	96.9%	81.1	89.4	110.2%	63.2	90.7	143.5%	116.9%
Employment Rate Q4	75.3	81.0	107.6%	77.0	97.2	126.2%	70.0	82.1	117.3%	117.0%
Median Earnings	\$5,800	\$8,665	149.4%	\$7,875	\$10,115	128.4%	\$2,950	\$4,158	140.9%	139.6%
Credential Rate	63.0	62.0	98.4%	62.5	53.8	86.1%	69.1	57.1	82.6%	89.0%
Measurable Skill Gains	51.0	69.6	136.5%	49.2	64.3	130.7%	49.0	54.1	110.4%	125.9%
	Overall Program Score		117.8%	Overall Program Score		116.3%	Overall Program Score		119.0%	

Pass

- An Overall Program Score (across all indicators) is at least 90.0%
- An Overall Indicator Score (across A/DW/Y programs) is at least 90.0%
- Have an Individual Indicator Score of at least 50.0%

Fail

- An Overall Program Score (across all indicators) that did not meet at least 90.0%
- An Overall Indicator Score (across A/DW/Y programs) that did not meet at least 90.0%
- Have an Individual Indicator Score that did not meet 50.0%

Program year 2021 - Annual Adult/DW/Youth Performance Summary

Midlands

Indicator/Program	Title I Adult Goal	Title I Adult Actual	Title I Adult % of Goal	Title I DW Goal	Title I DW Actual	Title I DW % of Goal	Title I Youth Goal	Title I Youth Actual	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	77.5	75.1	96.9%	82.8	81.7	98.7%	74.5	87.2	117.0%	104.2%
Employment Rate Q4	72.6	73.2	100.8%	81.3	84.8	104.3%	80.1	76.5	95.5%	100.2%
Median Earnings	\$5,705	\$6,764	118.6%	\$8,300	\$8,315	100.2%	\$4,325	\$4,287	99.1%	106.0%
Credential Rate	50.5	57.8	114.5%	64.4	62.5	97.0%	62.4	52.9	84.8%	98.8%
Measurable Skill Gains	54.7	64.1	117.2%	51.6	57.1	110.7%	41.9	58.3	139.1%	122.3%
	Overall Program Score		109.6%	Overall Program Score		102.2%	Overall Program Score		107.1%	

Trident

Indicator/Program	Title I Adult Goal	Title I Adult Actual	Title I Adult % of Goal	Title I DW Goal	Title I DW Actual	Title I DW % of Goal	Title I Youth Goal	Title I Youth Actual	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	80.4	71.6	89.1%	80.6	76.8	95.3%	82.6	86.2	104.4%	96.2%
Employment Rate Q4	73.5	72.2	98.2%	76.5	76.1	99.5%	81.1	84.2	103.8%	100.5%
Median Earnings	\$6,250	\$7,030	112.5%	\$7,700	\$8,158	105.9%	\$4,400	\$5,957	135.4%	117.9%
Credential Rate	72.1	75.9	105.3%	65.7	82.4	125.4%	68.6	50.7	73.9%	101.5%
Measurable Skill Gains	50.5	57.9	114.7%	48.5	40.0	82.5%	49.0	51.3	104.7%	100.6%
	Overall Program Score		103.9%	Overall Program Score		101.7%	Overall Program Score		104.4%	

Pee Dee

Indicator/Program	Title I Adult Goal	Title I Adult Actual	Title I Adult % of Goal	Title I DW Goal	Title I DW Actual	Title I DW % of Goal	Title I Youth Goal	Title I Youth Actual	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	80.4	82.7	102.9%	84.3	75.0	89.0%	77.1	76.9	99.7%	97.2%
Employment Rate Q4	80.1	84.6	105.6%	80.3	84.3	105.0%	72.8	75.8	104.1%	104.9%
Median Earnings	\$4,800	\$5,769	120.2%	\$7,150	\$8,976	125.5%	\$3,000	\$3,771	125.7%	123.8%
Credential Rate	58.7	72.2	123.0%	61.7	70.8	114.7%	69.1	66.3	95.9%	111.2%
Measurable Skill Gains	49.5	57.0	115.2%	47.3	64.3	135.9%	49.0	55.3	112.9%	121.3%
	Overall Program Score		113.4%	Overall Program Score		114.0%	Overall Program Score		107.7%	

Lower Savannah

Indicator/Program	Title I Adult Goal	Title I Adult Actual	Title I Adult % of Goal	Title I DW Goal	Title I DW Actual	Title I DW % of Goal	Title I Youth Goal	Title I Youth Actual	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	84.9	85.7	100.9%	82.5	72.5	87.9%	86.5	87.2	100.8%	96.5%
Employment Rate Q4	80.5	78.2	97.1%	84.6	70.6	83.5%	76.6	88.3	115.3%	98.6%
Median Earnings	\$6,550	\$7,409	113.1%	\$5,550	\$11,040	198.9%	\$3,600	\$4,399	122.2%	144.7%
Credential Rate	62.5	71.0	113.6%	56.5	72.7	128.7%	72.5	88.0	121.4%	121.2%
Measurable Skill Gains	56.5	58.2	103.0%	64.0	78.1	122.0%	56.0	74.6	133.2%	119.4%
	Overall Program Score		105.6%	Overall Program Score		124.2%	Overall Program Score		118.6%	

Pass

- An Overall Program Score (across all indicators) is at least 90.0%
- An Overall Indicator Score (across A/DW/Y programs) is at least 90.0%
- Have an Individual Indicator Score of at least 50.0%

Fail

- An Overall Program Score (across all indicators) that did not meet at least 90.0%
- An Overall Indicator Score (across A/DW/Y programs) that did not meet at least 90.0%
- Have an Individual Indicator Score that did not meet 50.0%

Program year 2021 - Annual Adult/DW/Youth Performance Summary

Catawba

Indicator/Program	Title I Adult Goal	Title I Adult Actual	Title I Adult % of Goal	Title I DW Goal	Title I DW Actual	Title I DW % of Goal	Title I Youth Goal	Title I Youth Actual	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	81.9	84.1	102.7%	86.7	83.8	96.7%	80.0	90.7	113.4%	104.2%
Employment Rate Q4	83.8	77.8	92.8%	87.5	86.5	98.9%	80.3	82.2	102.4%	98.0%
Median Earnings	\$6,078	\$7,509	123.5%	\$7,600	\$9,691	127.5%	\$3,962	\$5,594	141.2%	130.7%
Credential Rate	58.5	80.0	136.8%	63.0	84.6	134.3%	54.3	40.0	73.7%	114.9%
Measurable Skill Gains	73.1	59.8	81.8%	64.3	67.3	104.7%	41.7	48.5	116.3%	100.9%
	Overall Program Score		107.5%	Overall Program Score		112.4%	Overall Program Score		109.4%	

Santee-Lynches

Indicator/Program	Title I Adult Goal	Title I Adult Actual	Title I Adult % of Goal	Title I DW Goal	Title I DW Actual	Title I DW % of Goal	Title I Youth Goal	Title I Youth Actual	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	77.8	77.4	99.5%	81.0	71.4	88.1%	78.7	83.3	105.8%	97.8%
Employment Rate Q4	82.2	76.7	93.3%	75.6	85.7	113.4%	76.4	89.7	117.4%	108.0%
Median Earnings	\$5,450	\$5,448	100.0%	\$8,400	\$8,575	102.1%	\$3,108	\$4,828	155.3%	119.1%
Credential Rate	74.8	75.3	100.7%	75.5	73.3	97.1%	72.5	78.6	108.4%	102.1%
Measurable Skill Gains	56.7	76.1	134.2%	48.5	80.0	164.9%	62.7	74.1	118.2%	139.1%
	Overall Program Score		105.5%	Overall Program Score		113.1%	Overall Program Score		121.0%	

