

MEMORANDUM OF AGREEMENT

Eckerd Connects Workforce Development Services (ECWDS) (SC Works & Palmetto Youth Connections Programs) AND

Anderson 1, 2 Adult Education Programs/County Adult Education Programs

Purpose:

To establish the provision of academic and educational services for the **Eckerd Connects Workforce Development Services (ECWDS) (SC Works & Palmetto Youth Connections Programs)** and to ensure state certified and credentialed services are provided to all Anderson County WIOA eligible Adults, Dislocated Workers, and Youth served under this program.

Services; Adult Education Program will provide:

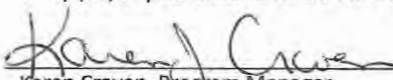
1. Academic & Educational Services
 - a. Provide Basic Skills Remediation as deemed necessary to increase a student’s educational functioning level to enable them to participate in GED or HSD Preparation through the SDE approved curriculums.
 - b. Provide SDE sanctioned Pre-GED and GED Preparation courses and High School Diploma courses.
 - c. Provide **WIN WorkReady** Assessment and/or South Carolina Essential Soft Skills Assessment at **no cost** for the **first exam and re-credentialing** in accordance with the SC Ready to Work Credential and/or SC Essential Soft Skills Credential state guidelines.
2. Disseminate WIOA Program and Services information in regular AE orientations.
3. Provide academic assessment utilizing the TABE locator, Reading Comprehension, Math Applications and Math Computation assessments combined to reflect a total Math score for pre-tests, progress tests, and post tests.
4. Counsel students for proper placement based on academic level.
5. Recommend and furnish appropriate materials and textbooks.
6. Maintain all records, progress reports, attendance, as mandated by the State Department of Education.
7. Provide WIOA Program Time & Attendance Forms to **ECWDS** Staff signed by Adult Education instructors as required by the WIOA Program.
8. Include **ECWDS** staff in organization briefings when appropriate.
9. Provide registration for the Official GED Exam for WIOA Participants that have scored at or above a satisfactory level on the Official Practice in accordance with the fees outline in Addendum A.
 - a. Please note that for purposes of the MOA, the Satisfactory Progress Policy limiting Official GED testing fee coverage to **twice (one (1) complete test and one (1) complete retake plus 2 Ready exams per section for a dollar amount total not to exceed \$233)** for a WIOA Eligible Participant must be followed as defined in the WorkLink Employment and Training Instruction Letter No. 11-06 which is available on request as a reference. PYC will not be obligated to pay the GED test registration fees to Adult Education for students who are registered for the GED test by Adult Education and have not met the EFL and/or GED READY guidelines.

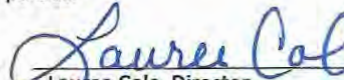
Eckerd Connects Workforce Development Services (ECWDS) will:

1. Provide information to Adult Education to distribute during orientation to ensure that WIOA services are available for those who wish to apply for eligibility determination for the WIOA services available in the WorkLink area that covers Anderson, Oconee, and Pickens Counties in South Carolina.
2. Coordinate with all Adult Education programs and refer all WIOA eligible participants who meet Adult Education entry requirements for the following services: Basic Skills Remediation, Pre-GED and GED Preparation, High School Diploma courses, Work Ready Certificate Skill Enhancement Training (when available), and Computer Application Training
3. Recommend, encourage, and refer all students to adult education as deemed appropriate and pay for GED testing fees.
4. Coordinate student schedules to enable them to attend Adult Education programs.
5. Coordinate with Adult Education TABE assessments within 90 days of participants’ enrollment into WIOA or as needed to comply with local WIOA Statement of Work requirements and SCDEW requirements for testing.
6. Provide appropriate case management, career coaching, and job placement and/or post-secondary placement services to students leading to positive outcomes for Adult Education, **ECWDS**, the WorkLink WDB, and most importantly the student.
7. Provide twelve (12) months of follow up to exited WIOA participants to document retention in employment or post-secondary.
8. **ECWDS** agrees to pay Program Fees and costs as outlined in Addendum A.

Understandings:

All parties are committed to serving WIOA Participants seeking services and agree to make available an instructional program that addresses the academic, workplace, life, and social skills needed to lead to competitive, gainful, self-sufficient employment. This agreement is effective for **7/1/2024** through **6/30/2025**. All parties will periodically review progress during the year regarding this collaborative endeavor to ensure that the mutual efforts are responsible to the students being served. Any party may terminate the agreement at any time for any or no reason by providing thirty (30) day advance written notice of termination to all other parties.


 Karen Craven, Program Manager
 Eckerd Connects Workforce Development Services


 Lauree Cole, Director
 Anderson 1&2 Adult Education

6-13-24
 Date

6/13/24
 Date

ADDENDUM A

INSTRUCTIONAL COSTS

Eckerd Connects Workforce Development Services (EWDS) agrees to pay Adult Education tuition for academic services as outlined below based on WIOA Eligibility and voucher submission for payment by invoice, **as funding levels allow.**

Academic Services	Cost Per Participant/Student
1. GED/HSD Preparation	\$112 (one time registration fee)
2. WorkReady Preparation/Remediation	\$25 (onetime fee)
3. WorkReady Test/Retest	No Charge for approved implementation partners (Reading, Math, & Locating Information)

Eckerd Connects Workforce Development Services (ECWDS) Program Staff will issue Vouchers to Adult Education at the time a WIOA Participant is eligible and approved to attend training or receive this service. Adult Education in coordination with **ECWDS** Administrative Staff will invoice **Eckerd Connects Workforce Development Services (ECWDS)** for the vouchers received by the dates outlined below, **as funding levels allow.**

1. First Quarter - September 30, 2024
2. Second Quarter – December 31, 2024
3. Third Quarter - March 31, 2025
4. Fourth Quarter - June 5, 2025 (All invoices must be submitted by June 30, 2025)

MEMORANDUM OF AGREEMENT

**Eckerd Connects Workforce Development Services (ECWDS) (SC Works & Palmetto Youth Connections Programs)
AND**

Anderson 3,4, 5 Adult Education/ County Adult Education Programs

Purpose:

To establish the provision of academic and educational services for the **Eckerd Connects Workforce Development Services (ECWDS) (SC Works & Palmetto Youth Connections Programs)** and to ensure state certified and credentialed services are provided to all Anderson County WIOA eligible Adults, Dislocated Workers, and Youth served under this program.

Services:

Adult Education Program will provide:

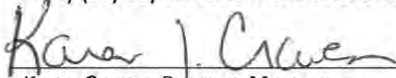
1. Academic & Educational Services
 - a. Provide Basic Skills Remediation as deemed necessary to increase a student’s educational functioning level to enable them to participate in GED or HSD Preparation through the SDE approved curriculums.
 - b. Provide SDE sanctioned Pre-GED and GED Preparation courses and High School Diploma courses.
 - c. Provide **WIN** Ready to Work Assessment and/or South Carolina Essential Soft Skills Assessment at **no cost** for the **first exam and re-credentialing** in accordance with the SC Ready to Work Credential and/or SC Essential Soft Skills Credential state guidelines.
2. Coordinate with **ECWDS** staff to disseminate WIOA Program and Services information in regular AE orientations.
3. Provide academic assessment utilizing the TABE locator, Reading Comprehension, Math Applications and Math Computation assessments combined to reflect a total Math score for pre-tests, progress tests, and post tests.
4. Counsel students for proper placement based on academic level.
5. Recommend and furnish appropriate materials and textbooks.
6. Maintain all records, progress reports, attendance, as mandated by the State Department of Education.
7. Provide WIOA Program Time & Attendance Forms to **ECWDS** Staff signed by Adult Education instructors as required by the WIOA Program.
8. Provide space and internet access for **ECWDS** staff as outlined in Addendum A.
9. Include **ECWDS** staff in regularly scheduled meetings and/or organization briefings when appropriate.
10. Provide registration for the Official GED Exam for WIOA Participants that have scored at or above a satisfactory level on the Official Practice in accordance with the fees outline in Addendum B.
 - a. Please note that for purposes of the MOA, the Satisfactory Progress Policy limiting Official GED testing fee coverage to **twice (one (1) complete test and one (1) complete retake plus 2 Ready exams per section for a dollar amount total not to exceed \$233)** for a WIOA Eligible Participant must be followed as defined in the WorkLink Employment and Training Instruction Letter No. 11-06 which is available on request as a reference. PYC will not be obligated to pay the GED test registration fees to Adult Education for students who are registered for the GED test by Adult Education and have not met the EFL and/or GED READY guidelines.


Eckerd Connects Workforce Development Services (ECWDS) will:

1. Be responsible for any and all equipment, supplies, and staff items housed within the Adult Education facilities.
2. Coordinate with all Adult Education programs and refer all WIOA eligible participants who meet Adult Education entry requirements for the following services:
 - a. Basic Skills Remediation, Pre-GED and GED Preparation, High School Diploma courses, WIN Skill Enhancement Training (when available), and Computer Application Training
3. Recommend, encourage, and refer all students to adult education as deemed appropriate and pay for GED testing fees
4. Coordinate student schedules to enable them to attend Adult Education programs.
5. Coordinate with Adult Education TABE assessments within 90 days of participants’ enrollment into WIOA or as needed to comply with local WIOA Statement of Work requirements and SCDEW requirements for testing.
6. Provide appropriate case management, career coaching, and job placement and/or post-secondary placement services to students leading to positive outcomes for Adult Education, **ECWDS**, the WorkLink WDB, and most importantly the student.
7. Provide twelve (12) months of follow up to exited WIOA participants to document retention in employment or post-secondary
8. **ECWDS** agrees to pay for facility costs as outlined in Addendum A and Program Fees and Costs as outlined in Addendum B.

Understandings:

All parties are committed to serving WIOA Participants seeking services and agree to make available an instructional program that addresses the academic, workplace, life, and social skills needed to lead to competitive, gainful, self-sufficient employment. This agreement is effective for **7/1/2024** through **6/30/2025**. All parties will periodically review progress during the year regarding this collaborative endeavor to ensure that the mutual efforts are responsible to the students being served. Any party may terminate the agreement at any time for any or no reason by providing thirty (30) day advance written notice of termination to all other parties.


 Karen Craven, Program Manager
 Eckerd Connects Workforce Development Services


 Katie Brown, Director
 Anderson 3,4,5 Adult Education

6-10-24
 Date

6/10/2024
 Date

**ADDENDUM A
FACILITY COSTS**

Adult Education agrees to provide administrative space for **Eckerd Connects Workforce Development Services (ECWDS)** (Palmetto Youth Connections) staff on a fulltime basis within the Adult Education Centers for an annual cost of \$1200 to be paid quarterly to the Adult Education facility as outlined by the following dates, **as funding levels allow**.

1. First Quarter - September 30, 2024 (\$ 300)
2. Second Quarter - December 31, 2024 (\$ 300)
3. Third Quarter - March 31, 2025 (\$ 300)
4. Fourth Quarter - June 5, 2025 (\$ 300) (All invoices must be submitted by June 30, 2025)

**ADDENDUM B
INSTRUCTIONAL COSTS**

Eckerd Connects Workforce Development Services (EWDS) agrees to pay Adult Education tuition for academic services as outlined below.

Academic Services	Cost Per Participant/Student
1. GED/HSD Preparation	\$112 (one time registration fee)
2. WorkReady Preparation/Remediation (when available)	\$25 (onetime fee)
3. WorkReady Test/Retest (when available)	No Charge for approved implementation partners (Reading, Math, & Locating Information)

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1. First Quarter - September 30, 2024
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MEMORANDUM OF AGREEMENT

Eckerd Connects Workforce Development Services (ECWDS) (SC Works & Palmetto Youth Connections Programs) AND

Oconee Adult Education/ County Adult Education Programs

Purpose:

To establish the provision of academic and educational services for the **Eckerd Connects Workforce Development Services (ECWDS) (SC Works & Palmetto Youth Connections Programs)** and to ensure state certified and credentialed services are provided to all Oconee County WIOA eligible Adults, Dislocated Workers, and Youth served under this program.

Services:

Adult Education Program will provide:

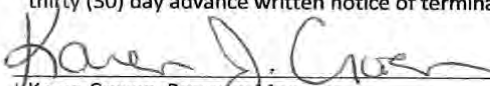
1. Academic & Educational Services
 - a. Provide Basic Skills Remediation as deemed necessary to increase a student’s educational functioning level to enable them to participate in GED or HSD Preparation through the SDE approved curriculums.
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5. Recommend and furnish appropriate materials and textbooks.
6. Maintain all records, progress reports, attendance, as mandated by the State Department of Education.
7. Provide WIOA Program Time & Attendance Forms to **ECWDS** Staff signed by Adult Education instructors as required by the WIOA Program.
8. Provide space and internet access for **ECWDS** staff as outlined in Addendum A.
9. Include **ECWDS** staff in regularly scheduled meetings and/or organization briefings when appropriate.
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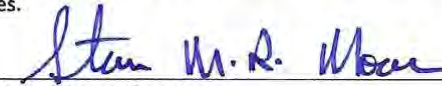
1. Be responsible for all equipment, supplies, and staff items housed within the Adult Education facilities.
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 - a. Basic Skills Remediation, Pre-GED and GED Preparation, High School Diploma courses, WIN Skill Enhancement Training (when available), and Computer Application Training
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7. Provide twelve (12) months of follow up to exited WIOA participants to document retention in employment or post-secondary.
8. **ECWDS** agrees to pay for facility costs as outlined in Addendum A and Program Fees and Costs as outlined in Addendum B.

Understandings:

All parties are committed to serving WIOA Participants seeking services and agree to make available an instructional program that addresses the academic, workplace, life, and social skills needed to lead to competitive, gainful, self-sufficient employment. This agreement is effective from **7/1/2024** through **6/30/2025**. All parties will periodically review progress during the year regarding this collaborative endeavor to ensure that the mutual efforts are responsible to the students being served. Any party may terminate the agreement at any time for any or no reason by providing thirty (30) day advance written notice of termination to all other parties.


Karen Craven, Program Manager
Eckerd Connects Workforce Development Services

6-4-24
Date


Steve Moore, Director
Oconee Adult Education

6/4/24
Date

**ADDENDUM A
FACILITY COSTS**

Adult Education agrees to provide administrative space for **Eckerd Connects Workforce Development Services (ECWDS)** (Palmetto Youth Connections) staff on a fulltime basis within the Adult Education Centers for an annual cost of \$1200 to be paid quarterly to the Adult Education facility as outlined by the following date, **as funding levels allow**.

1. First Quarter – September 2024 (\$ 300)
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**ADDENDUM B
INSTRUCTIONAL COSTS**

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MEMORANDUM OF AGREEMENT

**Eckerd Connects Workforce Development Services (ECWDS) (SC Works & Palmetto Youth Connections Programs)
AND**

Pickens County Adult Learning Center/ County Adult Education Programs

Purpose:

To establish the provision of academic and educational services for the **Eckerd Connects Workforce Development Services (ECWDS) (SC Works & Palmetto Youth Connections Programs)** and to ensure state certified and credentialed services are provided to all Pickens County WIOA eligible Adults, Dislocated Workers, and Youth served under this program.

Services:

Adult Education Program will provide:

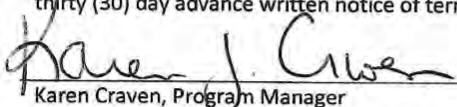
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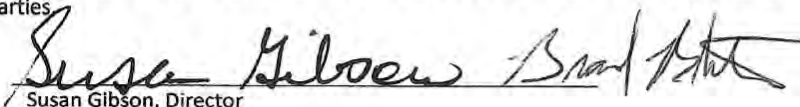
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Understandings:

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Karen Craven, Program Manager
Eckerd Connects Workforce Development Services



Susan Gibson, Director
Pickens County Adult Learning Center

6-11-24

Date

6/11/24

Date

**ADDENDUM A
FACILITY COSTS**

Adult Education agrees to provide administrative space for **Eckerd Connects Workforce Development Services (ECWDS)** (Palmetto Youth Connections) staff on a fulltime basis within the Adult Education Centers for an annual cost of \$1200 to be paid quarterly to the Adult Education facility as outlined by the following dates, **as funding levels allow.**

1. First Quarter - September 30, 2024 (\$ 300)
2. Second Quarter - December 31, 2024 (\$ 300)
3. Third Quarter - March 31, 2025 (\$ 300)
4. Fourth Quarter - June 4, 2025 (\$ 300) (All invoices must be submitted by June 30, 2025)

**ADDENDUM B
INSTRUCTIONAL COSTS**

Eckerd Connects Workforce Development Services (EWDS) agrees to pay Adult Education tuition for academic services as outlined below.

Academic Services	Cost Per Participant/Student
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1. First Quarter - September 30, 2024
2. Second Quarter - December 31, 2024
3. Third Quarter - March 31, 2025
4. Fourth Quarter - June 5, 2025 (All invoices must be submitted by June 30, 2025)

Memorandum of Agreement
Between
Tri-County Technical College
AND
SC Appalachian Council of Governments (a.k.a. WorkLink)
AND
Eckerd Workforce Development

Purpose:

In an effort to enhance the services provided by the area Quickjobs Centers (operated by Tri-County Technical College) in Pickens and Oconee Counties we have agreed on a partnership with Eckerd Workforce Development & the SC Appalachian Council of Governments to staff the Quickjobs Centers in Oconee and Pickens Counties. These staff members will be provided office space to be based onsite at the Quickjobs Centers. Office space will be provided for (1) SC Works Employee and (1) Eckerd Workforce Development employee. In addition, Eckerd will be allowed to use classroom training space as outlined below.

Tri-County Technical College will:

1. Provide use of the Quickjobs Centers in Oconee County 5 days per week (Monday through Friday) and use of the Pickens County Quickjobs Development Center 3 days per week (one office space on Monday and Tuesday for SC Works Center services and an additional office space on Monday, Tuesday, and Thursday for Rapid Response Services).
2. Provide office space for servicing of the citizens of the service area to Eckerd Workforce Development Services & SCDEW (1 office per agency), operational space, and classroom facility space (as outlined below on a space available basis). Classroom space will be scheduled with the Easley Campus Director/Administrator of CCE Centers or his/her designee.
3. Provide classroom/lab space at the Oconee Center (8am-5pm, 5 days per week*). Classroom/Lab space at the Quickjobs Centers will be scheduled in collaboration with Tri-County Technical College's Corporate and Community Education Division on a weekly basis. CCE Class schedules will take precedence over all other activities within the facility. Space allocation will be scheduled by the Tri-County Tech Easley Campus Office Manager as designated by the Easley Campus/CCE Site Administrator.

*Note: Business and Industry courses sponsored by CCE can be scheduled/rescheduled on a last minute basis (note: classes take precedence over any activity being held in the building).

4. Provide each employee occupying the center a key to the center and alarm codes (with the understanding that they are to return the keys upon request, separation from Eckerd / SCDEW, or upon termination of this agreement).
5. Provide utilities, Internet service, phone service and copier service (based on charges outlined below).
6. Provide janitorial/cleaning services for each facility.
7. Allow WorkLink to place more permanent signs near the Quickjobs facility signs at each location (sign and location must be approved by Tri-County Technical College personnel).
8. Provide a code for copier/printer usage and long-distance phone calls for Eckerd staff and SCDEW staff (Eckerd / SCDEW staff will be responsible for costs associated with long distance calls).

SC Appalachian Council of Governments (WorkLink) will:

1. Compensate Tri-County Technical College for facility usage of the Quickjobs Centers on a monthly basis July 2023 through June of 2024 (with the right of both parties to terminate with a 30-day notice) based on the calculations below.

(Note: The chart below outlines the total cost for the QuickJobs Center rental, minus 7.69% of the shared partner cost of all Workforce Development services in the tri-county area. This generous deduction from Tri-County Technical College is given in support of workforce development initiatives in the WorkLink region. This deduction is also to be considered Carl D. Perkins contribution to the SC Works System as outlined in the State Instruction Memorandum number 15-11. requiring local Workforce Development Boards to develop a Memorandum of Understanding with workforce system partners as referenced in the Workforce Innovation and Opportunities Act (WIOA).

Quick Job Center Costs	Total Costs per Year	Shared Partner Cost (45% of Total cost)	Fair Share Carl D. Perkins (7.69% of Shared Partner Costs)
Easley Quick Jobs Center <i>Hours: Monday-Tuesday (8:30am - 5:00pm)</i>	\$4,800 (\$400 monthly)	\$2,400	\$185
Seneca Quick Jobs Center <i>Hours: Monday-Friday (8:30am - 5:00pm)</i>	\$15,170 (\$1,264 monthly)	\$6,864	\$528
Subtotal	\$19,970	\$9,264	\$713

Clemson SC Works Costs	Total Costs per Year	Shared Partner Cost	Fair Share Carl D Perkins
Clemson SC Works Center <i>Hours: Monday-Friday (8:30am - 5:00pm)</i>	\$110,010	\$49,018	\$3,771
Operational Costs <i>Includes security, utilities, janitorial/maintenance, landscaping, general repair, pest control, & HVAC Maintenance</i>	\$43,720	\$19,674	\$1,513
Subtotal	\$153,730	\$68,692	\$5,284

Telecommunications*	Total Costs per Year	Shared Partner Cost	Fair Share Carl D Perkins
Telephones <i>Anderson \$1200, Clemson \$7590, Seneca \$1200</i>	\$9,990	\$1,898	\$146
Equipment Maintenance Rental <i>Copier/Fax/Scanner Combos</i>	\$2,200	\$2,200	\$169
Subtotal	\$12,190	\$4,098	\$315

Universal Access**	Total Costs per Year	Shared Partner Cost	Fair Share Carl D Perkins
<i>Common Area Supplies \$1800, Hiring Events \$3250, Training Materials \$600; Outreach Branding \$2500; SC Works Online Services \$2516; Receptionist \$32000 (Clemson Only); PC Costs \$9880 (Resource Room only)</i>	\$52,546	\$52,546	\$4,042
Subtotal	\$52,546	\$52,546	\$4,042

Anderson SC Works Costs	Total Costs per Year	Shared Partner Cost	Fair Share Carl D Perkins
Anderson Center (1428 Pearman Dairy Rd) <i>Hours: Monday-Friday (8:30am - 5:00pm)</i>	\$13,728 (\$1,144 monthly)	\$4,576	\$352
Subtotal	\$13,728	\$4,576	\$352
GRAND TOTAL COSTS	\$250,722	\$136,888	\$10,706

Total Invoiced by Tri-County each month

TCTC's fair share of costs comes to \$10,706. The use of Easley and Seneca Quick Jobs Center costs is valued at \$19,970. A generous rental reduction of an annual \$9,264 will be billed to WorkLink/Eckerd at a monthly amount of \$772 as Carl D. Perkins share of costs towards workforce initiatives in the WorkLink region.

2. Pay for Copier usage (.04 cents per copy for B/W copies / .08 cents per copy for color copies) for SCDEW staff
3. Reimburse Tri-County Technical College for any long-distance phone calls for Eckerd / SCDEW staff

Eckerd Workforce Development will:

1. Maintain a current list of names and contact information of each staff member using a Tri-County Tech facility.
2. Ensure keys and building security at each Tri-County facility is maintained by confirming the Administrator of CCE Centers is informed of any staff changes at each location.
3. Ensure keys are distributed to each employee of Eckerd Workforce Development & SCDEW that will utilize the Center. Ensuring keys are collected upon termination of agreement, termination of the employee's employment, or if they cease to use the facility.
4. Pay for Copier usage (.04 cents per copy for B/W copies / .08 cents per copy for color copies) for Eckerd staff
5. Reimburse Tri-County Technical College for any long-distance phone calls for Eckerd staff
6. Ensure facilities are kept looking professional (no tape or thumbtacked papers to the walls, chalkboards, or doors)
7. Ensure care is taken with facility furniture and be responsible for any furniture/facility damage that is incurred by Eckerd / SC Dew during their operations
8. Ensure maintenance / IT problems are reported to the CCE Center Administrator and/or his/her representative
9. Adhere to Tri-County Technical Colleges policies/procedures with regard to parking at each center and the no-smoking policy that will be adopted effective August 1, 2014

Understandings:

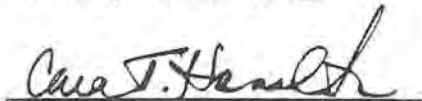
This agreement is effective 7/1/2024 – 06/30/2025. All parties will periodically review this agreement throughout the year in a collaborative endeavor to service the citizens of our service area. Any party may terminate the agreement at any time for any or no reason by providing a thirty (30) day advanced written notice of termination to all other parties.



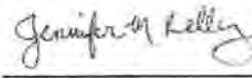
Dr. Galen DeHay, President
Tri-County Technical College



Steve Pelissier
Executive Director, SC Appalachian Council of Govts



Cara Hamilton
VP Business Affairs, Tri-County Technical College



Jennifer Kelly
Executive Director, WorkLink



Renee Alexander, Operations Director
Eckerd Workforce Development

SC WORKS

BRINGING EMPLOYERS
AND JOB SEEKERS TOGETHER

WORKLINK

ANDERSON•OCONEE•PICKENS

WorkLink

WIOA INSTRUCTION LETTER NO.: PY'23-02 (Replaces Revised PY'21-06)

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

ISSUANCE

DATE: February 7, 2024

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 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.

A proud partner of the  American Job Center network
An Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.

1376 Tiger Blvd Suite 102 Clemson SC 29631 P. 864.646.1515 F. 864.646.2814 Relay Service Dial 711 (TTY)

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 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:

- 10 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.

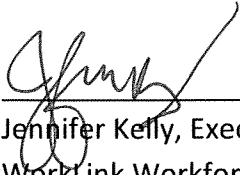
SECTION 7 - SUPPORTIVE SERVICES NOT ALLOWABLE FOR WIOA PARTICIPANTS

- 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.



Jennifer Kelly, Executive Director
WorkLink Workforce Development Board

DISTRIBUTION: All WIOA staff

SUPPLEMENT: SUPPORTIVE SERVICE POLICY

ATTACHMENT A: REQUEST FOR EXCEPTION FORM

WL Supportive Service Policy 21-06 - Supplement		CAP \$ 3,000		
	Per Diem	Max		Low Income
TRANSPORTATION ASSISTANCE				Yes
Direct Transportation				
Bus tickets, ride share, car service, taxi, other fares	\$ -	\$ -		
Transportation Reimbursement (one way)				
10 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 Accommodations			\$ 1,000
OTHER ASSISTANCE			No
Background Checks			\$ -
Interpreter Services			\$ -
LEGAL AID SERVICES ASSISTANCE			-
Expungements			\$ 500
Driver's License Reinstatement Fees			\$ -
NEEDS RELATED PAYMENTS			Per Week
Adults (Category A) - \$5 per credit hour	\$ 150.00	\$ -	Yes
Dislocated Worker (Category B) - UI/TRA payment amt	\$ 150.00	\$ -	
Dislocated Worker (Category C) - \$5 per credit hour	\$ 150.00	\$ -	

WL Supportive Service Policy 21-06 - Supplement		CAP	\$	3,000
	Per Diem	Max	Low Income	
TRANSPORTATION ASSISTANCE				Yes
Direct Transportation				
Bus tickets, ride share, car service, taxi, other fares	\$ -	\$ -		
Transportation Reimbursement (one way)	\$ -	\$ -		
10 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
<i>Rates for Summer</i>				
Per each child 12 and under	\$ 25.00	\$ -		
<i>Rates for School Year</i>				
Per each pre-school aged child	\$ 25.00	\$ -		
Per each school aged child 12 and under	\$ 10.00	\$ -		
<i>Dependent Care - per dependent</i>	\$ 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			Yes
	Per Week		
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

WIOA INSTRUCTION LETTER NO.: PY'18-07, change 2 (replaces Instruction Letter 18-07, change 1)

SUBJECT: Youth Local Supportive Service Policy and Incentive Payment Guidelines

ISSUANCE

DATE: 02/02/2022

EFFECTIVE

DATE: 02/02/2022

EXPIRATION

Date: Indefinite

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

BACKGROUND: The goal of the Workforce Innovation and Opportunity Act is to provide individuals with the resources they need to gain and retain employment that pays self-sufficiency wages. The Act authorizes supportive services for individuals registered in WIOA programs who are receiving training or follow-up Services. WIOA permits incentive payments to youth participants registered in WIOA programs who are receiving training or follow up services.

WIOA requires that supportive services be provided only to those unable to obtain services through other funding sources. Supportive services are provided as necessary to assist an individual in meeting their employment goals. Funding decisions should be made on a case-by-case basis, and the guidelines below are to assist staff in administering equitable and fair supportive services to participants.

At assessment, youth participants are asked about their resources and support network. Participants who lack services, skills, or resources to get or keep a job are identified by the case manager and are provided community resource information that can be used to meet those needs. Referrals are made as appropriate to partner agencies and other community services.

POLICY: WIOA is a payer of last resort, and so, only if a participant cannot obtain services by other means should WIOA provide supportive services. Case managers must document in case notes efforts to access non-WIOA sources to justify providing supportive services through WIOA. It will be left to the discretion of the case manager that all non-WIOA sources of funding have been exhausted. Also, WIOA participants must check with local agencies regarding emergency relief funds to address any one-time emergency costs.

Incentive payments to youth participants are permitted for recognition and achievement and are directly tied to goals of the youth participant including training activities, work experience, or follow up services.

Budgetary Plan:

When youth participants request supportive services, the case manager must assist the participant with a budgetary plan to ensure that the participant has the means to pay for the services in the future. The budgetary plan also justifies the need to provide supportive services. This plan and the justification are kept in the participant's hard file and documented in a SCWOS case note.

Supportive Service Log:

A log is maintained by the case manager on each supportive service recipient. With this log, the case manager ensures that the maximum amount of services is not exceeded. As applicable, the participant file must also contain the referral to supportive services (see attachment), childcare vendor agreement, invoices, mileage calculation (MapQuest, Google, etc.) attendance sheets, and justification for paying the supportive services.

Supportive Services Needs Determined at Assessment:

Supportive services needs are determined upon enrollment into WIOA during assessment. Supportive services are limited to transportation and childcare expenses, emergency costs, and test fees.

Supportive Service Payment Overview:

All supportive service assistance payments issued on behalf of WIOA enrolled participants within the WorkLink Workforce Development Area will be issued based on an established and documented need, identified as follows:

- a. Supportive Service assistance payments are limited to the amount necessary to satisfy the emergency and permit the WIOA enrolled participants to continue or complete the applicable WIOA activity. Payments cannot exceed \$3,000 per program year without written approval of the Administrative Entity.
- b. A supportive service need that was identified during Assessment.

- c. A need that is identified due to an emergency occurring after the individual became a WIOA enrolled participant. Payments can only be made toward relief of situations continuing after the individual becomes a WIOA enrolled participant and cannot be made retroactive.
- d. Except for transportation reimbursement, all supportive service assistance payments will be issued directly to the vendor providing the needed assistance or service to the WIOA enrolled participants (i.e., childcare provider, automotive repair shop, gas, or electric utility company, etc.). Under no circumstances will supportive services assistance payments be made directly to the WIOA enrolled participants.

Who May Receive Supportive Services:

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

- a. Those who are actively participating in a WIOA activity for which he or she may not otherwise be able to continue or complete without supportive services assistance. There must be at least one open activity in SCWOS.
- b. For participants in follow-up, there is no need for an open activity. In these cases, an entry in the case notes and supporting documentation in case file is required.
- c. Those who have established a supported or documented allowable need for assistance.
- d. Those who have presented documentation or evidence that all other reasonable means for getting non-WIOA assistance/support have been exhausted.
- e. Those who need employment related assistance during their normal 12-month follow-up period.
- f. Those who are not qualified for unemployment insurance compensation as well as those who have exhausted unemployment while registered in a WIOA activity.

Allowable Supportive Services for WIOA Participants in Training Services - Youth Services:

- **Medical Assistance** - Limited funding is available to provide medical services required for an individual to participate in youth activities and/or training also to obtain or retain unsubsidized employment. 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 an employer or training program
 - Immunizations
 - Pre-employment drug tests
 - Dental extractions and dentures
 - Eyeglasses but not contact lenses or any type of eye surgery
- **Work Clothing or Uniforms** - 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, smocks, etc. Individuals needing general-purpose clothing should be referred to a community clothes bank or other agencies. The maximum amount for work clothing is \$150 during participation in the program.
- **Training Related Equipment** - Pays for training related equipment not already covered, such as books and supplies.
- **Background Checks** - Pays for background checks, such as, motor vehicle records check, criminal records (SLED), etc. when required by the occupation or employer.
- **Test fees** - Pays for fees related to obtain certification, such as real estate license, driver's license, GED fees, etc.
- **Driver's Training** – Pays for driver's training. This does not include CDL's.

- **One-time Emergency Costs** * - A one-time minor car repairs should not exceed \$1000. A one-time utility cost of electric, water or gas bill, excludes telephone bills. A one-time housing costs, includes rent but excludes mortgage payments.
- **Child Care or Dependent Care** - Participants who have out-of-pocket expense(s) associated with attending training/activities may receive childcare assistance. Reimbursements are linked to attendance if a participant is absent from training, a reimbursement may not be made for that day. For childcare supportive service assistance, vendor agreements and invoices are required documents that must be kept in the participant's hard file.

\$20 a day for pre-school children

\$8 a day for school- age children 12 years old and younger and for dependent adults

- **Online Classes** - If a participant is taking an approval online class and the case manager determines a need for childcare or dependent care, the payment will be based on login and logout times into the approved online class. The participant will be responsible for the following:
 - Documentation of class attendance – print screens of the login and logout screens, clearly indicating the date, time, and proof of the class. *No payment will be made for insufficient documentation.*
 - Provision of documentation for payment – documentation should be given to the assigned case manager in a timely manner.

For transportation reimbursement payments to be made while attending a virtual class, a case manager must document by case note that the participant is traveling to a location other than their residence to participate in the online training.

- **Direct Transportation** - If a participant is unable to attend an activity or training because he or she lacks 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.

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 a for profit businesses may be utilized. The grantee should have an agreement with the transportation provider specifying the cost and billing arrangements. Grantees may choose to pay private individuals selected by participants to provide transportation. Prior to using a private individual to provide transportation, the grantee must verify the individual has a valid driver's license and insurance.

Grantees can arrange for transportation of groups for workshops, youth field trips, etc. If the grantee arranges for group transportation, individual participants will not be required to develop a transportation plan.

- **Transportation Reimbursement** - Participants not receiving direct transportation services may receive transportation assistance to help defray the out-of-pocket expenses associated with activities/training. Payments are made according to the distance driven per week. Grantees should consider the attendance policy per training/education establishment. Each youth participant must be in class at a minimum of 75% per week to receive transportation reimbursement. Training at our Adult Education Centers would equate nine (9) out of twelve (12) hours during the week.

Rates:

Less than 75 miles	\$40
76 -150 miles	\$80
151 – 224 miles	\$120
225 miles or greater	\$160

- **Legal Aid Services:**

Expungements - (State Instruction Letter Number 16-05) provides for Payment of Expungement Fees. The Youth participant is required to meet WIOA youth program benchmarks (1) GED or credential attainment; (2) completion of Workforce Development (Career Smart) classes; and approval by WorkLink Executive Director on an as needed basis. The Expungement fee cap is to serve five (5) youth per WIOA program year at an average cost of \$350.00 per individual = \$1,550.00 total expungement fee expense per program year.

Note: Any Expungement fees beyond the cap stated above must have approval by WorkLink Executive Director on an as needed basis.

Driver's License Reinstatement Fees – Pay for fees associated with reinstatement of driver's license with a **maximum cap of \$500.00.**

Supportive Services NOT Allowable for WIOA Participants:

- a. Punitive services costs, which includes child support or driver's license reinstatement fees.
- b. Payments for food or food items.
- c. Payments for automobile payments, insurance, taxes, or tags.
- d. Personal debt or obligation that occurred before WIOA registration.

Incentive Budgetary Plan:

The incentive-based structure called Skill Invoice will be discussed up front with each youth participant and is designed around benchmarks of their Individual Service Strategy (ISS). As funding allows, the youth participant will have an opportunity to EARN an incentive by the attainment of goals they have established with their career coach when designing their ISS.

Tracking/Distribution/Log of Earned Incentives/Transportation and Other Supportive Services:

1. The youth provider will track incentives/transportation and other supportive services in the SCWOS Advance Individual Fund Tracking (AIFT) data system and a separate voucher payment system and pay participant earned incentives/transportation and/or any other applicable supportive services in the form of a check.
2. The career coach has a signature log which participants sign upon receipt of their earned incentives/transportation (in the form of a check).
3. The career coach enters the incentive/transportation and other supportive services activity code (which coincides with appropriate youth activity completed) into SCWOS to reflect date incentive/transportation is requested for the participant which should match/align with the created date on the signature log in the case file.

Incentive Payments Guidelines:

- a. Must ensure incentive payments are typed to the goals of the youth program;
- b. Must be outlined in writing before commencement of the youth program;
- c. Align with the local youth program organizational policies; and
- d. In accord with the requirements contained in 2 CFR part 200;
- e. **Incentive payments are paid and/or distributed to youth participants during training activities, work experience, or follow up services of the WIOA Youth Program.**
- f. The Youth Service Provider Skill Invoice Criteria Incentive Policy is an attachment in the current year Youth Grant (Statement of Work).

WIOA Reference(s): WIOA Final REGS – **Section 681.570** Supportive Services for Youth Participants and **Section 681.640** - Incentive Payments to Youth Participants.

Please copy and distribute this information appropriately within your agency.

INQUIRIES: Direct all inquires on this Instruction to the WorkLink Workforce Development Board Staff. Youth inquiries should be directed to Sharon Crite, Youth Services Manager/Education Outreach, telephone 864.646.1828 or email scrite@worklinkweb.com.



Mr. Trent Acker, Executive Director
WorkLink Workforce Development Board

DISTRIBUTION: All WIOA staff

ATTACHMENTS: Youth Supportive Services Reference Sheet

Youth Supportive Service Reference Sheet

Maximum amount allowable in one year	\$3,000.00
Childcare/dependent care each day	
Pre-School Children	\$20
School-age Children up to 12 years old	\$8
Dependent Adults	\$8
One Time Emergency Costs	
Minor Car Repair (maximum cap)	\$1000
Transportation Reimbursement	
Less than 75 miles	\$40
76-150 miles	\$80
151-244 miles	\$120
225 miles or greater	\$160
Supportive Services available after enrollment and before other activities	
Work or Training Related Expenses	
Test Fees	
Childcare/Dependent Care	
One-Time Emergency Costs (with specified cap)	
Transportation	
Legal Aid Services (with specified caps)	

Notes: WIOA is always the payer of last resort, efforts to obtain supportive services through other agencies must be documented.

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

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An Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.

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(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

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
<p>A. Training Plan Description</p> <ol style="list-style-type: none"> 1. Does the IWT application justify the need for the training, the potential impact on the business, employees, community, and/or the economy? 2. Is the training narrative stated clearly and easy to follow and does it present a comprehensive description of the training to be provided? 3. Does the project provide a description of the training provider and ample justification for the selection of the provider? 	15	
<p>B. Eligibility for Funds</p> <ol style="list-style-type: none"> 1. Has the business been in operation in South Carolina for a minimum of one year prior to application date? 2. Does the business have at least one full-time employee? 3. Is the business current on all state tax obligations? 4. Does the training meet one or more of the criteria mentioned in the Program Guidelines? 	15	
<p>C. Priority</p> <ol style="list-style-type: none"> 1. Does the application represent a significant upgrade in employee skills and/or employee wage increases as a result of training? 2. Does the application represent a significant layoff avoidance strategy and provide retention opportunities? 3. If the company has had previous contracts were the outcomes positive and were documents submitted in a timely manner? 4. Does the company's application represent a significant upgrade in employee skills related to the automotive, bioscience, energy, or advanced materials sectors? 5. Does the company's application demonstrate trainee wage increases or progressions at the end of training? If so, by what percentage? 	30	
<p>D. Budget</p> <ol style="list-style-type: none"> 1. Are costs reasonable in terms of the activities to be provided and the performance outcomes to be achieved? 2. Was the budget detailed and sufficiently explained? 3. Is the proposed cost per trainee reasonable? 4. Are costs listed allowable? 	10	
<p>E. Outcomes</p> <ol style="list-style-type: none"> 1. Has the applicant clearly outlined the outcomes of the training? 2. Were clear definitions provided on employer outcomes and how they will be accomplished? 3. Has the applicant proposed outcomes that are acceptable? 	30	
TOTAL SCORE:	100	



Self-Sufficiency Definition

WorkLink's self-sufficiency guidelines are 150% of Lower Living Standard Income Level for Adults and 85% of dislocated wage for Dislocated Workers. Youth must meet low income definition.

Training Cap

WorkLink's training cap is \$10,000 lifetime and \$5,000 per program year. Our supportive service cap is \$3,000 per program year.

Locally Defined Youth Barriers

WorkLink Youth Local Barrier is defined as:

An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant (youth 17-24) in need of work-readiness skills to include soft skills, life skills, occupational skills, and lack of work experience?

Deficient in Basic Literacy Skills is defined as:

1. An individual who is determined to compute or solve problems, read, write, or speak English at or below 9th grade(level 8.9); or
2. An individual who is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family or in society.

WorkLink LWDA

Total Local Area Operating Budget for PY2024

July 1, 2024 - June 30, 2025

FTE Cost Allocation Methodology

By Program	Original	FTEs	Mod 1	FTEs	Difference Amt	Difference FTEs	Notes
Total	\$ 216,219.64	35.9	\$ 216,682.11	37.4	\$ 462.47	1.50	
WP	\$ 62,275.70	11.4	\$ 61,975.52	12.0	\$ (300.18)	0.60	DEW confirmed 1 FTE in Easley
UI	\$ 15,032.74	2.0	\$ 14,910.79	2.0	\$ (121.95)	-	
TAA	\$ -	-	\$ -	0.0	\$ -	-	
RWA	\$ 20,144.13	4.0	\$ 19,940.26	4.0	\$ (203.87)	-	
Vet	\$ 15,032.74	2.0	\$ 17,831.41	3.0	\$ 2,798.67	1.00	DEW Added 1 FTE to Seneca
TANF	\$ 23,120.53	4.0	\$ 22,904.66	4.0	\$ (215.87)	-	
SNAP	\$ 7,516.37	1.0	\$ 7,455.40	1.0	\$ (60.97)	-	
VR	\$ 1,862.94	0.5	\$ 1,453.72	0.4	\$ (409.22)	(0.10)	Miscalculated original FTE
Adult Ed	\$ 1,503.27	0.2	\$ 1,491.08	0.2	\$ (12.19)	-	
WIOA	\$ 62,214.84	9.8	\$ 61,263.88	9.8	\$ (950.96)	-	
SCCB	\$ 7,516.37	1.0	\$ 7,455.40	1.0	\$ (60.97)	-	

By Agency	Original	FTEs	Mod 1	FTEs	Difference Amt	Difference FTEs	Notes
DEW	\$ 112,485.31	19.4	\$ 114,657.98	21.0	\$ 2,172.67		
WIOA	\$ 62,214.84	9.8	\$ 61,263.88	9.8	\$ (950.96)		
DSS	\$ 30,636.90	5.0	\$ 30,360.06	5.0	\$ (276.84)		
SCCB	\$ 7,516.37	1.0	\$ 7,455.40	1.0	\$ (60.97)		
Adult Ed	\$ 1,503.27	0.2	\$ 1,491.08	0.2	\$ (12.19)		
VR	\$ 1,862.94	0.5	\$ 1,453.72	0.4	\$ (409.22)		

PY2023 Memorandum of Understanding
for SC Works Center Operations -
Change 1

Changes to Mod 1

	Original	Mod 1	Difference	Notes
ANDERSON				
Rent Anderson	13,122.95	11,550.24	(1,572.71)	Trued up cost to final MOA with Anderson County
Internet	1,224.00	1,224.00	-	
Public Access Equipment	864.00	864.00	-	
Common area supplies	3,956.76	5,222.25	1,265.49	928.97 added Water Cooler service (\$928.97) 670.36 added Literature Racks for partners materials in resource room (\$670.36) (333.84) Slight reduction in overall supplies (-\$333.84)
Overall	19,167.71	18,860.49	(307.22)	Overall reduction in budget
CLEMSON				
Rent	128,140.00	128,140.00	-	
Security System (Shredding)	1,100.00	1,100.00	-	
Utilities	14,424.00	14,424.00	-	
Janitorial/Maintenance	15,397.40	10,397.40	(5,000.00)	Switched Janitorial Services from Green Solutions to Jan-Pro
General Repair	6,000.00	6,000.00	-	
Pest Control	575.00	575.00	-	
Telephone (if applicable)	12,000.00	12,000.00	-	
Public Access PC Costs	2,475.50	2,475.50	-	
Equipment Maintenance/Rental (HVAC Only)	1,380.00	1,380.00	-	
Common area supplies**	2,455.71	5,937.49	3,481.78	928.97 added Water Cooler service (\$928.97) 670.36 added Literature Racks for partners materials in resource room (\$670.36) 1,926.00 added janitorial supplies (43.55) slight reduction in requested supplies
One-Time general repair (light fixtures in common space)	3,210.00	3,210.00	-	
OVERALL	187,157.61	185,639.39	(1,518.22)	Overall reduction in budget
EASLEY				
Rent	2,400.00	2,400.00	-	
Public Access PC Costs	285.00	285.00	-	
Common area supplies**	443.34	443.34	-	
OVERALL	3,128.34	3,128.34	-	No change to Easley
SENECA				
Rent	4,576.00	6,863.91	2,287.91	Added an office in Seneca \$190.66 per month
Public Access PC Costs	475.00	475.00	-	
Common area supplies**	1,714.98	1,714.98	-	
OVERALL	6,765.98	9,053.89	2,287.91	
Overall Difference	216,219.64	216,682.11	462.47	

PY2024 MOU Signature Status – Update as of 7/1/2024

Pending Signatures

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

Agency	Status*	Contact	Notes**	Date
Anderson County	Signed	Jennifer Kelly	Completed	5/3/2024
Pickens County	Signed	Jennifer Kelly	Completed	5/3/2024
Oconee County	Signed	Jennifer Kelly	Completed	8/15/2024
Board Chair	Signed	Jennifer Kelly	Completed	5/3/2024
Eckerd Workforce Development Services	Signed	Jennifer Kelly	Completed	5/15/2024
SCACOG	Signed	Jennifer Kelly	Completed	8/15/2024
DEW	Signed	Jennifer Kelly	Completed	6/20/2024
SCVRD	Signed	Jennifer Kelly	Completed	6/14/2024
SC Commission for the Blind	Signed	Jennifer Kelly	Completed	5/24/2024
DSS	Signed	Jennifer Kelly	Completed	6/6/2024
Adult Ed 1&2	Signed	Jennifer Kelly	Completed	11/2/2024
Adult Ed 3&4&5	Signed	Jennifer Kelly	Completed	5/20/2024
Adult Ed Oconee	Signed	Jennifer Kelly	Completed	5/16/2024
Adult Ed Pickens	Signed	Jennifer Kelly	Completed	11/2/2024
TCTC	Signed	Jennifer Kelly	Completed	5/3/2024
SHARE	Signed	Billy Hunter	Completed	11/12/2024
Goodwill	Signed	Jennifer Kelly	Completed	5/30/2024

Notes:

Partners not included in PY 2024:

- *Indian Development Council*
 - Not located in our area, minimal to no services provided

- *DESI – Job Corps*
 - Not located in our area, minimal to no services provided

- *Telamon – Migrant and Seasonal Farmworkers*
 - Not located in our area, minimal to no services provided

- *Housing and Urban Development*
 - Located in our area, no ETA funds under WIOA available in WL region

- *Second Chance Act*
 - No partner identified for WL region

- *Youth Build*
 - No partner identified for WL region

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

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

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

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

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

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

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

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

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

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

Each Partner agrees to:

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

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

Purposes:

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

The Parties agree to:

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

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

Services

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

Career Services

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

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

Unemployment Insurance (UI) Services

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

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

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

Accessibility

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

Certification

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

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

Center Management

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

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

Eligibility

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

Staff Management

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

Dispute Resolution

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

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

Modification and Assignment

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

Termination

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

Oversight

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

SC Works Partner Meetings

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

System Integration and Referral

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

Confidentiality

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

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

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

Grants Management

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

Compliance

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

Liability Insurance

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

Severability

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

Assurances and Certifications:

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

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

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

INFRASTRUCTURE FUNDING AGREEMENT (IFA)

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

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

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

Anderson SC Works Center (Satellite)	
Billy Hunter, OneStop Operator	864-642-0466
1428 Pearman Dairy Rd, Anderson, SC 29624	whunter@eckerd.org
Mon – Fri, 8:30A – 5:00P	www.worklinkweb.com

Easley SC Works Center (Satellite)	
Billy Hunter, OneStop Operator	864-220-8990
1776 Powdersville Hwy, Easley, SC 29642	whunter@eckerd.org
Mon – Tues, 8:30A-Noon, 1:00P – 5:00P	www.worklinkweb.com

Seneca SC Works Center (Satellite)	
Billy Hunter, OneStop Operator	864-646-1741
104 Vocational Dr, Seneca, SC 29672	whunter@eckerd.org
Mon – Fri, 8:30A-1:00, 2:00P – 5:00P	www.worklinkweb.com

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

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

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

Agreed upon Additional Shared Services Est. Cost	Description
Joint Staff Training	Partners share in training that their staff participants in (based on FTE count)

Infrastructure costs and agreed upon additional shared operating and/or services costs will be shared in accordance with this agreement, including the Parties identified in **Attachment E: Shared Operating Budget**. Changes to the list of financially contributing partners included in the budget will result in changes to the allocations for the remaining partners. Therefore, any changes to the partners included in the budget must be submitted to all Parties of this agreement in the form of a written addendum and revised budget to ensure fiduciary responsibility. Failure to adhere to this standard may result in disputed proportionate share amounts and failure to remit payment amounts above that which are included in the original agreement.

Prior to committing to a contractual and/or financial obligation of any kind that would involve payment from a financially contributing partner, the Parties must consult with and obtain approval from the

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

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

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

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

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

Equipment Costs - Equipment costs are those related to the use of rented equipment, such as Xerox machines, etc. (including paper and ink for the machine). Partner staff will be responsible for providing the necessary equipment for their staff and will share in the cost of public access equipment only, as provided by the LWDB and/or Operator, and used only by Center customers. These costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

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

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

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

Clemson SC Works Center	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
Number of PCs	11	6	4	21
<i>Public Access PCs: 10 RR computers, 1 veteran RR computer Training Lab PCs: 6 laptops PCs used by Staff: 1 greeter kiosk, 1 conference room smartboard PC, 1 training lab smartboard PC, 1 Front Desk computer. Non-shared PCs: 34 staff computers Shared VOIP Phone System (communicates with Anderson)</i>				
Easley SC Works Center	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
Number of PCs	6	0	1	7
<i>Public Access: 6 resource room computers PCs used by Staff: 1 greeter kiosk Non-shared PCs: 3 staff computers</i>				
Seneca SC Works Center	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
Number of PCs	7	0	1	8
<i>Public Access: 7 resource room computers PCs used by Staff: 1 greeter kiosk Non-shared PCs: 4 staff computers.</i>				
Anderson SC Works Center	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
Number of PCs	14	0	1	15
<i>Public Access: 14 Resource room computers PCs used by Staff: 1 greeter kiosk Non-shared PCs: 8 staff computers Shared VOIP Phone System (communicates with Clemson)</i>				

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

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

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

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

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

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

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

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

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

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

Duration

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

Loss of Funds

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

Agreement Management

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

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

Authority and Signatures

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

Effective Date

Without regard to the date of signatures below, the Parties agree the effective date of this agreement is July 1, 2024.

Attachments

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

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

Chief Elected Officials:

Anderson County Council
Tommy Dunn, Chair

 04.22.24
Signature Date

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

Chief Elected Officials:

Pickens County Council
Chris Bowers, Chair



Signature

5/3/24
Date

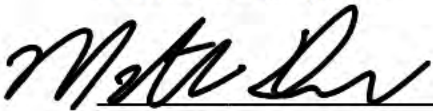
THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

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

Chief Elected Officials:

Oconee County Council
Matthew Durham, Chair



Signature

Date

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

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



Mike Wallace, Board Chair

Date: 5/3/24



Renee Alexander, Operator

Date: 5/15/24

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

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

- Adults;
- Dislocated Workers; and
- Youth



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

Date: 7/9/24

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

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

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

William H. Floyd, III

William H. Floyd, III, Executive Director

6/20/24
Date: _____

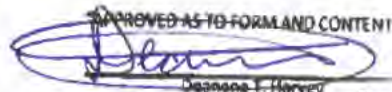
THE WORKLINK WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

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



Felicia W. Johnson, Commissioner

Date: 06/14/2024

APPROVED AS TO FORM AND CONTENT

Deanne F. Horvey
SCVRD Legal Counsel 6.11.24

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

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



Darline Graham, Commissioner

Date: 5/24/24

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

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

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

Susan Roben Digitally signed by Susan Roben
Date: 2024.05.06 14:02:29 -04'00'

Date: _____

Susan Roben
Chief Financial Officer

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

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



Lauree Cole
Adult Education Director

Date: 11/07/24

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

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



Date: 5/20/2024

Katie Brown
Adult Education Director

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

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



Steve Moore
Adult Education Director

Date: 5/16/24

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

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



Brad Blackston
Adult Education Director

Date: 11/2/24

SC WORKS SYSTEM

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

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



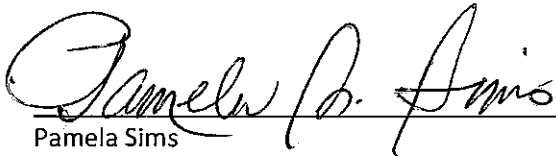
Dr. Galen DeHay, President

Date: 5.03.2024

SC WORKS SYSTEM

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

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



Pamela Sims
President/CEO

Date: 11/12/2024

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

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

_____ Date: _____
Jerry Branham
Board Chairman

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

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

_____ Date: _____
Kristin Dube, Manager


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

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

_____ Date: _____
Signature

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

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



Tiffany Foster, Director of Community Development

Date: 5/30/24

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

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

Signature

Date: _____

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

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

Signature

Date: _____

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

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

Signature

Date: _____

MOU Attachment A: WIOA REQUIRED SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Anderson SCWorks Center	Clemson SC Works Center	Easley SC Works Center	Seneca SC Works Center
1428 Pearman Dairy Rd	1376 Tiger Blvd, Ste 102	1776 Powdersville Road	104 Vocational Dr
Anderson, SC 29625	Clemson, SC 29631	Easley, SC 29642	Seneca, SC 29672

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

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

MOU ATTACHMENT C

CROSS REFERRAL AGREEMENT

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

- (a) Referral Definition

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

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

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

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

MOU ATTACHMENT C-1

Referral *

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

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

Customer's Name:

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

Email: _____ Alternate Contact Information: _____

REFERRED FROM:

AGENCY: _____

YOUR NAME & TITLE: _____

YOUR PHONE #: _____ YOUR EMAIL: _____

REFERRED TO:

AGENCY: _____ PROGRAM: _____

NAME & TITLE: _____

DESCRIPTION OF SERVICES YOUR CUSTOMER NEEDS:

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

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

FOR OFFICE USE ONLY:

DATE RECEIVED: _____ INITIALS: _____

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

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

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

MOU ATTACHMENT D

SC Works Civility Policy

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

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

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

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

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

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

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

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

WorkLink All Centers

Total Local Area Operating Budget for PY2024

Attachment E

July 1, 2024 - June 30, 2025

FTE Cost Allocation Methodology

Infrastructure Costs	Anderson	Clemson	Easley	Seneca	Totals
Rent (Clemson)	11,550.24	128,140.00	4,800.00	11,439.92	155,930.16
Security System	-	1,100.00	-	-	1,100.00
Utilities	-	14,424.00	-	-	14,424.00
Janitorial/Maintenance	-	10,397.40	-	-	10,397.40
Landscaping	-	-	-	-	-
General Repair	-	6,000.00	-	-	6,000.00
Pest Control	-	575.00	-	-	575.00
Depreciation (if applicable)*	-	-	-	-	-
Internet/VOIP	1,224.00	12,000.00	-	-	13,224.00
Public Access PC Costs	864.00	2,475.50	285.00	475.00	4,099.50
Equipment Maintenance/Rental	-	1,380.00	-	-	1,380.00
Common area supplies**	5,222.25	5,937.49	443.34	1,714.98	13,318.05
One-Time general repair (light fixtures in common spaces- replace ballasts \$	-	3,210.00	-	-	3,210.00
Infrastructure Costs	\$ 18,860.49	\$ 185,639.39	\$ 5,528.34	\$ 13,629.90	\$ 223,658.11
Carl D. Perkins - Rent Reduction	-	-	2,400.00	4,576.00	6,976.00
Less Cash Contributions	-	-	2,400.00	4,576.00	6,976.00
Less Non-personnel In-kind Contributions	-	\$ -	-	-	-
Total Infrastructure Costs Balance	\$ 18,860.49	\$ 185,639.39	\$ 3,128.34	\$ 9,053.90	\$ 216,682.11
Additional Shared Services Costs					
Joint Staff Training	-	4,000.00	-	-	4,000.00
Total Additional Costs	\$ -	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Less Cash Contributions	-	-	-	-	-
Less Non-personnel In-kind Contributions	-	-	-	-	-
Total Additional Shared Services Costs Balance	-	-	-	-	-
Grand Total Budget	\$ 18,860.49	\$ 189,639.39	\$ 3,128.34	\$ 9,053.90	\$ 220,682.11

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

Clemson SC Works Center

Total Local Area Operating Budget for PY2024

July 1, 2024 - June 30, 2025

FTE Cost Allocation Methodology

Number of FT Employees	24.9	6.6	2.0	2.0	2.0	2.6	1.0	0.1	0.2	7.4	1
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Clemson SC Works											
Infrastructure Costs	Total	WP	UI	RWA	Vet	TANF	SNAP	VR	Adult Ed	WIOA	SCCB
Rent	128,140.00	33,964.82	10,292.37	10,292.37	10,292.37	13,380.08	5,146.18	514.62	1,029.24	38,081.77	5,146.18
Security System (Shredding)	1,100.00	291.57	88.35	88.35	88.35	114.86	44.18	4.42	8.84	326.91	44.18
Utilities	14,424.00	3,823.23	1,158.55	1,158.55	1,158.55	1,506.12	579.28	57.93	115.86	4,286.65	579.28
Janitorial/Maintenance	10,397.40	2,755.94	835.13	835.13	835.13	1,085.67	417.57	41.76	83.51	3,089.99	417.57
Landscaping	-	-	-	-	-	-	-	-	-	-	-
General Repair	6,000.00	1,590.36	481.93	481.93	481.93	626.51	240.96	24.10	48.19	1,783.13	240.96
Pest Control	575.00	152.41	46.18	46.18	46.18	60.04	23.09	2.31	4.62	170.88	23.09
Depreciation (if applicable)*	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	12,000.00	3,180.72	963.86	963.86	963.86	1,253.01	481.93	48.19	96.39	3,566.27	481.93
Public Access PC Costs	2,475.50	656.16	198.84	198.84	198.84	258.49	99.42	9.94	19.88	735.69	99.42
Equipment Maintenance/Rental (HVAC Only)	1,380.00	365.78	110.84	110.84	110.84	144.10	55.42	5.54	11.08	410.12	55.42
Common area supplies**	5,937.49	1,573.79	476.91	476.91	476.91	619.98	238.45	23.85	47.69	1,764.55	238.45
One-Time general repair (light fixtures in common spaces- replace ballasts)	3,210.00	850.84	257.83	257.83	257.83	335.18	128.92	12.89	25.78	953.98	128.92
Other - please list	-	-	-	-	-	-	-	-	-	-	-
Other - please list	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 185,639.39	\$ 49,205.62	\$ 14,910.79	\$ 14,910.79	\$ 14,910.79	\$ 19,384.03	\$ 7,455.40	\$ 745.54	\$ 1,491.08	\$ 55,169.94	\$ 7,455.40

Number of FTEs cost sharing Additional Costs	0	0	0	0	0	0	0	0	0	0	0
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Additional Shared Services Costs	Total	WP	UI	MSFW	VET	TANF	SNAP	VR	Adult Ed	WIOA	Other***
Joint Staff Training	4,000.00	-	-	-	-	-	-	-	-	-	-
Total Additional Costs	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Grand Total Budget	\$ 189,639.39	\$ 49,205.62	\$ 14,910.79	\$ 14,910.79	\$ 14,910.79	\$ 19,384.03	\$ 7,455.40	\$ 745.54	\$ 1,491.08	\$ 55,169.94	\$ 7,455.40
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*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution
 **All staff purchase their own supplies- only resource room and common area supplies are shared
 ***Add additional columns as needed

WorkLink LWDA

Total Local Area Operating Budget for PY2024

July 1, 2024 - June 30, 2025

FTE Cost Allocation Methodology

Number of FT Employees	37.4	12.0	2.0	4.0	3.0	4.0	1.0	0.4	0.2	9.8	1.0
-------------------------------	-------------	-------------	------------	------------	------------	------------	------------	------------	------------	------------	------------

Total WorkLink SC Works Centers												
Infrastructure Costs	Total	WP	UI	RWA	Vet	TANF	SNAP	VR	Adult Ed	WIOA	SCCB	
Rent	155,930.16	45,812.05	10,292.37	13,372.43	13,982.67	15,536.13	5,146.18	1,290.28	1,029.24	44,322.62	5,146.18	
Security System (Shredding)	1,100.00	291.57	88.35	88.35	88.35	114.86	44.18	4.42	8.84	326.91	44.18	
Utilities	14,424.00	3,823.23	1,158.55	1,158.55	1,158.55	1,506.12	579.28	57.93	115.86	4,286.65	579.28	
Janitorial/Maintenance	10,397.40	2,755.94	835.13	835.13	835.13	1,085.67	417.57	41.76	83.51	3,089.99	417.57	
Landscaping	-	-	-	-	-	-	-	-	-	-	-	
General Repair	6,000.00	1,590.36	481.93	481.93	481.93	626.51	240.96	24.10	48.19	1,783.13	240.96	
Pest Control	575.00	152.41	46.18	46.18	46.18	60.04	23.09	2.31	4.62	170.88	23.09	
Depreciation (if applicable)*	-	-	-	-	-	-	-	-	-	-	-	
Telephone (if applicable)	13,224.00	3,670.32	963.86	1,290.26	963.86	1,481.49	481.93	64.51	96.39	3,729.47	481.93	
Public Access PC Costs	4,099.50	1,364.98	198.84	429.24	352.06	419.77	99.42	51.78	19.88	1,064.12	99.42	
Equipment Maintenance/Rental (HVAC Only)	1,380.00	365.78	110.84	110.84	110.84	144.10	55.42	5.54	11.08	410.12	55.42	
Common area supplies**	13,318.05	4,542.58	476.91	1,869.51	1,030.13	1,594.80	238.45	172.13	47.69	3,107.41	238.45	
One-Time general repair (light fixtures in common spaces- replace ball	3,210.00	850.84	257.83	257.83	257.83	335.18	128.92	12.89	25.78	953.98	128.92	
Other - please list	-	-	-	-	-	-	-	-	-	-	-	
Other - please list	-	-	-	-	-	-	-	-	-	-	-	
Total Infrastructure Costs	\$ 223,658.11	\$ 65,220.07	\$ 14,910.79	\$ 19,940.26	\$ 19,307.54	\$ 22,904.66	\$ 7,455.40	\$ 1,727.65	\$ 1,491.08	\$ 63,245.27	\$ 7,455.40	
Less Cash Contributions (Carl D Perkins)	6,976.00	3,244.55	-	-	1,476.13	-	-	273.93	-	1,981.39	-	
Less Non-personnel In-kind Contributions	-	-	-	-	-	-	-	-	-	-	-	
Total Infrastructure Costs Balance	\$ 216,682.11	\$ 61,975.52	\$ 14,910.79	\$ 19,940.26	\$ 17,831.41	\$ 22,904.66	\$ 7,455.40	\$ 1,453.72	\$ 1,491.08	\$ 61,263.88	\$ 7,455.40	
Number of FTEs cost sharing Additional Costs	0	0	0	0	0	0	0	0	0	0	0	
Additional Shared Services Costs	Total	WP	UI	RWA	VET	TANF	SNAP	VR	Adult Ed	WIOA	SCCB	
Joint Staff Training	4,000.00	-	-	-	-	-	-	-	-	-	-	
Total Additional Costs	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Grand Total Budget	\$ 220,682.11	\$ 61,975.52	\$ 14,910.79	\$ 19,940.26	\$ 17,831.41	\$ 22,904.66	\$ 7,455.40	\$ 1,453.72	\$ 1,491.08	\$ 61,263.88	\$ 7,455.40	

SC Works WorkLink

STAFFING ADDENDUM SIGNATURE SHEET

Date Prepared: 9/25/2024 (Updated)

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

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

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

	WIOA Funded Staff	DSS Funded Staff	VR Funded Staff	DEW Funded Staff	Adult Ed Funded Staff	SCCB Funded Staff	Total Center Staff	Proportionate Share %					
								WIOA	DSS	VR	DEW	Ad Ed	SCCB
SC Works Anderson	1.0	1.4	0.1	5.0	0	0	7.5	13.3%	18.7%	1.3%	66.7%	0.0%	0.0%
SC Works Clemson	7.4	3.6	0.1	12.6	0.2	1	24.9	29.7%	14.5%	0.4%	50.6%	0.8%	4.0%
SC Works Easley	0.4	0	0.1	1.4	0	0	1.9	21.1%	0.0%	5.3%	73.7%	0.0%	0.0%
SC Works Seneca	1.0	0.0	0.1	2.0	0	0	3.1	32.3%	0.0%	3.2%	64.5%	0.0%	0.0%

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

Staff Name (includes ALL Center staff)	Center and Program Assigned to Work	# of Days and/or Half-days Assigned to Work per Week (e.g.: 1 day= .20; half-day=.10)
Janice Chastain	Anderson SC Works Center, Wagner Peyser	5 days per week
Marilyn Nettles	Anderson SC Works Center, Wagner Peyser	5 days per week
Jamey Mason	Anderson SC Works Center, Wagner Peyser	5 day per week
Stanley Hill	Anderson SC Works Center, WIOA	5 day per week
Jennifer Woody	Anderson SC Works, RWA	5 days per week
Amber Moeckel- Coordinator	Anderson SC Works Center, Wagner Peyser	5 day per week
TANF - Jacqueline Turner	Anderson SC Works, TANF	1 day per week
TANF - Doug Lancaster	Anderson SC Works, TANF	1 day per week
TANF - Tounga Williams	Anderson SC Works, TANF	5 days per week
Julie Teague	Anderson SC Works Center, VR	.1 (or half day) per week
Diana Goldwire	Clemson SC Works Center, Wagner Peyser	1 FTE
Pat Pruitt	Clemson SC Works Center, Wagner Peyser	5 days per week
Kimberly Perez	Clemson SC Works Center, Wagner Peyser	5 days per week
Tina Barnes	Clemson SC Works Center, Wagner Peyser	3 days per week
Brittany Knoetgen	Clemson SC Works Center, Wagner Peyser	5 days per week
Hannah Fower	Clemson SC Works Center, Wagner Peyser	5 days per week
Andie Keef	Clemson SC Works Center, Wagner Peyser	5 days per week
Mary Baker	Clemson SC Works Center, Wagner Peyser	5 days per week
Judy Griffin	Clemson SC Works Center, UI	5 days per week
Teashekia Garrett	Clemson SC Works Center, UI	5 days per week
Cyndi Sprinkle	Clemson SC Works Center, Veterans	5 days per week
Jimmy Ahern	Clemson SC Works Center, Veterans	5 days per week
Laura Cox	Clemson SC Works Center, RWA	5 days per week
Jeff Snider	Clemson SC Works Center, WIOA	5 days per week
Lillian Cleveland	Clemson SC Works Center, WIOA	5 days per week
William Hunter	Clemson SC Works Center, WIOA	5 days per week
Vicky Sexton	Clemson SC Works Center, WIOA	3 days per week
Jennifer Campbell	Clemson SC Works Center, WIOA	5 days per week
Jennifer Kelly	Clemson SC Works Center, WIOA	5 days per week
Windy Graham	Clemson SC Works Center, WIOA	5 days per week
Sharon Crite	Clemson SC Works Center, WIOA	5 days per week

SNAP - Shenice Caughman	Clemson SC Works Center, WIOA	5 days per week
TANF - Valerie Gaines	Clemson SC Works Center, DSS SNAP	5 days per week
TANF - Jacqueline Turner	Clemson SC Works Center, DSS TANF	5 days per week
TANF - Doug Lancaster	Clemson SC Works Center, DSS TANF	4 days per week
VR - Chris Taylor	Clemson SC Works Center, VR	4 days per week
SCCB - Cherri Boller	Clemson SC Works Center, VR	.5 days per week
AE - Lori Wood	Clemson SC Works Center, Adult Ed	.2 (or 1 day) per week
Tina Barnes	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
Vicky Sexton	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
Kathy Stanton	Easley SC Works Center, Wagner Peyser	1 FTE
VR - Chris Taylor	Easley SC Works Center, VR	.1 (or ½ day) per week
Stephanie Blake	Seneca SC Works Center, Wagner Peyser	5 days per week
Ryan Tolley	Seneca SC Works Center, Wagner Peyser	5 days per week
Desiree Goldsmith	Seneca SC Works Center, WIOA	5 days per week
Allison Cawley	Seneca SC Works Center, VR	.2 (or 1 day) per week

Agreement Period as of this Addendum

Beginning Date: 7/1/2024

Ending Date: 6/30/2025

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

Approved for Local Area:

Staff Name: Steve Pelissier
 Title: SCACOG, Executive Director

Signature Date

Approved for Partner:

Staff Name:
 Title:

Signature Date

Approved for Partner:

Staff Name:
 Title:

Signature Date

Approved for Partner:

Staff Name:
 Title:

Signature Date

SNAP - TBD	Clemson SC Works Center, DSS SNAP	5 days per week
TANF - Ashley Clayton	Clemson SC Works Center, DSS TANF	5 days per week
TANF - Melinda Searles	Clemson SC Works Center, DSS TANF	4 days per week
TANF - Doug Lancaster	Clemson SC Works Center, DSS TANF	4 days per week
VR - Chris Taylor	Clemson SC Works Center, VR	.5 days per week
AE - Lori Wood	Clemson SC Works Center, Adult Ed	.2 (or 1 day) per week
Tina Barnes	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
Vicky Sexton	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
Cathy Stanton	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
VR - Chris Taylor	Easley SC Works Center, VR	.1 (or ½ day) per week
Stephanie Blake	Seneca SC Works Center, Wagner Peyser	5 days per week
Desiree Goldsmith	Seneca SC Works Center, WIOA	5 days per week
Allison Cawley	Seneca SC Works Center, VR	.2 (or 1 day) per week

Agreement Period as of this Addendum

Beginning Date: 7/1/2024

Ending Date: 6/30/2025

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Approved for Local Area:

Staff Name: Steve Pelissier
 Title: SCACOG, Executive Director

Signature Date

Approved for Partner:

Staff Name:
 Title:

Signature Date

Approved for Partner:

Staff Name:
 Title:

Signature Date

Approved for Partner:

Staff Name:
 Title:

Signature Date

SNAP - TBD	Clemson SC Works Center, DSS SNAP	5 days per week
TANF - Ashley Clayton	Clemson SC Works Center, DSS TANF	5 days per week
TANF - Melinda Searles	Clemson SC Works Center, DSS TANF	4 days per week
TANF - Doug Lancaster	Clemson SC Works Center, DSS TANF	4 days per week
VR - Chris Taylor	Clemson SC Works Center, VR	.5 days per week
AE - Lori Wood	Clemson SC Works Center, Adult Ed	.2 (or 1 day) per week
Tina Barnes	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
Vicky Sexton	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
Cathy Stanton	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
VR - Chris Taylor	Easley SC Works Center, VR	.1 (or ½ day) per week
Stephanie Blake	Seneca SC Works Center, Wagner Peyser	5 days per week
Desiree Goldsmith	Seneca SC Works Center, WIOA	5 days per week
Allison Cawley	Seneca SC Works Center, VR	.2 (or 1 day) per week

Agreement Period as of this Addendum

Beginning Date: 7/1/2024

Ending Date: 6/30/2025

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

Approved for Local Area:

Staff Name: Steve Pelissier
 Title: SCACOG, Executive Director

Signature _____ Date _____

Approved for Partner:

Staff Name: _____
 Title: _____

Signature _____ Date _____

Approved for Partner:

Staff Name: Tiffany Foster
 Title: Goodwill Industries, Director of Community Development

Signature  Date 5/30/24

Approved for Partner:

Staff Name: _____
 Title: _____

Signature _____ Date _____

SNAP - TBD	Clemson SC Works Center, DSS SNAP	5 days per week
TANF - Ashley Clayton	Clemson SC Works Center, DSS TANF	5 days per week
TANF - Melinda Searles	Clemson SC Works Center, DSS TANF	4 days per week
TANF - Doug Lancaster	Clemson SC Works Center, DSS TANF	4 days per week
VR - Chris Taylor	Clemson SC Works Center, VR	.5 days per week
AE - Lori Wood	Clemson SC Works Center, Adult Ed	.2 (or 1 day) per week
Tina Barnes	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
Vicky Sexton	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
Cathy Stanton	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
VR - Chris Taylor	Easley SC Works Center, VR	.1 (or ½ day) per week
Stephanie Blake	Seneca SC Works Center, Wagner Peyser	5 days per week
Desiree Goldsmith	Seneca SC Works Center, WIOA	5 days per week
Allison Cawley	Seneca SC Works Center, VR	.2 (or 1 day) per week

Agreement Period as of this Addendum

Beginning Date: 7/1/2024

Ending Date: 6/30/2025

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

Approved for Local Area:

Staff Name: Steve Pelissier

Title: SCACOG, Executive Director

Signature _____

Date _____

Approved for Partner:

Staff Name: _____

Title: _____

Signature _____

Date _____

Approved for Partner:

Staff Name: Kelly Sieling

Title: Fields Operation Manager

Signature 

Date 6/11/24

Approved for Partner:

Staff Name: _____

Title: _____

Signature _____

Date _____

SNAP - TBD	Clemson SC Works Center, DSS SNAP	5 days per week
TANF - Ashley Clayton	Clemson SC Works Center, DSS TANF	5 days per week
TANF - Melinda Searles	Clemson SC Works Center, DSS TANF	4 days per week
TANF - Doug Lancaster	Clemson SC Works Center, DSS TANF	4 days per week
VR - Chris Taylor	Clemson SC Works Center, VR	.5 days per week
AE - Lori Wood	Clemson SC Works Center, Adult Ed	.2 (or 1 day) per week
Tina Barnes	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
Vicky Sexton	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
Cathy Stanton	Easley SC Works Center, Wagner Peyser	.4 (or 2 days) per week
VR - Chris Taylor	Easley SC Works Center, VR	.1 (or ½ day) per week
Stephanie Blake	Seneca SC Works Center, Wagner Peyser	5 days per week
Desiree Goldsmith	Seneca SC Works Center, WIOA	5 days per week
Allison Cawley	Seneca SC Works Center, VR	.2 (or 1 day) per week

Agreement Period as of this Addendum

Beginning Date: 7/1/2024

Ending Date: 6/30/2025

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

Approved for Local Area:

Staff Name: Steve Pelissier
 Title: SCACOG, Executive Director

Signature

Date

Approved for Partner:

Staff Name: Tammy James
 Title: Division Director, SC Department of Social Services

Signature

Date

Approved for Partner:

Staff Name:
 Title:

Signature

Date

Approved for Partner:

Staff Name:
 Title:

Signature

Date

Tammy James
 Digitally signed by Tammy James
 Date: 2024.05.20 08:45:51 -0400

Supplies:

Description	Units	Total	E	S	A	C	Total	Include
Water Cooler	1	\$ 333.84	-	-	333.84	-	333.84	NO
Clorox wipes (16 packs)	16	\$ 150.48	18.81	28.22	47.03	56.43	150.48	NO
Disinfectant spray (Clorox 12 cans/box)	1	\$ 104.85	17.47	17.47	34.95	34.95	104.85	NO
Hand Sanitizer (6 bottles)	6	\$ 35.89	5.98	5.98	11.96	11.96	35.89	NO
Boxes Kleenex (12 box/pack, 125 tissues/box)	1	\$ 33.16	5.53	5.53	11.05	11.05	33.16	NO
De-icing Salt (50lb bag)	1	\$ 10.67	-	-	-	10.67	10.67	NO
2 pack glade air freshner	3	\$ 27.57	-	-	-	27.57	27.57	NO
Brita filter (6 pack)	1	\$ 28.61	-	-	-	28.61	28.61	NO
35 count bottle water	2	\$ 14.94	-	-	-	14.94	14.94	NO
* Optiplex desktops (Resource Room)	5	\$ 4,333.45	-	866.69	1,733.38	1,733.38	4,333.45	NO

One-time

Description	Units	Total	E	S	A	C	Total	Include
Electrical Ballast - One Time Cost						3,210		
Resource Room/Staff Bathroom/Kitchen (5)					1,605.00			NO
DEW (3)					963.00			NO
DSS (1)					321.00			NO
SCCB (1)					321.00			NO

Cost

All Nos will be removed from cost sharing that item.

Mark Yes/No

Agency Name:

Goodwill Industries of Upstate Midlands SC

Partner Signature:



Date:

5/30/24

CONFIDENTIALITY AGREEMENT

BETWEEN

THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

AND

WORKLINK WORKFORCE DEVELOPMENT AREA

This Confidentiality Agreement is entered into as of July 1, 2020, by and between the South Carolina Department of Employment and Workforce (DEW) and the WorkLink Workforce Development Area (“LWDA”).

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

ARTICLE I

DURATION OF AGREEMENT

This Agreement shall take effect upon the signatures of both parties and shall terminate at the end of the third program year, June 30, 2023. This agreement may be renewed as permitted by federal and state law. The confidentiality requirements of this Agreement shall survive the term of this Agreement.

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

ARTICLE II

APPLICABLE CONFIDENTIALITY LAWS AND REGULATIONS

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

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

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

ARTICLE III

DEFINITIONS

1. CONFIDENTIAL INFORMATION

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

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

2. PERSONALLY IDENTIFIABLE INFORMATION

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

ARTICLE IV

INFORMATION DISCLOSED PURSUANT TO THIS AGREEMENT

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

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

DEW Workforce Information Portal ("Portal").

ARTICLE V

PURPOSES FOR REQUESTING INFORMATION

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

ARTICLE VI

REQUIRED SAFEGUARDS

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

The individual recipient of any confidential information is required to:

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

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

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

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

ARTICLE VII

REDISCLASURE OF CONFIDENTIAL UC INFORMATION

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

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

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

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

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

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

ARTICLE VIII

METHODS AND TIMING OF REQUESTS FOR INFORMATION

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

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

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

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

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

ARTICLE IX

COSTS FOR FURNISHING INFORMATION

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

ARTICLE X

ON-SITE INSPECTIONS

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

ARTICLE XI

BREACH, ENFORCEMENT, TERMINATION AND MODIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

South Carolina Department of
Employment and Workforce

WorkLink LWDA

Executive Director

(Signatory Official)

Date

Date

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

REGARDING

CONFIDENTIAL INFORMATION FROM DEW

ORGANIZATION NAME _____

EXECUTIVE SIGNATURE _____
(Signatory Official)

EMPLOYEE NAME _____

EMPLOYEE POSITION _____

DATE _____

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

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

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

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

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

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

User

Signature _____

Date _____

To reduce the number of pages in this document, the following Terms and Conditions applies to all Grant awards and modifications seen in this document.

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

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3.0

STATEMENT OF PURPOSE

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

3.1

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2 LEGAL AUTHORITY

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

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

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

3.2.1 Business Licensing/Taxation/Insurance Requirements

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

3.3 AWARDING ENTITY

3.3.1 Oversight Responsibilities

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

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

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

3.3.2 Funding Obligations

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

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

3.4 RECIPIENTS/SUBRECIPIENTS/SUBGRANTEES

3.4.1 Assurances of Compliance

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

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

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

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

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

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

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

3.4.2 Time of Performance

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

3.4.3 Satisfactory Performance

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

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

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

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

3.5

RECIPIENT/SUBRECIPIENT/SUBGRANTEE FINANCIAL MANAGEMENT SYSTEM AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

3.5.1 Method of Payment

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

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

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

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

3.5.2 Repayment and Adjustments in Payments

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

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

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

3.5.3 Closeouts

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

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

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

3.5.4 Cash Depositories

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

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

3.5.5 Program Income

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

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

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

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

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

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

3.5.6 Indirect Costs

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

3.5.7 Bonding Requirements for Advance Payments

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

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

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

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

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

3.5.8 Legal Fees

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

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

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

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

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

3.5.9 Assignment of Interest

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

3.5.10 Meetings, Conferences and Travel Payments

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

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

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

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

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

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

3.5.11 Prevention of Fraud and Abuse

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

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

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

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

3.6 PARTICIPANT DATA SYSTEM

3.6.1 Participant Information

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

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

3.6.2 Recipient/Subrecipient/Subgrantee Responsibilities

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

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

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

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

3.7 PARTICIPANT PAYMENTS, BENEFITS AND WORKING CONDITIONS

3.7.1 Payments to Participants

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

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

3.7.2 Benefits and Working Conditions

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

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

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

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

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

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

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

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

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

3.7.3 Supportive Services

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

3.7.4 Retirement Programs

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

3.7.5 Child Labor

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

3.8 REQUIREMENTS FOR RECORDS

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

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

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

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

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

3.8.1 Substitution of Microfilm

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

3.8.2 Right of Access to Records

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

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

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

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

3.8.3 Fees

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

3.9 PROCUREMENT

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

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

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

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

3.9.1 **Methods of Procurement**

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

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

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

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

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

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

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

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

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

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

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

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

- *The recipient/subrecipient/subgrantee shall determine that the item or service is authorized by the budget, funds are available for purchase, and the WorkLink WDB point of contact approves the requested purchase or sub-award.*
- *The recipient/subrecipient/subgrantee shall prepare request for bids and specifications or request for proposals, list the potential vendors, and prepare proposed newspaper and other legal advertisement. The advertisements should include:*
 - *Brief scope of services;*
 - *Name and telephone of the person to contact for a copy of the RFP or bid specifications;*
 - *Deadline for submitting proposal or bids; and*
 - *Statement that the WIOA program does not discriminate.*
- *The recipient/subrecipient/subgrantee shall send out the RFP or bid to the list of vendors and advertise at a minimum in Anderson, Greenville, and Spartanburge Counties. A minimum of ten (10) calendar days must be allowed for submission of proposals or bids.*
- *The recipient/subrecipient/subgrantee shall hold a 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.

To reduce the number of pages in this document, the following Terms and Conditions applies to all Grant awards and modifications seen in this document.

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
(Authorized Under Public Law 113-228)

GRANT SIGNATURE SHEET

Funded Under: WIOA Title I Adult & DW Grant #: 24A295E2 & 24D295E2

Administrative Entity	Contractor Name and Address
SC Appalachian Council of Governments PO Box 6668 30 Century Circle Greenville, SC 29606 (864) 242-9733	Eckerd Youth Alternatives, Inc. 100 Starcrest Dr Clearwater, FL 33756 (727) 461-1236

The SC Appalachian Council of Governments, hereinafter called the Awarding Agency, having entered into an Agreement with the Workforce Development Board (WDB) in the State of South Carolina to administer funds received pursuant to the Workforce Innovation & Opportunity Act of 2014, desires to engage the Grantee, identified above, to implement part of this program. The Grant consists of this Signature Sheet-Part I, Program Work Statement and Budget-Part II, and Terms and Conditions-Part III.

- A. Type of Contract – Cost Reimbursement Fixed Price
- B. Contract Period – This Agreement covers the period from 07/01/2024 to 6/30/2025
- C. Obligations – In consideration of the foregoing, the Awarding Agency agrees to pay the Contractor allowable costs incurred in the performance of the functions herein outlined, in an amount up to but not to exceed \$425,972 from Federal funds received.
**See the attached Letter of Intent (6/24/2024) and Letter of Intent Mod 1 (7/30/24). This Grant Award reflects modification 1 budgets approved by Executive Committee 7/24/24 and ratified by WorkLink WDB on 9/4/24.*
- D. Number of participants to be served (where applicable) **247 total**
- E. Activity Designation – Adult/DW WIOA Program

GRANT AMOUNT BY CATEGORY

Administration	Program	Total
\$0	\$425,972	\$425,972

Approved for the Administrative Entity

Name Steven R. Pelissier
Title Executive Director

 11/19/24
Signature Date

 11/19/24
Witness Date

Approved for the Contractor

Name Mr. Randall Luecke
Title Chief Financial Officer

 12-9-24
Signature Date

 12/9/24
Witness Date

***Note: No signature or date stamps will be accepted**

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AND JOB SEEKERS TOGETHER
WORKLINK
ANDERSON-OCONEE-PICKENS

June 24, 2024

Mr. Randall Luecke
Chief of Program Services – Eastern Region
Eckerd Workforce Services
100 N. Starcrest Drive
Clearwater, FL 33765

Re: PY2024 Grant Awards for WIOA Operator and Ad/DW Program Services

Dear Mr. Luecke:

The WorkLink Workforce Development Board (WDB) voted to award our grants for WIOA Operator and Adult/Dislocated Worker program services (authorized under Title 1-B of the Workforce Innovation and Opportunity Act of 2014) to Eckerd Workforce Services on February 7, 2024, and approved the provisional budgets proposed by Eckerd on May 29, 2024.

Please allow this letter to serve for the following reasons:

1. To confirm that WorkLink WDB intends to award grant numbers 24A295E2 & 24D295E2 for PY2024 (July 1, 2024 to June 30, 2025) in the total amount of **\$290,972**.
2. To confirm that WorkLink WDB intends to award grant numbers 24A995E2 & 24D995E2 for PY2024 (July 1, 2024 to June 30, 2025) in the total amount of **\$159,029**.
3. To confirm authorization for Eckerd Workforce Services to incur generally accepted program costs against the above cited grants and associated budgets not to exceed:
 - **\$163,669 in Adult funds; and**
 - **\$50,000 in Dislocated Worker funds.**until the fully executed grant awards are completed.

Eckerd Workforce Services should adhere to the budgeted line items approved by the WorkLink WDB on May 29, 2024. (Approved PY2024 OneStop Operator and Adult/DW Program budgets have been attached to this letter for reference.)

WorkLink WDB receives only a small portion of their WIOA Adult/DW funding for the first quarter of the new year. Therefore, **it is very important that the service provider understands the following:**

- Expenditures occurring between July 1, 2024 and September 30, 2024 may not be paid with funds received on or after October 1, 2024.
- The total amounts listed in number three of this letter **MUST** be adhered to.
- WorkLink WDB will not reimburse the service provider for any costs over the funding limits set forth in number three until such time as this letter is modified or a grant award is executed.
- This letter confirms the funding WorkLink WDB has available for reimbursement to the service provider until the full NFA is available in October.
- The service provider should not make any large purchases during the period of July 1, 2024 to September 30, 2024 due to the limited amount of funding available.

Please notify us immediately if projected costs reach 90% or greater of the totals listed above in number three.