Waccamaw

Indicator/Program	Title I Adult Goal	Title I Adult Actual	Title I Adult % of Goal	Title I DW Goal	Title I DW Actual	Title I DW % of Goal	Title I Youth Goal	Title I Youth Actual	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	82.0	80.2	97.8%	82.0	88.2	107.6%	80.0	91.8	114.8%	106.7%
Employment Rate Q4	78.5	86.6	110.3%	80.0	86.4	108.0%	71.5	85.3	119.3%	112.5%
Median Earnings	\$5,250	\$7,298	139.0%	\$7,300	\$9,843	134.8%	\$3,600	\$5,944	165.1%	146.3%
Credential Rate	60.2	56.1	93.2%	60.5	71.4	118.0%	64.3	63.0	98.0%	103.1%
Measurable Skill Gains	54.5	61.0	111.9%	47.5	66.7	140.4%	63.5	82.9	130.6%	127.6%
	Overall Program Score		110.4%	Overall Program Score		121.8%	Overall Program Score		125.5%	

Lowcountry

Indicator/Program	Title I Adult Goal	Title I Adult Actual	Title I Adult % of Goal	Title I DW Goal	Title I DW Actual	Title I DW % of Goal	Title I Youth Goal	Title I Youth Actual	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	74.0	74.8	101.1%	77.0	72.0	93.5%	77.6	76.0	97.9%	97.5%
Employment Rate Q4	74.0	68.5	92.6%	68.0	66.7	98.1%	70.0	71.1	101.6%	97.4%
Median Earnings	\$5,385	\$6,480	120.3%	\$7,320	\$8,099	110.6%	\$3,400	\$3,722	109.5%	113.5%
Credential Rate	70.5	88.9	126.1%	66.0	85.7	129.8%	66.1	62.5	94.6%	116.8%
Measurable Skill Gains	51.0	75.0	147.1%	51.0	69.2	135.7%	51.0	73.9	144.9%	142.5%
	Overall Program Score		117.4%	Overall Program Score		113.6%	Overall Program Score		109.7%	

Pass

- An Overall Program Score (across all indicators) is at least 90.0%
- An Overall Indicator Score (across A/DW/Y programs) is at least 90.0%
- Have an Individual Indicator Score of at least 50.0%

Fail

- An Overall Program Score (across all indicators) that did not meet at least 90.0%
- An Overall Indicator Score (across A/DW/Y programs) that did not meet at least 90.0%
- Have an Individual Indicator Score that did not meet 50.0%

Program year 2021 - Annual Adult/DW/Youth Performance Summary

Statewide										
Indicator/Program	Title I Adult Goal	Title I Adult Actual	Title I Adult % of Goal	Title I DW Goal	Title I DW Actual	Title I DW % of Goal	Title I Youth Goal	Title I Youth Actual	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	77.8	78.4	100.8%	81.1	79.4	97.9%	77.6	84.9	109.4%	102.7%
Employment Rate Q4	74.0	75.9	102.6%	77.0	83.7	108.7%	70.0	81.1	115.9%	109.0%
Median Earnings	\$5,350	\$6,801	127.1%	\$7,300	\$9,401	128.8%	\$3,250	\$4,415	135.8%	130.6%
Credential Rate	60.5	62.2	102.8%	60.5	72.9	120.5%	69.1	63.7	92.2%	105.2%
Measurable Skill Gains	50.5	63.4	125.5%	48.5	67.8	139.8%	49.0	63.9	130.4%	131.9%
	Overall Program Score		111.8%	Overall Program Score		119.1%	Overall Program Score		116.7%	
Pass		<ul style="list-style-type: none">• An Overall Program Score (across all indicators) is at least 90.0%• An Overall Indicator Score (across A/DW/Y programs) is at least 90.0%• Have an Individual Indicator Score of at least 50.0%• An Overall Program Score (across all indicators) that did not meet at least 90.0%• An Overall Indicator Score (across A/DW/Y programs) that did not meet at least 90.0%• Have an Individual Indicator Score that did not meet 50.0%								
Fail										

Program year 2021 - Annual Adult/DW/Youth Performance Summary (Quick Reference)

WorkLink					Pee Dee				
Indicator/Program	Title I Adult % of Goal	Title I DW % of Goal	Title I Youth % of Goal	Overall Indicator Score	Indicator/Program	Title I Adult % of Goal	Title I DW % of Goal	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	104.2%	99.3%	104.7%	102.7%	Employment Rate Q2	102.9%	89.0%	99.7%	97.2%
Employment Rate Q4	100.7%	97.3%	106.7%	101.6%	Employment Rate Q4	105.6%	105.0%	104.1%	104.9%
Median Earnings	123.7%	126.9%	107.2%	119.2%	Median Earnings	120.2%	125.5%	125.7%	123.8%
Credential Rate	113.0%	143.1%	79.2%	111.7%	Credential Rate	123.0%	114.7%	95.9%	111.2%
Measurable Skill Gains	125.4%	124.3%	119.6%	123.1%	Measurable Skill Gains	115.2%	135.9%	112.9%	121.3%
	113.4%	118.2%	103.5%			113.4%	114.0%	107.7%	
Upper Savannah					Lower Savannah				
Indicator/Program	Title I Adult % of Goal	Title I DW % of Goal	Title I Youth % of Goal	Overall Indicator Score	Indicator/Program	Title I Adult % of Goal	Title I DW % of Goal	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	105.8%	94.8%	89.7%	96.8%	Employment Rate Q2	100.9%	87.9%	100.8%	96.5%
Employment Rate Q4	92.7%	108.3%	95.0%	98.7%	Employment Rate Q4	97.1%	83.5%	115.3%	98.6%
Median Earnings	118.5%	118.9%	118.3%	118.6%	Median Earnings	113.1%	198.9%	122.2%	144.7%
Credential Rate	113.4%	119.1%	98.2%	110.2%	Credential Rate	113.6%	128.7%	121.4%	121.2%
Measurable Skill Gains	115.1%	169.0%	97.8%	127.3%	Measurable Skill Gains	103.0%	122.0%	133.2%	119.4%
	109.1%	122.0%	99.8%			105.6%	124.2%	118.6%	
Upstate					Catawba				
Indicator/Program	Title I Adult % of Goal	Title I DW % of Goal	Title I Youth % of Goal	Overall Indicator Score	Indicator/Program	Title I Adult % of Goal	Title I DW % of Goal	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	97.1%	106.0%	100.4%	101.2%	Employment Rate Q2	102.7%	96.7%	113.4%	104.2%
Employment Rate Q4	99.2%	119.6%	123.6%	114.1%	Employment Rate Q4	92.8%	98.9%	102.4%	98.0%
Median Earnings	101.9%	151.0%	180.8%	144.6%	Median Earnings	123.5%	127.5%	141.2%	130.7%
Credential Rate	106.4%	110.2%	92.6%	103.1%	Credential Rate	136.8%	134.3%	73.7%	114.9%
Measurable Skill Gains	158.0%	163.5%	207.3%	176.3%	Measurable Skill Gains	81.8%	104.7%	116.3%	100.9%
	112.5%	130.1%	140.9%			107.5%	112.4%	109.4%	
Greenville					Santee-Lynches				
Indicator/Program	Title I Adult % of Goal	Title I DW % of Goal	Title I Youth % of Goal	Overall Indicator Score	Indicator/Program	Title I Adult % of Goal	Title I DW % of Goal	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	96.9%	110.2%	143.5%	116.9%	Employment Rate Q2	99.5%	88.1%	105.8%	97.8%
Employment Rate Q4	106.9%	126.2%	117.3%	116.8%	Employment Rate Q4	93.3%	113.4%	117.4%	108.0%
Median Earnings	149.4%	128.4%	140.9%	139.6%	Median Earnings	100.0%	102.1%	155.3%	119.1%
Credential Rate	98.4%	86.1%	82.6%	89.0%	Credential Rate	100.7%	97.1%	108.4%	102.1%
Measurable Skill Gains	136.5%	130.7%	110.4%	125.9%	Measurable Skill Gains	134.2%	164.9%	118.2%	139.1%
	117.6%	116.3%	119.0%			105.5%	113.1%	121.0%	
Midlands					Waccamaw				
Indicator/Program	Title I Adult % of Goal	Title I DW % of Goal	Title I Youth % of Goal	Overall Indicator Score	Indicator/Program	Title I Adult % of Goal	Title I DW % of Goal	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	96.9%	98.7%	117.0%	104.2%	Employment Rate Q2	97.8%	107.6%	114.8%	106.7%
Employment Rate Q4	100.8%	104.3%	95.5%	100.2%	Employment Rate Q4	110.3%	108.0%	119.3%	112.5%
Median Earnings	118.6%	100.2%	99.1%	106.0%	Median Earnings	139.0%	134.8%	165.1%	146.3%
Credential Rate	114.5%	97.0%	84.8%	98.8%	Credential Rate	93.2%	118.0%	98.0%	103.1%
Measurable Skill Gains	117.2%	110.7%	139.1%	122.3%	Measurable Skill Gains	111.9%	140.4%	130.6%	127.6%
	109.6%	102.2%	107.1%			110.4%	121.8%	125.5%	
Trident					Lowcountry				
Indicator/Program	Title I Adult % of Goal	Title I DW % of Goal	Title I Youth % of Goal	Overall Indicator Score	Indicator/Program	Title I Adult % of Goal	Title I DW % of Goal	Title I Youth % of Goal	Overall Indicator Score
Employment Rate Q2	89.1%	95.3%	104.4%	96.2%	Employment Rate Q2	101.1%	93.5%	97.9%	97.5%
Employment Rate Q4	98.2%	99.5%	103.8%	100.5%	Employment Rate Q4	92.6%	98.1%	101.6%	97.4%
Median Earnings	112.5%	105.9%	135.4%	117.9%	Median Earnings	120.3%	110.6%	109.5%	113.5%
Credential Rate	105.3%	125.4%	73.9%	101.5%	Credential Rate	126.1%	129.8%	94.6%	116.8%
Measurable Skill Gains	114.7%	82.5%	104.7%	100.6%	Measurable Skill Gains	147.1%	135.7%	144.9%	142.5%
	103.9%	101.7%	104.4%			117.4%	113.6%	109.7%	
The assessment reflects performance across programs and negotiated indicators. To pass performance a Local Workforce Development Area (LWDA) must:									
<ul style="list-style-type: none"> • Have an Overall Program Score (across all indicators) of at least 90% • Have an Overall Indicator Score (across Adult, Dislocated Worker and Youth programs) of at least 90% • Have an individual indicator percentage of at least 50% 									
Color Coding	Pass								
	Fail								