4. To confirm that WorkLink Workforce Development Board intends to award the remaining grant amount upon receipt of the final PY2024 Notice of Funds Authorized (NFA) for Adult and Dislocated Worker.
- If an unforeseen reduction occurs in the NFA due to DOL or DEW recalculation of awards, Eckerd Workforce Services may see a reduction as well.
 - WorkLink WDB anticipates receiving the final PY2023 NFA October 1; however, historically WorkLink WDB has seen delays in the receipt of NFAs.
 - Eckerd Workforce Services should monitor expenditures closely until Grant Awards can be finalized.

Funding amounts outlined above should be considered obligated to Eckerd Workforce Development Services as of the issuance date of this letter, June 24, 2024.

The WorkLink Workforce Development Board appreciates your interest in providing services in the WorkLink Workforce Development Area, and we look forward to working with your organization in the immediate future.

If you have questions or need assistance, please call Jennifer Kelly at 864-646-5898.

Sincerely,



Steven R. Pelissier, Executive Director
SC Appalachian Council of Governments

CC: Jennifer Kelly, WorkLink Executive Director
Mike Wallace, WorkLink WDB Chair

Attachments:

- Board Approved PY2024 Provisional Adult/DW Program Services Budget
- Board Approved PY2024 Provisional WIOA Operator Budget
- Statement of Work PY2024 WIOA AD/DW Program Services
- Statement of Work PY2024 WIOA Operator
- WIOA Terms and Conditions
- WIOA Terms and Conditions Local Addendum

Acknowledgement of Receipt:



6/28/24

Mr. Randall Luecke
Chief Financial Officer
Eckerd Workforce Services
Nicole Stroebel
Controller

Date

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1376 Tilger Blvd Suite 102 Clemson SC 29631 P. 864.646.1515 F. 864.646.2814 Relay Service Dial 711 (TTY)

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ANDERSON·O'CONNOR·PICKENS

July 30, 2024

Mr. Randall Luecke
Chief of Program Services – Eastern Region
Eckerd Workforce Services
100 N. Starcrest Drive
Clearwater, FL 33765

Re: PY2024 Grant Awards for WIOA Operator and Ad/DW Program Services – Modification 1

Dear Mr. Luecke:

The WorkLink Workforce Development Board (WDB) voted to award our grants for WIOA Operator and Adult/Dislocated Worker program services (authorized under Title 1-B of the Workforce Innovation and Opportunity Act of 2014) to Eckerd Workforce Services on February 7, 2024, and approved the provisional budgets proposed by Eckerd on May 29, 2024. **The Executive Committee of the Board voted on Budget Modifications on July 24, 2024.**

Please allow this letter to serve for the following reasons:

1. To confirm that WorkLink WDB intends to award grant numbers 24A295E2 & 24D295E2 for PY2024 (July 1, 2024 to June 30, 2025) in the total amount of **\$425,972**.
2. To confirm that WorkLink WDB intends to award grant numbers 24A995E2 & 24D995E2 for PY2024 (July 1, 2024 to June 30, 2025) in the total amount of **\$159,029**.
3. To confirm authorization for Eckerd Workforce Services to incur generally accepted program costs against the above cited grants and associated budgets not to exceed:
 - **\$163,669 in Adult funds; and**
 - **\$50,000 in Dislocated Worker funds.**until the fully executed grant awards are completed.

Eckerd Workforce Services should adhere to the budgeted line items approved by the Executive Committee of the WorkLink WDB on July 24, 2024. (Approved Mod 1 PY2024 OneStop Operator and Adult/DW Program budgets have been attached to this letter for reference.)

WorkLink WDB receives only a small portion of their WIOA Adult/DW funding for the first quarter of the new year. Therefore, **it is very important that the service provider understands the following:**

- Expenditures occurring between July 1, 2024 and September 30, 2024 may not be paid with funds received on or after October 1, 2024.
- The total amounts listed in number three of this letter **MUST** be adhered to.
- WorkLink WDB will not reimburse the service provider for any costs over the funding limits set forth in number three until such time as this letter is modified or a grant award is executed.
- This letter confirms the funding WorkLink WDB has available for reimbursement to the service provider until the full NFA is available in October.

- The service provider should not make any large purchases during the period of July 1, 2024 to September 30, 2024 due to the limited amount of funding available.
Please notify us immediately if projected costs reach 90% or greater of the totals listed above in number three.

4. To confirm that WorkLink Workforce Development Board intends to award the remaining grant amount upon receipt of the final PY2024 Notice of Funds Authorized (NFA) for Adult and Dislocated Worker.
 - If an unforeseen reduction occurs in the NFA due to DOL or DEW recalculation of awards, Eckerd Workforce Services may see a reduction as well.
 - WorkLink WDB anticipates receiving the final PY2023 NFA October 1; however, historically WorkLink WDB has seen delays in the receipt of NFAs.
 - Eckerd Workforce Services should monitor expenditures closely until Grant Awards can be finalized.

Funding amounts outlined above should be considered obligated to Eckerd Workforce Development Services as of the issuance date of the original letter of intent, June 24, 2024.

The WorkLink Workforce Development Board appreciates your interest in providing services in the WorkLink Workforce Development Area, and we look forward to working with your organization in the immediate future.

If you have questions or need assistance, please call Jennifer Kelly at 864-646-5898.

Sincerely,



Steven R. Pelissier, Executive Director
SC Appalachian Council of Governments

CC: Jennifer Kelly, WorkLink Executive Director
Mike Wallace, WorkLink WDB Chair

Attachments:

- Board Approved PY2024 Provisional Adult/DW Program Services Budget (7.24.2024)

Acknowledgement of Receipt:



8-7-24

Mr. Randall Luecke
Chief Financial Officer
Eckerd Workforce Services

Date

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WORKFORCE INVESTMENT BOARD
 WorkLink Workforce Investment Area
GRANT BUDGET SUMMARY

Service Provider Eckerd Workforce Development

Contract #

24A295E2 & 24D295E2

Project/Activity SC Works Adult-DW Services

Funding Source WIOA Adult & DLW Formula Funds

Modification #

1

CATEGORIES	ADULT	DLW	Administration	Non-Administration	Total Budget Amount
STAFF COSTS (Salaries & Fringe Benefits)	\$ 223,812	\$ 33,195		\$ 257,007	\$ 257,007
OPERATING COSTS	\$ 9,822	\$ 1,490		\$ 11,313	\$ 11,313
TRAINING COSTS	\$ 76,000	\$ 1,455		\$ 77,455	\$ 77,455
SUPPORTIVE SERVICE COSTS	\$ 32,697	\$ 1,729		\$ 34,426	\$ 34,426
Training Fees/Professional Fees/Profit	\$ 6,057	\$ 754		\$ 6,811	\$ 6,811
Indirect Costs	\$ 33,939	\$ 5,022		\$ 38,961	\$ 38,961
Total Budget Costs	\$ 382,326	\$ 43,646	\$ -	\$ 425,972	\$ 425,972
Percentage of Budget	90%	10%		100%	
Cost Limitations			2% Maximum	At least 98%	100%

WORKFORCE INVESTMENT BOARD
 WorkLink Workforce Investment Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Eckerd Workforce Development Contract # 24A295E2 & 24D295E2 Modification # 1
 Project/ Activity SC Works Adult-DW Services Funding Source WIOA Adult & DLW Formula Funds

STAFF & INDIRECT COST - BUDGET SUMMARY

SALARIES, FRINGE BENEFITS, & INDIRECT COST			ADULT		DLW		ADMINISTRATION		NON-ADMINISTRATION	
Staff Salaries: Position Title	Salary Per Month	No. of Months	% of Time	TOTAL AMOUNT	%	Amount	%	Amount	%	Amount
TOTAL SALARIES				\$ 192,446.54		\$ 24,968.51		\$ 192,446.54		
FRINGE BENEFITS:										
FICA	\$ 192,446.54	X	7.65%	\$ 14,722.16	87.0%	\$ 12,812.07	13.0%	\$ 1,910.09	100%	\$ 14,722.16
Unemployment	\$ 192,446.54	X	0.69%	\$ 1,335.58	87.0%	\$ 1,162.30	13.0%	\$ 173.28	100%	\$ 1,335.58
Workers Compensation	\$ 192,446.54	X	0.05%	\$ 96.22	87.0%	\$ 83.74	13.0%	\$ 12.48	100%	\$ 96.22
Pension	\$ 192,446.54	X	1.50%	\$ 2,886.70	87.0%	\$ 2,512.17	13.0%	\$ 374.53	100%	\$ 2,886.70
Health Ins/Other Health Benefits	\$ 192,446.54	X	23.64%	\$ 45,519.56	87.4%	\$ 39,783.52	12.6%	\$ 5,736.04	100%	\$ 45,519.56
TOTAL FRINGE BENEFITS				\$ 64,560.22		\$ 56,333.79		\$ 8,226.42		\$ 64,560.22
INDIRECT COST: RATE	\$ 276,318.13	X	14.10%	\$ 38,960.86	87.1%	\$ 33,938.74	12.9%	\$ 5,022.11	100%	\$ 38,960.86
TOTAL COST				\$ 295,967.61	87.35%	\$ 257,750.56	12.65%	\$ 38,217.05	100%	\$ 295,967.61

Each position must be supported by a job description.
 A complete "Per Person" cost analysis must be completed and attached as an Exhibit.
 A current copy of your "Indirect Cost Rate" as approved by your Cognizant Agency and description of the costs covered must be attached to the budget as an Exhibit

WORKFORCE INVESTMENT BOARD
WorkLink Workforce Investment Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Eckerd Workforce Development Contract # 24A295E2 & 24D295E2
 Project/Activity SC Works Adult-DW Services Fund Source WIOA Adult & DLW Formula Funds Modification # 1

Categories & Line Items	Total Cost	ADULT	DLW	Non-Administration
OPERATING COSTS				
Facility Rent, Utilities, Maintenance, etc.	\$ -	\$ -	\$ -	\$ -
Staff Expendable Supplies & Materials	\$ 1,025	\$ 900.00	\$ 124.95	\$ 1,025
Software Licenses	\$ 3,805	\$ 3,280.00	\$ 515.00	\$ 3,805
Staff Computers	\$ 1,400	\$ 1,400.00	\$ -	\$ 1,400
Program Outreach Expenses (Brochures, Flyers, etc.)	\$ -	\$ -	\$ -	\$ -
Copy & Print Expenses	\$ 1,323	\$ 1,101.00	\$ 222.00	\$ 1,323
Communications (Phone, Fax, Internet, etc.)	\$ 960	\$ 816.00	\$ 144.00	\$ 960
Client Verifications	\$ 600	\$ 600.00	\$ -	\$ 600
Staff Travel				
Local Mileage cost	\$ 1,350	\$ 1,000.00	\$ 350.00	\$ 1,350
Non-Local Mileage cost	\$ -	\$ -	\$ -	\$ -
Non-Local Per Diem/Lodging Cost	\$ -	\$ -	\$ -	\$ -
Staff Training	\$ -	\$ -	\$ -	\$ -
Staff Background Checks	\$ 122	\$ 107.10	\$ 14.40	\$ 122
Non-Expendable Equipment Purchases (Computers, software, etc.)				
Non-Expendable Equipment Purchases (Computer Leases)	\$ -	\$ -	\$ -	\$ -
Wide Area Network (WAN) Equipment and Computer Software	\$ -	\$ -	\$ -	\$ -
Postage (Stamps, FedEx, etc.)	\$ 728	\$ 608.10	\$ 120.00	\$ 728
TOTAL OPERATING COSTS	\$ 11,313	\$ 9,822	\$ 1,490	\$ 11,313
TRAINING COSTS				
WI Customer Credential Exam Fees (C.N.A., GED, TABE, WorkKeys, etc.)	\$ 7,455	\$ 6,000.00	\$ 1,455.00	\$ 7,455
WI Customer Individualized Training Costs				
Individual Training Account/Voucher Cost	\$ 70,000	\$ 70,000	\$ -	\$ 70,000
WI Customer On-the-Job Training Costs				
Reimbursable Wages	\$ -	\$ -	\$ -	\$ -
TOTAL TRAINING COSTS	\$ 77,455	\$ 76,000	\$ 1,455	\$ 77,455
SUPPORTIVE SERVICES COSTS				
WI Customer Transportation Costs	\$ 11,500	\$ 11,500.00	\$ -	\$ 11,500
WI Customer Childcare Costs	\$ -	\$ -	\$ -	\$ -
Training Support Materials (Uniforms, Drug Screens, Background Checks, etc.)	\$ 22,926	\$ 21,197.02	\$ 1,729.09	\$ 22,926
WI Customer Emergency Assistance (Rent, Car Repair, etc.)	\$ -	\$ -	\$ -	\$ -
TOTAL SUPPORTIVE SERVICES COSTS	\$ 34,426	\$ 32,697	\$ 1,729	\$ 34,426
TRAINING/PROFESSIONAL FEES/PROFIT				
Profit (Professional Fee - 5%) Can be tied to Performance	\$ -	\$ -	\$ -	\$ -
General Liability Insurance	\$ 6,811	\$ 6,056.51	\$ 754.32	\$ 6,811
TOTAL FEES / PROFIT COSTS	\$ 6,811	\$ 6,057	\$ 754	\$ 6,811

* A Complete cost and price analysis of Actual/Projected cost must be attached to the budget as an Exhibit

WORKFORCE INVESTMENT BOARD
WorkLink Workforce Investment Area
PARTICIPANT FLOW BASIS & PROJECTIONS

Service Provider	Eckerd Workforce Development
Contract #	24A295E2 & 24D295E2
Project Activity	SC Works Adult-DW Services
Fund Source	WIOA Adult & DLW Formula Funds
	PY24 Mod # 1

PY23 Actuals Basis

	Adult + IET	Dislocated Worker	Total
PY23 Actual Budget Expenditure	\$ 595,533.16	\$ 69,496.55	\$ 665,029.71
PY23 Non-WIOA Training Funds	\$ 76,012.95	\$ 13,414.05	\$ 89,427.00
PY23 Total Program Expenditure	\$ 671,546.11	\$ 82,910.60	\$ 754,456.71
PY23 New Enrollments	102	12	114
PY22 Carryovers to PY23	71	16	87
PY23 Active Follow-up	84	14	98
PY23 Total Served	257	42	299
PY23 Cost per Participant	\$ 2,613.02	\$ 1,974.06	\$ 2,523.27
PY24 Contract Totals (93% of Contract)	\$ 355,563.18	\$ 40,590.61	\$ 396,153.79
PY24 IET	\$ 101,213.00	\$ -	\$ 101,213.00
PY24 Non-WIOA Training Funds	\$ 112,500.00	\$ 12,500.00	\$ 125,000.00
PY24 Planned Program Expenditure	\$ 569,276.18	\$ 53,090.61	\$ 622,366.79
PY24 Contract Totals divided by PY23 Cost Per Participant equals PY24 Service Levels	218	27	247
	Clients Served		
Period	Adult	DW	Total
PY24 Active Follow-up as of 7/1/2024	84	10	94
PY24 Carryovers from PY23 as of 7/1/2024	91	15	106
PY24 New Enrollment Plan by Month	94	14	108
July-24	8	2	
August-24	9	2	
September-24	9	1	
October-24	8	1	
November-24	8	1	
December-24	6	1	
January-25	6	1	
February-25	8	1	
March-25	8	1	
April-25	8	1	
May-25	8	1	
June-25	8	1	
Formula Funds PY24 Total Served	269	39	308
		# of CC's	3
		Average per CC	103

Part II
Statement of Work

Eckerd Workforce Services
Workforce Development Services

As authorized under Subtitle I-B of the Workforce Innovation and Opportunity Act of 2014

Adult & Dislocated Worker Services
#24A295E2 & #24D295E2 & #23AIET295E1

Eckerd Workforce Services, hereinafter referred to as the Grantee, having entered into this Grant agreement with the SC Appalachian Council of Governments, hereinafter referred to as the Administrative Entity (AE) on behalf the WorkLink Workforce Development Board, shall provide services and perform functions and program activities outlined herein, pursuant to provisions and regulations of the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-128, July 22, 2014).

WORKLINK STAFF CONTACTS

The primary point of contact for this grant is:

Jennifer Campbell, Assistant Director

WorkLink WDB

jcampbell@worklinkweb.com

864-646-1458 (TTY 711)

Exceptions:

For all WIOA eligibility and (Non-AIFT) SCWOS specific questions (as it relates to entering information or changing information in the SCWOS database), EO and ADA specific questions and/or complaints, the contact will be Windy Graham, Performance and Reporting Specialist.

Budget Considerations:

1. Salary increases for any position affecting the budget associated with this grant must be approved by the WorkLink Board prior to implementation and billing against the grant.
2. No expense billed above 110% of the line item will be paid. No expense above 100% of the grant amount will be paid.

1.0.0 HISTORY AND PREFACE

- 1.0.1 The Workforce Innovation and Opportunity Act (WIOA), effective July 1, 2015 is the official federal employment and training program across the United States, and more specifically, the WorkLink Workforce Development Board (WDB). WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market, and to match employers with the skilled workers they need to compete in the global economy. It is the responsibility of the WorkLink Grantee to become familiar with the requirements of the Act and the regulations for purposes of providing the activities and services described, in part, in this Grant.

1.0.2 *WIOA Guiding Principles (2021 US Code Title 29 – Labor Chapter 32 - Workforce Innovation and Opportunity Sec. 3101 – Purposes)*

The Workforce Innovation and Opportunity Act (WIOA) is based on several guiding principles to be adopted by state and local workforce development systems:

- (1) Increase access to education, training, and employment—particularly for people with barriers to employment.
- (2) Create comprehensive, high-quality workforce development system by aligning workforce investment, education, and economic development.
- (3) Improve the quality and labor market relevance of workforce investment, education, and economic development efforts.
- (4) Promote improvement in the structure of and delivery of services.
- (5) Increase the prosperity of workers and employers.
- (6) Improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the nation.

1.0.3 The Workforce Innovation and Opportunity Act of 2014 (WIOA), which supersedes the Workforce Investment Act of 1998 (WIA), presents an extraordinary opportunity to improve job and career options for our nation’s workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. It supports the development of strong, vibrant regional economies where businesses thrive and people want to live and work.

This revitalized workforce system will be characterized by three critical hallmarks of excellence: (see TEGL 19-14)

- a. **The Needs of Businesses and Workers Drive Workforce Solutions:** Businesses inform and guide the workforce system and access skilled talent as they shape regional workforce investments and build a pipeline of skilled workers. This engagement includes leadership in the workforce system and active participation in the development and provision of education and training, work-based learning, career pathways, and industry sector partnerships. Jobseekers and workers, including those individuals with barriers to employment, such as individuals with disabilities, as defined by WIOA, have the information and guidance to make informed decisions about training and careers, as well as access to the education, training and support services they need to compete in current and future labor markets.
- b. **One-Stop Centers** (American Job Centers or AJCs, in South Carolina “SC Works Centers”) **Provide Excellent Customer Service to Jobseekers, Workers and Employers and Focus on Continuous Improvement:** One-Stop Centers and partners provide jobseekers, including individuals with barriers to employment, such as individuals with disabilities, with the skills and credentials necessary to secure and advance in employment with family-sustaining wages. Additionally, AJCs enable employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce. Further, rigorous evaluations support continuous improvement of AJCs by identifying which strategies work better for different populations; states, local areas, and training providers remain accountable for

performance; high-quality, integrated data informs policy maker, employer and jobseeker decision making; and training providers are accountable for performance using the data and evidence.

- c. **The Workforce System Supports Strong Regional Economies:** Meeting workforce needs is critical to economic growth. State and local workforce development boards—in partnership with workforce, economic development, education, and social service organizations at the state, regional and local levels—align education and training investments to regional civic and economic growth strategies, ensuring that all jobseekers and businesses can access pathways to prosperity.

1.0.4 *Sector Partnerships*

WIOA highlights sector partnerships as a key strategy for meeting the needs of employers, workers, and jobseekers. A sector partnership organizes multiple employers and key stakeholders in an industry cluster into a working group that focuses on the shared goals and human resources needs of the industry cluster.

Under WIOA, state plans must describe how employers will be engaged—including through sector partnerships. Local workforce boards must use adult and dislocated worker funds to “develop, convene, or implement” sector partnerships.

1.0.5 *Career Pathways*

Under WIOA, the WorkLink WDB in coordination with service providers and partners will continue to lead efforts in the area to develop and implement career pathways by aligning the employment, training, education and supportive services that are needed by adults and dislocated workers to gain employment. Initiatives will be developed to identify employment needs of employers within identified sectors and occupations. Efforts will include enhancing communication, coordination, and collaboration among employers, educational partners, economic development entities, and service providers to develop and implement strategies for meeting the employment and skill needs of workers and employers.

WIOA Sec. 3 (7) (8) (TEGL 19-16 Attachment III) describes Career Pathway – The term “career pathway” means a combination of rigorous and high-quality education, training, and other services that:

- a. Aligns with skill needs of industries in the economy of the state or regional economy involved;
- b. Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, Chapter 663; 29 U.S.C. 60 ET SEQ.) (Referred to individually in this act as an “apprenticeship”, except in Section 171);
- c. Includes counseling to support an individual in achieving the individual’s education and career goals;
- d. Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- e. Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- f. Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
- g. Helps an individual enter or advance within a specific occupation or occupational cluster.

1.0.6 WIOA has three funding streams serving the following three distinct participant populations:

- Adults
- Dislocated Workers
- Youth

1.0.7 While there are some similarities among funding streams, it is important to understand the differences. The WIOA law and regulations clearly define and set specific parameters for the three participant populations, which have different eligibility criteria, services, and performance measures.

1.0.8 The grantee should be aware of WIOA laws, rules, and regulations. The grantee can review guiding employment and training system guidance and changes at www.doleta.gov/wioa. (<https://www.dol.gov/agencies/eta/advisories>) To stay relevant with changes of employers and jobseekers the grantee must be willing to invent and implement new practices and processes, then evaluate and modify them as needed to best serve customers and to comply with new regulations and/or changes to available funds creatively and quickly.

2.0.0 **OVERVIEW OF LOCAL WORKFORCE SYSTEM**

2.0.1 The one stop delivery system brings together a series of partner programs and entities responsible for workforce development, educational, and other human resource programs to collaborate in the creation of a seamless customer-focused service delivery network that enhances access to the programs' services. Partners, programs, and providers will collocate, coordinate, and integrate activities so that individuals seeking assistance will have access to information and services that lead to positive employment outcomes for individuals seeking services.

2.0.2 Across the system, continuous improvement is supported through evaluation, accountability, identification of best practices, and data-driven decision-making.

2.0.3 The system is broader than the SC Works Centers in a given area. The system brings together partners and programs to provide universal access to career and training services in a seamless fashion. The goal is to increase system access for all customers. Not all system programs will be universal; that is, all programs will not be able to serve all people. However, all people can be served somewhere in the system. The system is about defining "common turf" across programs and integrating career and training services provided by partners into the SC Works Centers. No individual program is required to cede its "unique" turf or to violate its governing statute. The law defines the responsibilities for being a partner. They are as follows:

(a) Provide access to its programs or activities through the one-stop delivery system, in addition to any other appropriate locations; (WIOA sec. 121(b)(1)(A)(i).)

(b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with Federal cost principles in 2 CFR parts 200 and 2900 (requiring, among other things, that costs are allowable, reasonable, necessary, and allocable), to:

(1) Provide applicable career services; and
(2) Work collaboratively with the State and Local Boards to establish and maintain the one-stop delivery system. This includes jointly funding the one-stop infrastructure through partner contributions that are based upon:

- (i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to the relative benefits;
- (ii) Federal cost principles; and
- (iii) Any local administrative cost requirements in the Federal law authorizing the partner's program. (This is further described in § 678.700). (WIOA sec. 121(b)(1)(A)(ii).)

(c) Enter into an MOU with the Local Board relating to the operation of the one-stop system that meets the requirements of § 678.500(d);

(d) Participate in the operation of the one-stop system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements; (WIOA sec. 121(b)(1)(A)(iv)); and

(e) Provide representation on the State and Local Workforce Development Boards as required and participate in Board committees as needed. (WIOA secs. 101(b)(iii) and 107(b)(2)(C) and (D))

2.0.4 The WorkLink Workforce Development Board has a five-year strategic plan for the system to deliver workforce development services to job seekers and employers.

2.0.5 The WorkLink Workforce Development Board has one established Comprehensive SC Works Center, three (3) satellite offices, and various access points across the region.

2.1.0 **Vision Statement:**

2.1.1 To have a fully employed, skilled workforce.

2.1.2 WorkLink's SC Works Centers will help all area job seekers and employers. The Grantee will use technology to provide information and basic job seeking/career planning assistance to the public in a cost-effective manner. Participants will be encouraged to help themselves, but staff will be available to answer questions. SC Works Centers will provide Orientations to the SC Works System and short soft skills workshops to the general public.

2.1.3 Adults (those 18 and older) and Dislocated Workers who cannot find a suitable job may wish to participate in career counseling sessions in a one-on-one atmosphere. Enhanced, individualized career services offered by SC Works Center partners will be available to those that qualify. These career counseling services will assist those that have barriers to getting and keeping a job. Workshops, job clubs, short-term skills upgrading, GED preparation, and work experience assignments may be part of the individualized career services offered through the Centers.

2.1.4 Those who still cannot find a job, or who are not yet economically self-sufficient and meet eligibility criteria, may receive Training Services if the participant needs remedial and/or occupational skills in order to obtain employment. Under WIOA, priority of service is permanently in effect. Therefore, the following individuals will be served: those that are basic skills deficient, low-income, or public assistance recipients,

as well as other locally and State defined priority populations. Eligibility Determination is completed prior to participants receiving any staff-assisted services. The Workforce Development Board has defined self-sufficiency as "household income 150% above the Lower Living Standard Income Level." Individuals who have been assessed in need of training and meet the eligibility/priority of service guidelines will be issued an Individual Training Account (ITA). All efforts for training and placement of participants should be made to with the self-sufficiency guidelines in mind. Participants make informed decisions after reviewing local Labor Market Information (LMI) and the Eligible Training Provider List (ETPL).

2.1.5 The purpose of the adult programs is to prepare people for the workplace. Programs will be evaluated based on performance measures negotiated with the State and with DOL. Adults and Dislocated Workers performance measures are entered employment, employment retention, median earnings, in-program skills gains, and credential attainment. Youth performance will include placement in employment or education, median earnings, attainment of a degree or certificate, and in-program skills gains. Customer Satisfaction Surveys will be issued as part of the SC Works Certification Standards set forth by the State. Individuals and employers will be surveyed, and programs will be evaluated based on participant satisfaction measures.

2.1.6 Another key element of WorkLink's operational plan is a strategy for serving employers. WIOA and Wagner-Peyser staff share an integrated job matching system called the SC Works Online System (SCWOS). SC Works partners will utilize job listings and will encourage their customers to register for work in SCWOS. The workforce system will develop outreach materials to encourage employers to list jobs through the SC Works Centers (<https://jobs.scworks.org>). Efforts to contact and market workforce development programs to employers will be coordinated with WorkLink Staff. Employer performance measures are forthcoming from DOL.

2.2.0 **Adults and Dislocated Workers**

2.2.1 WIOA provides the following three-tiered participant service levels to Adults and Dislocated Workers:

1. **Career Services** include referrals to partner programs, initial assessments, and labor exchange services. In addition, services such as career counseling and the development of an individual employment plan, must be made available if appropriate for an individual to obtain or retain employment. These services are categorized as "Individualized Career Services." Appropriate follow-up services must be made available to a participant placed in unsubsidized employment for a minimum of 12 months following the participant's first date of employment. Follow-up services can be useful for participants in order to maintain employment. One-stop staff can provide workplace information and tips for success in a workplace environment. Additionally, follow-up services provide a continuing link between the participant and workforce system; these services allow the one-stop to assist with other services the participant may need once he or she obtains employment. Examples may include assistance with employer benefits, health insurance, and financial literacy and budgeting assistance.

2. Training services are provided to equip individuals to enter the workforce and retain employment. Training services may include, for example, occupational skills training, OJT, registered apprenticeship which incorporates both OJT and classroom training, incumbent worker training, pre-apprenticeship training, workplace training with related instruction, training programs operated by the private sector, skill upgrading and retraining, entrepreneurial training, and transitional jobs. Training services are available for individuals who, after interview, evaluation or assessment, and case management are determined to be unlikely or unable to obtain or retain employment that leads to self-sufficiency or higher wages from previous employment through career services alone. The participant must be determined to be in need of training services and to possess the skills and qualifications to successfully participate in the selected program. Some participants may need additional services to assist their vocational training, such as job readiness training, literacy activities including English language training, and customized training. Training Services pays job-training costs associated with WIOA-approved training programs. WIOA funds should be coordinated with other resources, such as Trade Adjustment Assistance (TAA), federal Pell Grants and partner funds. All WIOA and TAA participants approved to enter training must meet the Six Criteria of Training as outlined in the Trade Adjustment Act.

2.3.0 Youth

2.3.1 WIOA provides year-round employment and training services for youth ages 14-24. Youth establish educational and career goals and work toward them via WIOA-funded activities.

2.4.0 TAA

2.4.1 Trade Adjustment Assistance (TAA) and Reemployment Trade Adjustment Assistance (RTAA) help trade-affected workers who have lost their jobs as a result of increased imports or shifts in production out of the United States. Certified individuals may be eligible to receive one or more program benefits and services depending on what is needed to return them to employment. The Employment and Training Administration (ETA) published a Final Rule implementing the Trade Adjustment Assistance Reauthorization Act of 2015 on August 21, 2020, (85 FR 51896). The TAA Final Rule is codified at 20 CFR Part 618 and became effective on September 21, 2020. Section 618.325 mandates co-enrollment between the TAA Program and WIOA DW program and strongly encourages co-enrollment in other programs to ensure coordinated services for trade-affected workers. WIOA will co-enroll referred TAA participants.

2.5.0 Co-Located Partners

2.5.1 Other Services are available in the Workforce Centers, such as Wagner-Peyser and Veteran Representatives. To the extent possible, services should be integrated into one intake system/process.

3.0.0 ACTIVITY DEFINITIONS

This section is included to help clarify duties in the statement of work but does not replace the definitions found in the Act or which have been further clarified in federal or state guidance.

3.0.1 **SC Works Operator**

3.0.2 It is the responsibility of each local Workforce Development Board (WDB) to designate the Operator and certify SC Works Centers in their local workforce development area. It is also the responsibility of the WDB to oversee and evaluate them.

3.0.3 The Agreement between the Local Board and the OneStop Operator shall specify the Operator's role. That role may range between simply coordinating service providers within the center, to being the primary provider of services within the center, to coordinating activities throughout the OneStop system.

- Implement the system described in the MOU
- Achieve and are accountable for system outcomes, includes any performance of partners co-located in the Center
- Convene SC Works partners to continuously improve seamless service delivery
- Coordinate seamless service delivery between system sites, the full-service center and partners' programs
- Develop and maintain system technological links
- Seek to expand system partnerships and resources
- Oversee center operations and provision of services
- Implement the provision of career services and training services, including acting as point of access for Individual Training Accounts
- Coordinate customer access to SC Works partner programs and activities
- Ensure customer access to Wagner-Peyser services, including job search, placement, recruitment and other labor exchange services
- Additional responsibilities as required by the Board

3.1.0 **WIOA Career Services**

3.1.1 The grantee shall closely and continuously coordinate with the local Workforce Center(s) to ensure that the WIOA Adult or Dislocated Workers have access to the following:

Career Services are described as:

- Eligibility Determination for funding and services
- Outreach, intake and orientation to the information and other services available through the SC Works Career Centers;
- Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;
- Job search and placement assistance and, in appropriate cases, career counseling, including information on in-demand industry sectors and occupations and nontraditional employment; appropriate recruitment and other business services on behalf of employers;
- Referrals to and coordination of activities with partner programs and services;

- Workforce and labor market employment statistics information, which includes job vacancy listings, job skills necessary for job openings; and information on local occupations in demand and the earnings, skill requirements and opportunities for advancement within those career pathways; and
- Performance information and program cost information on eligible providers of training;
- Information in formats that are usable by and understandable to customers regarding how the local area is performing on the local performance accountability measures;
- Information in formats that are usable by and understandable to customers relating to the availability of supportive services or assistance provided by partners;
- Referrals to supportive services or other needed assistance;
- Information and assistance regarding filing claims for unemployment assistance;
- Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs.

Other career services needed in order for an individual to obtain or retain employment consist of:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include diagnostic testing and use of other assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
- Implementation and use of www.centralinacareerheadlight.com for all customers of the centers to help with career guidance, education, labor market information, and training guidance.
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives;
- Group counseling;
- Individual counseling;
- Career planning;
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized training;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities;
- Financial literacy;
- Out-of-area job search assistance and relocation assistance;
- English language acquisition and integrated education and training programs; and
- Follow-up services, including counseling regarding the workplace for customers in WIOA activities authorized under this subtitle that are placed in unsubsidized employment for not less than 12 months after the first day of the employment as appropriate.

3.2.0 Training Services

3.2.1 An individual may receive training services after an interview, evaluation, or assessment, and career planning if the one-stop operator or partner determines the individual is unlikely or unable, by only

receiving career services, to retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment. Additionally, the one-stop operator or partner must also determine that the training the individual receives would result in employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment. The one-stop operator or partner must also determine that the individual has the skills and qualifications to successfully participate in and complete the training. Upon a determination that career services are unlikely to obtain these employment outcomes, the individual may be enrolled in training services. The individual should have the skills and qualifications needed to successfully participate in and complete the training services.

3.2.2 When the Case Manager recommends the participant for Training Services, the Grantee shall:

- follow the South Carolina Policy and Procedures for Implementation and Operation of a Workforce Development Voucher System or Individual Training Account (ITA) to ensure that the participant gets any recommended allowable occupational skills training including training for non-traditional employment; or
- enter the participant in a program that combines workplace training with related instruction; or
- enter the participant in skills upgrading or retraining; or
- enter the participant in an appropriate entrepreneurial training activity; or
- enter the participant in an appropriate job readiness training activity in combination with other training; or
- enter the participant in an appropriate adult education and/or literacy activity provided in combination with other training services; or
- enter the participant in customized training conducted with a commitment by an employer or group of employers to employ the individual upon successful completion of the training.

3.3.0 Youth Services

3.3.1 The purpose of the Youth Services program is:

- To provide, to eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers;
- To ensure on-going mentoring opportunities for eligible youth with adults committed to providing such opportunities;
- To provide opportunities for training and work experience to eligible youth;
- To provide continued supportive services for eligible youth;
- To provide incentives for recognition and achievement to eligible youth; and
- To provide opportunities for eligible youth in activities related to leadership development, decision making, citizenship, and community service.

3.3.2 Youth Services programs shall provide elements consisting of:

- Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies;

- Alternative secondary school services, as appropriate;
- Summer employment opportunities that are directly linked to academic and occupational learning;
- As appropriate, paid and unpaid work experience, including internships and job shadowing;
- Occupational skill training, as appropriate;
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and positive social behaviors during non-school hours, as appropriate;
- Supportive services;
- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
- Follow-up services for not less than 12 months after the completion of participation, as appropriate;
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate:
- Financial Literacy;
- Entrepreneurial skills training;
- Services that provide labor market and employment information in the local area;
- Activities that help youth transition to postsecondary education and training; and
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

3.4.0 **Eligibility Criterion: Definitions and Documentation Requirements**

3.4.1 WIOA distinguishes between two types of eligibility:

- General program eligibility, e.g., United States (U.S.) citizenship (or right to work in the U.S.), age, and selective service registration; and
- Specific program eligibility, e.g., income level, meeting dislocated worker criteria, or a youth barrier.

3.4.2 Registration – the process for collecting information to support a determination of eligibility. This information may be collected through methods that include electronic data transfer, personal interview, or an individual’s application.

3.4.3 Participant – an individual who has registered and has been determined to be eligible to participate in and who is receiving services (except for follow-up services) under a program authorized by WIOA Title I. Participation commences on the first day, following determination of eligibility, on which the individual begins receiving individualized and training services.

3.4.4 Family is defined as two or more persons related by blood, marriage, or decree of court that are living in a single residence, and are included in one or more of the following categories: (1) husband and wife; (2) husband wife and dependent child or; (3) parent or legal guardian and dependent children. The Grantee should reference TEGL 26-13 for guidance on interpretation of the terms “husband” and “wife” to include same sex spouses.

Family income will be annualized by calculating income from the most recent six months and multiplying by two. The WIOA family income should be shown on the Financial Worksheet and the original copy should be in the participant's hard file. No cross outs or white out should be used on the document.

3.4.5 Low-Income individual is defined as an individual who:

- (i) receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;
- (ii) is in a family with total family income that does not exceed the higher of—
 - (I) the poverty line; or
 - (II) 70 percent of the lower living standard income level;
- (iii) is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
- (iv) receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
- (v) is a foster child on behalf of whom State or local government payments are made; or
- (vi) is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

3.4.6 Deficient in Basic Literacy Skills is defined as an individual:

- (A) who is a youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- (B) who is a youth or adult, that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

3.4.7 School dropout is defined as: an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.

3.4.8 An Offender is defined as: an adult or juvenile—

- (A) who is or has been subject to any stage of the criminal justice process, and for whom services under this Act may be beneficial; or
- (B) who requires assistance in overcoming artificial barriers to employment.

4.0.0 **SCOPE OF WORK**

4.0.1 **Grant Objectives**

- *Program Management* - Oversee the development of a workforce that meets the employers' needs in the WorkLink region.

4.0.2 Under the terms of this agreement, the following activities shall be conducted:

4.0.3 The grantee shall develop, implement, and maintain WIOA Adult and Dislocated Worker services and/or programs consistent with WIOA regulations, South Carolina's WIOA & Wagner-Peyser State Plan, the WorkLink SC Works system MOU, and State and local policy and procedures such as, but not limited to, the State and WorkLink Guidance Letters. In carrying out the direct service requirements listed below, the Grantee shall:

- ensure WIOA funds are charged to only those individuals determined to be WIOA eligible in accordance with WIOA law and regulations;
- develop and implement all WIOA-funded services consistent with the goals and objectives of the SC Works system and the SC Works branding; and
- coordinate services to avoid duplication of services with SC Works partner agencies.

4.1.0 **Program Coordination with the SC Works Operator**

4.1.1 *Accessibility*

The grantee shall meet all requirements regarding compliance with State and Federal disability laws and procedures for ensuring universally accessible physical and program environments for all customers. It is required that the grantee ensures that the WIOA program adhere to the standards and expectations under the ADA. The sites are monitored annually for compliance. The grantee may be required to attend training in program access for customers with disabilities and access to employment programs and services for those with a disability.

4.1.2 The grantee shall ensure that program services are accessible to all customers by meeting ADA requirements. An EO officer/contact to handle all complaints shall be established in writing.

4.1.3 *Hours of Operation*

Regular hours of operation for Comprehensive and Satellite SC Works Centers have been set by the WorkLink WDB and are as follows:

Clemson SC Works Center - Monday through Friday from 8:30am-5:00pm

Anderson SC Works Center – Monday through Friday from 8:30am-12:00pm, 1:00pm-5:00pm

Easley SC Works Center – Monday through Tuesday from 8:30am-12:00pm, 1:00pm-5:00pm

Seneca SC Works Center – Monday through Friday, 8:30am-1:00pm, 2:00pm-5:00pm

The Operator shall determine when and if additional non-traditional hours are required and submit a request to the WDB staff for approval. Center hours may be adjusted at the Board's discretion.

In the event of a pandemic or other state of emergency affecting the WorkLink area and the delivery of services through the SC Works Centers, the program manager for each service provider should submit a staffing plan to WorkLink staff for approval prior to implementation.

4.1.4 Co-located partner agencies may observe varying State and Federal holidays. The grantee shall follow the Board's hours of operation. The grantee may choose to have staff work on dates that the Center is closed to the public. Working holidays for WIOA-funded (or partner staff) should be noted on the Office Closed/Holiday Schedule.

4.1.5 *Resource Room for Universal Access*

All WorkLink SC Works Centers shall host resource rooms for the use by universal and WIOA-enrolled clients. Therefore, each SC Works Center site must have a self-serve resource area or "resource room" that offers the following services to customers:

- Labor exchange tools
- Computer applications software
- Résumé writing software
- Career exploration software
- Job, career, and skill self-assessment tools
- Career, job, and labor market information
- Career planning information
- Job search information
- Interviewing information
- Information on writing résumés and cover letters
- Information on job retention
- Directories
- Periodicals (may be print or electronic)

4.1.6 The resource room shall house:

- Computers with internet access, appropriate software to create letters, résumés and job applications, email capability, and computer software for customers to engage in self-learning activities.
- Shared printers shall accompany the computers.
- A phone bank area must be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At a minimum, one dedicated telephone line must be available for filing unemployment compensation claims.
- The room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use.

4.1.7 Special equipment shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. The physical layout of the room must meet ADA requirements.

4.1.8 The grantee shall collect and distribute current and relevant information and resources about the workforce, employers hiring, soft skills, training opportunities, partner resources, and other relevant job seeker information to participants.

4.1.9 The grantee shall assist WIOA participants with the use of the resource room and its materials and services.

4.1.10 *SC Works Orientation*

4.1.11 The grantee shall provide an orientation that informs individuals of the full array of services available in the Center, including all partner services conducted at the SC Works site and any other pertinent resources to ensure successful return to employment. The orientation shall include an overview of the processes and procedures for participating in the WorkLink WIOA program.

4.1.12 The grantee is responsible for ensuring that all program specific requirements are addressed in the orientation.

4.1.13 The frequency of delivery of these orientations shall be included in a master calendar and published on a monthly basis for the public. A minimum of one (1) orientation per week must be offered. One-on-one orientations should also be available when necessary.

4.1.14 *Workshops and SC Works Center Events*

4.1.15 The Operator shall be responsible for scheduling all activities in the Workforce Center, including arranging for partners and employers to conduct Career Service level workshops in the SC Works. Soft Skills workshops are available to the public without registration in SCWOS. Attendance should be taken in the workshops. The grantee shall refer participants as appropriate to these workshops.

4.1.16 *SC Works On-the-Go Services*

4.1.17 In an effort to reach remote communities with high levels of poverty and to break down the walls of the SC Works System, WorkLink established On-the-Go services available to the community on an as needed basis. The term On-the-Go can be used for any event (not a permanent location) hosted by the SC Works Centers in which job seekers are given information and access to services.

4.1.18 The Operator shall determine SC Works On-the-Go site visits, including frequencies and services to be delivered.

4.1.19 The Operator shall oversee all SC Works On-the-Go activities across the community. These activities shall be reported to the WDB staff on the 10th of each month.

4.1.20 Financial and Programmatic Requirements

4.1.21 The grantee shall manage and maintain financial records for the WIOA programs. The grantee shall ensure

all financial information and reporting is current and accurate. The grantee shall establish written financial procedures if not already developed.

4.1.22 The grantee shall ensure complete, accurate and timely data entry that is compliant with WIOA reporting requirements.

4.1.23 The grantee shall prepare regular reports and recommendations to WorkLink staff related to WIOA policy development, enhancements, and performance. The grantee shall formulate and implement required action plans for improvement.

4.1.24 The grantee shall procure and track inventory and supplies for the WIOA program.

4.2.0 Outreach

4.2.1 The grantee shall conduct outreach for WIOA programs and services and ensure that the program is viewed as a part of the SC Works System.

4.2.2 The grantee shall use all mandated brochures developed by the WDB, the State and/or the Operator. The grantee will be responsible for developing a outreach plan that shall include development of brochures (in addition to, but not duplicative of WDB or State mandated brochures), Power Point presentations, community based print and radio ads, and if appropriate, website information detailing business offerings and an overall strategy for announcing the services of the WIOA programs. All materials produced and published must be approved and shared with the WDB staff. The grantee will work with the Operator to coordinate marketing and outreach strategies. Appropriate outreach materials for priority or target populations should be considered when developing the outreach plan and materials.