PY' 21 Adult

LWDA Name	Office	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
	Anderson Center	Adult	50	14	16	20	14	64	114	69	45
WorkLink	Clemson Center	Adult	14	3	3	5	5	16	30	11	19
	Easley Center	Adult	16	2	8	7	2	19	35	16	19
	Seneca Center	Adult	47	8	7	3	9	27	74	40	34
	Total		127	27	34	35	30	126	253	136	117

PY' 21 DW

LWDA Name	Office	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
	Anderson Center	DWorker	13	6	0	0	0	6	19	13	6
WorkLink	Clemson Center	DWorker	2	0	0	1	1	2	4	2	2
	Easley Center	DWorker	4	1	0	1	2	4	8	5	3
	Seneca Center	DWorker	4	0	1	1	0	2	6	4	2
	Total		23	7	1	3	3	14	37	24	13

On the Job Training

Program: Title I - Workforce Development (WIOA)
LWIA/Region: WorkLink

Date Range: 7/1/2021 - 6/30/2022

User ID	Service Code	Act. Begin Date	Proj. End Date	Act. End Date	Completion Status	Provider	Program O*NET	Worksite Hourly Wage	Worksite Weekly Hours	OJT Wage Cost	OJT Wage	Duration	Wage Reimb. Rate	Exit Date	Customer Group	Office of Responsibility
2866571	301	01/24/2022	04/18/2022	04/18/2022	Successful Completion		51919900-Production Workers, All Other	\$18.50	40	\$4,440.00	18.5	480	50%	04/18/2022	Dislocated Worker	Seneca Center
2403841	301	05/16/2022	08/01/2022	06/17/2022	Unsuccessful Completion		51202200-Electrical and Electronic Equipment	\$16.00	40	\$5,760.00	16	480	75%		Adult	Easley Center
Southclick864	301	10/04/2021	01/31/2022	12/22/2021	Successful Completion		51407200-Molding, Coremaking, and Casting Machine Setters, Operators,	\$15.50	40	\$3,720.00	15.5	480	50%	02/11/2022	Adult	Clemson Center
ASMITH2644	301	10/27/2021	01/19/2022	10/28/2021	Unsuccessful Completion		51407200-Molding, Coremaking, and Casting Machine Setters, Operators,	\$15.50	40	\$3,720.00	15.5	480	50%	10/28/2021	Adult	Seneca Center
BURAND11	301	10/27/2021	01/19/2022	10/31/2021	Unsuccessful Completion		51407200-Molding, Coremaking, and Casting Machine Setters, Operators,	\$15.00	40	\$3,600.00	15	480	50%	10/31/2021	Adult	Seneca Center
JOSHUARO BERTS	301	10/27/2021	01/19/2022	11/04/2021	Unsuccessful Completion		51403300-Grinding, Lapping, Polishing, and Buffing Machine Tool	\$13.50	40	\$3,240.00	13.5	480	50%	05/10/2022	Adult	Easley Center

PY2021 & PY2022 WorkLink OJT Data

	Adult	2021 Resiliency	Total	Dislocated Worker	2022 Resiliency	Total
OJT Budget	20,000	32,400	52,400	240	27,960	28,200
Total Reimbursements Paid	5,744	4,440	10,184	240		240
OJT Participants	5	1	6	1	0	1
Total Training Hours	2,400	480	2,880	480		480
Avg. Hourly Wage Rate	\$15.10	\$18.50	\$15.67	\$20.00		\$20.00
Avg. OJT Contract	\$4,008	\$4,440	\$4,080	\$7,200		\$7,200
Avg. Reimbursement Rate	55%	50%	54%	75%		75%

OJT Budget, OJT Participants, Total Training Hours, Avg. Hourly Wage Rate, Avg. OJT Contract, Total Reimbursements Paid and Avg. Reimbursement Rate broken down by Program Year (WIOA OJT Funding) and Fund Stream (WIOA OJT Funding). The view is filtered on Program Year (WIOA OJT Funding), which keeps 2021 and 2022.

Upper Savannah Specific Policies and Information

Participation Levels (LWDA) for 2021

Date Created: 12/5/2022

(Created from Services Provided to Individuals Reports)

LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	Adult	111	40	40	75	63	218	329	199	130
101-Orientation			2	5	6	2	15	15		
106-Internet Job Search				1	1	1	3	3		
115-Resume Prep Assist			15	22	52	27	116	116		
123-Job Development			8	11	6	11	36	36		
132-Workshops					1		1	1		
140-Financial Aid Elig Assist										
141-Financial Lit Svcs						1	1	1		
142-Soft Skills					1	21	22	22		
177-SS-Legal Aid Svcs			1	12	12	14	39	39		
180-SS Child/Dep Care		2				9	9	11		
181-SS-Transp		24	10	5	13	23	51	75		
182-SS-Medical				1		1	2	2		
183-SS-Books		14	13	7	14	33	67	81		
185-SS-Other			3		9	8	20	20		
188-Intra-Agency Referral				1	3	4	8	8		
189-Referral to Vet Staff					1	1	2	2		
202-Counseling			9	23	34	33	99	99		
203-Assessment			38	37	73	59	207	207		
205-IEPlan			70	61	115	101	347	347		
209-Referred to other Fed or St					2	1	3	3		
214-Ad Lit or Basic Skills		5		4	11	8	23	28		
215-S/T Pre-Voc Svcs						3	3	3		
219-Work Experience		1	1	4	6	4	15	16		
229-Pre-req to trng							0	0		
300-OSTrng-ETP		9	2			9	11	20		
301-On-the-Job Training		3	7	8	20	11	46	49		
323-Ad Educ, Bskills w/OJT				1	1		2	2		
324-Ad Educ, Bskillsw/OSTrng						6	6	6		
327-GED		8	5	5	22	12	44	52		
328-OSTrng-Non-ETP		19	18	9	5	5	37	56		
F00-Followup Svcs			3	8	6	2	19	19		
F01-Referral to Community/Med Svcs							0	0		
F03-Tracking Progress				1	1	1	3	3		
F05-Assist Secure Better Job			1				1	1		
F06-Carer Dev/Further Educ Plan				1	1		2	2		
F16-SS-Other			2	3	4		9	9		

Participation Levels (LWDA) for 2021

Date Created: 12/5/2022

(Created from Services Provided to Individuals Reports)

LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	DWorker	25	4	6	8	7	25	50	31	19
101-Orientation							0	0		
106-Internet Job Search						1	1	1		
115-Resume Prep Assist			3		4	1	8	8		
123-Job Development				2	7	3	12	12		
132-Workshops							0	0		
140-Financial Aid Elig Assist							0	0		
141-Financial Lit Svcs							0	0		
142-Soft Skills							0	0		
177-SS-Legal Aid Svcs				3			3	3		
180-SS Child/Dep Care							0	0		
181-SS-Transp		1	1		3	1	5	6		
182-SS-Medical					2		2	2		
183-SS-Books		2	2		1	2	5	7		
185-SS-Other		1	2			2	4	5		
188-Intra-Agency Referral							0	0		
189-Referral to Vet Staff							0	0		
202-Counseling			7	2	4	3	16	16		
203-Assessment			2	6	8	7	23	23		
205-IEPlan			10	10	15	16	51	51		
209-Referred to other Fed or St							0	0		
214-Ad Lit or Basic Skills		1					0	1		
215-S/T Pre-Voc Svcs							0	0		
219-Work Experience					1		1	1		
229-Pre-req to trng							0	0		
300-OSTrng-ETP					1	1	2	2		
301-On-the-Job Training		3	1				1	4		
323-Ad Educ, Bskills w/OJT							0	0		
324-Ad Educ, Bskillsw/OSTrng							0	0		
327-GED		2					0	2		
328-OSTrng-Non-ETP		2	1			1	2	4		
363-OSTrng-Group					1		1	1		
LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	NDWG									
181-SS-Transp						1	1	1		
219-Work Experience										
244-Temp Disaster Employment		7	2		1		3	10		
245-Temp Disaster Relief Employment				1			1	1		
301-On-the-Job Training					3	1	4	4		

Participation Levels (LWDA) for 2021

Date Created: 12/5/2022

(Created from Services Provided to Individuals Reports)

LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	Youth	27	3	10	22	17	52	79	41	38
142-Soft Skills						16	16	16		
209-Referred to other Fed or St			2	2	1		5	5		
401-Job Readiness		2	1	7	3	7	18	20		
406 - Tutoring & Dropout Prevention							0	0		
411-Mentoring			5				5	5		
412-Assessment			12	5	26	18	61	61		
413-Svc Strategies			14	20	23	24	81	81		
414-Basic Skills					3	8	11	11		
415-Alternative School					1		1	1		
416-OSTrng-ITA		1	1			1	2	3		
422-Job Development			1	1	3	5	10	10		
424-Resume Prep			6	12	11	14	43	43		
425-Work Experience		1		1	1	3	5	6		
428-On-the-Job Training			1	2	1	3	7	7		
430-OSTrng-Non-ITA			4		1	2	7	7		
433-GED		7	2	10	14	10	36	43		
439 - Financial Literacy							0	0		
441-Leadership Dev			2		2	4	8	8		
443-Post-Sec Prep				1			1	1		
444-LMI			1		1	3	5	5		
446-Non-Career Counseling						1	1	1		
471-Incentives				2	3	8	13	13		
480-SS-Child/Depend					2		2	2		
481-SS-Transp		1		2	6	10	18	19		
482--SS-Medical						1	1	1		
485-SS-Other					1	5	6	6		
486-SS-Books		1		1	1	10	12	13		
487-SS-Legal Aid				2	1	4	7	7		
F00-Followup Svcs				1		1	2	2		
F05-Assist Securing Better Job				1			1	1		
F13-SS-Books						1	1	1		
LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	Non-WIOA									
On-the-Job Training										
Work Experience										
101-Orientation				10	15	16	41	41		
181-SS-Transp					8	4	12	12		
183-SS-Books			16	1	17	12	46	46		
185-SS-Other					1	2	3	3		
202-Counseling					5	4	9	9		
205-IEPlan					16	13	29	29		
328-OSTrng-Non-ETP		1			16	19	35	36		
481-SS-Transp							0	0		
486-SS-Books							0	0		

Participation Levels (LWDA) for 2022
Date Created: 12/5/2022
(Created from Services Provided to Individuals Reports)

LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	Adult	130	55	25	0	0	80	210	48	162
101-Orientation							0	0		
106-Internet Job Search							0	0		
115-Resume Prep Assist			22	15			37	37		
123-Job Development			15	5			20	20		
132-Workshops							0	0		
140-Financial Aid Elig Assist			2				2	2		
141-Financial Lit Svcs							0	0		
142-Soft Skills			18	7			25	25		
177-SS-Legal Aid Svcs			4				4	4		
180-SS Child/Dep Care		9	1				1	10		
181-SS-Transp		32	27	6			33	65		
182-SS-Medical			3	1			4	4		
183-SS-Books		25	23	9			32	57		
185-SS-Other		1	8	2			10	11		
188-Intra-Agency Referral			1	1			2	2		
189-Referral to Vet Staff							0	0		
202-Counseling			33	12			45	45		
203-Assessment			51	26			77	77		
205-IEPlan			79	32			111	111		
209-Referred to other Fed or St							0	0		
214-Ad Lit or Basic Skills		13	7	11			18	31		
215-S/T Pre-Voc Svcs				1			1	1		
219-Work Experience		3	5	7			12	15		
229-Pre-req to trng			1				1	1		
300-OSTrng-ETP		7	14	2			16	23		
301-On-the-Job Training		6	9	4			13	19		
323-Ad Educ, Bskills w/OJT							0	0		
324-Ad Educ, Bskillsw/OSTrng		2		1			1	3		
327-GED		19	12	3			15	34		
328-OSTrng-Non-ETP		15	10	2			12	27		
F00-Followup Svcs			1				1	1		
F01-Referral to Community/Med Svcs			1				1	1		
F03-Tracking Progress				1			1	1		
F05-Assist Secure Better Job							0	0		
F06-Carer Dev/Further Educ Plan			1				1	1		
F16-SS-Other							0	0		

Participation Levels (LWDA) for 2022
Date Created: 12/5/2022
(Created from Services Provided to Individuals Reports)

LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	DWorker	19	14	5	0	0	19	38	7	31
101-Orientation							0	0		
106-Internet Job Search							0	0		
115-Resume Prep Assist			1	1			2	2		
123-Job Development			2	2			4	4		
132-Workshops							0	0		
140-Financial Aid Elig Assist							0	0		
141-Financial Lit Svcs							0	0		
142-Soft Skills			1				1	1		
177-SS-Legal Aid Svcs				1			1	1		
180-SS Child/Dep Care							0	0		
181-SS-Transp		1	1	2			3	4		
182-SS-Medical							0	0		
183-SS-Books		1	2	2			4	5		
185-SS-Other							0	0		
188-Intra-Agency Referral							0	0		
189-Referral to Vet Staff							0	0		
202-Counseling			7	3			10	10		
203-Assessment			11	5			16	16		
205-IEPlan			16	6			22	22		
209-Referred to other Fed or St							0	0		
214-Ad Lit or Basic Skills							0	0		
215-S/T Pre-Voc Svcs							0	0		
219-Work Experience							0	0		
229-Pre-req to trng							0	0		
300-OSTrng-ETP			1	2			3	3		
301-On-the-Job Training			1	1			2	2		
323-Ad Educ, Bskills w/OJT							0	0		
324-Ad Educ, Bskillsw/OSTrng							0	0		
327-GED							0	0		
328-OSTrng-Non-ETP		2	2				2	4		
363-OSTrng-Group		1					0	1		
LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	NDWG									
181-SS-Transp		1					0	1		
219-Work Experience										
244-Temp Disaster Employment							0	0		
245-Temp Disaster Relief Employment							0	0		
301-On-the-Job Training		1	2	2			4	5		