4.2.3 The grantee shall develop and coordinate an outreach plan to include outreach to local chambers of commerce, economic development organizations, local units of government and other relevant business organizations to achieve the goal of reaching and providing quality services to businesses. The WDB maintains a website (www.worklinkweb.com) to allow customer's access to SC Works and Business Services information 24 hours a day.

4.2.4 The grantee shall participate in Workforce Development related activities in the community. The grantee shall represent the SC Works System in the community through local business and industry groups, community and civic organizations, such as SHRM, Rotary clubs, Chambers of Commerce, etc. The Operator shall make presenting to partners and organizations a priority. A synopsis of events attended and/or presented at should be provided to the WDB on the 10th of each month.

4.2.5 WIOA consistently emphasizes the need for services targeted to persons with disabilities and individuals with barriers to employment, including individuals who receive public assistance or are otherwise low income and/or basic skills deficient. Outreach, marketing efforts, and services shall include efforts to encourage enrollment into the WIOA program to groups that need employment and training services to become more skilled and employable in the path to financial self-sufficiency.

WIOA Sec. 3 (24) defines an “individual with a barrier to employment” means a member of one or more of the following populations:

- a. Displaced Homemakers
- b. Low-Income Individuals
- c. Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in Section 166
- d. Individuals with disabilities, including youth who are individuals with disabilities
- e. Older individuals
- f. Ex-Offenders
- g. Homeless Individuals (as defined in Section 41403(6) of the Violence against Women Act of 1994 (42 U.S.C. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)).
- h. Youth who are in or have aged out of the foster care system
- i. Individuals who are English language learners and individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- j. Eligible migrant and seasonal farm workers, as defined in Section 167(i)
- k. Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.)
- l. Single parents (including single pregnant women)
- m. Long term unemployed individuals
- n. Such other groups as the Governor involved determines to have barriers to employment

4.2.8 Printed material and other written information about the WIOA programs must be language accessible for WorkLink’s diverse population of jobseekers. Whenever feasible, language barriers should be removed so that all visitors to the Center feel welcome and can benefit from the experience. All outreach materials must meet brand standards and include the EO statement, TTY information (if phone number is listed) and Stevens Amendment statement.

4.3.0 Other

4.3.1 Monitoring

4.3.2 The local WDB will issue a schedule of monitoring activities to all Grantees for the regular monitoring performed during the course of the year.

4.3.3 The Grantee shall assist WorkLink with workforce development projects and tasks across the community as requested while ensuring enough staff is available to cover the SC Works.

4.3.4 Per the WIOA Terms and Conditions (attachment III of this grant and the local addendum), the Grantee is responsible for monitoring and reporting on all subcontractors annually. The Grantee shall monitor any approved subcontracts annually and submit subcontractor monitoring reports to the WDB by the end of the third quarter of the program year.

4.3.5 *Board Meeting Attendance Requirements*

4.3.6 A member of the Grantee's Management staff shall be present at all WDB meetings. Other Grantee staff are encouraged to attend on a rotating basis as time and customer flow allows. Grantee staff shall RSVP for all meetings they plan to attend at least 1 business day prior to the planned event.

4.3.7 The Grantee shall be available to attend WorkLink Finance Committee meetings upon request from the WDB Staff.

4.3.8 The Grantee shall be present at all One Stop Operations Committee meetings and prepared to present at each meeting regarding status of grant activities. Handouts must be submitted to WDB staff for review prior to the meeting.

4.3.9 *Communication*

4.3.10 The Grantee shall maintain regular contact with the WDB staff, meeting with WDB staff at a minimum of once per month to review WIOA program elements and grants.

4.3.11 The Grantee shall not contact the State-level WIOA side of SC Dept. of Employment and Workforce unless directed to do so by WorkLink WDB staff or unless the Grantee receives a direct request from the State-level WIOA staff. The WorkLink Board makes local decisions that may be stricter than State guidance.

4.3.12 The Grantee shall disseminate all WIOA Instruction Letters and provide guidance to Grantee staff on implementation. The Grantee may request Technical Assistance from the WDB staff.

5.0.0 WIOA TITLE I-B PROGRAM MANAGEMENT

Objective: Oversee the development of a workforce that meets the employers' needs in the WorkLink region.

5.0.1 Recruitment and Enrollment

5.0.2 The Grantee shall be responsible for the recruitment and enrollment of adult and dislocated worker participants in accordance with eligibility requirements. In all circumstances, Veteran's receive priority of service.

Target Populations

- All adults, 18 years and older, are eligible for Career services;
- Dislocated workers; and
- Priority for individualized career services requiring enrollment into WIOA and training services must be given to recipients of public assistance, low-income, or basic skills deficient individuals under the adult program. Other priorities may be developed by the State or the WorkLink WDB.

5.0.3 The Grantee shall provide WIOA services to adults who live or last worked in Anderson, Oconee, and Pickens Counties, and dislocated workers who live or were dislocated from Anderson, Oconee, and Pickens Counties. Eligibility determination and enrollment goals must be completed by June 30, 2024.

5.1.0 **Registration**

5.1.1 The Grantee shall implement a system of internal oversight to ensure the accuracy of registration. The Grantee shall provide training and technical assistance to WIOA-funded staff to ensure compliance with eligibility requirements. Central office staff, as well as on-site supervisory staff shall conduct monitoring of the eligibility determination/registration/initial assessment services provided. Procedures shall be developed to ensure that local staff is trained to certify for each Workforce Innovation and Opportunity Act funding stream.

5.1.2 The Grantee will be a partner in the SC Works System. As part of the partnership agreement, when not conducting eligibility determinations, the registration staff should conduct outreach in the resource room by assisting the general public in the local SC Works Centers. Services that are designed to inform and educate individuals about the labor market and their employment strengths, weaknesses, and the range of services appropriate to their situations should be considered informational in nature. These services may include, but are not limited to:

- Providing performance information on eligible training providers;
- Information on and referrals to supportive services in the area;
- Information on in-demand occupations, job vacancies, and job skill requirements for job vacancies;
- Use of the resource room and internet browsing;
- Labor exchange referrals;
- Performance information on the Workforce Center;
- Referrals to partners within the Workforce Center;
- Information regarding filing for Unemployment Insurance;
- Assistance in establishing eligibility for the training and educational programs;
- Job matching and placement services;
- Participating in job fairs;
- Conducting employer visits;
- Making presentations to business and community groups; and
- Outreach and job development.

5.2.0 **Intake and Eligibility Determination**

5.2.1 The Grantee shall provide eligibility determination for the Workforce Innovation and Opportunity Act Adult and Dislocated Worker fund streams. This process shall be conducted in accordance with the eligibility guidelines set forth in the Workforce Innovation and Opportunity Act, as well as criteria established by the WorkLink Workforce Development Board.

5.2.2 The Grantee shall ensure confidentiality of participant information. In general, WIOA requires that any personal information that can, directly or by reasonable inference, identify a specific individual (e.g., a telephone number, a Social Security account number):

- Is collected, used, and stored in a manner that ensures that it will not be accessible to anyone not authorized to access it;
- Is not collected unless needed for the provision of some service or to determine eligibility for a program;
- Is not used for any purpose other than the program or service for which it was collected, unless the subject of the information (if the subject is an adult), or a parent of the subject (if the subject is a minor or dependent), provides consent for the information to be shared;
- Can be released to the subject of the information upon his or her request;
- Is not accessible to anyone other than those authorized to access it (including agents of oversight and regulatory entities, and in cases in which the information has been subpoenaed, parties to the legal matter);
- Is made accessible to subcontractors and researchers only with the stipulation that they adhere to the same requirements that the direct recipients and higher-tier sub-recipients must follow, unless the information is provided in aggregate form only (thereby preventing the identification of any specific individual); and/or
- Is published only in aggregate form, preventing readers from being able to identify, or reasonably infer the identity of, any individual subject.

5.2.8 A completed eligibility determination application may be considered for enrollment for no more than 90 days. When job seekers do not meet eligibility requirements for any WIOA-funded services, the Grantee is responsible for referring them to alternate sources of funding through partner agencies.

5.2.10 *Determining Adult Eligibility*

5.2.11 A determination will be made to ensure that Adult applicants are:

- 18 years old or older; males over the age of 17, born after 1959, must be registered with the United States Selective Service;
- Is a US citizen or national or lawfully admitted permanent resident alien, lawfully admitted refugee or parolee, or other individual authorized by the Attorney General to work in the United States;
- A resident of one of the following counties: Anderson, Oconee, Pickens; and
- Has met the priorities for service: public assistance, low income or basic skills deficient as laid out in the WorkLink Priority of Service Instruction Letter policy.

5.2.12 *Determining Dislocated Worker Eligibility*

5.2.13 Dislocated Workers are required to meet the basic WIOA eligibility requirements. Once the basic WIOA eligibility requirements are met, an applicant must meet the definition of a Dislocated Worker. **There is no specific age criterion for dislocated workers.**

A dislocated worker is defined as an individual who:

- Has been terminated or laid off, or has received a notice of termination or layoff from employment;
- Is eligible for or has exhausted unemployment insurance;
- Has demonstrated an appropriate attachment to the workforce, but not eligible for unemployment insurance and unlikely to return to a previous industry or occupation;
- Has been terminated or laid off or received notification of termination or layoff from employment a result of a permanent closure or substantial layoff;
- Is employed at a facility, where the employer has made the general announcement that the facility will close within a 180 days;
- Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community or because of a natural disaster; or
- Is a displaced homemaker who is no longer supported by another family member

5.2.14 *Determining Youth Eligibility*

5.2.15 In the event that an individual is determined not eligible for the Adult or Dislocated Worker program and is eligible for Youth Services, the Contractor will refer the applicant to the WIOA Youth Services contractor (if eligible) or other appropriate partner agency.

The customer is allowed to choose enrollment into any WIOA-funded program in which they have been determined eligible. The WorkLink WDB does not currently dual enroll in the Adult and Youth programs. If dual enrollment were to be approved by the Board during the contract year (or applicable extensions) under this proposal, the Contractor will be notified and expected to collaborate with the Youth Service Provider to maximize the use of funds.

5.2.16 Basic Skills Deficiency should be determined at eligibility. Reference WorkLink's PY15-13, Change 3 Adult Priority of Service under WIOA for guidance.

5.2.17 Under Federal Law, Youth can be served as Adults if their age is 18 or greater, and youth can potentially qualify under Dislocated Worker guidelines. When a customer is eligible for an adult program and a youth program, the customer shall have the choice between the programs. The primary of focus of the Adult and Dislocated Worker programs is employment, education, and skills-attainment.

5.2.18 The Grantee shall not enroll eligible youth under the Youth funding streams. The Grantee should refer Youth applicants 24 and younger to the Youth Service Provider as appropriate.

5.2.19 The WorkLink WDB does not currently dual enroll in the Adult and Youth programs. If dual enrollment were to be approved by the Board during the program year, the Grantee will be notified and expected to collaborate with the Youth Services program to maximize the use of funds.

5.3.0 Application and File Requirements

- 5.3.1 The Grantee shall follow the WIOA Local Instruction Letter for File Management and Record Retention Policy. General guidelines for Case Management files include:
- All eligibility files are the ultimate responsibility of the Grantee.
 - The participant's file is maintained in the office where the participant was certified.
 - There is only one file for each participant per application.
 - The file is to be kept for five years after the 12 month follow-up procedures are completed.
 - In-region transfers do not require WDB approval. The receiver of the file should update the Office of Responsibility in SCWOS. *Region is defined as Anderson, Oconee, and Pickens Counties for the purpose of this instruction.*
- 5.3.2 The Grantee will be responsible for the completion, distribution, and maintenance of all required WIOA forms, in accordance with procedures established by the United States Department of Labor, the South Carolina Department of Employment and Workforce, and the WorkLink Workforce Development Board. Any changes to forms must be approved by WorkLink before use.
- 5.3.3 Adults and Dislocated Workers require completion of the SCWOS Application. The Application and the procedures for completion are provided through the SC Works Online System.
- 5.3.4 Applicants will not be determined eligible until the Grantee receives all applicable documents. The Grantee will verify that the applicant has received Career Services at the Workforce Center. Through interaction with participants accessing Career Services in the SC Works Centers, the Grantee will identify individuals who may need additional services. Eligibility determination must be provided in each Workforce Center but may also be provided throughout the community. All off site eligibility determinations must be approved in writing by WorkLink staff.
- 5.3.5 The Grantee will acquire eligibility determination documentation directly from employers, vocational rehabilitation, welfare agencies, etc., as necessary. The Grantee shall refer to and comply with any forthcoming guidance from the United States Department of Labor, the State of South Carolina, and/or WorkLink WDB.
- 5.3.6 The Grantee is responsible for the documentation of all required elements, both in the database management information system called SC Works Online Services (SCWOS), and in the participant's hard file.
- 5.3.7 The Grantee shall issue the Rights Handout and ensure that each registrant signs and receives a copy of the form. A signed copy of the-Rights Handout shall be placed in each customer's file.
- 5.3.8 The Grantee shall retain the original copy of the eligibility application and back-up documentation for data validation.

5.3.9 The Grantee shall keep staff level access usernames and passwords to the SCWOS System confidential from other staff members and the general public. Staff shall not auto complete or auto save passwords in the SCWOS system.

5.4.0 **Referral to Individualized (also called Enhanced or Other) Career Services**

5.4.1 The decision to recommend or not recommend the applicable WIOA Adult or Dislocated Worker for Individualized Career Services shall be made by the Grantee, and documented in the management information system (SC Works Online System, SCWOS) in the case note section.

5.4.3 The decision to recommend the WIOA Adult or Dislocated Worker for Individualized Career Services shall be based on the conclusion that:

- The applicant met program eligibility requirements.
- The applicant is suitable for services available.
- The applicant will benefit from and successfully complete the program.
- The applicant's career goals and objectives can be achieved.
- Local funding, capacity and resources will support the enrollment.
- Local policies and procedures will support the enrollment.

5.4.4 Customers that are not recommended for Individualized Career Services shall continue to receive other Career Services and partner services in the Workforce Center. Case notes must be entered into SCWOS in order to justify why the participant was not enrolled.

5.4.5 Once the decision has made to enroll, the Grantee enters the participant in the first WIOA Individualized Career or Training Service in the SCWOS system, signaling the date of participation. Participants count in performance once they receive their first staff assisted WIOA service.

6.5.0 **Assessment**

6.5.1 Case managers shall be required to complete an assessment prior to a participant receiving training services.

6.5.2 Assessment involves gathering information, appraising, analyzing, and using it to assist participants. Assessments of the skill levels and service needs of adults and dislocated workers may include diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.

The goal of an assessment is to identify skills, strengths, and deficiencies, and attitudes relating to vocational training, basic education, and employment. Assessments may be used for career discovery and specific job applications. It forms the basis for career services by measuring academic development, workplace skills, interests, job seeking and retention skills, financial situation, work readiness, employment and family barriers, and ability to learn to do work tasks.

A thorough assessment of a participant should identify whether or not a participant has:

- Adequate basic education, skills, and work background for their choice of WIOA services or employment opportunities.
- Required occupational tasks and any skills the participants must develop to achieve their employment goals.
- Realistic job seeking skills and the work maturity (attitude) to get and keep a job.
- Sources of additional support needed for success and the agencies that can provide this support.

The grantee shall provide assessment services including assessment of basic skills, abilities, interests, evaluation of work history, evaluation of support service needs and other assessment instruments that might be of value in assisting the customer. All assessment processes and tools must be approved by WDB staff prior to implementation and must be applied in a consistent and equitable manner. The grantee will select appropriate assessment tools to use.

6.5.3 All information collected from the assessment phase shall be entered in the SCWOS system under the plan tab. The case manager shall print it, have the participant sign it, and place a hard copy in the participant hard file. The Grantee is required to complete an objective assessment of each individual enrolled into WIOA.

6.5.4 The Grantee shall select appropriate assessment tools to use and have them approved by WorkLink WDB Staff prior to implementation.

6.6.0 **Career Readiness Certificates** (WorkKeys, WIN, or other WorkLink Board supported Certificate)

6.6.1 All participants shall be referred for the Career Readiness Certificate Assessments. All those that are assessed as ready shall take the Career Readiness Certificate Test(s). All those that are assessed as not ready shall be referred to skills upgrading as part of remediation.

6.6.2 The Grantee shall participate in any Statewide or regional initiatives regarding Career Readiness Certificates.

6.7.0 **Case Management**

6.7.1 Case management is the provision of a client-centered approach in the delivery of services, designed:

- To prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary Workforce Innovation and Opportunity Activities and supportive services, using, where feasible, computer-based technologies; and
- To provide job and career counseling during program participation and after job placement. (Reference Public Law 113-128, Title I, Subtitle A, Section 134)

- 6.7.2 Individualized Career Service strategies should include, but are not limited to:
- Regularly scheduled contact must be maintained with all participants. The frequency of the contact is based on an assessment of the participant's needs as they move through the process. At a minimum, monthly contact must be made with each participant. More frequent contact may be needed in certain circumstances.
 - Development of and use of the IEP benchmarks to measure progress such as increasing TABE, Career Readiness Certificate, or College entrance exam scores, finding unsubsidized employment, attaining occupational and work readiness skills, attaining a high school diploma or GED, occupational license, certificate, or degree, etc.
 - Support and intervention in time of crisis, assistance in the development and implementation of a crisis plan.
 - Monthly case notes entered into the SCWOS System in a timely manner. Case note summary are not limited to but should detail contacts per participant, missed appointments and attempts to contact the participant, career and training services provided to the participant, progress, barriers, interventions, and successes of the participant, etc.
 - Provision of linkages, referrals, coordination of services and resources that support the achievement of participants individualized goals (IEP).
 - Collaboration with other service providers, training providers, businesses, and community agencies.
 - Building soft skills and job retention skills in each participant is a WDB priority.
 - Follow-up service activities will be provided based upon the needs of the individual. Whenever possible, the case manager shall meet with the participant to determine what follow-up services are needed. (Please see the Follow-Up section of the Statement of Work for further details on documentation requirements.)
- 6.7.3 Case Managers should know the name, face, family, and life situation of each participant. They should have a detailed and working knowledge of other community services, community resources, and cultivate a wide network of contacts. Where progress is slow or in reverse, case managers should be pro-active in identifying the problem and solving it before the participant quits without achieving a recordable positive outcome.
- 6.7.4 Individualized Career Services Case Managers are responsible for providing and/or referring services. A list of SCWOS Activity Codes for Adults and Dislocated Workers and definitions for allowable activities under Career and Training Services is posted in the SCWOS Staff Online Resources Section of SCWOS.
- 6.7.5 Although not a required activity under WIOA for Career Services, the regulations strongly encourage the Case Managers to provide career counseling to each participant as part of the Career Services and Training planning process.
- 6.7.6 WorkLink WDB also encourages the grantee to establish procedures for participants to be issued an Individual Employment Plan. The Individual Employment Plan (IEP) is developed with the participant based on the results of the completed comprehensive assessment. The IEP shall:
- a. Identify all educational and employment goals to be achieved.

- b. Describe the training activities and appropriate services the Adult or Dislocated Workers will receive to achieve those goals and overcome existing barriers.
- c. Include objectives and planned outcomes, including specifics (who, what, when, where, and how) should be identified.
- d. Detail non-WIOA funded services received during participation in WIOA and marked as a partner funded service (i.e. Pell Grant).

6.7.8 IEPs shall be reviewed quarterly or more often as needed with the participant to evaluate progress and make any necessary adjustments. The IEP is a “living document” and is the foundational plan for WIOA services. This continued evaluation will ensure progress toward the achievement of the participant’s employment goals, training objectives, and advancement of one or more educational levels within the program year.

6.7.9 The IEP is to be entered under the Plan tab of the participant’s record in SCWOS. Each participant is required to have a completed, signed IEP in their hard file. The Case Manager is required to review the IEP with the participant every 90 days. Any changes to the IEP shall be made with the participant. All revisions must be signed and placed in the hard file.

6.7.10 Ad Hoc Reports are supplemental reports accessed through the home page of the SC Works Online Services (SCWOS). Grantee Staff shall have access to these reports. The Grantee Staff shall use these reports to assist with program management and monitoring purposes, and to correct data as necessary in the SC Works Online Services system in a timely manner.

6.7.11 *Case Notes*

6.7.12 The Grantee shall include information in case notes related to the individual’s WIOA participation. They should include meaningful, additional information related to WIOA/TAA activities/services, educational progress and/or employment. Information written in case notes shall also information on barriers and supportive services provided. The Grantee should avoid comments that are not related to employment and training issues. Every participant contact must be documented in the case notes (phone, email, letter, etc.). See WorkLink’s case note policy attached to this Statement of Work.

6.7.13 A case note shall be entered for each activity. An activity must be performed and entered into SCWOS with a minimum of a start date and end date. Contact with the participant shall be maintained at a minimum of every 28 days.

6.7.14 Case notes are not required for a participant’s hard file. If case notes are to be placed in the participant’s hard file, the participant is required to sign the case note.

6.7.15 *Soft Skills/Job Retention*

6.7.16 The grantee is to evaluate and train job seekers on how to present themselves in a professional manner before and after they are hired. Therefore, an emphasis on pre-hire soft skills centered on appropriate dress, interviewing skills, job application completion, and resume writing (and others as deemed

appropriate) are necessary. Other life skills may also be needed such as financial literacy. The grantee must make every effort to coordinate services or directly provide these activities to customers identified as needing assistance. A 142 soft skills activity code should be entered in addition to other applicable SCWOS activity codes for soft skills per State Instruction Letter 20-02, Soft Skills Instruction and Activity Code.

6.7.17 Post-hire soft skills are the personal attributes needed to succeed in the workplace, such as communication skills, critical thinking, leadership, positive attitude, teamwork, conflict management, and work ethic, among others. Employers want employees who are able to effectively interact with others. The grantee should address these skills in their interactions with WIOA participants.

6.7.18 The grantee may coordinate with the One Stop Operator and On-the-Job Training service provider to provide these skills to participants; however, the grantee should assume responsibility for the participant's attainment of these skills, not relying solely on other providers and/or other partners. Therefore, a systematic approach to teaching and reviewing appropriate soft skills should be developed to last the length of the WIOA participation and throughout follow-up services.

6.7.19 *Participant Activity Codes*

6.7.20 Case Managers are required to enter and maintain appropriate WIOA program activity codes in the SCWOS System in a timely manner. Activity codes, timeline, and definitions are available in the Staff Online Resources section of SCWOS.

6.7.21 *Job Placement*

6.7.22 Case Managers are responsible for providing job leads, specific job development, and job matching to participants seeking employment. Job placement is defined as matching job seekers with employers after assessment.

6.7.23 The grantee should design and implement a Job Retention assistance portion of their case management program. Job Retention begins before employment through workshops and education regarding soft skills (such as, but not limited to, teamwork and conflict management) and employer expectations, and concludes at the end of the follow-up period. A variety of means may be used: one-on-one counseling, seminars offered the SC Works system, mentoring (if available), encouragement of skills attainment through occupational skills training, etc.

6.7.24 Other Career Services Allowable Under WIOA (Reference "Activity Code Definitions" in SCWOS)

- Career Guidance/Planning/Counseling
- Adult Literacy or Basic Skills
- Short-term Pre-vocational Services
- Out-of-area Job Search Assistance
- Support Service-Relocation Assistance
- Internships

- Work Experience
- English as a Second Language
- Needs Related Payments

6.8.0 Training Services

6.8.1 To be eligible to receive training services, an adult or dislocated worker must first go through an interview, evaluation, or assessment AND career planning.

The adult or dislocated worker must:

1. Be determined to need training by the one-stop operator or a one-stop partner, as appropriate, by meeting the following qualifiers:
 - a. be *unlikely or unable* to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through the career services;
 - b. be *in need of training services* to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment; AND
 - c. have the skills and qualifications to successfully participate in the selected program of training services.
2. Select programs of training services that are directly linked to the employment opportunities in the local area or the planning region, or in another area to which the adults or dislocated workers are willing to commute or relocate;
3. Be unable to obtain other grant assistance for such services, including Federal Pell Grants; or require assistance beyond the assistance made available under other grant assistance programs, including Federal Pell Grants.
4. Be determined to be eligible in accordance with the priority of service system adopted by the WorkLink region if in effect.

6.8.2 Further, WorkLink adopted the six criteria for approval of training based on Trade Adjustment Act criteria. The Case Manager's decision to recommend or not recommend the WIOA Adult or Dislocated Worker for training services shall be based on the conclusion that:

- There is no suitable employment for the worker.
- The worker would benefit from appropriate training.
- There is a reasonable expectation of employment following the training.
- The training must be reasonably available to the worker.
- The worker is qualified to obtain and complete the training, including having adequate financial resources available to complete the training when income support is exhausted.
- The training is suitable and available at a reasonable cost.

6.8.3 The decision to recommend or not recommend the applicable WIOA Adult or Dislocated Worker for training services shall be made by the Case Manager following an assessment and career planning. The decision to recommend or not recommend training should be documented in a case note. All approved training must be within the Board's approved industry clusters.

- 6.8.4 All WIOA participants approved for training must have an Individual Training Account (ITA) entered into the SCWOS AIFT module. An additional ITA Tracking System designated by Eckerd Workforce Services may be utilized. The Grantee must be able to make ITA obligations and expenditure reports available at any time at the request of WorkLink, SC DEW or US DOL. (Refer to the financial section of this Statement of Work for further details.)
- 6.8.5 The grantee must make every effort to track and update ITA obligations and expenditures in the SCWOS AIFT module. WorkLink staff will ensure that final reconciliation of records is associated with the correct funding stream in SCWOS.
- 6.9.0 **Referral to On-The-Job Training**
- 6.9.1 All WIOA participants shall be screened for On-the-Job Training. Appropriate customers should be referred to the On-the-Job Training contract writer.
- 6.9.2 Case Managers shall closely and continuously coordinate with the OJT Contract Writer to ensure that the referred WIOA Adult or Dislocated Worker has first received, at a minimum, the following Career Services:
- assessment of skills and interests;
 - development of individual employment plans (IEP) to identify employment goals, appropriate objectives, and appropriate combination of services for the participant to achieve the employment goals. The participant and the Case Manager in conjunction with the OJT Contract Writer should jointly complete this plan. The IEP is updated with the participant quarterly; and
 - Career Readiness Testing is a requirement for all WIOA participants in the WorkLink Workforce Development Area.
- 6.9.3 When the Case Manager recommends the participant for OJT Training, the Case Manager shall ensure that a participant meets the six criteria for Determining Need of Training, and a referral form to be given to the OJT Contract Writer.
- 6.9.4 On-the-Job Training (OJT) activities allow an eligible participant who is otherwise "job ready" to learn skills for a specific occupation through demonstration and practice under actual working conditions in the public, private non-profit, or private for-profit sector. This training will occur while the participant is engaged in productive, full-time work as a hired employee. All participants that are hired under an OJT arrangement must meet the minimum qualifications set forth by the employer, but still requires training beyond the type of training usually provided to new employees.
- 6.9.5 To receive On-the-Job Training a participant may not have the specific skills required for the occupation of the contract. The Assessment and Individual Employment Plan (IEP) must support the need for training prior to placement on a contract.

6.10.0 On-the-Job Training

6.10.1 On-the-Job Training (OJT) is one strategy for individuals to receive training funded through WIOA. The term "on-the-job training" means training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Provides reimbursement to the employer for the costs associated with training the OJT trainee, which are usually calculated at half the pay rate for the agreed-upon training period; and
- Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the individual employment plan of the participant, as appropriate.

6.10.2 OJT is a vehicle for individuals to build their skills and re-establish themselves in new fields. It also provides an incentive to employers to hire individuals and invest in their skill development. It is a very good option for job seekers who:

- Have run out of unemployment or need to earn a wage while learning an occupational skill;
- Are uncomfortable in a classroom setting;
- Prefer to learn by doing and can learn the skills necessary for the occupation more thoroughly on the job; and/or
- Need supervision as they learn specific skills for an occupation.

6.10.3 Employers providing an OJT can receive reimbursement for a portion of the hourly pay rate – typically up to 75%--which is considered payment for extraordinary costs to the employer associated with training a new employee. If Department of Labor and the State of South Carolina approves the use a waiver for small businesses to be reimbursed at a higher percentage, WorkLink will notify the Grantee in writing.

6.10.4 An agreement with the employer specifies the duration of training as well as the skills and competencies to be acquired by the participant. The length of the training period depends on the complexity of the job as well as the participant's skills and prior work experience. OJT provides an incentive to employers to hire individuals and invest in their skill development, and trainees can earn as they learn.

6.10.5 WorkLink staff will be responsible for carrying out OJT requirements, including outreach to employers in the WorkLink region, contract development and writing, placement of participants in OJT slots, and participant/employer monitoring of each contract. (See Department of Labor's OJT Toolkit for more information, <https://ojttoolkit.workforce3one.org/>).

<https://ion.workforcegps.org/resources/2017/12/01/11/19/On-the-Job-Training-Toolkit>

6.10.5 The Grantee will be responsible for coordinating with the OJT Contractor to fill OJT Contract slots. This may include outreach in the WorkLink region, placement of participants in OJT slots, and dissemination of information regarding open OJT slots to case managers. The Grantee is required to refer all eligible, qualified and work ready participants to the OJT Contractor for possible placement in OJT slots.

6.11.0 Classroom Training Services

6.11.1 WIOA only requires an assessment/evaluation and career counseling to be completed prior to a participant being placed in training. The responsibilities of the WIOA Case Manager during Training Services include the following:

1. Career counseling;
2. Review customer prerequisites for training, including career planning and using labor market information;
3. Assist with Individual Training Account application and non-WIOA financial aid;
4. Prepare and timely submit required paperwork;
5. Monitoring to ensure passing grades or to identify and address potential barrier to completion;
6. Screen and coordinate WIOA services with other SC Works Center partners;
7. Coordinate training to placement activities; and
8. Offer supportive and follow-up services.

6.11.2 Priority consideration shall be given to programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the WorkLink area.

6.11.3 Allowable training services that the Case Manager may provide to the WIOA participant can be found in the Staff Online Resource section of SCWOS under Activity Code definitions for Adults and Dislocated Workers. Training services that the Case Manager may provide to the WIOA participant are:

- programs that combine workplace training with related instruction, which may include cooperative education programs
- training programs operated by the private sector
- skill upgrading and retraining
- entrepreneurial training
- transitional jobs
- job readiness training provided in combination with services described above
- adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services described above (with the exception of transitional jobs training and job readiness training)
- customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training

6.12.0 Customer Choice

6.12.1 Customer choice is a guiding principle of WIOA where participants have freedom in making informed decisions about their ITA training/occupational goal. Participants are expected and required to take an active role in managing their employment future through the use of ITA's. Adults and dislocated workers who request an ITA must complete career exploration activities to ensure that they obtain the information they need to choose training for a demand occupation. Career exploration activities include comprehensive assessment, informational interviews with employers, and research of the labor market, demand occupations and Eligible Training Providers. [PL 113-128, Section 107(d)(11)]

6.12.2 The Case Manager shall provide guidance to the participant on reasonable cost of training. All expenses associated with the training and supportive services should not exceed the training cap. If the training cap is exceeded, a waiver must be approved by the Executive Director. All participants determined in need of classroom training shall have a financial plan in the participant's hard file prior to a training start date.

6.13.0 **Industry Clusters**

6.13.1 WorkLink has identified five in-demand, high-growth industry clusters for which WorkLink WIOA classroom training funds can be invested on behalf of participants. These industry sectors are: Administrative and Support and Waste Management and Remediation Services; Health Care and Social Assistance; Manufacturing; Professional, Scientific, and Technical Services; Construction; and one occupational exception of CDL Truck Driving. These industries are subject to change; WorkLink WDB will notify the provider in writing of any changes made. (WIOA Instruction Letter for In-demand High Growth Industry Clusters)

6.13.2 The Grantee will implement career pathways into their career and training services.

6.14.0 **Eligible Training Provider List**

6.14.1 WIOA funds for an ITA can only be paid for training programs that are listed on the South Carolina State Eligible Training Provider list (ETPL). ITA funds are paid directly to the training provider using a WIOA program operator's fiscal system for vouchers or purchase orders.

6.14.2 The Grantee shall establish relationships with each Eligible Training Provider and be able to guide participants to appropriate programs of study, based on likelihood of participant success, cost of training, Training Provider success rates (placement in unsubsidized employment), and customer choice.

6.15.0 **Individual Training Accounts**

6.15.1 Under the Workforce Innovation and Opportunity Act (WIOA), classroom training for individual adults and dislocated workers must be provided through Individual Training Accounts (ITA's). [PL 113-128 Section 134 (c) (3) (G)]. Note that On-the-Job Training costs are not counted in tracking ITAs.

6.15.2 Obligations and expenditures must be available at any time at the request of WorkLink, SC DEW or US DOL. The Grantee must use SCWOS to track the ITAs, obligations and expenditures as well as an internal method of capturing any data not reported by SCWOS. If the Grantee elects to use a system in conjunction with SCWOS to track the ITAs, obligations, and expenditures, the alternative database system must be approved by WDB staff and must be able to generate accurate, real-time reports to include ITA balances, obligations, vouchers, and expenditures.

6.15.3 The Grantee shall manage the Individual Training Account (ITA) funds disbursements and balances in accordance to policies and procedures established by the WDB. The Grantee shall report obligations and encumbrances accurately across program years and across program fund streams.

6.15.4 The Grantee will be responsible for all billing and invoicing regarding ITAs.

6.15.5 The Grantee shall establish relationships with vendors to provide background checks, sled checks, physicals, etc.

6.16.0 Training Cap

6.16.1 The State has issued a Training Cap per participant's lifetime to be \$14,000. WorkLink has further defined the Training Cap as not to exceed \$5,000 per program year, not to exceed \$10,000 in a lifetime. (WorkLink WIOA Instruction letter 10-07, Participant Lifetime Training Account (ITA) Cap)

6.16.2 The Grantee shall be required to track all expenditures, obligations, and encumbrances in a timely, accurate fashion. WIOA participants may not exceed the State's training cap regardless of which region in South Carolina they access WIOA funds. All funds must be easily reported to other regions in the State.

6.17.0 Support Services

6.17.1 Supportive services are those necessary to assist participants to be successful in achieving their goals. This may include transportation, childcare, work-related tools, clothing, housing, etc. To the extent possible, programs should address supportive service needs through leveraging existing resources and other partnerships before expending WIOA funds. (20 CFR 680.900) An identified supportive service need must be documented in an assessment and incorporated into the IEP.

6.17.2 The Grantee may pay Needs-Related Payments to eligible participants. Needs related payments are provided to unemployed adults and dislocated workers if the eligible client has been enrolled in an allowable activity.

6.18.3 Eligible Adults and Dislocated Workers must be unemployed; do not qualify for, or ceased qualifying for TANF, Trade Adjustment Assistance, or unemployment compensation; and must be enrolled in a program of training services under WIOA/TAA.

6.18.4 The WorkLink WDB has currently capped supportive services at \$3,000 per participant per year.

6.18.5 The grantee shall continuously review the participant's supportive services needs and make every effort to assist the participant in overcoming those needs as they relate to the achievement of his/her employment goal, the availability of other community based supportive services entities with the ability to help, the availability of WIOA supportive services funds, and any guidelines established by the WorkLink Workforce Development Board. Case managers must follow WorkLink's policy in determining eligibility for receipt of supportive services.

6.18.6 Supportive services (using WIOA funds) may be provided only when they are necessary to enable the individual to participate in Title I activities. Therefore, supportive services are not stand-alone services.

6.18.7 Supportive services funded by WIOA should only be provided after other resources such as family, friends, DSS and other partner agencies have been exhausted.

6.18.8 With the exception of transportation reimbursement, supportive service should not be paid directly to the participant. Supportive Services should be issued directly to the provider of service. All exceptions to the rule must be documented in case notes with a clear explanation of why the reimbursement went to the participant instead of the provider of service. The following supportive services are allowable for eligible WIOA participants:

- Child/Dependent Care
- Transportation Assistance
- Medical
- Temporary Shelter
- Other, as defined by WorkLink's Supportive Service policy

6.18.9 Supportive Services for Work-Based Learning opportunities, such as OJT, will be administered under this grant award. The Business Service Lead/ Representative will be accountable for the timely expenditure of the WBL Supportive Services portion of the budget.

7.0.0 SERVICES TO CO-ENROLLED WIOA/TRADE PARTICIPANTS

7.0.1 WIOA Case Managers shall assist all co-enrolled WIOA/TAA eligible participants with training recommendations. Training recommendations paid for by TAA must be approved by an authorized TAA Case Manager. A WIOA/TAA eligible participant may not be placed into training until after final approval of the training recommendation by TAA staff.

7.0.2 WIOA Case Managers may recommend training for activities listed under the Activity Codes definitions for TAA funded activities. These definitions can be viewed in the Staff Online Resources section of SCWOS.

7.0.3 All TAA participants referred to WIOA must be co-enrolled if eligible for WIOA services.

8.0.0 RETENTION AND FOLLOW-UP SERVICES FOR WIOA PARTICIPANTS

8.0.1 The grantee will develop a retention program that will enhance performance measures and encourage success in participants. A retention program may include on-site visits with the employer after the participant is placed, workshops that promote keeping a job, etc.

8.0.2 The Grantee shall implement a system that ensures follow-up services are provided to participants in a timely and accurate basis. The Grantee shall implement a process that begins with engaging the participant

prior to his/her planned completion date (no longer planning future services the IEP goals have been achieved), immediately upon exit from the program, and during the post-program follow-up retention period.

8.0.3 The Grantee shall implement a follow-up system that:

- offers a board range of services and activities to those participants who exited the program;
- is systematic and ensures timely intervention with participants
- addresses other crucial program design, such as assessing program effectiveness, enhancing program quality, and developing performance management and data quality.

8.1.0 *Case Closures*

8.1.1 At least ninety (90) days prior to their planned completion date (no longer planning future services), the case manager shall begin a process for maintaining closer and frequent contacts with their participants. The process should include, but not be limited to:

- Assessing their current personal status;
- Potential employment opportunities; and
- Exit placement status.

8.1.2 Regardless of their employment status, the case manager is required to have at least one (1) contact with the participant per month during the ninety-day period. It is highly recommended that these contacts be conducted in person, i.e., face-to face visitations. Contacts will include, but not be limited to, review and evaluation of the progress made toward education, training, and employment goals, and revisions made, as appropriate, to the IEP. Contact methods may include personal visits, phone, e-mails, letter, or other. Frequency should be dependent on need.

8.1.3 All contacts with participants during the 90-day period and post-program follow-up period must be fully documented in the participant's case notes or if additional goals are needed documented in the IEP (Individual Employment Plan) and Case Closure deleted.

8.1.4 The Grantee shall close individual cases in the SCWOS System in a timely manner when no further services are planned or identified on the IEP or expected as outlined in the Training & Education Guidance Letter # 17-05 (TEGL 17-05, 17-05, change1 and TEGL 17-05, change 2 have all been cancelled) (State Instruction Letter 18-01).

8.1.5 During this period (Case Closure), it is important that the case manager maintain a high level of service to help facilitate the smooth transition into unsubsidized employment.

8.2.0 **Follow-Up Requirements**

8.2.1 In accordance to WIOA performance measures definitions, Adults and Dislocated Workers who are placed in unsubsidized employment must receive follow-up services for a minimum of 12 months after the first

date of employment (ideally coinciding with exit from WIOA). Follow-up will be noted in the SCWOS System.

- 8.2.2 Follow-Up Services are provided to individuals who have exited the WIOA Adult or Dislocated Worker programs within a prior 12-month period. Follow-up services may include but are not limited to: individual counseling and career planning, job search assistance, job club, group counseling, outreach/intake/orientation, labor market information, information about additional opportunities, and referral to support services available in the community.
- 8.2.3 The Case Manager shall begin providing follow-up services over the 90-day period after the participant exits WIOA participation. Follow-Up Ad Hoc reports should not be used as the primary tool to capture missing data, but as a check-and-balance system for those participants that may have been overlooked while providing follow-up services to individuals who have exited.
- 8.2.4 Case Managers should attempt multiple times (minimum of five contact attempts) over the 90-day period to provide follow-up services and capture performance measures data. The SCWOS system requires a minimum of five contacts be made before the Case Manager may close out a participant's SCWOS file as an unsuccessful location of a participant. Making five (5) different types of attempts in one day and closing out the record is not considered adequate when providing follow-up services. The case manager should endeavor to reach out in a variety of methods, at various times during the 90-day period, and should only be considered not locatable after 5 follow-up attempts.
- 8.2.5 The emphasis of workplace counseling activities should be directed to assisting the participant in retaining employment, increasing earnings, and completing education requirements. The case manager may assist in arranging a wide array of services designed to improve the employment status of the participant during follow-up. The case manager should also include non-WIOA services in these strategies, arranging for appropriate referrals to partners. For those participants needing assistance with finding employment, grantee staff shall make available pre-employment activities, such as: interviewing skills, career awareness, job club, and resume writing.
- 8.2.6 During the follow-up period, if it becomes necessary to utilize WIOA services beyond those available through the follow-up component, then re-enrollment into WIOA will be required.
- 8.3.0 *Capturing Follow-Up Data*
 - 8.3.1 The primary purpose for the WIOA Follow-Up form is in predicting federal performance and to collect data that may be used as supplemental sources for federal reporting. The system will not provide access to this tool until the individual has been officially exited from the WIOA program (WP and TAA), either through the hard or soft exit process.
 - 8.3.2 Utilizing the guidelines on managing follow-up for WIOA Adults and Dislocated Workers provided above, the Grantee must develop a systemic approach for maintaining contact and interaction with the participant during follow-up services.

- 8.3.3 The system should include making frequent contacts with participants that are based on timelines that follow the program quarters and are consistent with other key factors, such as: entered employment, employment retention, skills progression, credential attainment, and median earnings.
- 8.3.4 Grantee must record all follow-up services provided in SCWOS. Grantee must comply with the rules and procedures as outlined in the SCWOS Staff Users Guide, Adult/DW Activity Code Information and Adult/DW Activity Code Definitions for entering the correct follow-up codes for tracking WIOA follow-up services. These procedures provide information that must be followed to ensure the accurate recording in SCWOS of all follow-up services to WIOA Adult and Dislocated Worker exiters. Grantee must include this information as part of their standard operating procedures.
- 8.3.5 Continued poor performance will lead to sanctions.
- 8.3.6 While the majority of employment in a State's workforce is "covered" and will be in the UI wage records, certain types of employers and employees are excluded by Federal unemployment law standards or are not covered under a State's UI law.
- 8.3.7 "Uncovered" employment typically includes Federal employment, postal service, military, railroad, out-of-state employment, self-employment, some agricultural employment, and some employment where earnings are primarily based on commission.
- 8.3.8 South Carolina will utilize the case management process and follow-up services to obtain the supplemental data. USDOL requires that all data and methods to supplement wage record data must be documented and are subject to audit. See the WorkLink issued Data Validation Instruction Letter for additional details. (20-07)
- 8.3.9 Effective follow-up services will help improve WIOA program performance. Participant follow-up activities should be designed to maximize the successful achievement of these measures. Previous studies indicate that a high percentage of job loss occurs in the first week of new employment. Thus, as a "best practice" it is recommended that follow-up interviews be scheduled on the first, second and fourth weeks after placement because these are the most critical points in the transition to work.
- 8.3.10 Under WIOA the second and fourth quarter after the exit quarters are pivotal measurement quarters for all of the Adult and Dislocated Worker measures. Further guidance from DOL, the State, and WDB staff will be forthcoming regarding performance measures.

9.0.0 **WIOA PARTICIPANT FILE REQUIREMENTS**

- 9.0.1 A Case file shall be maintained for each eligibility determination application (assigned a unique identification number). Case files must include information and documentation of the following:
- Program eligibility/determination of need
 - SCWOS change forms

- Initial and Comprehensive Assessments
- IEP, including all updates
- Approved ITA paperwork
- Progress reports, time and attendance if receiving WIOA funded training
- Computer generated case notes (requiring customer signature)

9.0.2 Electronic files may be kept as long as they are accessible by monitors from WorkLink, the State of South Carolina, and the Department of Labor. Electronic file records must include participant signatures on all documents.