Participation Levels (LWDA) for 2022
Date Created: 12/5/2022
(Created from Services Provided to Individuals Reports)

LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	Youth	38	28	5	0	0	33	71	11	60
142-Soft Skills			19	6			25	25		
209-Referred to other Fed or St			1	3			4	4		
401-Job Readiness			4	1			5	5		
406 - Tutoring & Dropout Prevention				3			3	3		
411-Mentoring							0	0		
412-Assessment			31	13			44	44		
413-Svc Strategies			32	11			43	43		
414-Basic Skills		8	17	6			23	31		
415-Alternative School		1					0	1		
416-OSTrng-ITA			4	1			5	5		
422-Job Development			4	5			9	9		
424-Resume Prep			20	10			30	30		
425-Work Experience		3	9	5			14	17		
428-On-the-Job Training		2	3	3			6	8		
430-OSTrng-Non-ITA		1	3				3	4		
433-GED		11	9	10			19	30		
439 - Financial Literacy			1				1	1		
441-Leadership Dev			8	5			13	13		
443-Post-Sec Prep			1				1	1		
444-LMI							0	0		
446-Non-Career Counseling			4	4			8	8		
471-Incentives			3	4			7	7		
480-SS-Child/Depend			3				3	3		
481-SS-Transp		10	21	7			28	38		
482-SS-Medical			1				1	1		
485-SS-Other			10	3			13	13		
486-SS-Books		3	18	6			24	27		
487-SS-Legal Aid			3				3	3		
F00-Followup Svcs			2				2	2		
F05-Assist Securing Better Job							0	0		
F13-SS-Books							0	0		
LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	Non-WIOA									
On-the-Job Training										
Work Experience										
101-Orientation			20				20	20		
181-SS-Transp		5	5	12			17	22		
183-SS-Books			23	15			38	38		
185-SS-Other			1				1	1		
202-Counseling			2	4			6	6		
205-IEPlan			2				2	2		
328-OSTrng-Non-ETP		24	21	1			22	46		
481-SS-Transp			1				1	1		
486-SS-Books			1	1			2	2		

Participation Levels (LWDA) for 2021 Run Date: 12/5/2022 2:24:48 PM

LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Catawba	Adult	93	33	11	27	29	100	193	130	63
Greenville	Adult	90	41	23	62	38	164	254	187	67
Lowcountry	Adult	35	20	41	46	58	165	200	133	67
Lower Savannah	Adult	78	45	37	30	37	149	227	140	87
Midlands	Adult	194	105	46	79	80	310	504	319	185
Pee Dee	Adult	148	73	68	60	91	292	440	296	144
Santee-Lynches	Adult	69	42	24	63	37	166	235	180	55
Trident	Adult	234	81	72	118	45	316	550	392	158
Upper Savannah	Adult	111	40	40	75	63	218	329	199	130
Upstate	Adult	64	41	38	43	63	185	249	162	87
Waccamaw	Adult	173	83	54	64	61	262	435	300	135
WorkLink	Adult	127	27	34	35	30	126	253	136	117
State Total	Adult	1416	631	488	702	632	2453	3869	2574	1295

Participation Levels (LWDA) for 2021 Run Date: 12/5/2022 2:28:56 PM

LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Catawba	DWorker	62	21	6	5	7	39	101	77	24
Greenville	DWorker	25	2	2	4	4	12	37	27	10
Lowcountry	DWorker	5	4	8	5	8	25	30	23	7
Lower Savannah	DWorker	19	5	9	3	0	17	36	29	7
Midlands	DWorker	37	7	1	2	5	15	52	41	11
Pee Dee	DWorker	61	14	6	1	3	24	85	75	10
Santee-Lynches	DWorker	12	4	0	6	2	12	24	18	6
Trident	DWorker	20	6	0	0	1	7	27	24	3
Upper Savannah	DWorker	25	4	6	8	7	25	50	31	19
Upstate	DWorker	41	3	2	4	6	15	56	44	12
Waccamaw	DWorker	28	11	0	5	0	16	44	41	3
WorkLink	DWorker	23	7	1	3	3	14	37	23	14
State Total	DWorker	358	88	41	46	46	221	579	453	126

Participation Levels (LWDA) for 2021 Run Date: 12/5/2022 2:30:48 PM

LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Catawba	Youth	82	19	9	13	27	68	150	99	51
Greenville	Youth	46	26	20	27	17	90	136	73	63
Lowcountry	Youth	4	8	9	8	8	33	37	23	14
Lower Savannah	Youth	79	20	28	19	47	114	193	97	96
Midlands	Youth	79	36	9	25	35	105	184	127	57
Pee Dee	Youth	144	25	11	16	11	63	207	114	93
Santee-Lynches	Youth	43	11	11	12	11	45	88	73	15
Trident	Youth	72	33	23	21	14	91	163	135	28
Upper Savannah	Youth	27	3	10	22	17	52	79	41	38
Upstate	Youth	54	11	17	12	6	46	100	73	27
Waccamaw	Youth	68	27	27	28	19	101	169	109	60
WorkLink	Youth	32	28	48	39	17	132	164	128	36
State Total	Youth	730	247	221	242	229	940	1670	1092	578

https://worklinkweb.com-my.sharepoint.com/personal/jkelly_worklinkweb_com/Documents/JKelly/Procurement/RFP for WIOA Adult.DW Services/2022 RFP for Operator and Program Services/Upper Savannah Enrollment and Activity Utilization/Upper Savannah Enrollment

Participation Levels (LWDA) for 2022 Run Date: 12/5/2022 2:20:07 PM

LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exitters	Total - Exitters
Catawba	Adult	63	24	28	0	0	52	115	22	93
Greenville	Adult	67	62	34	0	0	96	163	35	128
Lowcountry	Adult	67	52	22	0	0	74	141	44	97
Lower Savannah	Adult	87	44	13	0	0	57	144	23	121
Midlands	Adult	185	126	70	0	0	196	381	54	327
Pee Dee	Adult	144	74	27	0	0	101	245	40	205
Santee-Lynches	Adult	55	22	25	0	0	47	102	24	78
Trident	Adult	158	81	44	0	0	125	283	57	226
Upper Savannah	Adult	130	55	25	0	0	80	210	48	162
Upstate	Adult	87	69	17	0	0	86	173	45	128
Waccamaw	Adult	135	57	27	0	0	84	219	47	172
WorkLink	Adult	117	38	23	0	0	61	178	18	160
State Total	Adult	1295	704	355	0	0	1059	2354	457	1897

Participation Levels (LWDA) for 2022 Run Date: 12/5/2022 2:32:55 PM

LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exitters	Total - Exitters
Catawba	DWorker	24	6	6	0	0	12	36	1	35
Greenville	DWorker	10	1	1	0	0	2	12	0	12
Lowcountry	DWorker	7	4	2	0	0	6	13	2	11
Lower Savannah	DWorker	7	2	1	0	0	3	10	1	9
Midlands	DWorker	11	5	1	0	0	6	17	5	12
Pee Dee	DWorker	10	38	32	0	0	70	80	3	77
Santee-Lynches	DWorker	6	2	1	0	0	3	9	3	6
Trident	DWorker	3	5	3	0	0	8	11	2	9
Upper Savannah	DWorker	19	14	5	0	0	19	38	7	31
Upstate	DWorker	12	10	12	0	0	22	34	4	30
Waccamaw	DWorker	3	1	0	0	0	1	4	1	3
WorkLink	DWorker	14	6	2	0	0	8	22	2	20
State Total	DWorker	126	94	66	0	0	160	286	31	255

Participation Levels (LWDA) for 2022 Run Date: 12/5/2022 2:35:53 PM

LWDA Name	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exitters	Total - Exitters
Catawba	Youth	51	18	12	0	0	30	81	12	69
Greenville	Youth	63	24	12	0	0	36	99	10	89
Lowcountry	Youth	14	8	7	0	0	15	29	8	21
Lower Savannah	Youth	96	11	5	0	0	16	112	18	94
Midlands	Youth	57	42	17	0	0	59	116	25	91
Pee Dee	Youth	93	14	5	0	0	19	112	6	106
Santee-Lynches	Youth	15	14	8	0	0	22	37	2	35
Trident	Youth	28	18	17	0	0	35	63	2	61
Upper Savannah	Youth	38	28	5	0	0	33	71	11	60
Upstate	Youth	27	17	11	0	0	28	55	5	50
Waccamaw	Youth	60	28	11	0	0	39	99	15	84
WorkLink	Youth	36	27	20	0	0	47	83	4	79
State Total	Youth	578	249	130	0	0	379	957	118	839

https://worklinkwebcom-my.sharepoint.com/personal/jkelly_worklinkweb_com/Documents/JKelly/Procurement/RFP for WIOA Adult.DW Services/2022 RFP for Operator and Program Services/Upper Savannah Enrollment and Activity Utilization/Upper Savannah Enrollment

Participation Levels (Office) for 2021 Run Date: 12/5/2022 2:57:09 PM

LWDA Name	Office	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	Abbeville Center	Adult	8	2	3	2	3	10	18	6	12
	Edgefield Center	Adult	13	3	1	7	9	20	33	20	13
	Greenwood Center	Adult	35	19	18	34	24	95	130	70	60
	Laurens County Center	Adult	22	7	5	11	12	35	57	36	21
	McCormick Center	Adult	2	0	3	2	3	8	10	7	3
	Navigator Upper Savannah	Adult	10	0	0	0	0	0	10	9	1
	Newberry Center	Adult	13	6	7	17	11	41	54	37	17
	Saluda Center	Adult	8	3	3	2	1	9	17	14	3
	Total		111	40	40	75	63	218	329	199	130

LWDA Name	Office	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	Abbeville Center	DWorker	2	0	0	0	0	0	2	0	2
	Edgefield Center	DWorker	1	0	0	0	0	0	1	1	0
	Greenwood Center	DWorker	6	1	1	2	3	7	13	7	6
	Laurens County Center	DWorker	11	1	5	6	3	15	26	17	9
	Newberry Center	DWorker	4	2	0	0	1	3	7	5	2
	Saluda Center	DWorker	1	0	0	0	0	0	1	1	0
	Total		25	4	6	8	7	25	50	31	19

LWDA Name	Office	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	Abbeville Center	Youth	4	0	0	1	0	1	5	4	1
	Edgefield Center	Youth	5	1	0	2	0	3	8	7	1
	Greenwood Center	Youth	4	2	1	8	11	22	26	7	19
	Laurens County Center	Youth	1	0	0	5	2	7	8	4	4
	Navigator Upper Savannah	Youth	3	0	0	0	0	0	3	3	0
	Newberry Center	Youth	10	0	9	6	4	19	29	16	13
	Saluda Center	Youth	0	0	0	0	0	0	0	0	0
	Total		27	3	10	22	17	52	79	41	38

Participation Levels (Office) for 2022 Run Date: 12/5/2022 3:10:26 PM

LWDA Name	Office	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	Abbeville Center	Adult	12	2	2	0	0	4	16	7	9
	Edgefield Center	Adult	13	8	2	0	0	10	23	6	17
	Greenwood Center	Adult	60	24	11	0	0	35	95	21	74
	Laurens County Center	Adult	21	7	5	0	0	12	33	8	25
	McCormick Center	Adult	3	1	0	0	0	1	4	1	3
	Navigator Upper Savannah	Adult	1	0	0	0	0	0	1	0	1
	Newberry Center	Adult	17	11	5	0	0	16	33	4	29
	Saluda Center	Adult	3	2	0	0	0	2	5	1	4
	Total		130	55	25	0	0	80	210	48	162

LWDA Name	Office	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	Abbeville Center	DWorker	2	0	0	0	0	0	2	0	2
	Edgefield Center	DWorker	0	3	0	0	0	3	3	0	3
	Greenwood Center	DWorker	6	6	3	0	0	9	15	4	11
	Laurens County Center	DWorker	9	2	2	0	0	4	13	3	10
	McCormick Center	DWorker	0	1	0	0	0	1	1	0	1
	Newberry Center	DWorker	2	2	0	0	0	2	4	0	4
	Total		19	14	5	0	0	19	38	7	31

LWDA Name	Office	Customer Group	Carry Overs	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total New	Total (C/O + New)	Total Exiters	Total - Exiters
Upper Savannah	Abbeville Center	Youth	1	1	0	0	0	1	2	0	2
	Edgefield Center	Youth	1	1	0	0	0	1	2	0	2
	Greenwood Center	Youth	19	13	2	0	0	15	34	6	28
	Laurens County Center	Youth	4	9	0	0	0	9	13	1	12
	Newberry Center	Youth	13	2	3	0	0	5	18	3	15
	Saluda Center	Youth	0	2	0	0	0	2	2	1	1
	Total		38	28	5	0	0	33	71	11	60

UPPER SAVANNAH
WORKFORCE INVESTMENT ACT
MONTHLY FINANCIAL STATUS REPORT

Section 1: Identification

Grantee Name and Address:

Grant Number: 01396B1

Program Activity: Adult

Grant Period: 7/1/2021 - 6/30/2022

Report Period: 6/01/2022 - 6/30/2022

Section 2: Expenditures

(Complete in Whole Dollars)	Approved Budget	Current Month Disbursements	Accruals	Actual Disbursements through Previous Month	Total Disbursements YTD (E + F + G)
Non-Administration					
Salaries/Fringes	\$ 202,883	\$ 19,490	\$ 7,982	\$ 194,475	\$ 221,947
Amt working direct with participants		\$ 8,459	\$ 3,432	\$ 83,624	\$ 95,515
Operating Expenses	\$ 26,150	\$ 1,930		\$ 18,048	\$ 19,979
Indirect Costs	\$ 26,476	\$ 2,514	\$ 1,131	\$ 25,847	\$ 29,492
Amt working direct with participants		\$ 1,091	\$ 486	\$ 11,114	\$ 12,691
Total	\$ 255,509	\$ 23,934	\$ 9,114	\$ 238,370	\$ 271,418
Participant Costs					
Assessments	\$ 240			\$ 650	\$ 650
Work Experience	\$ 48,000	\$ 7,319		\$ 43,844	\$ 51,163
High School Equivalency& Basic Skills		\$ 100		\$ 230	\$ 329
Occupational Class Room Training (CT)	\$ 73,600	\$ 4,742		\$ 10,339	\$ 15,081
On-the-Job Training (OJT)	\$ 72,450	\$ 47,595		\$ 77,972	\$ 125,567
Apprenticeship(CT and/or OJT)					\$ -
Incumbent Worker Training (IWT)					\$ -
Customized Training					\$ -
Support Services- Transportation	\$ 15,000	\$ 412		\$ 6,877	\$ 7,289
Support Services- Child Care	\$ 14,400	\$ 252		\$ 5,560	\$ 5,812
Support Services- Books, fees, supplies	\$ 14,500	\$ -			\$ -
Support Services- Other		\$ 2,086		\$ 11,240	\$ 13,327
Other (Specify)					\$ -
Total	\$ 238,190	\$ 62,507	\$ -	\$ 156,711	\$ 219,217
TOTAL NONADMIN & PARTICIPANT COSTS	\$ 493,699	\$ 86,441	\$ 9,114	\$ 395,080	\$ 490,635
Additional Expenditure Data Required					
Pay for Performance Expenditures					
Pay for Performance Unliquidated Obligations					
Program Income					
Program Income Earned					
Program Income Expended					

I certify to the best of my knowledge and belief this report is correct and complete, that all outlays and unpaid obligations

are for the purposes set forth in the Grant Agreement and that supporting documentation is available and will be retained for audit purposes.