9.0.3 The participant's hard file is maintained in the office where the participant case manager is located. There should be only one hard copy of the participant file per applicant identification number. The applicant identification number is a unique number assigned by SCWOS.

Note: The individual's Official Case File is the electronic SCWOS file. Evidence of service must be in the SCWOS System.

9.0.4 The Grantee shall keep and make available for inspection by authorized representatives of WorkLink, the Department of Employment and Workforce, and the United States Department of Labor, the Grantee's regular business records and such additional records pertaining to this Grant as may be required by WorkLink, the Department of Employment and Workforce, and the United States Department of Labor.

10.0.1 **DATABASE MANAGEMENT INFORMATION SYSTEM**

10.0.2 The Grantee is to use the South Carolina Works Online System (SCWOS) as the real-time, on-line reporting system for WIOA intake, case management, tracking of services, follow-up and reporting. The Grantee should maintain and be knowledgeable of the following resources:

- a. SCWOS Individual User Guide
- b. SCWOS Staff User Guide
- c. WorkLink Instruction Letters

10.0.3 In order to protect records stored in the SCWOS system, Grantee staff shall not auto save usernames or passwords in the SCWOS system. The SCWOS system is the official reporting system for the State to Department of Labor and contains confidential information. All sensitive information like Social Security Numbers, Account numbers, etc. shall be marked out in all records unless for the sole purpose of employment.

10.0.4 The document scanning capabilities in SCWOS are now available. The Grantee should begin to upload appropriate documents into SCWOS. The following are guidelines on what to scan into SCWOS:

- All documents related to WIOA eligibility
- Any documents related to data validation
- Copies of diplomas, degrees, certificates, etc.

The following are guidelines on what NOT to scan into SCWOS:

- Documents containing social security numbers (unless they are redacted or blacked out)
- Medical and disability related documentation, or criminal records, as this would be a violation of medical or other privacy laws
- Documents that may be found elsewhere in the system such as resumes, printed case notes, etc.
- Documents that are not necessary for case management – personal notes, letters, etc.

10.0.5 The Grantee should maintain and be knowledgeable of all active WorkLink WIOA/SCWOS Instruction Letters.

11.0.0 PERFORMANCE STANDARDS

11.0.1 Adult/DW Program Management Deliverables:

- At a minimum, meets all performance measures (WIOA measures, Business Plan, WDB goals, customer satisfaction, etc.)
- Integrates Board supported Career Readiness Testing into the WIOA program
- Establishes a systematic way of providing and delivering soft skills and job retention skills to WIOA participants
- Utilizes Career Pathway models in guiding participants into training
- Ongoing, executed Staff Development and Training plan for all WIOA staff, participates in SC Works Center training and staff development plans
- At a minimum, meets negotiated contractor goals for WIOA program participation (i.e. expenditure levels, enrollments, training levels, etc.)
- Ongoing participation in workforce development related community events
- Ongoing collaboration and information sharing with the WDB staff
- Up-to-date and executed Outreach plan for the WIOA program
- Maximizes direct participant costs, minimizes salaries and overhead while maintaining quality services
- Expends a minimum of 95% of their budget; every effort should be made to expend 100%
- Other goals that support the Scope of Work

11.0.2 The Number of Participants to be Served by the WIOA Program Grantee

Category	Carryover (active & follow-up)	New Enrollments	Total
Adults	136	64	200
Dislocated Workers	24	11	35
Total	160	75	235

11.0.3 An attempt to fill participant slots will be distributed fairly as follows:

Adult Program:	Anderson County	56.85%
	Oconee County	8.08%
	Pickens County	35.07%
Dislocated Worker Program:	Anderson County	62.91%
	Oconee County	11.88%
	Pickens County	25.21%

11.1.0 Performance Measures

11.1.1 WIOA funding is partially based on achieving Department of Labor’s performance measures regarding employment and training. The service provider will be responsible for the follow-up and performance measures data for WIOA and should be prepared to track the data for WIOA performance.

The WIOA performance measures are described below:

- **Employment** - To increase employment, as measured by entry into unsubsidized employment (2nd quarter after exit);
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (4th quarter after exit); and
- **Median Earnings** - To increase earnings received in unsubsidized employment (median of 2nd quarter wages after exit).
- **Credential Rate** – To increase credentials or diplomas obtained during or immediately after program exit.
 - *Definition:* Percentage of participants who obtain a recognized post-secondary credential or diploma during participation or within 1 year after program exit.
- **In-Program Skills Gain** – To increase the skills obtained through education leading to a credential or employment during the program year.
 - *Definition:* Percentage of participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real-time.
- **Employer Services** – To indicate effectiveness in serving employers.
 - Number and definitions are pending.

The Program Management Grantee will be responsible for meeting all performance measures as laid out by DOL.

In the event that the State and/or the WorkLink WDB sets additional goals to indicate the success of the system or centers, the Operator and the Program Management grantee will also be required to meet those goals and/or measures as well. The Operator and Program Management grantee will be responsible for all performance data regardless of provider. If requested (and in the event that there are multiple providers), data can be broken down by service provider.

11.1.2 The Grantee shall be required to achieve performance goals negotiated between the South Carolina Department of Employment and Workforce and Department of Labor and the WorkLink Workforce Development Area. Below are the performance measures for PY2023. Performance negotiations have not

been completed as of this statement of work issuance. Final performance measures for PY2024 will be updated as soon as negotiations have been finalized.

Adults:	Entered Employment 2 nd Qtr after Exit	81.1%
	Entered Employment 4 th Qtr after Exit	81.8%
	Median Earnings 2 nd Qtrs after Exit	\$6,200
	Credential Attainment w/i 4 Qtrs after Exit	73.8%
	Measurable skills gains	55.2%
	Employer Services	TBD
Dislocated Worker:	Entered Employment 2 nd Qtr after Exit	83.3%
	Entered Employment 4 th Qtr after Exit	83.4%
	Median Earnings 2 nd Qtrs after Exit	\$7,935
	Credential Attainment w/i 4 Qtrs after Exit	67.1%
	Measurable skills gains	60.0%
	Employer Services	TBD

11.1.2 In addition to these measures, the WorkLink Workforce Development Board requires that the Grantee maintain a minimum overall “Satisfactory” customer service satisfaction rating from job seekers and employers.

11.1.3 Employment goals are measured using Unemployment Insurance Wage Records systems, and customer satisfaction goals are measured by sampling. The State is currently managing all data collection regarding employment goals and customer service (job seeker and employer) satisfaction. The Contractor will be responsible for capturing all credentials and entering them into SCWOS as well as all In-program skills gains. The Contractor will be required to provide follow-up services to WIOA participants for all four quarters.

12.0.0 REPORTING

12.0.1 Monthly and Quarterly Reports: Routine monthly and quarterly written reports shall be due by the tenth (10th) calendar day of the month following the month being reported on.

12.0.2 The Grantee shall submit the following reports to the Workforce Development Board staff:

Must be available upon request:

- a) Customer Service Satisfaction Report;
- b) Current inventory log;
- c) Complaint log;

Due by the end of the 10th day of each month:

- d) WIOA Title I-B Report – to include how many entered training and the provider of the training; real time expenditures, including Individual Training Account expenditures and supportive services; obligations for future expenditures; customer satisfaction results from participants, employers, and training sites; job search services; job development attempts and contacts; number

of participants who entered employment; number of workshops and number who attended; and any significant activities, successes, or observations

- e) Status of goals and budget flow;
- f) Workshop calendar attendance (calendar should be reported by no later than the 10th day of the preceding month);
- g) Career Readiness Certificate Testing Documentation;
- h) Financial Reports;

Due within 15 calendar days of the end of the Quarter:

- i) Sub-Grantee Monitoring Reports; and
- j) Three (3) success stories.

12.1.0 Financial Reports

12.1.1 Financial reports will be prepared and submitted to the WDB Office by the 10th day of the following month. Financial Reports include:

- Monthly request for payment
- Payroll Register
- Supportive Services Check Register
- General Ledger
- YTD Expenditure Reports
- FSR-S
- Contract Obligations by Fund Stream
- ITA Obligations (and encumbrances) by Fund Stream and by Program Year

12.1.2 The financial report will be put in the drop box or emailed to: jkelly@worklinkweb.com.

12.1.3 Reimbursements should not exceed the Spending Plan (by line item) that is a part of this agreement. This is by line item of the budget, not the invoice. If funds in excess of the plan are requested a detailed explanation must accompany the request.

12.1.4 The Grantee must expend **95%** of the Grant funds in this grant budget by June 30, 2025. Performance shall be based on ability to expend funds in a timely manner, and on the accuracy of financial records and reporting.

12.1.5 The Grantee may request budget changes from WorkLink in order to meet the needs of the customer. No changes may be made to the budgets, client flow, or client projections without prior approval from the WDB. Grant modification requests will be accepted between October 1, 2024 and **May 31**, 2025. Requests for modifications must be made in writing at least 2 weeks prior to the next scheduled OneStop Operations Committee. Requests must be submitted on the forms provided to you by WDB staff. **The board will consider final modifications between May 31 and June 15, 2025 if necessary due to unforeseen extenuating circumstances.**

- 12.1.6 The Grantee shall follow generally accepted accounting principles, guidance provided by Department of Labor, the State of South Carolina, the WorkLink Workforce Development Board, and the Appalachian Council of Governments, regarding Workforce Innovation and Opportunity Act funds.
- 12.1.7 Accurate, current and complete disclosure of the financial results of WIOA grant activities must be made in accordance with SCDEW grant reporting requirements. This means that the allowable costs reported to the State and to the local WDB must be traceable to accounting records. In addition, all allowable costs and activities must be reported, and the reports must be submitted in the format specified by SCDEW Finance. For WIOA grants, the LWIOA must report expenditures and obligations on a monthly basis for each open grant. The Project Accountant will maintain an in-house methodology for tracking obligations and expenditures. This information and reports will be made available upon request.
- 12.1.8 The Grantee shall report monthly using the Individual Training Account (ITA) database, expenditure report, and invoices by no later than the 10th day of the month. Obligations and accruals are not the same thing. The Grantee shall report obligations by fund stream and program year that are supported by ITAs, valid purchase orders, grants, and other written agreements.
- 12.1.9 The Grantee will track ITA obligations and expenditures using an in-house developed methodology. The ITA tracking should be updated to reflect obligations, de-obligations, encumbrances, and expenditures. This system should reflect real-time data; therefore, it is expected that updates to ITAs and OJT obligations and de-obligations be entered into within 2 business days of the date of the signed ITA or be entered within 2 business days of the date of the signed ITA or OJT contract. OJT de-obligations should be entered within 2 business days of the contract end date or date participant was laid off, quit, or fired.
- 12.1.10 Financial closeouts will be due to the WorkLink WDB staff by July 15, 2025. The Closeout Package will include the following documents: Grantee's Release Form, Grant Award Adjustment Form, Financial Status Report (FSR), Outstanding Accruals Register, and Property Control Record Form.
- 12.1.11 Invoices for reimbursements will not be processed if monthly financial reports are delinquent. All invoices and appropriate reports shall be emailed to the WorkLink address no later than the 10th of each month.
- 12.1.12 Any incentive/bonus wages set-aside in the associated grant budget worksheet(s) shall be distributed to WIOA-funded staff as a one-time salary increase (also known as a bonus or an incentive) for reaching internally set performance goals associated with the grant. All one-time salary increases should be issued prior to the end of the grant period. Any funds not expended for this purpose will be returned to the WDB. The methodology and documentation for determining the performance goals, amount of funds to be awarded, and which staff are eligible to receive the one-time salary increase shall be available for monitors review at any time prior to or after the distribution of the bonus.
- 12.1.13 This is a reimbursable grant, therefore, funds must be expended by the Grantee before a request is made to the WDB for reimbursement. The closeout package must reflect any payments made after the grant period that applies to expenses incurred during the grant period.

13.0.0 **DISALLOWED COSTS**

13.0.1 The Grantee shall reimburse any and all costs determined to be disallowed costs in connection with the activities in this grant from non-WIOA fund sources. All suspected incidents of disallowed cost should be reported immediately to the WorkLink WDB staff.

13.0.2 The WorkLink Workforce Development Board understands that WIOA funded staff are employees of the Grantee. However, WIOA uses Federal Funds that are intended for use as specified in the Act and Regulations.

13.0.3 WIOA funded staff may need to participate in activities of the employing agency such as staff meetings. However, participating in activities not specifically mentioned in this grant or in the interest of WIOA, SC Works, or the Workforce Development Board may be considered disallowed costs.

14.0.0 **PROCUREMENT/UTILIZATION OF PROPERTY**

14.0.1 The Grantee is held accountable for any WIOA property/equipment shown on the property inventory for the SC Works sites and will adhere to the Property Procurement rules as established by the SC Appalachian Council of Governments. All purchases will be made in accordance with procedures outlined in the Property Procurement Handbook.

14.0.2 Property and/or equipment will be inventoried at least yearly and a copy of the inventory sent to the WDB office. WDB staff will include inventory monitoring in their monitoring visit at least yearly. Property control records must contain the following fields per 29 CFR 97.32 Equipment (d) (1), "Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property."

14.0.3 **The Local Workforce Development Areas (LWDAs) receive a small percentage of their total Adult and Dislocated Worker allocations at the beginning of the program year. The remaining amount becomes available on October 1. No large expenditures, other than training related costs, will be approved prior to October 1. No salary increases will be approved until after the WorkLink WDB receives it's Notice of Funds Available (NFA) for the yearly allotment (typically occurs around October 1).**

14.0.4 All equipment is intended for the purpose of providing WIOA services. All equipment purchased with WIOA dollars is to only be used for WIOA services unless given written permission by the Program Director for rapid response.

14.0.5 At the end of this grant period, all usable property, including intellectual property, and regardless of value, must be returned or given to the WDB for continuance of WIOA services.

15.0.0 ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES

- 15.0.1 The parties to this agreement shall cooperate and adhere to all personnel administration and financial policies and procedures as issued WorkLink Workforce Development Board, Appalachian Council of Governments, SC Department of Employment and Workforce, and Department of Labor.
- 15.0.2 Program Administration will be monitored by WDB staff on an on-going basis for compliance with the Act, Regulations, Statement of Work, financial reporting, Data System reporting, and other administrative instructions.
- 15.0.3 If deviations in any area are deemed serious, the WDB will be so advised and may elect to begin sanction procedures.
- 15.0.4 The Grantee will keep a log of all complaints received and the disposition of such complaints. The Grantee will advise the WDB Executive Director immediately if a complaint is filed. This report is due on the 10th day after a quarter ends.
- 15.0.5 The Grantee promises and attests that the Grantee and any members of its staff and governing body shall avoid any actual or potential conflicts of interest.
- 15.0.6 The Grantee agrees to comply and to require its officers, employees and agents to comply with all applicable WorkLink, Department of Employment and Workforce, WIOA Division, or United States Department of Labor statutes or regulations regarding confidentiality in the operation of WIOA funded programs.
- 15.0.7 The Grantee shall not enter into sub-grants for any work contemplated under this Grant and shall not assign this Grant or monies without the prior written consent of the WorkLink Executive Director or designee.

15.1.0 Grantee Central Files

- 15.1.1 At a minimum, the following documents will be maintained in the Grantee's central files and will be available for on-site monitoring purposes:
- Grant;
 - Copy of Act and Applicable Federal Regulations;
 - Staff Job Descriptions;
 - Staff Time and Attendance to include annual leave hours, sick leave hours, and holiday hours. Time and Attendance must be kept using assigned Project Codes by function in order to trace activities by funding streams (these documents must be available to the monitors but may be kept in another location);
 - Financial Procedures (these documents must be available to the monitors but may be kept in another location);
 - Property-Procurement Procedures;

- Workforce Development Area Instruction Letters;
- Financial Reports and Back-up Documentation (these documents must be available to the monitors but may be kept in another location);
- Copy of approved “out of area” travel requests (these documents must be available to the monitors but may be kept in another location);
- Monitoring Report and Replies; and
- Log of Complaints.

15.2.0 Staffing

- 15.2.1 The authorized permanent personnel funded by this agreement are reflected in the budget. Job descriptions will be maintained for each position. Only staff listed in the budget may be paid utilizing funds from this grant. Staff funded with WIOA funds may only perform WIOA duties when they are charging to WIOA on their time sheets. Timesheets shall be made available to WDB staff during monitoring. The WorkLink WDB reserves the right to provide input into hiring and termination of WIOA-funded staff.
- 15.2.2 The Grantee will submit to WDB staff in writing the following items:
1. The names of New WIOA hires or resignations/terminations for any reason;
 2. SCWOS Staff-account activations, changes (within 2 days of hire or change), and deactivations (within 24 hours);
 3. A Technical Assistance request for SCWOS Training and WIOA Orientation from WDB; and
 4. A request to meet WDB staff.
- 15.2.3 The Grantee shall schedule appropriate training sessions for all new and existing WIOA-funded staff, including scheduling an orientation session with the WDB staff within one week of WIOA employee’s start date.
- 15.2.4 The Grantee shall have all part- and full-time staff participate in and support professional development efforts initiated or approved by the WorkLink Workforce Development Board, to include regularly scheduled grantee meetings and appropriate conferences and workshops.
- 15.2.5 Travel outside of the WorkLink region requires written Executive Director approval prior to the expenditure of WIOA funds.
- 15.2.6 For Rapid Response purposes, schedules will remain flexible to accommodate individuals affected by plant closings or personnel vacancies or program design; staff will lend support in other counties within the region.
- 15.2.7 To comply with the nondiscrimination provisions in Section 188 of the Workforce Innovation and Opportunity Act, to serve customers who speak English as a Second Language or individuals who may be hearing impaired, the Grantee will secure through either a Grant agreement or a voluntary arrangement,

an interpreter(s) to effectively communicate with and serve this segment of the population. English and Spanish must be available. The Grantee will take every possible measure to serve persons with disabilities.

15.2.8 The Grantee shall provide ongoing training to Workforce Innovation and Opportunity Act funded staff on aspects of the American with Disabilities Act and training on meeting their accommodation needs and effectively communicating with individuals with disabilities.

15.2.9 The Workforce Innovation and Opportunity Act is an Equal Opportunity Program. Accommodations will be made for individuals with disabilities.

15.2.10 With the increased emphasis on customer satisfaction under the Workforce Innovation and Opportunity Act and the SC Works Certification Standards, the Grantee will conduct on-going customer service training with staff and other partner staff. Workforce Center staff will participate in any training provided by the WorkLink WDB.

15.2.11 Staff should not be absent from the SC Works without adequate coverage.

15.3.0 **Monitoring**

15.3.1 On-site programmatic, Equal Opportunity, and financial monitoring will be completed at least once during the period of this agreement. WDB staff is available upon request to the SC Works site for technical assistance and training. Submit a Technical Assistance form for any requested training. All new staff should be trained on SCWOS before utilizing the system.

15.4.0 **Record Keeping Requirements**

15.4.1 Records will be maintained per Section 185 of the Workforce Innovation and Opportunity Act of 2014.

15.4.2 The Grantee should follow the procedures set forth in the File Retention and Records Keeping policy for file management and storage.

15.4.3 *Time Keeping Requirements for WIOA Grantee Staff and WIOA Participants*

15.4.4 The grantee shall document and maintain time and attendance records as follows:

15.4.5 *WIOA Grantee Staff*

15.4.6 Record of WIOA staff member hours of annual leave, sick leave, and holiday will be maintained. The records must be signed by the staff member and his/her supervisor and maintained in a central file. The Grantee will be responsible for paying out any leave at the termination of this grant.

15.4.7 *WIOA/TAA Participants*

15.4.8 A time sheet or record of hours spent in Training Services shall be maintained in the participant's hard file.

15.5.0 Payments to WIOA Participants

15.5.1 WIOA participants may be eligible to receive supportive services payments and/or needs-based payments. The grantee shall make these payments directly to WIOA participants when applicable. The grantee shall also make sure that there are checks and balances between the maintenance of time sheets or other source documents and the cutting and disbursement of the checks to participants. Failure to fully document the basis for issuing any of the **forementioned** payments to participants may result in disallowed costs. The grantee shall reimburse disallowed costs to the WorkLink Workforce Development Area from non-WIOA fund sources.

15.6.0 Insurance for WIOA Participants

15.6.1 The Grantee shall provide insurance coverage for participants as follows:

15.6.2 Classroom Training and Customized Training

15.6.3 Adequate Accident Insurance Coverage for WIOA participants shall be provided while they are participating in training.

15.6.4 WIOA grantees using motor vehicles in conducting services shall provide automobile insurance that clearly specifies that the WorkLink WDB, SC Appalachian Council of Governments and/or staff are held harmless against claims arising from ownership, maintenance, or use of said vehicle.

15.7.0 Recouping of Non-Expendable Training Equipment

15.7.1 The Grantee shall establish an in-house policy and procedure for recouping non-expendable training equipment (items designed to last more than one year) when a WIOA participant concludes early. The policy should be submitted for review by WorkLink.

16.0.0 SANCTIONS

16.0.1 The WorkLink Workforce Development Board may impose sanctions on the grantee when continued non-compliance with this Grant agreement, other policy and procedures of the Board, the Act and/or its regulations exists, or failure to meet DOL, State, and WorkLink performance measures.

16.0.2 After each quarter, WorkLink staff will evaluate, if for three consecutive months the actual vs. planned, fails to meet the **95%** of the planned goal, WorkLink may issue sanctions.

17.0.0 PROGRAM OVERSIGHT

17.0.1 The Grantee acknowledges the right and responsibility of the WorkLink Workforce Development Board, the SC Department of Employment and Workforce, and the US Department of Labor and/or their representatives under the provisions of the WIOA to conduct program oversight or monitoring on an announced and/or unannounced basis. The grantee shall further assist in a cooperative manner, the agents, or representatives of the aforementioned entities when conducting on-site monitoring or audits of WIOA funded program activities.

18.0.0 WIOA TERMS AND CONDITIONS

18.0.1 The terms and conditions for this grant are attached. The Grantee will adhere to all areas listed in the WIOA Terms and Conditions. In addition to the State issued terms and conditions, a locally defined set of terms and conditions is forthcoming. Upon approval and receipt from the WDB, the grantee agrees to abide by the locally defined terms and conditions addendum to the State Terms and Conditions.

19.0.0 GRANT MODIFICATION

19.0.1 Any change in this Grant or documents a part hereof, can be changed only by means of an official modification of this Grant.

19.0.2 The amount of this Grant may be increased with the approval of both parties, if the Workforce Development Area has funds available, and it is determined by the Workforce Development Board to be in the best interest of the Workforce Development Area to increase the amount of the Grant. Modifications shall not be processed without a cost price analysis and updated budget summary, budget detail sheets, and client and budget flow sheets accompanying the request for modification. All modification requests to this grant should be submitted to WorkLink prior to **May 31, 2025**. **The board will consider final modifications between May 31 and June 15, 2025 if necessary due to unforeseen extenuating circumstances.**

19.0.3 **Funding for the Grants is dependent on formula allocations and carryover. In the event that the allocation for 2024 is lower than 2023, WorkLink may deobligate to reduce funding proportionately.**

20.0.0 GRANT CLOSEOUT

20.0.1 Grants will be closed-out by **July 15th** following the end of the program year. All invoices for payment of expenditures must be submitted prior to or enclosed with the closeout package. Invoices submitted after the grant closeout will not be paid. A copy of the closeout packet may be requested from WDB staff.

21.0.0 COMPLIANCE WITH SECTIONS 188 OF THE ACT AND 29 CFR PART 38

21.0.1 As a condition to this award of financial assistance from the Department of Labor under Title I of WIOA, the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. WIOA Section 188 (29 CFR, Part 38);

- b. Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972, as amended;
- c. Title VII of the Civil Rights Act, as amended;
- d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), as amended;
- e. The Age Discrimination Act of 1975 (42 U.S.C. §6101), as amended;
- f. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101), as amended;
- g. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688), as amended;
- h. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program;
- i. Title II of the Genetic Information Nondiscrimination Act of 2008;
- j. Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations (signed December 12, 2002);
- k. Section 508 of the Rehabilitation Act (29 U.S.C. §794d);
- l. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP);
- m. 29 CFR Part 38 and all other regulations and instruction letters implementing the above.

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

21.0.3 The grantee is required to use e-verify to determine each hire's eligibility to work in the United States. The Grantee will be responsible for any disallowed cost in the event that an employee is found to not be eligible to work in the United States.

21.0.4 *Regulations and Requirements*

Uniform guidance was issued in 2 CFR Part 200 and 2 CFR Part 2900. The Employment and Training Administration issued TEGL 15-14 that gives guidance on this reform

The recipient/sub-recipient/sub-contractor must comply with the following federal regulations and requirements:

- i. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
- ii. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
- iii. 2 CFR 200 Uniform administrative requirements, cost principles, and audit requirements for federal awards
- iv. 48 CFR Part 31 (applies to commercial organizations);
- v. 29 CFR Part 95 which codifies OMB A-122;
- vi. 29 CFR Part 97 which codifies OMB A-87;
- vii. Section 504 of the Rehabilitation Act of 1973, as amended;
- viii. Section 508 of the Rehabilitation Act of 1973, as amended;

- ix. Age Discrimination Act of 1975, as amended;
- x. Title IX of the Education Amendments of 1972, as amended;
- xi. Section 167 of the Job Training Partnership Act, as amended;
- xii. Section 188 of the Workforce Innovation and Opportunity Act of 2014;
- xiii. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
- xiv. Title VI of the Civil Rights Act of 1964, as amended;
- xv. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
- xvi. Equal Pay Act of 1963, as amended;
- xvii. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA);
- xviii. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
- xix. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
- xx. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
- xxi. Executive Order 11478 Equal Employment Opportunity in the Federal Government.
- xxii. ADA Amendments of 2008

21.0.5 The grantee understands that the United States has the right to seek judicial enforcement of this assurance.

21.0.6 The grantee should be familiar with TEGL 9-12, “Human Trafficking: The Role of the Public Workforce system in the Delivery of Services and Referrals to Victims of Trafficking.”

22.0.0 **EFFECTIVE DATE OF GRANT**

22.0.1 The effective dates of this Grant are July 1, 2024 through June 30, 2025.

ATTACHMENT I

A Guide to Writing Effective Case Notes

BRO CRIP is an acronym that you can use to help remind you of everything that you should include when writing a case note. BRO CRIP is discussed below:

1. **B = Background.** It includes the situation, context, setting, conditions, circumstances, and framework that underlie the session and the case management relationship. It is not necessary to include background information in a case note that already exists elsewhere in the case file, but if anything new occurs that sheds new light on the background of the case, it should be included in the case note. Regardless whether a background statement is included in any given case note, the background should always be considered when writing case notes.
2. **R = Reason.** It is the purpose, function, rationale, or intended usefulness of the interview. In essence, why are you meeting with the customer? If you don't have reason, then don't meet. If you do have a reason, be sure to include it in the case note.
3. **O = Observations.** This is the personal situation of the customer at the time of the meeting. It could include both behaviors and actions (for example, the customer was late or smelled of alcohol), but it should never include your opinion (for example, the customer had a bad attitude).
4. **C = Content.** This is the actual substance of the meeting. It is a summary of the key events. It explains what happened during the meeting. It is not necessary to document everything that everybody said, but in one or two sentences, you should try to summarize the main things that happened during the meeting for the record.
5. **R = Results.** This is the outcome of the meeting. It is an evaluation of how well the meeting went, in light of its intended purpose. Did you achieve your REASON for meeting? If so, state it. If not, explain what was not achieved.
6. **I = Impressions.** This is an overall assessment of the progress the customer is making towards his/her goals. It should be based on the achievement objectives in the plan (IEP) and the timelines that have been established during the planning process. It is not just guesswork.
7. **P = Plans.** This is the next step for you and the customer to take. It includes any assignments you may have given to the customer, as well as documentation of when you will meet again and what you hope to accomplish at the next meeting (REASON).

Part I

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

1.0 Purpose

1.1 The purpose of this grant is to provide Eckerd with WIOA Statewide Activities funds for the provision of demand-driven training activities.

2.0 Terms of Agreement

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

3.0 Period of Performance

3.1 The grant award is for a period of 12 months, from October 1, 2023 – September 30, 2024. Any sub-awards or sub-contracts written under this grant must also end by September 30, 2024. Any exceptions must receive prior approval from WorkLink.

4.0 Obligation and Fund Utilization Requirements

4.1 Adult/Dislocated Worker (DW) funding requirements: The Grantee should expend at least 95% of the Adult/DW funds by September 30, 2023. Eckerd may spend up to \$25,000 in PY2023. If additional expenditures are needed in PY2023, WorkLink staff must be given written permission.

5.0 Use of Funds

5.1 The Grantee must use funds for activities outlined in the Statement of Work attached to the Adult/Dislocated Worker Program Services Letter of Intent/Grant Award, including required deliverables. The Grantee may use funds for program salaries/fringe benefits, participant activities, and participant services. Participant activities/services include services provided to employers.

5.2 The Grantee may not use funds for Capital Expenditures, including center or building improvements, except for the purchase of General-Purpose Equipment as defined at 2 CFR 200.1 and on the WIOA Equipment/Capital Expenditure Approval Form. Center improvements are improvements to the physical building (internal and external) and grounds of an SC Works center.

5.3 The Grantee must develop SC Works outreach materials in accordance with the "Your Next Step" SC Works Branding Guide.

5.4 The Grantee may not use funds for operational costs.

- 5.5 The Grantee is required to follow the Procurement Standards outlined in the Cost Principles and Audit Requirements for Federal Awards, at 2 CFR 200.317 thru 200.327, when obtaining goods and services through the grant. The Grantee should also adhere to the ACOG procurement policy if it is stricter than the Grantees policy.
- 6.0 Sub-Tier Agreements and Contracts
- 6.1 Grantee must submit to the WorkLink Program Contact, fully executed copies of all sub-tier agreements and contracts written under this grant.
- 7.0 Reporting Requirements
- 7.1 Monthly Financial Status Reports (FSRs), inclusive of all expenses up to and including the last day of the month, must be submitted to the fiscal contact no later than the 10th of the following month. Expenditures are cumulative and must be reported on an accrual basis.
- 7.2 An invoice must be submitted each time the Grantee wishes to request reimbursement, along with proper supporting documentation of expenditures.
- 7.3 The Grantee will submit a complete Grant Closeout Report to WorkLink accompanying the final request for reimbursement invoice due no later than thirty (30) calendar days after the grant end date. WorkLink will supply the closeout forms and instructions prior to grant expiration.
- 7.4 All funds not expended by the end of the grant will be de-obligated and returned to ACOG.
- 7.7 The Grantee will provide reports to the WorkLink Workforce Development Board, its committees, and other stakeholders upon request. WorkLink staff may additionally request the grantee to attend periodic meetings and roundtables to discuss the progress of the grant, share best practices, and work through issues.
- 8.0 Eligibility and Data Entry Requirements
- 8.1 All individuals receiving direct services through WIOA Adult, Dislocated Worker programs must be eligible and enrolled prior to participation in any program activity, including activities where the primary cost is staff time.
- 8.2 The SC Works Online Services (SCWOS) system must be used to determine individual eligibility for WIOA programs and to track participant activity, employer services, and performance data.
- 8.3 The SCWOS Advanced Individual Fund Tracking (AIFT) module must be used to record participant costs.
- 9.0 Monitoring and Oversight
- 9.1 The Grantee is subject to programmatic and financial compliance monitoring, which will be performed at least once per year.

9.2 The Grantee must provide proper oversight and monitoring of all sub-recipients, including sub-grantees and sub-contractors.

10.0 Grant Modifications

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

11.0 Failure to Comply with Grant Requirements

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

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

Grantee: Eckerd Connects **Grant #:** 23IETA295E1

Activity Designation: Individual and Employer Training Grant **Modification #:** Original

I. ADMINISTRATION:

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

II. PROGRAM:

1. Salaries, Fringe Benefits and Indirect Cost		
2. Operating Expenses		
3. Participant Activities Cost	\$109,425	
4. Participant Services		
5. Sub-Tier Program		
6. Other (Specify)		
7. Sub-Total		\$109,425

III. TOTAL GRANT COST (I + II)		\$109,425
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WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - GRANT BUDGET
BUDGET DETAIL
PARTICIPANT ACTIVITIES COST

Grantee: Eckerd Connects Grant No: 23IETA295E1
 Activity Designation: Individual and Employer Training Grant Mod No: Original

Activity Description	Cost per participant	Number of Participants	TOTAL PROGRAM COST
I. ASSESSMENT (Specify)			
1.	\$0	0	\$0
2.	\$0	0	\$0
3.	\$0	0	\$0
SUBTOTAL I:			\$0
II. INSTRUCTIONAL TRAINING			
1. Tuition	\$4,377	25	\$109,425
2. Books	\$0	0	\$0
3. Supplies/Materials	\$0	0	\$0
4. Expendable Tools/Equipment (ATTACH LISTING OF ITEMS)			\$0
5. Non-Expendable Equipment (ATTACH LISTING OF ITEMS)			\$0
6. Training Space: _____ sq. ft. X \$ _____ per sq. ft.	\$0	0	\$0
7. Other Training Expenses (SPECIFY)			
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
SUBTOTAL II:			\$109,425
III. Employer's On-the-Job Training Reimbursement			
(_____ Participants X _____ Average Wage X _____ Average Hours X _____ %)			
			\$0
			\$0
			\$0
SUBTOTAL III:			\$0
TOTAL ACTIVITIES COST (I + II + III)			\$109,425

SC WORKS | BRINGING EMPLOYERS
AND JOB SEEKERS TOGETHER
WORKLINK
ANDERSON·O'CONNOR·PICKENS

July 30, 2024

Mr. Randall Luecke
Chief of Program Services – Eastern Region
Eckerd Workforce Services
100 N. Starcrest Drive
Clearwater, FL 33765

Re: PY2024 Grant Awards for WIOA Operator and Ad/DW Program Services – Modification 1

Dear Mr. Luecke:

The WorkLink Workforce Development Board (WDB) voted to award our grants for WIOA Operator and Adult/Dislocated Worker program services (authorized under Title 1-B of the Workforce Innovation and Opportunity Act of 2014) to Eckerd Workforce Services on February 7, 2024, and approved the provisional budgets proposed by Eckerd on May 29, 2024. **The Executive Committee of the Board voted on Budget Modifications on July 24, 2024.**

Please allow this letter to serve for the following reasons:

1. To confirm that WorkLink WDB intends to award grant numbers 24A295E2 & 24D295E2 for PY2024 (July 1, 2024 to June 30, 2025) in the total amount of **\$425,972**.
2. To confirm that WorkLink WDB intends to award grant numbers 24A995E2 & 24D995E2 for PY2024 (July 1, 2024 to June 30, 2025) in the total amount of **\$159,029**.
3. To confirm authorization for Eckerd Workforce Services to incur generally accepted program costs against the above cited grants and associated budgets not to exceed:
 - **\$163,669 in Adult funds; and**
 - **\$50,000 in Dislocated Worker funds.**until the fully executed grant awards are completed.

Eckerd Workforce Services should adhere to the budgeted line items approved by the Executive Committee of the WorkLink WDB on July 24, 2024. (Approved Mod 1 PY2024 OneStop Operator and Adult/DW Program budgets have been attached to this letter for reference.)

WorkLink WDB receives only a small portion of their WIOA Adult/DW funding for the first quarter of the new year. Therefore, **it is very important that the service provider understands the following:**

- Expenditures occurring between July 1, 2024 and September 30, 2024 may not be paid with funds received on or after October 1, 2024.
- The total amounts listed in number three of this letter **MUST** be adhered to.
- WorkLink WDB will not reimburse the service provider for any costs over the funding limits set forth in number three until such time as this letter is modified or a grant award is executed.
- This letter confirms the funding WorkLink WDB has available for reimbursement to the service provider until the full NFA is available in October.

- The service provider should not make any large purchases during the period of July 1, 2024 to September 30, 2024 due to the limited amount of funding available.
Please notify us immediately if projected costs reach 90% or greater of the totals listed above in number three.

4. To confirm that WorkLink Workforce Development Board intends to award the remaining grant amount upon receipt of the final PY2024 Notice of Funds Authorized (NFA) for Adult and Dislocated Worker.
 - If an unforeseen reduction occurs in the NFA due to DOL or DEW recalculation of awards, Eckerd Workforce Services may see a reduction as well.
 - WorkLink WDB anticipates receiving the final PY2023 NFA October 1; however, historically WorkLink WDB has seen delays in the receipt of NFAs.
 - Eckerd Workforce Services should monitor expenditures closely until Grant Awards can be finalized.

Funding amounts outlined above should be considered obligated to Eckerd Workforce Development Services as of the issuance date of the original letter of intent, June 24, 2024.

The WorkLink Workforce Development Board appreciates your interest in providing services in the WorkLink Workforce Development Area, and we look forward to working with your organization in the immediate future.

If you have questions or need assistance, please call Jennifer Kelly at 864-646-5898.

Sincerely,



Steven R. Pelissier, Executive Director
SC Appalachian Council of Governments

CC: Jennifer Kelly, WorkLink Executive Director
Mike Wallace, WorkLink WDB Chair

Attachments:

- Board Approved PY2024 Provisional Adult/DW Program Services Budget (7.24.2024)

Acknowledgement of Receipt:



8-7-24

Mr. Randall Luecke
Chief Financial Officer
Eckerd Workforce Services

Date

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WORKFORCE INVESTMENT BOARD
 WorkLink Workforce Investment Area
GRANT BUDGET SUMMARY

Service Provider Eckerd Workforce Development

Contract #

24A295E2 & 24D295E2

Project/Activity SC Works Adult-DW Services

Funding Source WIOA Adult & DLW Formula Funds

Modification #

1

CATEGORIES	ADULT	DLW	Administration	Non-Administration	Total Budget Amount
STAFF COSTS (Salaries & Fringe Benefits)	\$ 223,812	\$ 33,195		\$ 257,007	\$ 257,007
OPERATING COSTS	\$ 9,822	\$ 1,490		\$ 11,313	\$ 11,313
TRAINING COSTS	\$ 76,000	\$ 1,455		\$ 77,455	\$ 77,455
SUPPORTIVE SERVICE COSTS	\$ 32,697	\$ 1,729		\$ 34,426	\$ 34,426
Training Fees/Professional Fees/Profit	\$ 6,057	\$ 754		\$ 6,811	\$ 6,811
Indirect Costs	\$ 33,939	\$ 5,022		\$ 38,961	\$ 38,961
Total Budget Costs	\$ 382,326	\$ 43,646	\$ -	\$ 425,972	\$ 425,972
Percentage of Budget	90%	10%	2% Maximum	At least 98%	100%
Cost Limitations					

WORKFORCE INVESTMENT BOARD
 WorkLink Workforce Investment Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Eckerd Workforce Development Contract # 24A295E2 & 24D295E2 Modification # 1
 Project/ Activity SC Works Adult-DW Services Funding Source WIOA Adult & DLW Formula Funds

STAFF & INDIRECT COST - BUDGET SUMMARY

SALARIES, FRINGE BENEFITS, & INDIRECT COST				ADULT		DLW		ADMINISTRATION		NON-ADMINISTRATION	
Staff Salaries: Position Title	Salary Per Month	No. of Months	% of Time	%	Amount	%	Amount	%	Amount	%	Amount
TOTAL SALARIES					\$ 167,478.03		\$ 24,968.51				\$ 192,446.54
FRINGE BENEFITS:											
FICA	\$ 192,446.54	X	7.65%	87.0%	\$ 12,812.07	13.0%	\$ 1,910.09			100%	\$ 14,722.16
Unemployment	\$ 192,446.54	X	0.69%	87.0%	\$ 1,162.30	13.0%	\$ 173.28			100%	\$ 1,335.58
Workers Compensation	\$ 192,446.54	X	0.05%	87.0%	\$ 83.74	13.0%	\$ 12.48			100%	\$ 96.22
Pension	\$ 192,446.54	X	1.50%	87.0%	\$ 2,512.17	13.0%	\$ 374.53			100%	\$ 2,886.70
Health Ins/Other Health Benefits	\$ 192,446.54	X	23.64%	87.4%	\$ 39,763.52	12.6%	\$ 5,766.04			100%	\$ 45,519.56
TOTAL FRINGE BENEFITS					\$ 56,333.79		\$ 8,226.42				\$ 64,560.22
INDIRECT COST: RATE	\$ 276,318.13	X	14.10%	87.1%	\$ 33,938.74	12.9%	\$ 5,022.11			100%	\$ 38,960.86
TOTAL COST					\$ 257,750.56	12.65%	\$ 38,217.05			100%	\$ 295,967.61

Each position must be supported by a job description.

A complete "Per Person" cost analysis must be completed and attached as an Exhibit.

A current copy of your "Indirect Cost Rate" as approved by your Cognizant Agency and description of the costs covered must be attached to the budget as an Exhibit

WORKFORCE INVESTMENT BOARD
WorkLink Workforce Investment Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Eckerd Workforce Development Contract # 24A295E2 & 24D295E2
Project/Activity SC Works Adult-DW Services Fund Source WIOA Adult & DLW Formula Funds Modification # 1

Categories & Line Items	Total Cost	ADULT	DLW	Non-Administration
OPERATING COSTS				
Facility Rent, Utilities, Maintenance, etc.	\$ -	\$ -	\$ -	\$ -
Staff Expendable Supplies & Materials	\$ 1,025	\$ 900.00	\$ 124.95	\$ 1,025
Software Licenses	\$ 3,805	\$ 3,290.00	\$ 515.00	\$ 3,805
Staff Computers	\$ 1,400	\$ 1,400.00	\$ -	\$ 1,400
Program Outreach Expenses (Brochures, Flyers, etc.)	\$ -	\$ -	\$ -	\$ -
Copy & Print Expenses	\$ 1,323	\$ 1,101.00	\$ 222.00	\$ 1,323
Communications (Phone, Fax, Internet, etc.)	\$ 960	\$ 816.00	\$ 144.00	\$ 960
Client Verifications	\$ 600	\$ 600.00	\$ -	\$ 600
Staff Travel				
Local Mileage cost	\$ 1,350	\$ 1,000.00	\$ 350.00	\$ 1,350
Non-Local Mileage cost	\$ -	\$ -	\$ -	\$ -
Non-Local Per Diem/Lodging Cost	\$ -	\$ -	\$ -	\$ -
Staff Training	\$ -	\$ -	\$ -	\$ -
Staff Background Checks	\$ 122	\$ 107.10	\$ 14.40	\$ 122
Non-Expendable Equipment Purchases (Computers, software, etc.)				
Non-Expendable Equipment Purchases (Computer Leases)	\$ -	\$ -	\$ -	\$ -
Wide Area Network (WAN) Equipment and Computer Software	\$ -	\$ -	\$ -	\$ -
Postage (Stamps, FedEx, etc.)	\$ 728	\$ 608.10	\$ 120.00	\$ 728
TOTAL OPERATING COSTS	\$ 11,313	\$ 9,822	\$ 1,490	\$ 11,313
TRAINING COSTS				
WI Customer Credential Exam Fees (C.N.A., GED, TABE, WorkKeys, etc.)	\$ 7,455	\$ 6,000.00	\$ 1,455.00	\$ 7,455
WI Customer Individualized Training Costs				
Individual Training Account/Voucher Cost	\$ 70,000	\$ 70,000	\$ -	\$ 70,000
WI Customer On-the-Job Training Costs				
Reimbursable Wages	\$ -	\$ -	\$ -	\$ -
TOTAL TRAINING COSTS	\$ 77,455	\$ 76,000	\$ 1,455	\$ 77,455
SUPPORTIVE SERVICES COSTS				
WI Customer Transportation Costs	\$ 11,500	\$ 11,500.00	\$ -	\$ 11,500
WI Customer Childcare Costs	\$ -	\$ -	\$ -	\$ -
Training Support Materials (Uniforms, Drug Screens, Background Checks, etc.)	\$ 22,926	\$ 21,197.02	\$ 1,729.09	\$ 22,926
WI Customer Emergency Assistance (Rent, Car Repair, etc.)	\$ -	\$ -	\$ -	\$ -
TOTAL SUPPORTIVE SERVICES COSTS	\$ 34,426	\$ 32,697	\$ 1,729	\$ 34,426
TRAINING/PROFESSIONAL FEES/PROFIT				
Profit (Professional Fee - 5%) Can be tied to Performance	\$ -	\$ -	\$ -	\$ -
General Liability Insurance	\$ 6,811	\$ 6,056.51	\$ 754.32	\$ 6,811
TOTAL FEES / PROFIT COSTS	\$ 6,811	\$ 6,057	\$ 754	\$ 6,811

* A Complete cost and price analysis of Actual/Projected cost must be attached to the budget as an Exhibit

WORKFORCE INVESTMENT BOARD
 WorkLink Workforce Investment Area
PARTICIPANT FLOW BASIS & PROJECTIONS

Service Provider Eckerd Workforce Development
 Contract # 24A295E2 & 24D295E2
 Project Activity SC Works Adult-DW Services
 Fund Source WIOA Adult & DLW Formula Funds
PY24 Mod # 1

PY23 Actuals Basis

	Adult + IET	Dislocated Worker	Total
PY23 Actual Budget Expenditure	\$ 595,533.16	\$ 69,496.55	\$ 665,029.71
PY23 Non-WIOA Training Funds	\$ 76,012.95	\$ 13,414.05	\$ 89,427.00
PY23 Total Program Expenditure	\$ 671,546.11	\$ 82,910.60	\$ 754,456.71
PY23 New Enrollments	102	12	114
PY22 Carryovers to PY23	71	16	87
PY23 Active Follow-up	84	14	98
PY23 Total Served	257	42	299
PY23 Cost per Participant	\$ 2,613.02	\$ 1,974.06	\$ 2,523.27
PY24 Contract Totals (93% of Contract)	\$ 355,563.18	\$ 40,590.61	\$ 396,153.79
PY24 IET	\$ 101,213.00	\$ -	\$ 101,213.00
PY24 Non-WIOA Training Funds	\$ 112,500.00	\$ 12,500.00	\$ 125,000.00
PY24 Planned Program Expenditure	\$ 569,276.18	\$ 53,090.61	\$ 622,366.79
PY24 Contract Totals divided by PY23 Cost Per Participant equals PY24 Service Levels	218	27	247
	Clients Served		
Period	Adult	DW	Total
PY24 Active Follow-up as of 7/1/2024	84	10	94
PY24 Carryovers from PY23 as of 7/1/2024	91	15	106
PY24 New Enrollment Plan by Month	94	14	108
July-24	8	2	
August-24	9	2	
September-24	9	1	
October-24	8	1	
November-24	8	1	
December-24	6	1	
January-25	6	1	
February-25	8	1	
March-25	8	1	
April-25	8	1	
May-25	8	1	
June-25	8	1	
Formula Funds PY24 Total Served	269	39	308
		# of CC's	3
		Average per CC	103

WORKFORCE INNOVATION & OPPORTUNITY ACT
(Authorized Under Public Law 113-228)

GRANT SIGNATURE SHEET

Funded Under: WIOA Ad/DW OS Operator Grant #: 24A995E2 & 24D995E2

Administrative Entity	Contractor Name and Address	
SC Appalachian Council of Governments PO Box 6668 30 Century Circle Greenville, SC 29606 (864) 242-9733	Eckerd Youth Alternatives, Inc. 100 Starcrest Dr Clearwater, FL 33756 (727) 461-1236	
The SC Appalachian Council of Governments, hereinafter called the Awarding Agency, having entered into an Agreement with the Workforce Development Board (WDB) in the State of South Carolina to administer funds received pursuant to the Workforce Innovation & Opportunity Act of 2014, desires to engage the Grantee, identified above, to implement part of this program. The Grant consists of this Signature Sheet-Part I, Program Work Statement and Budget-Part II, and Terms and Conditions-Part III.		
<p>A. Type of Contract – Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/></p> <p>B. Contract Period – This Agreement covers the period from <u>7/1/2024</u> to <u>6/30/2025</u></p> <p>C. Obligations – In consideration of the foregoing, the Awarding Agency agrees to pay the Contractor allowable costs incurred in the performance of the functions herein outlined, in an amount up to but not to exceed <u>\$159,029</u> from Federal funds received. <i>*See the attached Letter of Intent (6/24/24) and Letter of Intent Mod 1 (7/30/24). This Grant Award reflects modification 1 budgets approved by Executive Committee 7/24/24 and ratified by WorkLink WDB on 9/4/24.</i></p> <p>D. Number of participants to be served (where applicable) <u>3 OJT total</u></p> <p>E. Activity Designation – <u>Adult/DW WIOA OneStop Operator & Program Services</u></p>		
GRANT AMOUNT BY CATEGORY		
Administration	Program	Total
\$0	\$159,029	\$159,029

Approved for the Administrative Entity
Name Steven R. Pelissier
Title Executive Director

Approved for the Contractor
Name Mr. Randall Luecke
Title Chief Financial Officer

[Signature] 11/19/24
Signature Date

[Signature] 12-9-24
Signature Date

[Signature] 11/19/24
Witness Date

[Signature] 12-9-24
Witness Date

***Note: No signature or date stamps will be accepted**

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

June 24, 2024

Mr. Randall Luecke
Chief of Program Services – Eastern Region
Eckerd Workforce Services
100 N. Starcrest Drive
Clearwater, FL 33765

Re: PY2024 Grant Awards for WIOA Operator and Ad/DW Program Services

Dear Mr. Luecke:

The WorkLink Workforce Development Board (WDB) voted to award our grants for WIOA Operator and Adult/Dislocated Worker program services (authorized under Title 1-B of the Workforce Innovation and Opportunity Act of 2014) to Eckerd Workforce Services on February 7, 2024, and approved the provisional budgets proposed by Eckerd on May 29, 2024.

Please allow this letter to serve for the following reasons:

1. To confirm that WorkLink WDB intends to award grant numbers 24A295E2 & 24D295E2 for PY2024 (July 1, 2024 to June 30, 2025) in the total amount of **\$290,972**.
2. To confirm that WorkLink WDB intends to award grant numbers 24A995E2 & 24D995E2 for PY2024 (July 1, 2024 to June 30, 2025) in the total amount of **\$159,029**.
3. To confirm authorization for Eckerd Workforce Services to incur generally accepted program costs against the above cited grants and associated budgets not to exceed:
 - **\$163,669 in Adult funds; and**
 - **\$50,000 in Dislocated Worker funds.**until the fully executed grant awards are completed.

Eckerd Workforce Services should adhere to the budgeted line items approved by the WorkLink WDB on May 29, 2024. (Approved PY2024 OneStop Operator and Adult/DW Program budgets have been attached to this letter for reference.)

WorkLink WDB receives only a small portion of their WIOA Adult/DW funding for the first quarter of the new year. Therefore, **it is very important that the service provider understands the following:**

- Expenditures occurring between July 1, 2024 and September 30, 2024 may not be paid with funds received on or after October 1, 2024.
- The total amounts listed in number three of this letter **MUST** be adhered to.
- WorkLink WDB will not reimburse the service provider for any costs over the funding limits set forth in number three until such time as this letter is modified or a grant award is executed.
- This letter confirms the funding WorkLink WDB has available for reimbursement to the service provider until the full NFA is available in October.
- The service provider should not make any large purchases during the period of July 1, 2024 to September 30, 2024 due to the limited amount of funding available.

Please notify us immediately if projected costs reach 90% or greater of the totals listed above in number three.

4. To confirm that WorkLink Workforce Development Board intends to award the remaining grant amount upon receipt of the final PY2024 Notice of Funds Authorized (NFA) for Adult and Dislocated Worker.
 - If an unforeseen reduction occurs in the NFA due to DOL or DEW recalculation of awards, Eckerd Workforce Services may see a reduction as well.
 - WorkLink WDB anticipates receiving the final PY2023 NFA October 1; however, historically WorkLink WDB has seen delays in the receipt of NFAs.
 - Eckerd Workforce Services should monitor expenditures closely until Grant Awards can be finalized.

Funding amounts outlined above should be considered obligated to Eckerd Workforce Development Services as of the issuance date of this letter, June 24, 2024.

The WorkLink Workforce Development Board appreciates your interest in providing services in the WorkLink Workforce Development Area, and we look forward to working with your organization in the immediate future.

If you have questions or need assistance, please call Jennifer Kelly at 864-646-5898.

Sincerely,



Steven R. Pelissier, Executive Director
SC Appalachian Council of Governments

CC: Jennifer Kelly, WorkLink Executive Director
Mike Wallace, WorkLink WDB Chair

Attachments:

- Board Approved PY2024 Provisional Adult/DW Program Services Budget
- Board Approved PY2024 Provisional WIOA Operator Budget
- Statement of Work PY2024 WIOA AD/DW Program Services
- Statement of Work PY2024 WIOA Operator
- WIOA Terms and Conditions
- WIOA Terms and Conditions Local Addendum

Acknowledgement of Receipt:



6/28/24

Mr. Randall Luecke
Chief Financial Officer
Eckerd Workforce Services
Nicole Stroebel
Controller

Date

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1376 Ilger Blvd Suite 102 Clemson SC 29631 P. 864.646.1515 F. 864.646.2814 Relay Service Dial 711 (TTY)

WORKFORCE INVESTMENT BOARD
 WorkLink Workforce Investment Area
GRANT BUDGET SUMMARY

Service Provider Eckerd Workforce Development

Contract # _____

24A995E2 & 24D995E2

Project/Activity SC Works OneStop Operator

Funding Source _____

OneStop Operator _____

Modification # _____

N/A

CATEGORIES	OSO ADULT	OSO DLW	Administration	Non-Administration	Total Budget Amount
STAFF COSTS (Salaries & Fringe Benefits)	\$ 96,240	\$ 16,753		\$ 112,993	\$ 112,993
OPERATING COSTS	\$ 6,819	\$ 1,041		\$ 7,860	\$ 7,860
TRAINING COSTS	\$ 16,424	\$ -		\$ 16,424	\$ 16,424
SUPPORTIVE SERVICE COSTS	\$ -	\$ -		\$ -	\$ -
Training Fees/Professional Fees/ Profit	\$ 1,827	\$ 272		\$ 2,099	\$ 2,099
Indirect Costs	\$ 17,105	\$ 2,547		\$ 19,652	\$ 19,652
Total Budget Costs	\$ 138,414	\$ 20,613	\$ -	\$ 159,028	\$ 159,028
Percentage of Budget	87%	13%		100%	
Cost Limitations			2% Maximum	At least 98%	100%

WORKFORCE INVESTMENT BOARD
 WorkLink Workforce Investment Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Eckerd Workforce Development

Contract # 24A995E2 & 24D995E2

Project/ Activity SC Works OneStop Operator

Funding Source OneStop Operator

Modification # N/A

STAFF & INDIRECT COST - BUDGET SUMMARY

SALARIES, FRINGE BENEFITS, & INDIRECT COST					ADULT		DLW		ADMINISTRATION		NON-ADMINISTRATION	
Staff Salaries: Position Title	Salary Per Month	# of Months	% of Time	TOTAL AMOUNT	%	Amount	%	Amount	%	Amount	%	Amount
TOTAL SALARIES				\$ 88,236.53		\$ 75,170.95		\$ 13,065.58				\$ 88,236.53
FRINGE BENEFITS:												
FICA	\$ 88,236.53	X	7.65%	\$ 6,750.09	85.19%	\$ 5,750.58	14.81%	\$ 999.52			100%	\$ 6,750.09
Unemployment	\$ 88,236.53	X	0.69%	\$ 612.36	85.19%	\$ 521.69	14.81%	\$ 90.68			100%	\$ 612.36
Workers Comp	\$ 88,236.53	X	0.05%	\$ 44.12	85.19%	\$ 37.59	14.81%	\$ 6.53			100%	\$ 44.12
Retirement (403b Match)	\$ 88,236.53	X	1.50%	\$ 1,323.55	85.19%	\$ 1,127.56	14.81%	\$ 195.98			100%	\$ 1,323.55
Health Ins/Other Health Benefits	\$ 88,236.53	X	18.16%	\$ 16,026.55	85.06%	\$ 13,631.74	14.94%	\$ 2,394.81			100%	\$ 16,026.55
TOTAL FRINGE BENEFITS				\$ 24,756.67		\$ 21,069.15		\$ 3,687.52				\$ 24,756.67
INDIRECT COST: RATE	\$ 139,376.89	X	14.10%	\$ 19,652.00	87.04%	\$ 17,104.68	12.96%	\$ 2,547.33			100%	\$ 19,652.00
TOTAL COST				\$ 132,645.19		\$ 113,344.78		\$ 19,300.42			100%	\$ 132,645.19

Each position must be supported by a job description.

A complete "Per Person" cost analysis must be completed and attached as an Exhibit.

A current copy of your "Indirect Cost Rate" as approved by your Cognizant Agency and description of the costs covered must be attached to the budget as an Exhibit

WORKFORCE INVESTMENT BOARD
WorkLink Workforce Investment Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Eckerd Workforce Development Contract # 24A995E2 & 24D995E2
Project/Activity SC Works OneStop Operator Fund Source OneStop Operator Modification # N/A

Categories & Line Items	Total Cost	ADULT	DLW	Non-Administration
OPERATING COSTS				
Facility Rent, Utilities, Maintenance, etc.	\$ -	\$ -	\$ -	\$ -
Staff Expendable Supplies & Materials	\$ 1,630	\$ 1,500	\$ 130	\$ 1,630
Software Licenses	\$ 1,050	\$ 893	\$ 158	\$ 1,050
Program Outreach Expenses (Brochures, Flyers, etc.)	\$ 1,425	\$ 1,200	\$ 225	\$ 1,425
Copy & Print Expenses	\$ 1,380	\$ 1,200	\$ 180	\$ 1,380
Communications (Phone, Fax, Internet, etc.)	\$ 480	\$ 408	\$ 72	\$ 480
Staff Travel	\$ -			\$ -
Local Mileage cost	\$ 1,571	\$ 1,340	\$ 230	\$ 1,571
Non-Local Mileage cost	\$ -			\$ -
Non-Local Per Diem/Lodging Cost	\$ -	\$ -	\$ -	\$ -
Staff Background Checks	\$ 33	\$ 28	\$ 5	\$ 33
Non-Expendable Equipment Purchases (Computers, software, etc.)	\$ -			\$ -
Non-Expendable Equipment Purchases (Computer Leases)	\$ -			\$ -
Wide Area Network (WAN) Equipment and Computer Software	\$ -			\$ -
Postage (Stamps, FedEx, etc.)	\$ 291	\$ 250	\$ 41	\$ 291
TOTAL OPERATING COSTS	\$ 7,860	\$ 6,819	\$ 1,041	\$ 7,860
TRAINING COSTS				
WI Customer Supplies & Materials Costs	\$ -	\$ -	\$ -	\$ -
WI Customer Book Costs	\$ -	\$ -	\$ -	\$ -
WI Customer Credential Exam Fees (C.N.A., GED, TABE, WorkKeys, etc.)	\$ -	\$ -	\$ -	\$ -
WI Customer Individualized Training Costs	\$ -			\$ -
Tuition Cost (Adult Education Skill Upgrade & GED)	\$ -	\$ -	\$ -	\$ -
Other Individualized Training Cost (TCTC Pre-Employment Workshop)	\$ -	\$ -	\$ -	\$ -
Individual Training Account/Voucher Cost	\$ -	\$ -	\$ -	\$ -
WI Customer On-the-Job Training Costs	\$ -			\$ -
Reimbursable Wages	\$ 16,424	\$ 16,424	\$ -	\$ 16,424
TOTAL TRAINING COSTS	\$ 16,424	\$ 16,424	\$ -	\$ 16,424
SUPPORTIVE SERVICES COSTS				
WI Customer Incentives (Youth Only)	\$ -	\$ -	\$ -	\$ -
WI Customer Transportation Costs	\$ -	\$ -	\$ -	\$ -
WI Customer Childcare Costs	\$ -	\$ -	\$ -	\$ -
Training Support Materials (Uniforms, Drug Screens, Background Checks, etc.)	\$ -	\$ -	\$ -	\$ -
WI Customer Emergency Assistance (Rent, Car Repair, etc.)	\$ -	\$ -	\$ -	\$ -
Laptop Incentive (Youth Only)	\$ -			\$ -
TOTAL SUPPORTIVE SERVICES COSTS	\$ -	\$ -	\$ -	\$ -
TRAINING/PROFESSIONAL FEES/PROFIT				
Profit (Professional Fee - 5%) Can be tied to Performance	\$ -	\$ -	\$ -	\$ -
General Liability Insurance	\$ 2,099	\$ 1,827	\$ 272	\$ 2,099
TOTAL FEES / PROFIT COSTS	\$ 2,099	\$ 1,827	\$ 272	\$ 2,099

* A Complete cost and price analysis of Actual/Projected cost must be attached to the budget as an Exhibit

WorkLink Payments to Employers						Adult OSO	DW OSO	Total
On-the-Job Training (OJT)						16,424.00	-	16,424.00
(Hourly Wage	\$	20.83	x	Training Hours	480 hours	x		
Reimbursement %		50%	x	# of Participant	3)			
WorkLink Estimated Average OJT								
						\$5,000		
Total Payments to Employers						16,424.00	-	16,424.00

Period	Adult OSO	DW OSO	Total
OJT Plan by Month	3	0	3
July-24	1	0	1
August-24	1	0	1
September-24	1	0	1
October-24	0	0	0
November-24	0	0	0
December-24	0	0	0
January-25	0	0	0
February-25	0	0	0
March-25	0	0	0
April-25	0	0	0
May-25	0	0	0
June-25	0	0	0
PY24 Total Served	3	0	3

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

July 30, 2024

Mr. Randall Luecke
Chief of Program Services – Eastern Region
Eckerd Workforce Services
100 N. Starcrest Drive
Clearwater, FL 33765

Re: PY2024 Grant Awards for WIOA Operator and Ad/DW Program Services – Modification 1

Dear Mr. Luecke:

The WorkLink Workforce Development Board (WDB) voted to award our grants for WIOA Operator and Adult/Dislocated Worker program services (authorized under Title 1-B of the Workforce Innovation and Opportunity Act of 2014) to Eckerd Workforce Services on February 7, 2024, and approved the provisional budgets proposed by Eckerd on May 29, 2024. **The Executive Committee of the Board voted on Budget Modifications on July 24, 2024.**

Please allow this letter to serve for the following reasons:

1. To confirm that WorkLink WDB intends to award grant numbers 24A295E2 & 24D295E2 for PY2024 (July 1, 2024 to June 30, 2025) in the total amount of **\$425,972**.
2. To confirm that WorkLink WDB intends to award grant numbers 24A995E2 & 24D995E2 for PY2024 (July 1, 2024 to June 30, 2025) in the total amount of **\$159,029**.
3. To confirm authorization for Eckerd Workforce Services to incur generally accepted program costs against the above cited grants and associated budgets not to exceed:
 - **\$163,669 in Adult funds; and**
 - **\$50,000 in Dislocated Worker funds.**until the fully executed grant awards are completed.

Eckerd Workforce Services should adhere to the budgeted line items approved by the Executive Committee of the WorkLink WDB on July 24, 2024. (Approved Mod 1 PY2024 OneStop Operator and Adult/DW Program budgets have been attached to this letter for reference.)

WorkLink WDB receives only a small portion of their WIOA Adult/DW funding for the first quarter of the new year. Therefore, **it is very important that the service provider understands the following:**

- Expenditures occurring between July 1, 2024 and September 30, 2024 may not be paid with funds received on or after October 1, 2024.
- The total amounts listed in number three of this letter **MUST** be adhered to.
- WorkLink WDB will not reimburse the service provider for any costs over the funding limits set forth in number three until such time as this letter is modified or a grant award is executed.
- This letter confirms the funding WorkLink WDB has available for reimbursement to the service provider until the full NFA is available in October.

- The service provider should not make any large purchases during the period of July 1, 2024 to September 30, 2024 due to the limited amount of funding available.
Please notify us immediately if projected costs reach 90% or greater of the totals listed above in number three.

4. To confirm that WorkLink Workforce Development Board intends to award the remaining grant amount upon receipt of the final PY2024 Notice of Funds Authorized (NFA) for Adult and Dislocated Worker.
 - If an unforeseen reduction occurs in the NFA due to DOL or DEW recalculation of awards, Eckerd Workforce Services may see a reduction as well.
 - WorkLink WDB anticipates receiving the final PY2023 NFA October 1; however, historically WorkLink WDB has seen delays in the receipt of NFAs.
 - Eckerd Workforce Services should monitor expenditures closely until Grant Awards can be finalized.

Funding amounts outlined above should be considered obligated to Eckerd Workforce Development Services as of the issuance date of the original letter of intent, June 24, 2024.

The WorkLink Workforce Development Board appreciates your interest in providing services in the WorkLink Workforce Development Area, and we look forward to working with your organization in the immediate future.

If you have questions or need assistance, please call Jennifer Kelly at 864-646-5898.

Sincerely,



Steven R. Pelissier, Executive Director
SC Appalachian Council of Governments

CC: Jennifer Kelly, WorkLink Executive Director
Mike Wallace, WorkLink WDB Chair

Attachments:

- Board Approved PY2024 Provisional Adult/DW Program Services Budget (7.24.2024)

Acknowledgement of Receipt:



8-7-24

Mr. Randall Luecke
Chief Financial Officer
Eckerd Workforce Services

Date

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1376 Tiger Blvd Suite 102 Clemson SC 29631 864.646.1515 864.646.2814 Relay Service Dial 711 (TTY)

Part II
Statement of Work

Eckerd Workforce Services
Operator with Business Services Coordination
As authorized under Title I-B of the Workforce Innovation and Opportunity Act of 2014
Adult & Dislocated Worker Services
#24A995E2 & #24D995E2

Eckerd Workforce Services, hereinafter referred to as the Grantee, having entered into this Grant agreement with the SC Appalachian Council of Governments, hereinafter referred to as the Administrative Entity (AE) on behalf the WorkLink Workforce Development Board, shall provide services and perform functions and program activities outlined herein, pursuant to provisions and regulations of the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-128, July 22, 2014).

WORKLINK STAFF CONTACTS

The primary point of contact for this grant is:

Jennifer Kelly, Executive Director
WorkLink WDB
jkelly@worklinkweb.com
864-646-5898 (TTY 711)

Exceptions:

- For all WIOA eligibility and SCWOS specific questions (as it relates to entering information or changing information in the SCWOS database), EO and ADA specific questions and/or complaints, the contact will be Windy Graham, Performance and Reporting Specialist.

Budget Considerations:

1. Salary increases for any position affecting the budget associated with this grant must be approved by the WorkLink Board prior to implementation and billing against the grant.
2. No expense billed above 110% of the line item will be paid. No expense above 100% of the grant amount will be paid.

1.0.0 HISTORY AND PREFACE

1.0.1 The Workforce Innovation and Opportunity Act (WIOA), effective July 1, 2015, is the official federal employment and training program across the United States, and more specifically, the WorkLink Workforce Development Board (WDB). WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market, and to match employers with the skilled workers they need to compete in the global economy. It is the responsibility of the WorkLink Grantee to become familiar with the requirements of the Act and the regulations for purposes of providing the activities and services described, in part, in this Grant.

1.0.2 *WIOA Guiding Principles (2021 US Code Title 29 – Labor Chapter 32 - Workforce Innovation and Opportunity Sec. 3101 – Purposes)*

The Workforce Innovation and Opportunity Act (WIOA) is based on several guiding principles to be adopted by state and local workforce development systems:

- (1) Increase access to education, training, and employment—particularly for people with barriers to employment.
- (2) Create comprehensive, high-quality workforce development system by aligning workforce investment, education, and economic development.
- (3) Improve the quality and labor market relevance of workforce investment, education, and economic development efforts.
- (4) Promote improvement in the structure of and delivery of services.
- (5) Increase the prosperity of workers and employers.
- (6) Improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the nation.

1.0.3 The Workforce Innovation and Opportunity Act of 2014 (WIOA) which supersedes the Workforce Investment Act of 1998 (WIA) presents an extraordinary opportunity to improve job and career options for our nation’s workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. It supports the development of strong, vibrant regional economies where businesses thrive and people want to live and work.

This revitalized workforce system will be characterized by three critical hallmarks of excellence: (see TEGL 19-14)

- a. **The Needs of Businesses and Workers Drive Workforce Solutions:** Businesses inform and guide the workforce system and access skilled talent as they shape regional workforce investments and build a pipeline of skilled workers. This engagement includes leadership in the workforce system and active participation in the development and provision of education and training, work-based learning, career pathways, and industry sector partnerships. Jobseekers and workers, including those individuals with barriers to employment, such as individuals with disabilities, as defined by WIOA, have the information and guidance to make informed decisions about training and careers, as well as access to the education, training and support services they need to compete in current and future labor markets.
- b. **One-Stop Centers** (American Job Centers or AJCs, in South Carolina “SC Works Centers”) **Provide Excellent Customer Service to Jobseekers, Workers and Employers and Focus on Continuous Improvement:** One-Stop Centers and partners provide jobseekers, including individuals with barriers to employment, such as individuals with disabilities, with the skills and credentials necessary to secure and advance in employment with family-sustaining wages. Additionally, AJCs enable employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce. Further, rigorous evaluations support continuous improvement of AJCs by identifying which strategies work better for different populations; states, local areas, and training providers remain accountable for

performance; high-quality, integrated data informs policy maker, employer and jobseeker decision making; and training providers are accountable for performance using the data and evidence.

- c. **The Workforce System Supports Strong Regional Economies:** Meeting workforce needs is critical to economic growth. State and local workforce development boards—in partnership with workforce, economic development, education, and social service organizations at the state, regional and local levels—align education and training investments to regional civic and economic growth strategies, ensuring that all jobseekers and businesses can access pathways to prosperity.

1.0.4 *Sector Partnerships*

WIOA highlights sector partnerships as a key strategy for meeting the needs of employers, workers, and jobseekers. A sector partnership organizes multiple employers and key stakeholders in an industry cluster into a working group that focuses on the shared goals and human resources needs of the industry cluster.

Under WIOA, state plans must describe how employers will be engaged—including through sector partnerships. Local workforce boards must use adult and dislocated worker funds to “develop, convene, or implement” sector partnerships.

1.0.5 *Career Pathways*

Under WIOA, the WorkLink WDB in coordination with service providers and partners will continue to lead efforts in the area to develop and implement career pathways by aligning the employment, training, education and supportive services that are needed by adults and dislocated workers to gain employment. Initiatives will be developed to identify employment needs of employers within identified sectors and occupations. Efforts will include enhancing communication, coordination, and collaboration among employers, educational partners, economic development entities, and service providers to develop and implement strategies for meeting the employment and skill needs of workers and employers.

WIOA Sec. 3 (7) (8) (TEGL 19-16 Attachment III) describes Career Pathway – The term “career pathway” means a combination of rigorous and high-quality education, training, and other services that:

- a. Aligns with skill needs of industries in the economy of the state or regional economy involved;
- b. Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, Chapter 663; 29 U.S.C. 60 ET SEQ.) (Referred to individually in this act as an “apprenticeship”, except in Section 171);
- c. Includes counseling to support an individual in achieving the individual’s education and career goals;
- d. Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- e. Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- f. Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
- g. Helps an individual enter or advance within a specific occupation or occupational cluster.

- 1.0.6 WIOA has three funding streams serving the following three distinct participant populations:
- Adults
 - Dislocated Workers
 - Youth
- 1.0.7 While there are some similarities among funding streams, it is important to understand the differences. The WIOA law and regulations clearly define and set specific parameters for the three participant populations, which have different eligibility criteria, services and performance measures.
- 1.0.8 The grantee should be aware of WIOA laws, rules, and regulation. The grantee can review guiding employment and training system guidance and changes at www.doleta.gov/wioa. (<https://www.dol.gov/agencies/eta/advisories>) In order to stay relevant with changes of employers and jobseekers the grantee must be willing to creatively and quickly invent and implement new practices and processes, then evaluate and modify them as needed to best serve customers and to comply with new regulations and/or changes to available funds.

2.0.0 **OVERVIEW OF LOCAL WORKFORCE SYSTEM**

- 2.0.1 The one stop delivery system brings together a series of partner programs and entities responsible for workforce development, educational, and other human resource programs to collaborate in the creation of a seamless customer-focused service delivery network that enhances access to the programs' services. Partners, programs, and providers will collocate, coordinate, and integrate activities so that individuals seeking assistance will have access to information and services that lead to positive employment outcomes for individuals seeking services.
- 2.0.2 Across the system, continuous improvement is supported through evaluation, accountability, identification of best practices, and data-driven decision-making.
- 2.0.3. The system is broader than the SC Works Centers in a given area. The system brings together partners and programs to provide universal access to career and training services in a seamless fashion. The goal is to increase system access for all customers. Not all system programs will be universal; that is, all programs will not be able to serve all people. However, all people can be served somewhere in the system. The system is about defining "common turf" across programs and integrating career and training services provided by partners into the SC Works Centers. No individual program is required to cede its "unique" turf or to violate its governing statute. The law defines the responsibilities for being a partner. They are as follows:
- (a) Provide access to its programs or activities through the one-stop delivery system, in addition to any other appropriate locations; (WIOA sec. 121(b)(1)(A)(i).)
 - (b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with Federal cost principles in 2 CFR parts 200 and 2900 (requiring, among other things, that costs are allowable, reasonable, necessary, and allocable), to:
 - (1) Provide applicable career services; and

(2) Work collaboratively with the State and Local Boards to establish and maintain the one-stop delivery system. This includes jointly funding the one-stop infrastructure through partner contributions that are based upon:

- (i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to the relative benefits;
- (ii) Federal cost principles; and

(iii) Any local administrative cost requirements in the Federal law authorizing the partner's program. (This is further described in § 678.700). (WIOA sec. 121(b)(1)(A)(ii).)

(c) Enter into an MOU with the Local Board relating to the operation of the one-stop system that meets the requirements of § 678.500(d);

(d) Participate in the operation of the one-stop system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements; (WIOA sec. 121(b)(1)(A)(iv)); and

(e) Provide representation on the State and Local Workforce Development Boards as required and participate in Board committees as needed. (WIOA secs. 101(b)(iii) and 107(b)(2)(C) and (D))

2.0.4 The WorkLink Workforce Development Board has a five-year strategic plan for the system to deliver workforce development services to job seekers and employers.

2.0.5 The WorkLink Workforce Development Board has one established Comprehensive SC Works Center, three (3) satellite offices, and various access points across the region.

2.1.0 **Vision Statement:**

2.1.1 To have a fully employed, skilled workforce.

2.1.2 WorkLink's SC Works Centers will help all area job seekers and employers. The Grantee will use technology to provide information and basic job seeking/career planning assistance to the public in a cost-effective manner. Participants will be encouraged to help themselves, but staff will be available to answer questions. SC Works Centers will provide Orientations to the SC Works System and short soft skills workshops to the general public.

2.1.3 Adults (those 18 and older) and Dislocated Workers who cannot find a suitable job may wish to participate in career counseling sessions in a one-on-one atmosphere. Enhanced, individualized career services offered by SC Works Center partners will be available to those that qualify. These career counseling services will assist those that have barriers to getting and keeping a job. Workshops, job clubs, short-term skills upgrading, GED preparation, and work experience assignments may be part of the individualized career services offered through the Centers.

2.1.4 Those who still cannot find a job, or who are not yet economically self-sufficient and meet eligibility criteria, may receive Training Services if the participant needs remedial and/or occupational skills in order to obtain employment. Under WIOA, priority of service is permanently in effect. Therefore, the following

individuals will be served: those that are basic skills deficient, low-income, or public assistance recipients, as well as other locally and State defined priority populations. Eligibility Determination is completed prior to participants receiving any staff-assisted services. The Workforce Development Board has defined self-sufficiency as "household income 150% above the Lower Living Standard Income Level." Individuals who have been assessed in need of training and meet the eligibility/priority of service guidelines will be issued an Individual Training Account (ITA). All efforts for training and placement of participants should be made to with the self-sufficiency guidelines in mind. Participants make informed decisions after reviewing local Labor Market Information (LMI) and the Eligible Training Provider List (ETPL).

2.1.5 The purpose of the adult programs is to prepare people for the workplace. Programs will be evaluated based on performance measures negotiated with the State and with DOL. Adults and Dislocated Workers performance measures are entered employment, employment retention, median earnings, in-program skills gains, and credential attainment. Youth performance will include placement in employment or education, median earnings, attainment of a degree or certificate, and in-program skills gains. Customer Satisfaction Surveys will be issued as part of the SC Works Certification Standards set forth by the State. Individuals and employers will be surveyed, and programs will be evaluated based on participant satisfaction measures.

2.1.6 Another key element of WorkLink’s operational plan is a strategy for serving employers. WIOA and Wagner-Peyser staff share an integrated job matching system called the SC Works Online System (SCWOS). SC Works partners will utilize job listings and will encourage their customers to register for work in SCWOS. The workforce system will develop outreach materials to encourage employers to list jobs through the SC Works Centers (<https://jobs.scworks.org>). Efforts to contact and market workforce development programs to employers will be coordinated with WorkLink Staff. Employer performance measures are forthcoming from DOL.

2.2.0 **Adults and Dislocated Workers**

2.2.1 WIOA provides the following participant service levels to Adults and Dislocated Workers:

1. **Career Services** include referrals to partner programs, initial assessments, and labor exchange services. In addition, services such as career counseling and the development of an individual employment plan, must be made available if appropriate for an individual to obtain or retain employment. These services are categorized as “**Individualized Career Services.**” Appropriate follow-up services must be made available to a participant placed in unsubsidized employment for a minimum of 12 months following the participant's first date of employment. Follow-up services can be useful for participants in order to maintain employment. One-stop staff can provide workplace information and tips for success in a workplace environment. Additionally, follow-up services provide a continuing link between the participant and workforce system; these services allow the one-stop to assist with other services the participant may need once he or she obtains employment. Examples may include assistance with employer benefits, health insurance, and financial literacy and budgeting assistance.

2. Training services are provided to equip individuals to enter the workforce and retain employment. Training services may include, for example, occupational skills training, OJT, registered apprenticeship which incorporates both OJT and classroom training, incumbent worker training, pre-apprenticeship training, workplace training with related instruction, training programs operated by the private sector, skill upgrading and retraining, entrepreneurial training, and transitional jobs. Training services are available for individuals who, after interview, evaluation or assessment, and case management are determined to be unlikely or unable to obtain or retain employment that leads to self-sufficiency or higher wages from previous employment through career services alone. The participant must be determined to be in need of training services and to possess the skills and qualifications to successfully participate in the selected program. Some participants may need additional services to assist their vocational training, such as job readiness training, literacy activities including English language training, and customized training. Training Services pays job-training costs associated with WIOA-approved training programs. WIOA funds should be coordinated with other resources, such as Trade Adjustment Assistance (TAA), federal Pell Grants and partner funds. All WIOA and TAA participants approved to enter training must meet the Six Criteria of Training as outlined in the Trade Adjustment Act.

2.3.0 Youth

2.3.1 WIOA provides year-round employment and training services for youth ages 14-24. Youth establish educational and career goals and work toward them via WIOA-funded activities.

2.4.0 TAA

2.4.1 Trade Adjustment Assistance (TAA) and Reemployment Trade Adjustment Assistance (RTAA) help trade-affected workers who have lost their jobs as a result of increased imports or shifts in production out of the United States. Certified individuals may be eligible to receive one or more program benefits and services depending on what is needed to return them to employment. The Employment and Training Administration (ETA) published a Final Rule implementing the Trade Adjustment Assistance Reauthorization Act of 2015 on August 21, 2020, (85 FR 51896). The TAA Final Rule is codified at 20 CFR Part 618 and became effective on September 21, 2020. Section 618.325 mandates co-enrollment between the TAA Program and WIOA DW program and strongly encourages co-enrollment in other programs to ensure coordinated services for trade-affected workers. WIOA will co-enroll referred TAA participants.

2.5.0 Co-Located Partners

2.5.1 Other services are available in the Workforce Centers, such as Wagner-Peyser and Veteran Representatives. To the extent possible, services should be integrated into one intake system/process.

3.0.0 ACTIVITY DEFINITIONS

This section is included to help clarify duties in the statement of work but does not replace the definitions found in the Act or which have been further clarified in federal or state guidance.

3.0.1 SC Works Operator

3.0.2 It is the responsibility of each local Workforce Development Board (WDB) to designate the Operator and certify SC Works Centers in their local workforce development area. It is also the responsibility of the WDB to oversee and evaluate them.

3.0.3 The Agreement between the Local Board and the OneStop Operator shall specify the Operator's role. That role may range between simply coordinating service providers within the center, to being the primary provider of services within the center, to coordinating activities throughout the OneStop system.

- Implement the system described in the MOU
- Achieve and are accountable for system outcomes, includes any performance of partners co-located in the Center
- Convene SC Works partners to continuously improve seamless service delivery
- Coordinate seamless service delivery between system sites, the full-service center and partners' programs
- Develop and maintain system technological links
- Seek to expand system partnerships and resources
- Oversee center operations and provision of services
- Implement the provision of career services and training services, including acting as point of access for Individual Training Accounts
- Coordinate customer access to SC Works partner programs and activities
- Ensure customer access to Wagner-Peyser services, including job search, placement, recruitment and other labor exchange services
- Additional responsibilities as required by the Board

3.1.0 WIOA Career Services

3.1.1 The grantee shall closely and continuously coordinate with the local Workforce Center(s) to ensure that the WIOA Adult or Dislocated Workers have access to the following:

Career Services are described as:

- Eligibility Determination for funding and services
- Outreach, intake and orientation to the information and other services available through the SC Works Career Centers;
- Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;
- Job search and placement assistance and, in appropriate cases, career counseling, including information on in-demand industry sectors and occupations and nontraditional employment; appropriate recruitment and other business services on behalf of employers;
- Referrals to and coordination of activities with partner programs and services;

- Workforce and labor market employment statistics information, which includes job vacancy listings, job skills necessary for job openings; and information on local occupations in demand and the earnings, skill requirements and opportunities for advancement within those career pathways; and
- Performance information and program cost information on eligible providers of training;
- Information in formats that are usable by and understandable to customers regarding how the local area is performing on the local performance accountability measures;
- Information in formats that are usable by and understandable to customers relating to the availability of supportive services or assistance provided by partners;
- Referrals to supportive services or other needed assistance;
- Information and assistance regarding filing claims for unemployment assistance;
- Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs.

Other career services needed in order for an individual to obtain or retain employment consist of:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include diagnostic testing and use of other assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
- Implementation and use of <https://www.centralinacareerheadlight.com/> for all customers of the centers to help with career guidance, education, labor market information, and training guidance.
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives;
- Group counseling;
- Individual counseling;
- Career planning;
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized training;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities;
- Financial literacy;
- Out-of-area job search assistance and relocation assistance;
- English language acquisition and integrated education and training programs; and
- Follow-up services, including counseling regarding the workplace for customers in WIOA activities authorized under this subtitle that are placed in unsubsidized employment for not less than 12 months after the first day of the employment as appropriate.

3.2.0 Training Services

3.2.1 An individual may receive training services after an interview, evaluation, or assessment, and career planning if the one-stop operator or partner determines the individual is unlikely or unable, by only receiving career services, to retain employment that leads to economic self-sufficiency or wages

comparable to or higher than wages from previous employment. Additionally, the one-stop operator or partner must also determine that the training the individual receives would result in employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment. The one-stop operator or partner must also determine that the individual has the skills and qualifications to successfully participate in and complete the training. Upon a determination that career services are unlikely to obtain these employment outcomes, the individual may be enrolled in training services. The individual should have the skills and qualifications needed to successfully participate in and complete the training services.

3.2.2 When the Case Manager recommends the participant for Training Services, the Grantee shall:

- follow the South Carolina Policy and Procedures for Implementation and Operation of a Workforce Development Voucher System or Individual Training Account (ITA) to ensure that the participant gets any recommended allowable occupational skills training including training for non-traditional employment; or
- enter the participant in a program that combines workplace training with related instruction; or
- enter the participant in skills upgrading or retraining; or
- enter the participant in an appropriate entrepreneurial training activity; or
- enter the participant in an appropriate job readiness training activity in combination with other training; or
- enter the participant in an appropriate adult education and/or literacy activity provided in combination with other training services; or
- enter the participant in customized training conducted with a commitment by an employer or group of employers to employ the individual upon successful completion of the training.

3.3.0 Youth Services

3.3.1 The purpose of the Youth Services program is:

- To provide, to eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers;
- To ensure on-going mentoring opportunities for eligible youth with adults committed to providing such opportunities;
- To provide opportunities for training and work experience to eligible youth;
- To provide continued supportive services for eligible youth;
- To provide incentives for recognition and achievement to eligible youth; and
- To provide opportunities for eligible youth in activities related to leadership development, decision making, citizenship, and community service.

3.3.2 Youth Services programs shall provide elements consisting of:

- Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies;
- Alternative secondary school services, as appropriate;

- Summer employment opportunities that are directly linked to academic and occupational learning;
- As appropriate, paid and unpaid work experience, including internships and job shadowing;
- Occupational skill training, as appropriate;
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and positive social behaviors during non-school hours, as appropriate;
- Supportive services;
- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
- Follow-up services for not less than 12 months after the completion of participation, as appropriate;
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate:
 - Financial Literacy;
 - Entrepreneurial skills training;
 - Services that provide labor market and employment information in the local area;
 - Activities that help youth transition to postsecondary education and training; and
 - Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

3.4.0 **Eligibility Criterion: Definitions and Documentation Requirements**

3.4.1 WIOA distinguishes between two types of eligibility:

- General program eligibility, e.g., United States (U.S.) citizenship (or right to work in the U.S.), age, and selective service registration; and
- Specific program eligibility, e.g., income level, meeting dislocated worker criteria, or a youth barrier.

3.4.2 Registration – the process for collecting information to support a determination of eligibility. This information may be collected through methods that include electronic data transfer, personal interview, or an individual’s application.

3.4.3 Participant – an individual who has registered and has been determined to be eligible to participate in and who is receiving services (except for follow-up services) under a program authorized by WIOA Title I. Participation commences on the first day, following determination of eligibility, on which the individual begins receiving individualized and training services.

3.4.4 Family is defined as two or more persons related by blood, marriage, or decree of court that are living in a single residence, and are included in one or more of the following categories: (1) husband and wife; (2) husband wife and dependent child or; (3) parent or legal guardian and dependent children. Family income will be annualized by calculating income from the most recent six months and multiplying by two. The WIOA family income should be shown on the Financial Worksheet and the original copy should be in the participant’s hard file. No cross outs or white out should be used on the document.

3.4.5 Low-Income individual is defined as an individual who:

- (i) receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;
- (ii) is in a family with total family income that does not exceed the higher of—
 - (I) the poverty line; or
 - (II) 70 percent of the lower living standard income level;
- (iii) is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
- (iv) receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
- (v) is a foster child on behalf of whom State or local government payments are made; or
- (vi) is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

3.4.6 Deficient in Basic Literacy Skills is defined as an individual:

- (A) who is a youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- (B) who is a youth or adult, that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

3.4.7 School dropout is defined as: an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.

3.4.8 An Offender is defined as: an adult or juvenile—

- (A) who is or has been subject to any stage of the criminal justice process, and for whom services under this Act may be beneficial; or
- (B) who requires assistance in overcoming artificial barriers to employment.