Prepared by (signature)

Date

Name and Title

Approved by (signature)

Date

Name and Title

UPPER SAVANNAH
WORKFORCE INVESTMENT ACT
MONTHLY FINANCIAL STATUS REPORT

Section 1: Identification

Grantee Name and Address:

Grant Number: 02396B1

Program Activity: Dislocated Worker

Grant Period: 7/1/2021 - 6/30/2022

Report Period: 6/1/2022 - 6/30/2022

Section 2: Expenditures

(Complete in Whole Dollars)	Approved Budget	Current Month Disbursements	Accruals	Actual Disbursements through Previous Month	Total Disbursements YTD (E + F + G)
Non-Administration					
Salaries/Fringes	\$ 204,892	\$ 11,403	\$ 4,656	\$ 96,021	\$ 112,080
Amt working direct with participants		\$ 4,427	\$ 1,816	\$ 37,448	\$ 43,691
Operating Expenses	\$ 9,414	\$ 768		\$ 7,197	\$ 7,965
Indirect Costs	\$ 26,738	\$ 1,471	\$ 662	\$ 12,397	\$ 14,530
Amt working direct with participants		\$ 574	\$ 258	\$ 4,835	\$ 5,667
Total	\$ 241,044	\$ 13,642	\$ 5,318	\$ 115,615	\$ 134,575
Participant Costs					
Assessments	\$ 144				\$ -
Work Experience	\$ 12,000			\$ 1,749	\$ 1,749
High School Equivalency& Basic Skills					\$ -
Occupational Class Room Training (CT)	\$ 27,640	\$ 7,790		\$ 11,981	\$ 19,771
On-the-Job Training (OJT)	\$ 27,600	\$ 8,309		\$ 9,028	\$ 17,337
Apprenticeship(CT and/or OJT)					\$ -
Incumbent Worker Training (IWT)					\$ -
Customized Training					\$ -
Support Services- Transportation	\$ 4,500	\$ 252		\$ 312	\$ 564
Support Services- Child Care	\$ 4,500				\$ -
Support Services- Books, fees, supplies	\$ 5,000				\$ -
Support Services- Other		\$ 42		\$ 1,154	\$ 1,195
Other (Specify)					\$ -
Total	\$ 81,384	\$ 16,393	\$ -	\$ 24,224	\$ 40,616
TOTAL NONADMIN & PARTICIPANT COSTS	\$ 322,428	\$ 30,034	\$ 5,318	\$ 139,839	\$ 175,191
Additional Expenditure Data Required					
Pay for Performance Expenditures					
Pay for Performance Unliquidated Obligations					
Program Income					
Program Income Earned					
Program Income Expended					

I certify to the best of my knowledge and belief this report is correct and complete, that all outlays and unpaid obligations

are for the purposes set forth in the Grant Agreement and that supporting documentation is available and will be retained for audit purposes.

Prepared by (signature)

Date

Name and Title

Approved by (signature)

Date

Name and Title

Revised 10/25/2016

UPPER SAVANNAH
WORKFORCE INVESTMENT ACT
MONTHLY FINANCIAL STATUS REPORT

Section 1: Identification

Grantee Name and Address:

Grant Number: 03496B1

Program Activity: Youth

Grant Period: 7/1/2021 - 6/30/2022

Report Period: 6/1/2022 - 6/30/2022

Section 2: Expenditures

(Complete in Whole Dollars)	Approved Budget	Current Month Disbursements	Accruals	Actual Disbursements through Previous Month	Total Disbursements (E + F)
Non-Administration					
Salaries/Fringes	\$ 137,780	\$ 15,122		\$ 148,424	\$ 163,545
Amt working direct with participants		\$ 8,114		\$ 80,149	\$ 88,263
Indirect Cost	\$ 17,530	\$ 1,951		\$ 19,556	\$ 21,507
Amt working direct with participants		\$ 1,053		\$ 10,560	\$ 11,613
Operating Expenses	\$ 17,980	\$ 1,459		\$ 12,358	\$ 13,817
Total	\$ 173,290	\$ 18,531	\$ -	\$ 180,338	\$ 198,869
Participant Costs					
Assessments	\$ -	\$ 1,600		\$ 825	\$ 2,425
High School Equivalency Training	\$ -				\$ -
Occupational Class Room Training	\$ 27,100			\$ 4,660	\$ 4,660
Work Experience/Internships	\$ 62,400	\$ 3,565		\$ 4,044	\$ 7,609
OJT	\$ 35,000	\$ 585		\$ 3,686	\$ 4,271
Registered Apprenticeship					\$ -
Pre-Apprenticeship					\$ -
Youth Summer Empl Opp					\$ -
Sal/Fringe of Staff for WBL	\$ 52,296				\$ -
Total Work Based Learning	\$ 149,696	\$ 4,150	\$ -	\$ 7,730	\$ 11,879
Youth Incentives	\$ 6,000	\$ 275		\$ 2,075	\$ 2,350
Support Services- Transportation	\$ 8,400	\$ 205		\$ 1,599	\$ 1,804
Support Services- Child Care	\$ 7,500			\$ 252	\$ 252
Support Services- Books, Fees, Supplies	\$ 9,370	\$ 1,231		\$ 1,414	\$ 2,645
Other- Uniforms, Background cks, etc					\$ -
a.					\$ -
b.					\$ -
Total	\$ 155,770	\$ 7,460	\$ -	\$ 18,554	\$ 26,015
TOTAL NONADMIN & PARTICIPANT COSTS	\$ 329,060	\$ 25,991	\$ -	\$ 198,892	\$ 224,884
Youth Expenditures-Required Data					
Pay for Performance Expenditures					\$ -
Pay for Performance Unliquidated Obligations					
In-School Expenditures					\$ 15,741.85
Out-of-School Expenditures					\$ 209,141.71
Youth Summer Empl Opp				\$ -	\$ -
Program Income					
Program Income Earned					
Program Income Expended					

I certify to the best of my knowledge and belief this report is correct and complete, that all outlays and unpaid obligations are for the purposes set forth in the Grant Agreement and that supporting documentation is available and will be retained for audit purposes.

Prepared by (signature)

Date

Name and Title

Approved by (signature)

Date /

Name and Title

UPPER SAVANNAH
WORKFORCE INVESTMENT ACT
MONTHLY FINANCIAL STATUS REPORT

Section 1: Identification

Grantee Name and Address:

Grant Number: 13R96B1

Program Activity: Solid Ground Youth/Resiliency

Grant Period: 12/01/2021-05/31/2023

Report Period: 06/01/2022-06/30/2022

Section 2: Expenditures

(Complete in Whole Dollars)	Approved Budget	Current Month Disbursements	Accruals	Actual Disbursements through Previous Month	Total Disbursements YTD (E + F + G)
Non-Administration					
Salaries/Fringes	\$ 103,040	\$ 2,937.58	\$ 1,321.91	\$ 7,498.26	\$ 11,757.75
Amt working direct with participants					
Operating Expenses	\$ 7,298	\$ 409.46		\$ 408	\$ 817.88
Indirect Costs	\$ 9,402	\$ 378.94	\$ 170.52	\$ 618	\$ 1,166.97
Amt working direct with participants					
Total	\$ 119,740	\$ 3,725.98	\$ 1,492.43	\$ 8,524.19	\$ 13,742.60
Participant Costs					
Assessments	\$ -				\$ -
Work Experience	\$ 13,200				\$ -
High School Equivalency& Basic Skills	\$ -				\$ -
Occupational Class Room Training (CT)	\$ -				\$ -
On-the-Job Training (OJT)	\$ 6,720				\$ -
Apprenticeship(CT and/or OJT)					\$ -
Incumbent Worker Training (IWT)					\$ -
Customized Training					\$ -
Support Services- Transportation	\$ 10,000				\$ -
Support Services- Child Care					\$ -
Support Services- Books, fees, supplies	\$ -				\$ -
Support Services- Other	\$ 240				\$ -
Other (Specify)					\$ -
Total	\$ 30,160	\$ -	\$ -	\$ -	\$ -
TOTAL NONADMIN & PARTICIPANT COSTS	\$ 149,900	\$ 3,725.98	\$ 1,492.43	\$ 8,524.19	\$ 13,742.60
Additional Expenditure Data Required					
Pay for Performance Expenditures					
Pay for Performance Unliquidated Obligations					
Program Income					
Program Income Earned					
Program Income Expended					

I certify to the best of my knowledge and belief this report is correct and complete, that all outlays and unpaid obligations

are for the purposes set forth in the Grant Agreement and that supporting documentation is available and will be retained for audit purposes.