4.0.0 SCOPE OF WORK

4.0.1 Grant Objectives

- *Partnerships* - Create and enhance a seamless system of partners among workforce development, economic development, business, and community agencies in order to meet the needs of employers and job seekers in the WorkLink region.
- *Employer and Jobseeker Services* - Deliver the full array of Workforce Innovation and Opportunity activities, including WIOA mandated and non-mandated partner organizations, services to all

interested job seekers and employers in the Comprehensive and Satellite SC Works Center locations, SC Works Offsite, and Access Points (or other Board appointed locations).

- *Center Management* - Provide management and oversight of the partnership of agencies that comprise the SC Works Center system.

4.0.2 Under the terms of this agreement, the following activities shall be conducted:

5.0.0 **PARTNERSHIPS**

Objective: Create a seamless system of partners among workforce development, economic development, business, and community agencies in order to meet the needs of employers and job seekers in the WorkLink region.

5.0.1 The Operator shall coordinate the SC Works services offered by the required and additional SC Works Partners according to the requirements of the Workforce Innovation and Opportunity Act and designated in the WorkLink area Memorandum of Understanding (MOU). All Career Services provided shall be accessible at or through the comprehensive SC Works Center. Partners shall collaborate in order to deliver services in a timely, efficient way. Additional partners are encouraged by the WDB. At a minimum, all satellite sites will provide Wagner-Peyser and WIOA staff services in accordance with the hours set by the Board; other partners will have a presence as negotiated by the Operator or WorkLink staff. The SC Works Operator will ensure coverage of all SC Works Center locations, off-site services, and access points through coordination of staffing levels.

Required Partners (*denotes core partners) as authorized by WIOA include:

- WIOA Adult Program*
- WIOA Dislocated Worker Program*
- WIOA Youth Program*
- Wagner-Peyser Employment Services*
- Adult Education*
- Vocational Rehabilitation*
- Career and Technical Education (Perkins Act)
- Community service Block Grant
- Indian and Native American Programs
- HUD Employment and Training Programs
- Job Corps
- Local Veterans' Employment Representatives and Disabled Veterans' Outreach Program
- National Farmworker Jobs Program
- Senior Community Service Employment Program
- TANF (unless otherwise waived by Governor)
- Trade Adjustment Assistance Programs
- Unemployment Compensation Programs
- YouthBuild

Additional SC Works Partners are organizations who voluntarily involve their services in the SC Works System. Potential Partners listed in the Act include:

- Social Security Employment and training programs, e.g. Ticket to Work
- Supplemental Nutrition Assistance Program (SNAP)
- Vocational Rehabilitation Client Assistance Program
- National and Community Service Act programs
- Other federal, state, or local employment, education, or training programs, including those provided by libraries

Additional potential Partners may be included in the Memorandum of Understanding.

5.0.2 The Memorandum of Understanding (MOU) will consist of three parts:

- a. *MOU* - Umbrella agreement of all partners detailing how the SC Works System will operate, including, but not limited to: referral methods between partners, and services provided and coordinated through the SC Works System.
- b. *Infrastructure Funding Agreements* (IFA) – individual partner agreements that detail monetary and/or in-kind contributions, reimbursement processes, goals to accomplish as a partner in the SC Works system, and referral information.
- c. *Cost Allocation Plan* (CAP) – overall budget of operating the SC Work Center(s), including a break down by partner and fair share percentage; methodology of how fair share is calculated shall be included.

5.0.3 The SC Works Operator will work with WorkLink WDB staff to execute the full MOU and the components of the MOU.

- a. *SC Works Operator* - Current Individual Funding Agreements for PY2024 end on June 30, 2025. The SC Works Center Operator is responsible for negotiating and executing the agreements for partners that will be contributing only in-kind resources for PY2025 by no later than June 15, 2025.
- b. *WorkLink staff* – WorkLink staff shall finalize the cost allocation plan and will work with the SC Works Operator to write and execute the infrastructure funding agreements that have monetary contributions. WorkLink staff will take the finalized MOU to local elected officials for signature.

5.0.4 The SC Works Operator shall be expected to negotiate with the partners and maintain the infrastructure funding agreements in these efforts. The SC Works Operator will collaborate with WDB staff to finalize the MOU for the local elected officials and the cost allocation plan with partners each year.

Partners will make a commitment to support the following:

- A strong entrepreneurial approach designed to serve the customer, simplifying bureaucratic systems;
- Bringing funded or in-kind resources;
- Providing staff to be supervised (functionally) by the managing entity, or providing electronic linkage in lieu of a staff presence;
- Sharing in the cost of Center operations;
- Actively participating in the governance of the Center; and
- Supporting the Center’s mission, goals and business plan

5.0.5 Quarterly partner meetings shall be held to encourage communication among partners, leveraging of resources, to discuss effectiveness of the SC Works Centers, goal attainment progress, and to create strategies to more effectively serve the customer. Partner meetings can be held individually; however, full partner meetings should be convened no less than quarterly. Minutes shall be recorded and forwarded to WDB staff. Partners should share performance goals and how they are performing.

5.0.6 The SC Works Operator, working collaboratively with the SC Works Partners and WorkLink WDB, shall drive the formation of an integrated, innovative SC Works System.

5.0.7 In the event of disputes between partners, the SC Works Operator will follow the dispute resolution process laid out in the partners' MOU. If a conflict of interest (either personal or professional) exists between the partner and the SC Works Operator, the SC Works Operator will immediately notify WorkLink staff so that the next part of the dispute resolution process may be followed in a timely manner.

5.1.0 *Additional Operator Activities*

5.1.1 The grantee will support special grant funded programs and provide program support to non-WIOA funded workforce grant services and projects as directed or as approved by WorkLink.

6.0.0 EMPLOYER AND JOBSEEKER SERVICES

Objective - Deliver the full array of Workforce Innovation and Opportunity activities, including WIOA mandated and non-mandated partner organizations, services to all interested job seekers and employers in the Comprehensive and Satellite SC Works Center locations, SC Works events hosted off-site, and Access Points (or other Board appointed locations).

6.0.1 Services To Be Provided To Employers

6.0.2 All WorkLink SC Works Centers shall offer a broad range of integrated services that are provided free-of-charge to all employers to support economic and workforce development efforts. The Operator shall be responsible for coordinating with Partners the following employer services:

- Interview facilities at the Site;
- Access to labor market and related information through SC Works Online System (SCWOS);
- State and/or federally generated information on the ADA;
- Information regarding workplace accommodations for persons with disabilities;
- Information and referral to business start-up, retention and expansion services;
- Information and referral to sources for developing customized training programs;
- Information on career preparation activities;
- Information on Trade Adjustment Act (TAA) and certification;
- Information about incentives such as OJT programs, based on worker eligibility;
- State and/or federally generated information on tax credits for new hires;
- State and/or federal program information on Federal bonding;
- Access to information and services through the Center and online;
- Access to media to address the employment and training needs of businesses; and

- Avenues to place job openings as well as access to <https://jobs.scworks.org>
- 6.0.3 All SC Works Center staff shall work with the SC Works Operator to ensure that the preceding employer services are offered through the network of WorkLink SC Works Centers. Each SC Works Center employee (regardless of funding) shall represent the SC Works System.
- 6.0.4 Additional comprehensive and higher level services to employers and businesses shall be provided by Comprehensive SC Works Centers. These services shall include:
- Referrals of well-qualified SC Works customers including all served populations;
 - Staff-assisted employee pre-screening;
 - Basic job matching of résumés and applications;
 - Preliminary basic skills and other assessments;
 - Industry specific job fairs;
 - Positive recruitments;
 - Relevant business seminars and information sessions;
 - Job developer referrals and workshops; and
 - Other WDB approved business services.
- 6.0.5 The Comprehensive SC Works Center shall be expected to offer customized and innovative Business Services (if approved by the WorkLink WDB), which may be offered for a fee. Services that may be offered may include:
- Employee background checks;
 - Applicant pre-interview;
 - Screening, drug testing;
 - In-depth assessment and testing of potential candidates;
 - Locate and procure sites for the interviewing process;
 - Business-specific job fairs; and
 - Outreach and marketing services to small businesses and entrepreneurs.
- 6.0.6 The WorkLink WDB must approve all fee-based services prior to implementation. All revenue generated from fee-based services must be handled in accordance with the Workforce Innovation and Opportunity Act. The Operator may not charge for services already funded by the Workforce Innovation and Opportunity Act.
- 6.0.7 The Operator must staff or appoint a dedicated Business Services Representative to serve as the Business Services lead for SC Works business service efforts for Anderson, Oconee, and Pickens.
- 6.0.8 The Business Services Lead shall develop a systematic, equitable approach in determining (based on need) what level of services each business will receive from the SC Works Centers.
- 6.0.9 The Business Services Lead will work with the employer services staff of partner agencies to determine how to best serve the employers of Anderson, Oconee, and Pickens.

- 6.0.10 The Business Services Lead will establish and maintain a WorkLink area Business Services Team, comprised of employer services staff from among partners.
- 6.0.11 The Business Service Lead will act as the primary entry point for new employers accessing SC Works Center employer services, and will be responsible for coordinating appropriate partner connections, communications, and/or services for the SC Works Centers and Business Service Integration Team.
- 6.0.12 The Business Service Lead will be responsible for ensuring the Business Services Integration team functions as a team and that all members are trained. The Business Services Lead will coordinate business visits as appropriate, ensuring that businesses are not visited by multiple representatives in a short time period.
- 6.0.13 All business services staff are strongly encouraged to utilize the SCWOS database to enter employer services. As part of facilitating communication among Business Service Team members, the Business Services Lead will monitor information in SCWOS regarding business services efforts, evaluating accuracy, timeliness, and appropriateness of data entry, making recommendations to management staff if concerns arise. The Business Services Lead will be responsible for coordinating any necessary SCWOS access and training with the appropriate WorkLink staff on behalf of Business Service Team members. Business Service Team members staff should read prior case notes before planning an employer visit. Note that WIOA and DEW staff are required to use SCWOS for documenting Employer Services.
- 6.0.14 The Business Services Lead must ensure the business is registered in SCWOS and contact information is up to date. Activities and case notes must be entered as described in state guidance.
- 6.0.15 The Business Services Lead will coordinate efforts with the Business Services Integration Team to achieve employer services performance measures set forth by DOL.
- 6.0.16 The Business Services Lead will facilitate quarterly meetings to: 1) discuss employer needs and coordination efforts to meet those needs, 2) strategize ways to reduce duplicative efforts and innovative ways to better serve employers, 3) disseminate relevant information to partners, staff and employers regarding current workforce trends, needs, and events, 4) facilitate business service satisfaction efforts, 5) discuss mutual agency employer goals and how to assist in attaining those goals, 6) hosting and planning Job Fair and Hiring Events, 7) coordinating local and regional employer service efforts, 9) developing Sector Strategies and Career Pathways, 9) educate staff on employer needs, and employers on relevant workforce related topics, 10) gathering employer success stories, 11) convening industry focus groups, 12) outreach and business retention efforts, 13) train staff on employer resources, 14) job development opportunities for customers, and 15) other topics as appropriate.
- 6.0.17 The Business Services Lead will represent the WorkLink area in regional sector strategies initiatives, meetings, and job fairs and hiring events, and will lead region-wide initiatives appropriate for the WorkLink area. Any specific initiatives should be cleared with the WorkLink WDB staff before agreement. (The Link Upstate Region consists of WorkLink, Greenville, Upstate, and Upper Savannah; however, initiatives may be broader than these four local areas, either within the State and/or reaching across State lines to North Carolina and/or Georgia.)

- 6.0.18 The Business Services Lead will be responsible for implementing and maintaining the Employer Services portion of the One Stop Certification Standards, Business Engagement plans as well as implementing and monitoring Business Service Satisfaction processes and improvements.
- 6.0.19 The Business Services Lead will lead outreach efforts to employers regarding SC Works employer services, including representing SC Works at partner and business organizations, creating, or updating print materials, and coordinating appropriate employer services events.
- 6.0.20 The Business Services Lead will ensure that a minimum of one WorkLink areawide job fair is offered by the SC Works System per year. WorkLink will work closely on this initiative to assist with budgets. The Business Services Lead will be expected to facilitate any other jobs fairs and/or hiring events based on employer need/demand and as appropriate.
- 6.0.21 The Business Services Lead will facilitate industry focus groups as needed to determine local area and region-wide employer needs and will report those findings to WorkLink staff, Board members, Business Service Integration Team members, and SC Works Center staff.
- 6.0.22 The Business Services Lead will be expected to coordinate as appropriate with all three Economic Development offices in Anderson, Oconee, and Pickens Counties as well as ReadySC on new and existing industry projects as well as with SCMEP, Apprenticeship Carolina, and other business service agencies as appropriate.
- 6.0.23 The Business Services Lead should be aware of all key partner services, incentives, and tax credits available to employers and be able to refer as appropriate, including entrepreneurial resources.
- 6.0.24 The Business Service Lead will evaluate job development efforts among SC Works staff, putting in place best practices and procedures for how staff should make job development contacts on behalf of customers. Any job development attempts on behalf of a customer will be recorded in case notes and captured as activities.
- 6.0.25 The Business Services Lead should be seeking innovative ways to meet employer needs.
- 6.0.26 The Business Services Lead should be prepared to speak on employer services at WorkLink WDB and Committee meetings, reporting on local and regional initiatives, goals, outcomes, success stories, employer satisfaction, training topics, workforce trends in the community, upcoming events, and focus group outcomes.

6.1.0 *Rapid Response Services*

- 6.1.1 Rapid Response Services, as mandated by DOL, are services delivered to businesses and employees of companies that are experiencing downsizing through layoffs or closure and may have also been impacted by a Worker Adjustment & Retraining Notification (WARN) issued by the State. The Department of

Employment and Workforce operates the Trade Adjustment Assistance program and coordinates the Rapid Response teams across the State of South Carolina.

6.1.2 The Business Services Lead shall be expected to participate as necessary in Rapid Response teams, coordinating appropriate services on behalf of the employer and in concert with the SC Works Center Management Team.

6.1.3 SC Works Centers shall provide the following Rapid Response Services to employees of businesses issuing WARN notices, in conjunction with the Department of Employment and Workforce and the local Economic Development offices in the WorkLink region. Services shall include:

- Developing a plan for averting layoff(s) with the affected business and/or in consultation with State or local economic development agencies, including private sector economic development entities;
- Reviewing affected workers' assistance needs;
- Coordinating and conducting Rapid Response workshop presentations to assist with career transition, job search tools and skills, résumé preparation, and interviewing techniques;
- Assessing re-employment prospects for workers in the local community;
- Providing information on available resources to meet the short and long-term needs of affected workers;
- Establishing a process of referring affected employees to the SC Works System;
- Developing recruitment/job development activities including job fairs, positive recruitments, job lead development, and general recruitment notifications;
- Providing Rapid Response Information Packets with appropriate information relating to potential dislocations, available adjustment assistance, and the effectiveness of Rapid Response strategies; and when appropriate, including information on TAA program and the North American Free Trade (NAFTA) – TAA program; and
- Developing a business visitation program that improves service coordination, guidance in establishing a labor-management committee voluntarily agreed to by labor and management, or a workforce transition committee comprised of representatives of the employer, the affected workers and the local community.

7.0 WIOA Program Specific Services

The Business Services Lead for WorkLink may offer work-based learning (WBL) opportunities for eligible Adults/Dislocated Workers. WBL opportunities include registered apprenticeships, pre-apprenticeships, work experiences and internships, transitional jobs, on-the-job training, customized training, and incumbent worker training. Please reference budgeted line items before implementing any WBL opportunities.

7.1 Internal WIOA Referrals

7.1.1 WIOA eligibility will be conducted under the Program Services Grant. The Business Services Lead will coordinate with WIOA Program Services to place WIOA eligible participants in appropriate work-based learning opportunities. Any individual that is not WIOA eligible and receives a service funded under WIOA is disallowed cost; the grantee will be expected to cover that cost with other funding.

The Business Service Lead and Program Service Manager will develop a working relationship and an internal referral process to ensure that no WIOA disallowed cost occurs. This process should include WIOA participants that are ready for work and for reverse referrals from employers.

7.1.2 The WIOA Case managers are responsible for evaluating job readiness and coordinating soft skills prior to referring to the Business Services Lead. The Business Service Lead will need to ensure that the participant is ready to interview, begin their first day of work, understand basic employer expectations, and know what supportive services may be made available to them.

7.1.3 The Business Service Lead should work with WIOA case managers staff to develop a portfolio of client resumes they send or take to employers.

7.2.0 *Coordination of Work-Based Learning Opportunities*

7.2.1 The Business Service Lead will be responsible for coordinating all WIOA funded WBL opportunities on behalf of WIOA eligible participants, including outreach to employers in the WorkLink region, contract development and writing, placement of participants, and participant/employer monitoring of each contract.

7.2.2 The Business Service Lead will draw up an agreement with the employer which specifies the duration of training, reimbursement terms, as well as the skills and competencies to be acquired by the participant. The length of the training period depends on the complexity of the job as well as the participant's skills and prior work experience.

7.2.3 A WBL orientation must be completed with each employer and/or employer representative to discuss the contract provisions and training plans. The contract process sets the ground-rules for WBL with an employer and ensures there is a legally binding agreement between the employer and the WBL provider. Contracts are the terms and conditions that the employer and WBL provider agree to provide for an WBL experience.

7.3.0 *On-the-Job Training (OJT)*

7.3.1 On-the-Job Training (OJT) is one strategy for individuals to receive training funded through WIOA. The term "on-the-job training" means training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Provides reimbursement to the employer for the costs associated with training the OJT trainee, which are usually calculated at half the pay rate for the agreed-upon training period; and
- Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the individual employment plan of the participant, as appropriate.

7.3.2 OJT is a vehicle for individuals to build their skills and re-establish themselves in new fields. It also provides an incentive to employers to hire individuals and invest in their skill development. It is a very good option for job seekers who:

- Have run out of unemployment or need to earn a wage while learning an occupational skill;

- Are uncomfortable in a classroom setting;
- Prefer to learn by doing and can learn the skills necessary for the occupation more thoroughly on the job; and/or
- Need supervision as they learn specific skills for an occupation.

7.3.3 *Employer Reimbursement for OJT*

7.3.4 OJT provides an incentive to employers to hire individuals and invest in their skill development, and trainees can earn as they learn. Employers providing an OJT can receive reimbursement for a portion of the hourly pay rate – typically 50%-75%, based on employer size.

7.3.8 *OJT Contract Standards*

WorkLink has set forth minimum criteria for delivering On-the-Job Training:

- The Grantee shall strive for higher paying, self-sufficient jobs in the WorkLink area, and should write OJT contracts for positions where the participant will earn at least \$12.47/hour by the end of the contract period. The target hourly wage is may change at the Board's discretion.
- The Grantee shall not place individuals in OJT contracts for which the participant has all the skills necessary to perform the duties of the job.
- If applicable, OJT placements must be directly related to WIOA-funded classroom training.
- Length of training should be kept to no more than 480 hours. WorkLink has issued guidance based on the complexity of the job to be learned (jobs must fall in the Specific Vocational Preparation (SVP) levels of 4.0-6.0). All OJTs must be full-time status.

7.3.9 At a minimum, an OJT contract must comply with the requirements of WIOA rules and regulations including identifying the occupation, skills and competencies to be learned, and the length of time the training will be provided.

7.3.10 To ensure that nepotism does not occur in an OJT position, each applicant, prior to enrollment in an OJT slot, must sign and date a statement which certifies that no member of his/her immediate family is engaged in an administrative capacity with that OJT employer. A signed copy should be uploaded into their SCWOS participant record.

7.4.1 *OJT Training Plans*

7.4.1 The Business Service Lead must include the OJT placement in the IEP. A Determination for Need for Training must be completed in SCWOS. An appropriate OJT activity code must be entered and closed reflecting the actual dates worked by the participant.

7.4.2 After determination of the occupation in which the participant will be trained, an OJT training plan must be developed. This plan will be a formal and written program of the structured job training that will provide participants with an orderly combination of instruction in work maturity skills, general

employment competencies and occupationally specific skills that will enable the participant to work toward self-sufficiency. The Grantee can use O*NET and/or a company job description as a basis to begin listing skills or tasks. Keep each skill description concise and comprehensive and make sure the individual tasks are measurable and observable.

7.4.3 The Training Plan must include:

- Trainee information - name and contact information of participant;
- Employer information – name and contact information;
- OJT information – start and end dates, wage rate, and reimbursement rates
- Occupational information – job title and description, O*NET code, and number of hours per week
- Job skills – skills necessary to perform the job and the trainee’s skill level for each of these skills
- Training information - list of specific skills or tasks the employer agrees to provide to the participant, estimated training hours for each skill, and acknowledgement of skill obtained
- Signatures - of trainee and date, of employer and date, and of the Grantee and date.

7.4.4 *Invoicing*

7.4.5 Payments to employers for WBL shall be in compliance with WIOA program guidelines. Payments to employers are in compensation for the “extraordinary costs” associated with training participants.

7.4.6 Employers are not required to document these extraordinary costs. Extraordinary costs associated with training of participants are usually understood to mean:

- More intense supervision;
- Above average material waste;
- Abnormal wear on tools;
- Down time; and
- Lower rates of production.

7.4.7 The participant must receive wages and fringe benefits equal to those similarly employed by the employer. The reimbursement is not a wage subsidy. It is expected that the participant will continue working after the payments to the employer end. It is also expected that the participant will continue to receive compensation and benefits commensurate with the job performance.

7.4.8 Payment to employers should be managed by an invoice system that clearly documents the number of hours worked each day by the participant and rate of pay for the time period. Invoices must be signed by both the participant and the employer or only by the employer if accompanying documentation (timesheets/timecards) is signed by the participant and reconciled to the invoice. Also, payments to employers must be based on scheduled raises and regular pay increases if they occur.

7.4.9 *Supportive Services*

7.4.10 The Business Service Lead will coordinate necessary supportive services for WIOA participants in WBL opportunities through the Case Manager assigned to the participant. Please note that although WBL Supportive Services are part of the WIOA Program Budget, the Business Service Lead will be required to

account for variances in Supportive Service spending.

7.4.11 Monitoring

7.4.12 Monitoring is the responsibility of both the State and the WorkLink WDB. However, the Business Service Lead should include oversight of the participant training and corresponding employer payroll records. Onsite monitoring of WBL employers is required to ensure reimbursement was correctly calculated and that the training for which the contract is written is actually delivered.

7.4.13 The on-site monitoring of the WBL must include documenting information received directly from the trainees, should capture the trainee supervisor's perspective about how the training is progressing, and should include review of the employer payroll records.

7.4.14 Case Notes

7.4.15 All employer interactions must be documented in SCWOS under the employer account's case notes section. Likewise, all interactions with the participant while on the WBL Contract must be documented under the case notes associated with the participant. In both cases, the staff member making the contact is responsible for entering the information in the case note.

7.5 Incumbent Worker Training (IWT)

7.51 WorkLink WDB periodically offers Incumbent Worker Training. The Business Services Lead will work with WorkLink staff to coordinate IWT Training Contracts with companies, including communication regarding IWT contracts with employers as well as SCWOS data entry needed to support employers.

7.6 Other Work-Based Training Strategies

7.6.1 The Act includes additional strategies for placing clients in subsidized work-based training. The WorkLink WDB is interested in developing additional tools and will provide additional guidance as needed.

7.7.0 Services To Be Provided To Job Seekers

The Operator will be required to staff at least one SC Works Center Manager to facilitate SC Works Center operations and job seeker services.

7.7.1 Accessibility

7.7.2 The Operator shall meet all requirements regarding compliance with State and Federal disability laws and procedures for ensuring universally accessible physical and program environments for all customers. It is required that the Operator ensures that the SC Works Centers adhere to the standards and expectations set forth in the national Equal Opportunity Self-Assessment Guides and checklists. The sites are monitored annually for compliance. The Operator may be required to attend training in program access for customers with disabilities and access to employment programs and services for the disabled.

7.7.3 The Operator shall ensure that the Centers are accessible to all customers by meeting ADA requirements. An EO office/contact to handle all complaints shall be established in writing.

7.7.4 *Hours of Operation*

7.7.5 Regular hours of operation for Comprehensive and Satellite SC Works Centers have been set by the WorkLink WDB and are as follows:

- Clemson SC Works Center - Monday through Friday from 8:30am-5:00pm
- Anderson SC Works Center – Monday through Friday from 8:30am-5:00pm
- Easley SC Works Center – Monday through Tuesday from 8:30am-12:00pm, 1:00pm-5:00pm
- Seneca SC Works Center – Monday through Friday, 8:30am-1:00pm, 2:00pm-5:00pm

The Operator shall determine when and if additional non-traditional hours are required and submit a request to the WDB staff for approval. Center hours may be adjusted at the Board’s discretion.

In the event of a pandemic, the Center Manager will assist the WorkLink WDB with determining in-person or virtual services, modified hours of services, and preparation of the SC Works Centers to ensure the health and safety of the staff and the customers.

7.7.6 The Operator will ensure adequate coverage of the SC Works Centers during posted hours of operation.

7.7.7 Co-located partner agencies may observe varying State and Federal holidays. The Operator shall negotiate, with co-located partner agencies, dates that the Center will be closed to the public. A list of agreed upon dates shall be forwarded to the WDB staff for informational purposes. The Operator may choose to have staff work on dates that the Center is closed to the public. Working holidays for WIOA-funded (or partner staff) should be noted on the Office Closed/Holiday Schedule.

7.7.8 *Resource Room for Universal Access*

7.7.9 All WorkLink SC Works Centers shall host resource rooms for the use by universal and WIOA-enrolled clients. Therefore, each SC Works Center site must have a self-serve resource area or “resource room” that offers the following services to customers:

- Labor exchange tools
- Computer applications software
- Résumé writing software
- Career exploration software
- Job, career, and skill self-assessment tools
- Career, job, and labor market information
- Career planning information
- Job search information
- Interviewing information
- Information on writing résumés and cover letters
- Information on job retention
- Directories

- Periodicals (may be print or electronic)

7.7.10 The resource room shall house:

- Computers with internet access, appropriate software to create letters, résumés and job applications, email capability, and computer software for customers to engage in self-learning activities.
- Shared printers shall accompany the computers.
- A phone bank area must be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At a minimum, one dedicated telephone line must be available for filing unemployment compensation claims.
- The room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use.

7.8.11 There shall be no limitations or restrictive use on resource room equipment as long as it is being used for appropriate job search activities or partner-related activities. (A time limitation to accommodate waiting customers is an allowable exception to this directive.)

7.8.12 The Operator shall, with the WDB staff, track and determine needed maintenance and replacement of equipment associated with the SC Works Center resource room equipment.

7.8.13 Special equipment shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. The physical layout of the room must meet ADA requirements. The Operator shall establish and maintain a Limited English Proficiency Plan, including services for individuals with a hearing impairment. The Operator is required to train all staff on how to use the Limited English Proficiency plan.

7.8.14 The Operator shall establish a staffing plan for each SC Works Center resource room to provide labor market and job search information, to answer questions, and provide assistance in operating equipment and software in the resource room. Partner staff may cover staffing of the resource room. All staff in the resource room must have the ability to provide basic information on all partner programs participating in the SC Works (including those partners electronically linked and/or physically located outside the Center), and to guide customers through online processes.

7.8.15 The Resource Room staffing schedule shall include, at a minimum one knowledgeable, trained staff member present in the Resource Room at all times. (Staff person should be focused on serving only customers in the Resource Room. Evidence of training on Resource Room resources shall be made available to monitors.) All staff assigned to the resource room must be trained to provide job seeker services and technical assistance on the equipment. The SC Works Center staffing plan, inclusive of all partners that will be on-site, should be published regularly (weekly/monthly basis) and communicated to staff on an ongoing basis through a published calendar. Similarly, a partner schedule should be posted in the Resource Room of each SC Works Center on a weekly/monthly basis announcing which partners are available to see customers. If partners are on-site that do not accept walk-in appointments, such as UI RESEA programs, then those partner's days/hours should not be made available on the Partner schedule to customers but should be included in the staffing plan circulated to SC Works Center staff.

7.8.16 The Operator shall collect and distribute current and relevant information and resources about the workforce, employers hiring, soft skills, training opportunities, partner resources, and other relevant job seeker information in the Resource Rooms.

7.8.17 *SC Works Orientation*

7.8.18 The Operator shall provide an orientation that informs individuals of the full array of services available in the Center, including all partner services conducted at the SC Works site and any other pertinent resources to ensure successful return to employment. The orientation shall include an overview of the processes and procedures for participating in the WorkLink WIOA program. Each customer should receive an orientation of available services, including all partner services and any other pertinent resources to ensure successful return to employment. Orientations can be conducted in individual or group settings, depending on demand and the need for center efficiency. Group orientations may be center or program specific and shall be included in a master calendar and published on a monthly basis.

7.8.19 The Operator is responsible for ensuring that all program services are addressed in the orientation.

7.8.20 The frequency of delivery of these orientations shall be included in a master calendar and published on a monthly basis for the public. A minimum of one (1) orientation per week must be offered. One-on-one orientations should also be available for the public when necessary. The Operator may develop an orientation video, conference call/webinar, or other electronic means of delivery.

7.8.21 *Workshops and SC Works Center Events*

7.8.22 The Operator shall be responsible for scheduling all activities in the Workforce Center, including arranging for partners and employers to conduct soft skills workshops in the SC Works Centers. Soft Skills workshops are available to the public without registration in SCWOS. Attendance should be taken in the workshops. **Quality workshops that address job seeking and job retention are a priority of the Board.*

7.8.23 The SC Works Centers shall offer a wide range of informational workshops to both universal access customers and registered WIOA customers. Workshops shall be offered on a regular basis throughout the month. A monthly calendar shall be published in the Resource Room and circulated in the community. A minimum of eight (8) workshops should be scheduled during the month, one (1) of which must be financial in nature. The Operator shall coordinate additional workshops if demand warrants it. The Operator may develop workshop videos, host soft skills training thru conference calls or webinars, or deliver those soft skills through other electronic means. This calendar of events is due no later than the 10th of the preceding month.

7.9.0 Establishing Workforce Services in the Community

7.9.1 *SC Works On-the-Go Services*

7.9.2 In an effort to reach remote communities with high levels of poverty and to break down the walls of the SC Works System, WorkLink established On-the-Go services available to the community on an as needed basis. The term On-the-Go can be used for any event (not a permanent location) hosted by the SC Works Centers in which job seekers are given information and access to services.

7.9.3 The Operator shall determine SC Works On-the-Go site visits, including frequencies and services to be delivered.

7.9.4 The Operator shall oversee all SC Works On-the-Go activities across the community. These activities shall be reported to the WDB staff by the 10th of each month.

7.9.5 *Access Points*

7.9.6 Access Points are permanent, unstaffed locations set up throughout the WorkLink community. Each site has a staff person from the hosting agency/organization that is trained to provide assistance to job seekers in accessing the information. Each Access Point has a computer with internet access available for job seeking services. WorkLink has created a web portal that brings all these services together for the jobseeker in one convenient location. This web portal will track customer usage.

7.9.7 The Operator shall be responsible for establishing Access Points across the region as appropriate and maintaining current Access Points. The Operator shall execute a Memorandum of Agreement with each Access Point agency/organization that shall be signed by the WDB.

7.9.8 The Operator shall, with the WDB staff, determine needed services and locations as well as maintenance and replacement of equipment associated with the Access Points.

7.10.0 CENTER MANAGEMENT

Objective: Provide management and oversight of the partnership of agencies that comprise the SC Works Center system.

7.10.1 The Operator, or designee, shall serve as the principal liaison between the SC Works Center Staff and the WDB staff in the development and implementation of all operational activities directly related to the SC Works Comprehensive and Satellite Center services. The Operator, or designee, shall work closely with WDB staff in determining overall direction for the SC Works Centers and serving business customers.

7.11.0 Functional Supervision

7.11.1 The Operator shall appoint a center manager(s) (if different from the Operator) for the SC Works Center locations. The Operator shall define the workforce center manager's responsibilities in conjunction with all partners. Must meet WorkLink WDB approval.

7.11.2 The Operator shall functionally supervise all partner staff co-located in the SC Works Centers. The Operator shall maintain a close, collaborative relationship with the DEW Regional Manager.

7.12.0 OneStop Certification

7.12.1 The Operator shall complete the certification of all SC Works Centers in the WorkLink region, and maintain those standards while striving for continuous improvement. The Operator shall provide status updates on a quarterly basis. Certification should be achieved no later than the time specified in the relevant State instruction letters.

7.12.2 The Operator shall notify the WDB when the application for OneStop Certification is ready to be

submitted to the State for review. WorkLink Staff will review the application prior to submission to the State.

7.13.0 SC Works Center Business (Operational) Plan

7.13.1 The Operator shall write a Business (Operational) Plan as required by OneStop Certification Standards for the SC Works Center, and update annually. The SC Works Center Business Plans shall set forth the operations of each SC Works Center and Access Points. An anticipated SC Works Center budget (Cost Allocation Plan) must be included in the Business Plan. The WorkLink WDB must approve the SC Works Center Business Plan prior to implementation.

7.13.2 The Operator shall set goals and performance measures (in addition to DOL's Performance Measures) through the development of the SC Works Center Business (Operational) Plan that the WDB and the Partners endorse. These goals and reporting requirements should be included in the MOU and the Individual Funding Agreements.

7.13.3 The Operator shall evaluate internal and external performance and quality measures and make necessary corrections to the Business (Operational) Plan, Center workloads, and Access Points.

7.14.0 Standard Operating Procedures

7.14.1 The Operator shall develop and implement Standard Operating Procedures for the Centers to include protocols for the services, processes, and functions that impact the workforce system's ability to operate in an integrated fashion.

7.15.0 SC Works Center Coordination

7.15.1 The Operator shall eliminate duplication where possible of common administrative functions and services, managing the public funds involved efficiently, and assure that team management and quality staff performance occur in a seamless, integrated environment.

7.15.2 The Operator shall develop a common SC Works Center intake process across all programs that insure timely, efficient customer-service delivery standards. The Operator shall coordinate services and events in the Center, including partner space, workshops and hiring events, tailored to meet partner, employer and job seeker needs. DEW requires that the SCWOS Greeter module be used in all Centers. The Operator must ensure that equipment is designated in each SC Works Center for the SCWOS Kiosk greeter, staff are appropriately trained, and using the SCWOS Greeter system appropriately.

7.15.3 The Operator shall arrange resources within the Centers in order to create a professional environment that: fosters functional teams, uses space efficiently, and ensures the safety and security of customers and staff.

7.15.4 The Operator shall establish a Partner Schedule announcing presence of partner program staff in the Center. The schedule shall be clearly posted for the customers in the Resource Room to see. The Operator shall track referrals made and outcomes of referrals.

- 7.15.5 The Operator shall coordinate ongoing cross-training of system staff and provide or request associated Technical Assistance. The Operator shall ensure staffing and training/development decisions provide the necessary professionalism support and oversight for the designated workforce centers.
- 7.15.6 The Operator shall ensure that Career Services, Individualized Career Services, Training Coordination, and Follow-Up Services are taking place in the most efficient, cost-effective way possible.
- 7.15.7 The Operator shall collaborate with the WorkLink staff to procure facilities, IT Services, and other SC Works maintenance functions.

7.16.0 Financial and Programmatic Requirements

- 7.16.1 The Operator shall manage and maintain financial records for the Centers and ensure that data is collected regarding any in-kind contributions. The Operator shall ensure all financial information and reporting is current and accurate. The Operator shall establish written financial procedures if not already developed.
- 7.16.2 The Operator shall ensure complete, accurate and timely data entry that is compliant with WIOA reporting requirements.
- 7.16.3 The Operator shall prepare regular reports and recommendations to WorkLink staff related to Workforce Center Policy development, enhancements, and performance. The Operator shall formulate and implement required action plans for improvement.
- 7.16.4 The Operator shall procure and track inventory and supplies for the SC Works Centers.

7.17.0 Outreach

- 7.17.1 The Operator shall market SC Works System services and ensure that the system is viewed as a part of the SC Works System. In collaboration with the WorkLink Board, WDB staff, system partners, the business community and WIOA partners, the Operator shall coordinate the development of marketing strategies for the SC Works Centers to ensure effective outreach and communication for recruiting of target populations.
- 7.17.2 The Operator shall use all mandated brochures developed by the WDB or the State. The Operator will be responsible for developing a marketing plan that shall include development of brochures (in addition to, but not duplicative of WDB or State mandated brochures), Power Point presentations, community based print and radio ads, and if appropriate, website information detailing business offerings and an overall strategy for announcing the resources of the WorkLink WDB SC Works System. All materials produced and published must be approved and shared with the WDB staff.
- 7.17.3 The Operator shall develop and coordinate an outreach plan with local chambers of commerce, economic development organizations, local units of government and other relevant business organizations to achieve the goal of reaching and providing quality services to businesses. The WDB maintains a website (worklink.SCWorks.org) to allow customer's access to SC Works and Business Services information 24

hours a day.

- 7.17.4 The grantee shall participate in Workforce Development related activities in the community. The grantee shall represent the SC Works System in the community through local business and industry groups, community and civic organizations, such as SHRM, Rotary clubs, Chambers of Commerce, etc. The Operator shall make presenting to partners and organizations a priority. A synopsis of events attended and/or presented at should be provided to the WDB on the 10th of each month.
- 7.17.5 WIOA consistently emphasizes the need for services targeted to persons with disabilities and individuals with barriers to employment, including individuals who receive public assistance or are otherwise low income and/or basic skills deficient. Outreach, marketing efforts, and services shall include efforts to encourage the use of the SC Works system to groups that need employment and training services to become more skilled and employable in the path to financial self-sufficiency.

WIOA Sec. 3 (24) defines an “individual with a barrier to employment” means a member of one or more of the following populations:

- a. Displaced Homemakers
- b. Low-Income Individuals
- c. Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in Section 166
- d. Individuals with disabilities, including youth who are individuals with disabilities
- e. Older individuals
- f. Ex-Offenders
- g. Homeless Individuals (as defined in Section 41403(6) of the Violence against Women Act of 1994 (42 U.S.C. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)).
- h. Youth who are in or have aged out of the foster care system
- i. Individuals who are English language learners and individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- j. Eligible migrant and seasonal farm workers, as defined in Section 167(i)
- k. Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.)
- l. Single parents (including single pregnant women)
- m. Long term unemployed individuals
- n. Such other groups as the Governor involved determines to have barriers to employment

7.15.6 Printed material and other written information at the Center must be language accessible for WorkLink’s diverse population of jobseekers. Whenever feasible, language barriers should be removed so that all visitors to the Center feel welcome and can benefit from the experience. All outreach materials should be available in English and Spanish, and appropriately accessible to those with visual impairments.

7.15.7 All outreach materials must meet brand standards for logo usage of SC Works (including the Next Step Branding), American Job Center, and include the Equal Opportunity tagline and Stephens Amendment information. All outreach materials must include at least one way to contact the SC Works Centers, either website address or telephone numbers. Telephone numbers must list the 711 TTY option.

7.16 Other

7.16.6 *Monitoring*

7.16.7 The local WDB will issue a schedule of monitoring activities to all Grantees for the regular monitoring performed during the course of the year.

7.16.8 The Grantee shall assist WorkLink with workforce development projects and tasks across the community as requested while ensuring enough staff is available to cover the SC Works Center locations.

7.16.4 Per the WIOA Terms and Conditions (attachment III of this grant), the Grantee is responsible for monitoring and reporting on all sub-contractors annually. The Grantee shall monitor any approved sub-contracts annually and submit sub-contractor monitoring reports to the WDB by the end of the third quarter of the program year.

7.16.5 *Board Meeting Attendance Requirements*

7.16.6 A member of the Grantee's Management staff shall be present at all WDB meetings. Other Grantee staff are encouraged to attend on a rotating basis as time and customer flow allows. Grantee staff shall RSVP for all meetings they plan to attend at least one business day prior to the planned event.

7.16.7 The Grantee shall be available to attend WorkLink Finance Committee meetings upon request from the WDB Staff.

7.16.8 The Grantee shall be present at all of the OneStop Operation Committees (sub-committees of the WorkLink WDB) meetings, and prepared to present at each meeting regarding status of grant activities. Handouts must be submitted to WDB staff for review prior to the meeting.

7.16.9 *Communication*

7.16.10 The Grantee shall maintain regular contact with the WDB staff, meeting with WDB staff at a minimum of once per month to review WIOA program elements and grants.

7.16.11 The Grantee shall not contact the State-level WIOA side of SC Dept. of Employment and Workforce unless directed to do so by WorkLink WDB staff or unless the Grantee receives a direct request from the State-level WIOA staff. The WorkLink Board makes local decisions that may be stricter than State guidance.

7.16.12 The Grantee shall disseminate all WIOA Instruction Letters and provide guidance to Grantee staff on implementation. The Grantee may request Technical Assistance from the WDB staff.

7.16.13 The Operator shall coordinate with the WIOA Program Management grantee to insure appropriate linkages and support are available for the success of the WIOA program.

7.17.1 **DATABASE MANAGEMENT INFORMATION SYSTEM**

7.17.2 The Grantee is to use the South Carolina Works Online System (SCWOS) as the real-time, on-line reporting system for WIOA intake, case management, tracking of services, follow-up and reporting. The Grantee should maintain and be knowledgeable of the following resources:

- a. SCWOS Individual User Guide
- b. SCWOS Staff User Guide
- c. WorkLink Employment and Training Instruction Letters

7.17.3 In order to protect records stored in the SCWOS system, Grantee staff shall not auto save usernames or passwords in the SCWOS system. The SCWOS system is the official reporting system for the State to Department of Labor and contains confidential information. All sensitive information like Social Security Numbers, Account numbers, etc. shall be marked out in all records unless for the sole purpose of employment.

7.17.4 The document scanning capabilities in SCWOS are now available. The Grantee should begin to upload appropriate documents into SCWOS. The following are guidelines on what to scan into SCWOS:

- All documents related to WIOA eligibility
- Any documents related to data validation
- Copies of diplomas, degrees, certificates, etc.

The following are guidelines on what NOT to scan into SCWOS:

- Documents containing social security numbers (unless they are redacted or blacked out)
- Medical and disability related documentation, or criminal records, as this would be a violation of medical or other privacy laws
- Documents that may be found elsewhere in the system such as resumes, printed case notes, etc.
- Documents that are not necessary for case management – personal notes, letters, etc.

7.17.5 The Grantee should maintain and be knowledgeable of all active WorkLink WIOA/SCWOS Instruction Letters.

8.0.0 **PERFORMANCE STANDARDS**

Please review the entirety of the Statement of Work for a better understanding of required deliverables.

8.0.1 Operator Deliverables:

- One staff member identified to serve as the Center Manager and coordinator of job seeker services;
- One staff member to serve as the Business Services Lead;
- OneStop Certification of all Centers;
- Executed Individual Funding Agreements, includes timely, quarterly reconciliation;
- An SC Works Operations Manual and Business Engagement Plan for the region with subsections for each Center;
- Identify and implement best practices, look for ways to use technology, and try innovative ideas;
- Encourage and strengthen partnerships for the purpose of integration into the SC Works system;
- Establish customer service expectations, surveys and strategies for improvement;
- At a minimum, meets all performance measures (WIOA measures, Business Plan, WDB goals,

customer satisfaction, etc.);

- Ongoing, executed Staff Development and Training plan for all SC Works Center staff, includes partners;
- Maintain (revise/expand if necessary) Access Points service locations;
- Establish and post staffing plans and partner coverage for resource rooms,
- Coordination and communications of all services in the SC Works Center services and programs (Hiring events, workshops, testing, rapid response, etc.)
- Establish and distribute workshop schedules on a monthly basis;
- Ongoing participation in workforce development related groups and community events;
- Quarterly Partner Meetings:
- Coordination of SC Works Business Services in collaboration with Economic Development;
- Quarterly Business Service Team Meetings;
- Participation in Regional Sector Strategies and local employer groups;
- Meet the placement goals for WIOA participants in WBL and monitoring;
- Facilitate or host regional annual SC Works job fair (one minimum);
- Facilitate/coordinate hiring events and focus groups for employers;
- Up-to-date and executed Outreach plan for the SC Works (jobseekers and employers);
- Ongoing collaboration and information sharing with the WDB staff;
- Expend a minimum of 95% of total grant; every effort should be made to expend 100%;
 - Including the Supportive Service budget proposed by the provider under the Program Services grant;
- Other goals that support the Scope of Work and outlined in the PY2022 RFP submission from Eckerd (*please reference the RFP response submitted for Eckerd for other deliverables*)

8.1.1 Performance Measures

8.1.2 WIOA funding is partially based on achieving Department of Labor's performance measures regarding employment and training. The Operator will be responsible for supporting WIOA program management efforts to capture follow-up and performance measures data for WIOA measures and should be prepared to track the data for WIOA performance measures.