Prepared by (signature) _____ Date _____

Name and Title _____

Approved by (signature) _____ Date _____

Name and Title _____

UPPER SAVANNAH
WORKFORCE INVESTMENT ACT
MONTHLY FINANCIAL STATUS REPORT

Section 1: Identification

Grantee Name and Address:

Grant Number: 91396B2

Program Activity: Restoration Adult/DW

Grant Period: 12/01/2020 - 6/30/2022

Report Period: 6/01/2022 - 6/30/2022

Section 2: Expenditures

(Complete in Whole Dollars)	Approved Budget	Current Month Disbursements	Accruals	Actual Disbursements through Previous Month	Total Disbursements YTD (E + F + G)
Non-Administration					
Salaries/Fringes	\$ 102,708			\$ 102,680.00	\$ 102,680.00
Amt working direct with participants					\$ -
Operating Expenses	\$ 7,200			\$ 7,134.00	\$ 7,134.00
Indirect Costs	\$ 13,424			\$ 13,311.00	\$ 13,311.00
Amt working direct with participants					\$ -
Total	\$ 123,332	\$ -	\$ -	\$ 123,125.00	\$ 123,125.00
Participant Costs					
Assessments	\$ -				\$ -
Work Experience					\$ -
High School Equivalency& Basic Skills					\$ -
Occupational Class Room Training (CT)	\$ 42,000			\$ 41,916.00	\$ 41,916
On-the-Job Training (OJT)				\$ 2,858.00	\$ 2,858
Apprenticeship(CT and/or OJT)					\$ -
Incumbent Worker Training (IWT)					\$ -
Customized Training					\$ -
Support Services- Transportation	\$ 6,727			\$ 4,523.00	\$ 4,523
Support Services- Child Care	\$ 3,000			\$ 2,923.00	\$ 2,923
Support Services- Books, fees, supplies	\$ 8,550				\$ -
Support Services- Other				\$ 8,264.00	\$ 8,264
Other (Specify)					\$ -
Total	\$ 60,277	\$ -	\$ -	\$ 60,484.00	\$ 60,484
TOTAL NONADMIN & PARTICIPANT COSTS	\$ 183,609	\$ -	\$ -	\$ 183,609.00	\$ 183,609.00
Additional Expenditure Data Required					
Pay for Performance Expenditures					
Pay for Performance Unliquidated Obligations					
Program Income					
Program Income Earned					
Program Income Expended					

I certify to the best of my knowledge and belief this report is correct and complete, that all outlays and unpaid obligations

are for the purposes set forth in the Grant Agreement and that supporting documentation is available and will be retained for audit purposes.

Prepared by (signature) _____ Date _____ Name and Title _____

Approved by (signature) _____ Date _____ Name and Title _____

Revised 10/25/2016

UPPER SAVANNAH
WORKFORCE INVESTMENT ACT
MONTHLY FINANCIAL STATUS REPORT

Section 1: Identification

Grantee Name and Address:

Grant Number: 93496B2

Program Activity: Restoration Youth

Grant Period: 12/01/2020 - 6/30/2022

Report Period: 6/01/2022 - 6/30/2022

Section 2: Expenditures

(Complete in Whole Dollars)	Approved Budget	Current Month Disbursements	Accruals	Actual Disbursements through Previous Month	Total Disbursements YTD (E + F + G)
Non-Administration					
Salaries/Fringes	\$ 35,019			\$ 35,000.00	\$ 35,000.00
Amt working direct with participants					-
Operating Expenses	\$ -				\$ -
Indirect Costs	\$ 4,577			\$ 4,561.00	\$ 4,561.00
Amt working direct with participants					-
Total	\$ 39,596	\$ -	\$ -	\$ 39,561.00	\$ 39,561.00
Participant Costs					
Assessments	\$ -				\$ -
Work Experience	\$ 6,855			\$ 4,961.00	\$ 4,961.00
High School Equivalency& Basic Skills	\$ -				\$ -
Occupational Class Room Training (CT)	\$ -				\$ -
On-the-Job Training (OJT)	\$ 3,549			\$ 5,472.00	\$ 5,472.00
Apprenticeship(CT and/or OJT)					\$ -
Incumbent Worker Training (IWT)					\$ -
Customized Training					\$ -
Support Services- Transportation	\$ -				\$ -
Support Services- Child Care					\$ -
Support Services- Books, fees, supplies	\$ -				\$ -
Support Services- Other					\$ -
Other (Specify)					\$ -
Total	\$ 10,404	\$ -	\$ -	\$ 10,433.00	\$ 10,433.00
TOTAL NONADMIN & PARTICIPANT COSTS	\$ 50,000	\$ -	\$ -	\$ 49,994.00	\$ 49,994.00
Additional Expenditure Data Required					
Pay for Performance Expenditures					
Pay for Performance Unliquidated Obligations					
Program Income					
Program Income Earned					
Program Income Expended					

I certify to the best of my knowledge and belief this report is correct and complete, that all outlays and unpaid obligations

are for the purposes set forth in the Grant Agreement and that supporting documentation is available and will be retained for audit purposes.

Prepared by (signature)

Date

Name and Title

Approved by (signature)

Date

Name and Title

Revised 10/25/2016

UPPER SAVANNAH
WORKFORCE INVESTMENT ACT
MONTHLY FINANCIAL STATUS REPORT

Section 1: Identification

Grantee Name and Address:



Program Activity: **One Stop Operator**

Grant Period: 7/1/2021 - 6/30/2022

Report Period: 6/01/2022 - 6/30/2022

Section 2: Expenditures

(Complete in Whole Dollars)	Approved Budget	Current Month Disbursements	Accruals	Actual Disbursements through Previous Month	Total Disbursements YTD (E + F + G)
Grand Total					
Salaries/Fringes	\$ 87,128	\$ 7,505	\$ 3,377	\$ 62,187	\$ 73,070
Indirect Cost	\$ 11,369	\$ 968	\$ 436	\$ 8,022	\$ 9,426
Operating Expenses	\$ 17,081	\$ 371	\$ -	\$ 3,328	\$ 3,699
Total	\$ 115,578	\$ 8,844	\$ 3,813	\$ 73,538	\$ 86,195
Adult #011996B1					
Salaries/Fringes	\$ 31,750	\$ 2,724	\$ 1,226	\$ 21,255	\$ 25,205
Indirect Cost	\$ 4,143	\$ 351	\$ 158	\$ 2,742	\$ 3,251
Operating Expenses	\$ 6,498	\$ 126	\$ -	\$ 1,132	\$ 1,258
Total	\$ 42,391	\$ 3,201	\$ 1,384	\$ 25,129	\$ 29,714
Dislocated Worker #12996B1					
Salaries/Fringes	\$ 31,750	\$ 2,724	\$ 1,226	\$ 20,681	\$ 24,631
Indirect Cost	\$ 4,143	\$ 351	\$ 158	\$ 2,668	\$ 3,177
Operating Expenses	\$ 6,498	\$ 122	\$ -	\$ 1,116	\$ 1,238
Total	\$ 42,391	\$ 3,198	\$ 1,384	\$ 24,465	\$ 29,046
Youth #13996B1					
Salaries/Fringes	\$ 23,628	\$ 2,057	\$ 926	\$ 20,251	\$ 23,234
Indirect Cost	\$ 3,083	\$ 265	\$ 119	\$ 2,612	\$ 2,997
Operating Expenses	\$ 4,085	\$ 122	\$ -	\$ 1,081	\$ 1,203
Total	\$ 30,796	\$ 2,445	\$ 1,045	\$ 23,944	\$ 27,435
	\$ 115,578	\$ 8,844	\$ 3,813	\$ 73,538	\$ 86,195

I certify to the best of my knowledge and belief this report is correct and complete, that all outlays and unpaid obligations

are for the purposes set forth in the Grant Agreement and that supporting documentation is available and will be retained for audit purposes.

Prepared by (signature)

Date

Name and Title

Approved by (signature)

Date

Name and Title

Revised 8/11/2017