The WIOA performance measures with noted changes are described below:

- **Employment** - To increase employment, as measured by entry into unsubsidized employment (2nd quarter after exit);
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (4th quarter after exit); and
- **Median Earnings** - To increase earnings received in unsubsidized employment (median of 2nd quarter wages after exit).
- **Credential Rate** – To increase credentials or diplomas obtained during or immediately after program exit.
 - *Definition:* Percentage of participants who obtain a recognized post-secondary credential or diploma during participation or within 1 year after program exit.
- **In-Program Skills Gain** – To increase the skills obtained through education leading to a credential or employment during the program year.

- *Definition:* Percentage of participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real-time.
- **Employer Services** – To indicate effectiveness in serving employers.
 - Number and definitions are pending.

The Program Management Grantee will be responsible for meeting all performance measures as laid out by DOL. In the event that the State and/or the WorkLink WDB sets additional goals to indicate the success of the system or centers, the Operator and the Program Management grantee will also be required to meet those goals and/or measures as well. The Operator and Program Management grantee will be responsible for all performance data regardless of provider. If requested (and in the event that there are multiple providers), data can be broken down by service provider.

8.1.3 The Grantee shall be required to achieve performance goals negotiated between the South Carolina Department of Employment and Workforce and Department of Labor and the WorkLink Workforce Development Area. Below are the performance measures for PY2023. Performance negotiations have not been completed as of this statement of work issuance. Final performance measures for PY2024 will be updated as soon as negotiations have been finalized.

Adults:	Entered Employment 2 nd Qtr after Exit	81.1%
	Entered Employment 4 th Qtr after Exit	80.2%
	Median Earnings 2 nd Qtrs after Exit	\$6,050
	Credential Attainment w/i 4 Qtrs after Exit	70.6%
	In-program skills gains	48.9%
	Employer Services	TBD
Dislocated Worker:	Entered Employment 2 nd Qtr after Exit	84.5%
	Entered Employment 4 th Qtr after Exit	81.5%
	Median Earnings 2 nd Qtrs after Exit	\$7,800
	Credential Attainment w/i 4 Qtrs after Exit	66.2%
	In-program skills gains	56.0%
	Employer Services	TBD

8.1.4 In addition to these measures the WorkLink Workforce Development Board requires that the Grantee maintain a minimum overall “Satisfactory” customer service satisfaction rating from job seekers and employers.

8.1.5 Employment goals are measured using Unemployment Insurance Wage Records systems, and customer satisfaction goals are measured by sampling. The State is currently managing all data collection regarding employment goals and customer service (job seeker and employer) satisfaction. The Contractor will be responsible for capturing all credentials and entering them into SCWOS as well as all In-program skills gains. The Contractor will be required to provide follow-up services to WIOA participants for all four quarters.

9.0.0 REPORTING

9.0.1 Monthly and Quarterly Reports: Routine monthly and quarterly written reports shall be due by the tenth (10th) calendar day of the month following the month being reported on.

9.0.2 The Grantee shall submit the following reports to the Workforce Development Board staff:

Must be available upon request:

- a) Customer Service Satisfaction Report (includes Resource Room, staff, workshops and SC Works Offsite activities);
- b) Resource Room schedules;
- c) Partner Schedules;
- d) Current inventory log;
- e) Complaint log;

Due by the end of the 10th day of each month:

- f) SC Works Center Usage Report – to include customers served (unduplicated and duplicated); job development attempts; entered employments; activities provided; etc.
- g) SC Works Coordination Report – to include activities such as Rapid Response and TAA activities, community events, SC Works Offsite activities, Outreach initiatives, staff training and development synopsis, and other topics of note;
- h) Participation in workforce development/employer/community groups (inclusive of all SC Works Center staff);
- i) Workshop calendar (calendar should be reported by no later than the 10th day of the preceding month)
- j) Report of Business Service activities (job fairs, hiring events, regional sector strategies, team meetings, focus groups, business outreach, etc.);
- k) Work Based Learning Placement log (OJT, Work Experience, etc.)
- l) Financial Reports;

Due within 15 calendar days of the end of the Quarter:

- m) Sub-Grantee Monitoring Reports (at the end of the 3rd Quarter only); and
- n) Partner Meetings and Business Services Integration Team Meetings Minutes

9.1.0 Financial Reports

9.1.1 Financial reports will be prepared and submitted to the WDB Office by the 10th day of the following month. Financial Reports include:

- Monthly request for payment
- Payroll Register
- Supportive Services Check Register
- General Ledger
- YTD Expenditure Reports
- FSR-S
- Contract Obligations by Fund Stream

- ITA Obligations (and encumbrances) by Fund Stream and by Program Year

- 9.1.2 The financial report will be uploaded into a shared file system (such as Microsoft or Dropbox) and notification emailed to: jcampbell@worklinkweb.com.
- 9.1.3 Invoices are typically requested earlier than the 10th for the month of June to meet DEW financial reporting deadlines. The grantee may choose a date earlier in the month for actuals, and then include accruals through the end of month. Accruals should be conservative to avoid overpayments. In this instance final invoices would be due around the 15th.
- 9.1.3 Reimbursements should not exceed the Spending Plan (by line item) that is a part of this agreement. This is by line item of the budget, not the invoice. If funds in excess of the plan are requested a detailed explanation must accompany the request.
- 9.1.4 The Grantee must expend 95% of the Grant funds in this grant budget by June 30, 2025. Performance shall be based on ability to expend funds in a timely manner, and on the accuracy of financial records and reporting.
- 9.1.5 The Grantee may request budget changes from WorkLink in order to meet the needs of the customer. No changes may be made to the budgets, client flow, or client projections without prior approval from the WDB. Grant modification requests will be accepted between October 1, 2024 and May 31, 2025. Requests for modifications must be made in writing at least 2 weeks prior to the next scheduled OneStop Operations Committee. Requests must be submitted on the forms provided by WDB staff. **The board will consider final modifications between May 31 and June 15, 2025, if necessary due to unforeseen extenuating circumstances.**
- 9.1.6 The Grantee shall follow generally accepted accounting principles, guidance provided by Department of Labor, the State of South Carolina, the WorkLink Workforce Development Board, and the Appalachian Council of Governments, regarding Workforce Innovation and Opportunity Act funds.
- 9.1.7 Accurate, current and complete disclosure of the financial results of WIOA grant activities must be made in accordance with SCDEW grant reporting requirements. This means that the allowable costs reported to the State and to the local WDB must be traceable to accounting records. In addition, all allowable costs and activities must be reported, and the reports must be submitted in the format specified by SCDEW Finance. For WIOA grants, the LWIOA must report expenditures and obligations on a monthly basis for each open grant. The Project Accountant will maintain an in-house methodology for tracking obligations and expenditures. This information and reports will be made available upon request.
- 9.1.8 The Grantee shall report monthly using the Individual Training Account (ITA) database, expenditure report, and invoices by no later than the 10th day of the month. Obligations and accruals are not the same thing. The Grantee shall report obligations by fund stream and program year that are supported by ITAs, valid purchase orders, grants, and other written agreements.

- 9.1.9 The Grantee will track ITA obligations and expenditures using an in-house developed methodology. The ITA tracking should be updated to reflect obligations, de-obligations, encumbrances, and expenditures. This system should reflect real-time data; therefore, it is expected that updates to ITAs be entered into within 2 business days of the date of the signed ITA. A report should be available to the WorkLink WDB staff upon request.
- 9.1.10 Financial closeouts will be due to the WorkLink WDB staff by July 15, 2025. The Closeout Package will include the following documents: Grantee's Release Form, Grant Award Adjustment Form, Financial Status Report (FSR), Outstanding Accruals Register, and Property Control Record Form.
- 9.1.11 Invoices for reimbursements will not be processed if monthly financial reports are delinquent. All invoices and appropriate reports shall be emailed to the WorkLink address no later than the 10th of each month.
- 9.1.12 Any incentive/bonus wages set-aside in the associated grant budget worksheet(s) shall be distributed to WIOA-funded staff as a one-time salary increase (also known as a bonus or an incentive) for reaching internally set performance goals associated with the grant. All one-time salary increases should be issued prior to the end of the grant period. Any funds not expended for this purpose will be returned to the WDB. The methodology and documentation for determining the performance goals, amount of funds to be awarded, and which staff are eligible to receive the one-time salary increase shall be available for monitors review at any time prior to or after the distribution of the bonus.
- 9.1.13 This is a reimbursable grant, therefore, funds must be expended by the Grantee before a request is made to the WDB for reimbursement. The closeout package must reflect any payments made after the grant period that applies to expenses incurred during the grant period.

10.0.0 DISALLOWED COSTS

- 10.0.1 The Grantee shall reimburse any and all costs determined to be disallowed costs in connection with the activities in this grant from non-WIOA fund sources. All suspected incidences of disallowed cost should be reported immediately to the WorkLink WDB staff.
- 10.0.2 The WorkLink Workforce Development Board understands that WIOA funded staff are employees of the Grantee. However, WIOA uses Federal Funds that are intended for use as specified in the Act and Regulations.
- 10.0.3 WIOA funded staff may need to participate in activities of the employing agency such as staff meetings. However, participating in activities not specifically mentioned in this grant or in the interest of WIOA, SC Works, or the Workforce Development Board may be considered disallowed costs.

11.0.0 PROCUREMENT/UTILIZATION OF PROPERTY

- 11.0.1 The Grantee is held accountable for any WIOA property/equipment shown on the property inventory for the SC Works sites and will adhere to the Property Procurement rules as established by the SC

Appalachian Council of Governments. All purchases will be made in accordance with procedures outlined in the Property Procurement Handbook.

11.0.2 Property and/or equipment will be inventoried at least yearly and a copy of the inventory sent to the WDB office. WDB staff will include inventory monitoring in their monitoring visit at least yearly. Property control records must contain the following fields per 29 CFR 97.32 Equipment (d) (1), "Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property."

11.0.3 **The Local Workforce Development Areas (LWDAs) receive a small percentage of their total Adult and Dislocated Worker allocations at the beginning of the program year. The remaining amount becomes available on October 1. No large expenditures, other than training related costs, will be approved prior to October 1. No salary increases will be approved until after the WorkLink WDB receives it's Notice of Funds Available (NFA) for the yearly allotment (typically occurs around October 1).**

11.0.4 All equipment is intended for the purpose of providing WIOA services. All equipment purchased with WIOA dollars is to only be used for WIOA services unless given written permission by the WorkLink WDB staff for rapid response.

11.0.5 At the end of this grant period, all usable property, including intellectual property, and regardless of value, must be returned or given to the WDB for continuance of WIOA services.

12.0.0 ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES

12.0.1 The parties to this agreement shall cooperate and adhere to all personnel administration and financial policies and procedures as issued WorkLink Workforce Development Board, Appalachian Council of Governments, SC Department of Employment and Workforce, and Department of Labor.

12.0.2 Program administration will be monitored by WDB staff on an on-going basis for compliance with the Act, Regulations, Statement of Work, financial reporting, data system reporting, and other administrative instructions.

12.0.3 If deviations in any area are deemed serious, the WDB will be so advised and may elect to begin sanction procedures.

12.0.4 The Grantee will keep a log of all complaints received and the disposition of such complaints. The Grantee will advise the WDB EO Officer immediately if a complaint is filed. This report is due on the 12th day after a quarter ends.

12.0.5 The Grantee promises and attests that the Grantee and any members of its staff and governing body shall avoid any actual or potential conflicts of interest.

12.0.6 The Grantee agrees to comply and to require its officers, employees and agents to comply with all applicable WorkLink, Department of Employment and Workforce, WIOA Division, or United States Department of Labor statutes or regulations regarding confidentiality in the operation of WIOA funded programs.

12.0.7 The Grantee shall not enter into sub-grants for any work contemplated under this Grant and shall not assign this Grant or monies without the prior written consent of the WorkLink Executive Director or designee.

12.1.0 **Grantee Central Files**

12.1.1 At a minimum, the following documents will be maintained in the Grantee's central files and will be available for on-site monitoring purposes:

- Grant;
- Copy of Act and Applicable Federal Regulations;
- Staff Job Descriptions;
- Staff Time and Attendance to include annual leave hours, sick leave hours, and holiday hours. Time and Attendance must be kept using assigned Project Codes by function in order to trace activities by funding streams (these documents must be available to the monitors but may be kept in another location);
- Financial Procedures (these documents must be available to the monitors but may be kept in another location);
- Property-Procurement Procedures;
- Workforce Development Area Instruction Letters;
- Financial Reports and Back-up Documentation (these documents must be available to the monitors but may be kept in another location);
- Copy of approved “out of area” travel requests (these documents must be available to the monitors but may be kept in another location);
- Monitoring Report and Replies; and
- Log of Complaints.

12.2.0 **Staffing**

12.2.1 The authorized permanent personnel funded by this agreement are reflected in the budget. Job descriptions will be maintained for each position. Only staff listed in the budget may be paid utilizing funds from this grant. Staff funded with WIOA funds may only perform WIOA duties when they are charging to WIOA on their time sheets. Timesheets shall be made available to WDB staff during monitoring. The WorkLink WDB reserves the right to provide input into hiring and termination of WIOA-funded staff.

12.2.2 The Grantee will submit to WDB staff in writing the following items:

1. The names of new WIOA hires or resignations/terminations for any reason;

2. SCWOS staff-account activations, changes (within 2 days of hire or change), and deactivations (within 24 hours);
3. A Technical Assistance request for SCWOS Training and WIOA Orientation from WDB; and
4. A request to meet WDB staff.

12.2.3 The Grantee shall schedule appropriate training sessions for all new and existing WIOA-funded staff, including scheduling an orientation session with the WDB staff within one week of WIOA employee's start date.

12.2.4 The Grantee shall have all part- and full-time staff participate in and support professional development efforts initiated or approved by the WorkLink Workforce Development Board, to include regularly scheduled grantee meetings and appropriate conferences and workshops.

12.2.5 Travel outside of the WorkLink region requires written Executive Director approval prior to the expenditure of WIOA funds.

12.2.6 For Rapid Response purposes, schedules will remain flexible to accommodate individuals affected by plant closings or personnel vacancies or program design; staff will lend support in other counties within the region.

12.2.7 To comply with the nondiscrimination provisions in Section 188 of the Workforce Innovation and Opportunity Act, to serve customers who speak English as a Second Language or individuals who may be hearing impaired, the Grantee will secure through either a Grant agreement or a voluntary arrangement, an interpreter(s) to effectively communicate with and serve this segment of the population. English and Spanish must be available. The Grantee will take every possible measure to serve persons with disabilities.

12.2.8 The Grantee shall provide ongoing training to Workforce Innovation and Opportunity Act funded staff on aspects of the American with Disabilities Act and training on meeting their accommodation needs and effectively communicating with individuals with disabilities.

12.2.9 The Workforce Innovation and Opportunity Act is an Equal Opportunity Program. Accommodations will be made for individuals with disabilities.

12.2.10 With the increased emphasis on customer satisfaction under the Workforce Innovation and Opportunity Act and the SC Works Certification Standards, the Grantee will conduct on-going customer service training with staff and other partner staff. Workforce Center staff will participate in any training provided by the WorkLink WDB.

12.2.11 Staff should not be absent from the SC Works without adequate coverage.

12.3.0 **Monitoring**

12.3.1 On-site programmatic, Equal Opportunity, and financial monitoring will be completed at least once during the period of this agreement. WDB staff is available upon request to the SC Works site for technical

assistance and training. Submit a Technical Assistance form for any requested training. All new staff should be trained on SCWOS before utilizing the system. WorkLink will reference the RFP submitted by Eckerd in response to WorkLink's PY2022 RFP 22-WIOA-01 One Stop Operator with Business Services when monitoring.

12.4.0 Record Keeping Requirements

12.4.1 Records will be maintained per Section 185 of the Workforce Innovation and Opportunity Act of 2014.

12.4.2 The Grantee should follow the procedures set forth in the File Retention and Records Keeping policy for file management and storage.

12.4.3 Time Keeping Requirements for WIOA Grantee Staff and WIOA Participants

12.4.4 The grantee shall document and maintain time and attendance records as follows:

12.4.5 WIOA Grantee Staff

12.4.6 Record of WIOA staff member hours of annual leave, sick leave, and holiday will be maintained. The records must be signed by the staff member and his/her supervisor and maintained in a central file. The Grantee will be responsible for paying out any leave at the termination of this grant.

12.4.7 WIOA/TAA Participants

12.4.8 A time sheet or record of hours spent in Intensive and/or Training Services shall be maintained in the participant's hard file.

12.5.0 Payments to WIOA Participants

12.5.1 WIOA participants may be eligible to receive supportive services payments and/or needs-based payments. The grantee shall make these payments directly to WIOA participants when applicable. The grantee shall also make sure that there are checks and balances between the maintenance of time sheets or other source documents and the cutting and disbursement of the checks to participants. Failure to fully document the basis for issuing any of the aforementioned payments to participants may result in disallowed costs. The grantee shall reimburse disallowed costs to the WorkLink Workforce Development Area from non-WIOA fund sources.

12.6.0 Insurance for WIOA Participants

12.6.1 The Grantee shall provide insurance coverage for participants as follows:

12.6.2 Classroom Training and Customized Training

12.6.3 Adequate Accident Insurance Coverage for WIOA participants shall be provided while they are participating in training.

12.6.4 WIOA grantees using motor vehicles in conducting services shall provide automobile insurance that clearly specifies that the WorkLink WDB, SC Appalachian Council of Governments and/or staff are held harmless against claims arising from ownership, maintenance, or use of said vehicle.

12.7.0 **Recouping of Non-Expendable Training Equipment**

12.7.1 The Grantee shall establish an in-house policy and procedure for recouping non-expendable training equipment (items designed to last more than one year) when a WIOA participant concludes early. The policy should be submitted for review by WorkLink.

13.0.0 **SANCTIONS**

13.0.1 The WorkLink Workforce Development Board may impose sanctions on the grantee when continued non-compliance with this Grant agreement, other policy and procedures of the Board, the Act and/or its regulations exists, or failure to meet DOL, State, and WorkLink performance measures.

13.0.2 After each quarter, WorkLink staff will evaluate, if for three consecutive months the actual vs. planned, fails to meet the 90% of the planned goal, WorkLink may issue sanctions.

14.0.0 **PROGRAM OVERSIGHT**

14.0.1 The Grantee acknowledges the right and responsibility of the WorkLink Workforce Development Board, the SC Department of Employment and Workforce, and the US Department of Labor and/or their representatives under the provisions of the WIOA to conduct program oversight or monitoring on an announced and/or unannounced basis. The grantee shall further assist in a cooperative manner, the agents, or representatives of the aforementioned entities when conducting on-site monitoring or audits of WIOA funded program activities.

15.0.0 **WIOA TERMS AND CONDITIONS**

15.0.1 The terms and conditions for this grant are attached. The Grantee will adhere to all areas listed in the WIOA Terms and Conditions. In addition to the State issued terms and conditions, a locally defined set of terms and conditions have been provided as an attachment to this grant.

16.0.0 **GRANT MODIFICATION**

16.0.1 Any change in this Grant or documents a part hereof, can be changed only by means of an official modification of this Grant. Modifications are not considered officially executed until approved by the board and all required signatures are captured on the grant award notification packet and distributed to all parties.

16.0.2 Funding for the Grants is dependent on formula allocations and carryover. Modifications shall not be processed without a cost price analysis and updated budget summary, budget detail sheets, and client and budget flow sheets accompanying the request for modification. All modification requests to this grant should be submitted to WorkLink prior to **May 31, 2025**. **The board will consider final modifications between May 31 and June 15, 2025, if necessary due to unforeseen extenuating circumstances.**

16.1.0 Inclusion of Deliverables Promised in Proposal Response

16.1.1 Eckerd submitted a thorough approach to managing centers and providing work-based learning in its response. The Board made its decision based on the procedures described in the proposal. Rather than to codify everything that was proposed, Eckerd should use the RFP response to guide their service delivery model and expected outcomes in addition to requirements laid out by WorkLink. WorkLink will reference the RFP when monitoring.

17.0.0 GRANT CLOSEOUT

17.0.1 Grants will be closed-out by July 15th following the end of the program year. All invoices for payment of expenditures must be submitted prior to or enclosed with the closeout package. Invoices submitted after the grant closeout will not be paid. A copy of the closeout packet may be requested from WDB staff.

18.0.0 COMPLIANCE WITH SECTIONS 188 OF THE ACT AND 29 CFR PART 38

18.0.1 As a condition to this award of financial assistance from the Department of Labor under Title I of WIOA, the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. WIOA Section 188 (29 CFR, Part 38);
- b. Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972, as amended;
- c. Title VII of the Civil Rights Act, as amended;
- d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), as amended;
- e. The Age Discrimination Act of 1975 (42 U.S.C. §6101), as amended;
- f. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101), as amended;
- g. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688), as amended;
- h. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program;
- i. Title II of the Genetic Information Nondiscrimination Act of 2008;
- j. Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations (signed December 12, 2002);
- k. Section 508 of the Rehabilitation Act (29 U.S.C. §794d);
- l. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP);
- m. 29 CFR Part 38 and all other regulations and instruction letters implementing the above.

18.0.2 This program is subject to the provisions of the “Jobs for Veterans Act,” Public Law 107-288 and 20 CFR Part 1010 (Final Rule) 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.

18.0.3 The grantee is required to use e-verify to determine each hire’s eligibility to work in the United States. The Grantee will be responsible for any disallowed cost in the event that an employee is found to not be eligible to work in the United States.

18.0.4 *Regulations and Requirements*

Uniform guidance was issued in 2 CFR Part 200 and 2 CFR Part 2900. The Employment and Training Administration issued TEGL 15-14 that gives guidance on this reform.

The recipient/sub-recipient/sub-contractor must comply with the following federal regulations and requirements:

- i. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
- ii. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
- iii. 2 CFR 200 Uniform administrative requirements, cost principles, and audit requirements for federal awards
- iv. 48 CFR Part 31 (applies to commercial organizations);
- v. 29 CFR Part 95 which codifies OMB A-122;
- vi. 29 CFR Part 97 which codifies OMB A-87;
- vii. Section 504 of the Rehabilitation Act of 1973, as amended;
- viii. Section 508 of the Rehabilitation Act of 1973, as amended;
- ix. Age Discrimination Act of 1975, as amended;
- x. Title IX of the Education Amendments of 1972, as amended;
- xi. Section 167 of the Job Training Partnership Act, as amended;
- xii. Section 188 of the Workforce Innovation and Opportunity Act of 1998;
- xiii. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
- xiv. Title VI of the Civil Rights Act of 1964, as amended;
- xv. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
- xvi. Equal Pay Act of 1963, as amended;
- xvii. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 1998 (WIOA);
- xviii. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
- xix. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
- xx. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
- xxi. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

xxii. ADA Amendments of 2008

18.0.5 The grantee understands that the United States has the right to seek judicial enforcement of this assurance.

18.0.6 The grantee should be familiar with TEGL 9-12, “Human Trafficking: The Role of the Public Workforce system in the Delivery of Services and Referrals to Victims of Trafficking.”

19.0.0 **EFFECTIVE DATE OF GRANT**

19.0.1 The effective dates of this Grant are July 1, 2024 through June 30, 2025

ATTACHMENT I

A Guide to Writing Effective Case Notes

BRO CRIP is an acronym that you can use to help remind you of everything that you should include when writing a case note. BRO CRIP is discussed below:

1. **B = Background.** It includes the situation, context, setting, conditions, circumstances, and framework that underlie the session and the case management relationship. It is not necessary to include background information in a case note that already exists elsewhere in the case file, but if anything new occurs that sheds new light on the background of the case, it should be included in the case note. Regardless whether a background statement is included in any given case note, the background should always be considered when writing case notes.
2. **R = Reason.** It is the purpose, function, rationale, or intended usefulness of the interview. In essence, why are you meeting with the customer? If you don't have reason, then don't meet. If you do have a reason, be sure to include it in the case note.
3. **O = Observations.** This is the personal situation of the customer at the time of the meeting. It could include both behaviors and actions (for example, the customer was late or smelled of alcohol), but it should never include your opinion (for example, the customer had a bad attitude).
4. **C = Content.** This is the actual substance of the meeting. It is a summary of the key events. It explains what happened during the meeting. It is not necessary to document everything that everybody said, but in one or two sentences, you should try to summarize the main things that happened during the meeting for the record.
5. **R = Results.** This is the outcome of the meeting. It is an evaluation of how well the meeting went, in light of its intended purpose. Did you achieve your REASON for meeting? If so, state it. If not, explain what was not achieved.
6. **I = Impressions.** This is an overall assessment of the progress the customer is making towards his/her goals. It should be based on the achievement objectives in the plan (IEP) and the timelines that have been established during the planning process. It is not just guesswork.
7. **P = Plans.** This is the next step for you and the customer to take. It includes any assignments you may have given to the customer, as well as documentation of when you will meet again and what you hope to accomplish at the next meeting (REASON).

WORKFORCE INNOVATION AND OPPORTUNITY ACT
(Authorized Under Public Law 105-220)

GRANT SIGNATURE SHEET
Modification #1

Grant Name: Eckerd WDS- IET Adult/DW Grant **Grant #:** 23IETA295E1

Administrative Entity SC Appalachian Council of Governments PO Box 6668 30 Century Circle Greenville, SC 29606 (864) 242-9733	Contractor Name and Address Eckerd Youth Alternatives, Inc 100 Starcrest Dr. Clearwater, FL 33756 (727) 461-1236
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Effective Date of Modification: March 8, 2024

Changes due to this Modification have the following effect on Cost Categories:

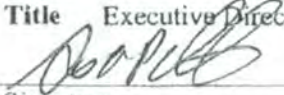
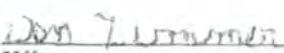
GRANT AMOUNT BY CATEGORY			
	Administrative	Program	Total
Present Grant	\$0	\$109,425	\$109,425
Increase by	\$0	\$	\$
Decrease by	\$0	\$8,212	\$8,212
New Amount	\$0	\$101,213	\$101,213



Reason for Modification (Summary of Changes):
WorkLink Staff and Eckerd Youth Alternative, Inc. (Contractor) are requesting a modification to the current Individual and Employer Training (IET) Adult & Dislocated Worker grant award to shift funding from the Participant Cost to the Incumbent Worker Training to balance this same amount moved from IWT to Participant Costs with the Engage, Build, Serve Grant modification 2. WorkLink WDB Executive Committee approved this modification on 3/8/2024.

Grant Period as of this Modification:

Beginning Date: October 1, 2023 Ending Date: September 30, 2024

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

Approved for the Administrative Entity
Name Steven R. Pelissier
Title Executive Director
 4/11/24
Signature Date
 4/11/24
Witness Date

Approved for the Contractor
Name Mr. Randall W. Luecke
Title Chief Financial Officer
 4-10-24
Signature Date
 4/10/24
Witness Date

***Note: No signature or date stamps will be accepted**

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

Grantee: Eckerd Connects

Grant #: 23IET295E01

Activity Designation: Adult/DW Training Activities

Modification #: Mod 1

I. ADMINISTRATION:

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

5. Sub-Total

II. PROGRAM:

- 1. Salaries, Fringe Benefits and Indirect Cost _____
- 2. Operating Expenses _____
- 3. Participant Activities Cost \$101,213
- 4. Participant Services _____
- 5. Sub-Tier Program _____
- 6. Other (Specify) _____

7. Sub-Total \$101,213

III. TOTAL GRANT COST (I + II)

\$101,213

WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - GRANT BUDGET
BUDGET DETAIL
PARTICIPANT ACTIVITIES COST

Grantee: Eckerd Connects Grant No: 231ET295E01
 Activity Designation: Adult/DW Training Activities Mod No: Mod 1

I. ASSESSMENT (Specify)	Cost per participant	Number of Participants	TOTAL PROGRAM COST
1.	\$0	0	\$0
2.	\$0	0	\$0
3.	\$0	0	\$0
SUBTOTAL I: \$0			
II. INSTRUCTIONAL TRAINING			
1. Tuition	4,048.52	25	\$101,213
2. Books	\$0	0	\$0
3. Supplies/Materials	\$0	0	\$0
4. Expendable Tools/Equipment (ATTACH LISTING OF ITEMS)			\$0
5. Non-Expendable Equipment (ATTACH LISTING OF ITEMS)			\$0
6. Training Space: _____ sq. ft. X \$ _____ per sq. ft.	\$0	0	\$0
7. Other Training Expenses (SPECIFY)	\$0	0	\$0
	\$0	0	\$0
	\$0	0	\$0
	\$0	0	\$0
SUBTOTAL II: \$101,213			
III. Employer's On-the-Job Training Reimbursement			
(_____) Participants X _____ Average Wage X _____			\$0
(_____) Average Hours X _____ (%)			\$0
			\$0
SUBTOTAL III: \$0			
TOTAL ACTIVITIES COST (I + II + III)			\$101,213

WORKFORCE INNOVATION AND OPPORTUNITY ACT
(Authorized Under Public Law 105-220)

GRANT SIGNATURE SHEET
Modification #2

Grant Name: Eckerd WDS- IET Adult/DW Grant **Grant #:** 23IETA295E1

Administrative Entity SC Appalachian Council of Governments PO Box 6668 30 Century Circle Greenville, SC 29606 (864) 242-9733	Contractor Name and Address Eckerd Youth Alternatives, Inc 100 Starcrest Dr. Clearwater, FL 33756 (727) 461-1236
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Effective Date of Modification: August 19, 2024

Changes due to this Modification have the following effect on Cost Categories:

GRANT AMOUNT BY CATEGORY

	Administrative	Program	Total
Present Grant	\$0	\$101,213	\$101,213
Increase by	\$0	\$	\$
Decrease by	\$0	\$	\$
New Amount	\$0	\$101,213	\$101,213

Reason for Modification (Summary of Changes):

WorkLink Staff and Eckerd Youth Alternative, Inc. (Contractor) are requesting a modification to the current Individual and Employer Training (IET) Adult & Dislocated Worker grant award to shift \$10,000 in funding from Tuition to Supportive Services in accordance with the attached budget. There are no changes to the overall grant amount.

Grant Period as of this Modification:

Beginning Date: October 1, 2023 Ending Date: September 30, 2024

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

Approved for the Administrative Entity

Name Steven R. Pelissier
Title Executive Director

 8/22/24
Signature Date

 8/22/24
Witness Date

Approved for the Contractor

Name Mr. Randall W. Luecke
Title Chief Financial Officer

 8-27-24
Signature Date

 8/27/2024
Witness Date

***Note: No signature or date stamps will be accepted**

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

Grantee: Eckerd Connects

Grant #: 23IET295E01

Activity Designation: Adult/DW Training Activities

Modification #: Mod 2

I. ADMINISTRATION:

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

II. PROGRAM:

1. Salaries, Fringe Benefits and Indirect Cost	_____	
2. Operating Expenses	_____	
3. Participant Activities Cost	_____	\$98,213
4. Participant Services	_____	\$3,000
5. Sub-Tier Program	_____	
6. Other (Specify)	_____	
_____	_____	
_____	_____	
7. Sub-Total	_____	\$101,213

III. TOTAL GRANT COST (I + II)	_____	\$101,213
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**WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - GRANT BUDGET
BUDGET DETAIL**

STAFF SALARIES, FRINGE BENEFITS & INDIRECT COST

Grantee: Eckerd Connects Grant No: 23IET295E01
 Activity Designation: Adult/DW Training Activities Mod No: Mod 2

SALARIES, FRINGE BENEFITS, & INDIRECT COST						ADMINISTRATION		PROGRAM	
Staff Salaries: Position Title	Salary Per Week	% of Time	No. of Weeks	TOTAL AMOUNT	%	Amount	%	Amount	
				\$0	0%	\$0	0%	\$0	
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0	
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0	
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0	
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0	
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0	
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0	
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0	
TOTAL SALARIES				\$0		\$0		\$0	
FRINGE BENEFITS:									
FICA	0.00%	X	\$0	\$0	0%	\$0	0%	\$0	
Workmen's Comp.	0.00%	X	\$0	\$0	0%	\$0	0%	\$0	
Health & Wealth (Pos. Level)	0.00%	X	\$0	\$0	0%	\$0	0%	\$0	
Ret. / Pension	0.00%	X	\$0	\$0	0%	\$0	0%	\$0	
Unemployment Insurance	0.00%	X	\$0	\$0	0%	\$0	0%	\$0	
Other (Specify)	0.00%	X	\$0	\$0	0%	\$0	0%	\$0	
	0.00%	X	\$0	\$0	0%	\$0	0%	\$0	
TOTAL FRINGE BENEFITS				\$0		\$0		\$0	
INDIRECT COST:									
RATE <u>0%</u> X <u>\$0</u> = <u>\$0</u> Indirect cost must be based on a rate approved by an appropriate federal agency. A copy of the approved indirect rate must be submitted prior to reimbursement.									
TOTAL COST				\$0		\$0		\$0	

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

Grantee: Eckerd Connects

Grant No.: 23IET295E01

Activity Designation: Adult/DW Training Activities

Mod No.: Mod 2

OPERATING EXPENSES				ADMINISTRATION		PROGRAM	
OBJECT NAME:	COST PER MONTH	NUMBER OF MONTHS	TOTAL AMOUNT	%	AMOUNT	%	AMOUNT
1. Non-Consumable Supplies	\$0	0	\$0	0%	\$0	100%	\$0
2. Communications	\$0	0	\$0	0%	\$0	0%	\$0
3. Postage	\$0	0	\$0	0%	\$0	0%	\$0
4. Staff Training/Travel	\$0	0	\$0	0%	\$0	0%	\$0
5. Equipment Rent	\$0	0	\$0	0%	\$0	0%	\$0
6. Equipment Expense / Repair (Specify)	\$0	0	\$0	0%	\$0	0%	\$0
7. Premises Rent	\$0	0	\$0	0%	\$0	0%	\$0
8. Outreach	\$0	0	\$0	0%	\$0	0%	\$0
9. Services / Miscellaneous 1.01% x total (Contract Amount)	-	0	\$0	0%	\$0	0%	\$0
10. Non-Expendable Equipment	\$0	0	\$0	0%	\$0	0%	\$0
TOTAL OPERATING EXPENSES			\$0		\$0		\$0

WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - GRANT BUDGET
BUDGET DETAIL
PARTICIPANT ACTIVITIES COST

Grantee: Eckerd Connects Grant No: 23IET295E01

Activity Designation: Adult/DW Training Activities Mod No: Mod 2

	Cost per participant	Number of Participants	TOTAL PROGRAM COST
I. ASSESSMENT (Specify)			
1.	\$0	0	\$0
2.	\$0	0	\$0
3.	\$0	0	\$0
SUBTOTAL I:			
II. INSTRUCTIONAL TRAINING			
1. Tuition	3,648.52	25	\$91,213
2. Books	\$0	0	\$0
3. Supplies/Materials	\$280	25	\$7,000
4. Expendable Tools/Equipment (ATTACH LISTING OF ITEMS)			\$0
5. Non-Expendable Equipment (ATTACH LISTING OF ITEMS)			\$0
6. Training Space: _____ sq. ft. X \$ _____ per sq. ft.	\$0	0	\$0
7. Other Training Expenses (SPECIFY)			\$0
	\$0	0	\$0
	\$0	0	\$0
	\$0	0	\$0
SUBTOTAL II:			
			\$98,213
III. Employer's On-the-Job Training Reimbursement			
(_____ Participants X _____ Average Wage X _____ Average Hours X _____ %)			\$0
			\$0
			\$0
SUBTOTAL III:			
			\$0
TOTAL ACTIVITIES COST (I + II + III)			\$98,213

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

Grant No: 23IET295E01

Grantee: Eckerd Connects

Mod No: Mod 2

Activity Designation: Adult/DW Training Activities

			TOTAL COST
I. NEEDS-RELATED PAYMENTS			
			\$0
			\$0
II. SUPPORTIVE SERVICES			
A. TRANSPORTATION			
1. FUEL			\$0
2. MAINTENANCE			\$0
3. TRANSPORTATION ALLOWANCE		\$300 x 10 participants	\$3,000
4. OTHER (SPECIFY AND ATTACH ITEMIZATION)			\$0
TOTAL TRANSPORTATION			
			\$3,000
B. CHILD CARE			
# of participants	x cost per participant per week	x # of weeks	
0	\$0	0	\$0
C. OTHER (SPECIFY)			
			\$0
			\$0
TOTAL PARTICIPANT SERVICES COST (I + II)			\$3,000

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - GRANT BUDGET
BUDGET DETAIL
SUB-TIER AGREEMENTS**

Grant No: Eckerd Connects Grant No: 23IET295E01

Activity Designation: Adult/DW Training Activities Mod No: Mod 2

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

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

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

GRANT AWARD

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

Project Title: Planning & Development

Grant Number: 24PAD895E1

Contact: Renee Alexander
(864) 634-0151

Award Amount: \$24,349

Grant Period: August 1, 2024 – July 31, 2025

CFDA: 17.278 – WIOA Dislocated
Workers Formula Grants

Conditions:


- Monthly Financial Status Reports/Requests for Payment, inclusive of all expenses up to and including the last day of the month, must be submitted to the fiscal contact no later than the 10th of the following month.
- All funds not expended by the end of the grant will be deobligated and returned to SC Appalachian Council of Governments.

Contacts:


Fiscal & Program Contact: Jennifer Campbell (Adult/DW) Sharon Crite (Youth)
864.646.1458 864.646.1828
jcampbell@worklinkweb.com scrite@worklinkweb.com

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

Approved By:


Steven R. Pelissier
Executive Director

Accepted By:


Randall Luecke
Chief Financial Officer

8/14/24
Date

8-14-24
Date

Stevens Amendment Notice: This contract is supported by the U.S. Department of Labor as part of an award totaling \$75,000 with 0% financed from state, local, and/or non-governmental sources.

Part I

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

1.0 Purpose

1.1 The purpose of this grant is to provide Eckerd with WIOA Statewide Activities funds for professional development.

2.0 Terms of Agreement

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

3.0 Period of Performance

3.1 The grant award is for a period of 12 months, from August 1, 2024 – July 31, 2025. Any sub-awards or sub-contracts written under this grant must also end by July 31, 2025. Any exceptions must receive prior approval from WorkLink.

4.0 Use of Funds

4.1 Funds may not be used for equipment, program activities, or Administration or Program Salaries/Fringe Benefits and Indirect Costs. Only professional development activities are considered allowable expenses for the purpose of this grant. Please see the attached budget supplemental form for guidance. Any alterations in the planned professional development training during the grant award period must be approved by WorkLink staff before the expense is incurred.

4.2 LWDAs and their contractors are required to follow the Procurement Standards outlined in the Cost Principles and Audit Requirements for Federal Awards, at 2 CFR 200.317 thru 200.327, when obtaining services through the grant.

5.0 Sub-Tier Agreements and Contracts

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

6.0 Reporting Requirements

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

6.2 An invoice must be submitted each time the Grantee wishes to request reimbursement, along with proper supporting documentation of expenditures.

- 6.3 The Grantee will submit a complete Grant Closeout Report to WorkLink accompanying the final request for reimbursement invoice due no later than thirty (30) calendar days after the grant end date. WorkLink will supply the closeout forms and instructions prior to grant expiration.
- 6.4 All funds not expended by the end of the grant will be de-obligated and returned to ACOG.
- 6.5 The Grantee will provide reports to the WorkLink Workforce Development Board, its committees, and other stakeholders upon request. WorkLink staff may additionally request the grantee to attend periodic meetings and roundtables to discuss the progress of the grant, share best practices, and work through issues.
- 7.0 Monitoring and Oversight
- 7.1 The Grantee is subject to programmatic and financial compliance monitoring, which will be performed at least once per year.
- 7.2 The Grantee must provide proper oversight and monitoring of all sub-recipients, including sub-grantees and sub-contractors.
- 8.0 Grant Modifications
- 8.1 Any alterations to the budget categories must have prior approval from WorkLink and will require a modification to the grant. Budget categories are those listed on the WIOA Budget Summary. Changes to the project scope, goods or services purchased through the grant may require a grant modification. The Grantee must contact WorkLink for technical assistance to determine if a modification is required.
- 9.0 Failure to Comply with Grant Requirements
- 9.1 Failure to comply with grant terms and conditions outlined in Section 2.0 may result in sanctions as defined in State Instruction 19-04, Change 1, WIOA Title Sanctions Policy, including but not limited to delay or denial of Requests for Payment.

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

Grantee: Eckerd Connects

Grant #: 24PAD895E1

Activity Designation: PAD Funding

Modification #: Original

I. ADMINISTRATION:

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

5. Sub-Total

II. PROGRAM:

- 1. Salaries, Fringe Benefits and Indirect Cost _____
- 2. Operating Expenses \$24,349 _____
- 3. Participant Activities Cost _____
- 4. Participant Services _____
- 5. Sub-Tier Program _____
- 6. Other (Specify) _____

7. Sub-Total \$24,349

III. TOTAL GRANT COST (I + II)

\$24,349

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

Grantee: Eckerd Connects

Grant No: 24PAD895E1

Activity Designation: PAD Funding

Mod No: Original

SALARIES, FRINGE BENEFITS, & INDIRECT COST					ADMINISTRATION		PROGRAM	
Staff Salaries: Position Title	Salary Per Week	% of Time	No. of Weeks	TOTAL AMOUNT	%	Amount	%	Amount
	\$0.00	100%	0	\$0	0%	\$0	100%	\$0
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0
	\$0.00	0%	0	\$0	0%	\$0	0%	\$0
TOTAL SALARIES				\$0		\$0		\$0
FRINGE BENEFITS:								
FICA	0.00%	X	\$0	\$0	0%	\$0	100%	\$0
Workmen's Comp.	0.00%	X	\$0	\$0	0%	\$0	100%	\$0
Health & Wealth (Pos. Level)	0.00%	X	\$0	\$0	0%	\$0	100%	\$0
Ret. / Pension	0.00%	X	\$0	\$0	0%	\$0	100%	\$0
Unemployment Insurance	0.00%	X	\$0	\$0	0%	\$0	100%	\$0
Other (Specify)		X	\$0	\$0	0%	\$0	0%	\$0
		X	\$0	\$0	0%	\$0	0%	\$0
TOTAL FRINGE BENEFITS				\$0	0%	\$0	0%	\$0
INDIRECT COST:								
	RATE <u>0.0%</u>	X	\$0	=	\$0	#DIV/0!	#DIV/0!	
Indirect cost must be based on a rate approved by an appropriate federal agency. A copy of the approved indirect rate must be submitted prior to reimbursement.								
TOTAL COST				\$0		#DIV/0!		#DIV/0!

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

Grantee: Eckerd Connects

Grant No: 24PAD895E1

Activity Designation: PAD Funding

Mod No: Original

OPERATING EXPENSES				ADMINISTRATION		PROGRAM	
OBJECT NAME:	COST PER MONTH	NUMBER OF MONTHS	TOTAL AMOUNT	%	AMOUNT	%	AMOUNT
1. Non-Consumable Supplies	\$0	0	\$0	0%	\$0	0%	\$0
2. Communications	\$0	0	\$0	0%	\$0	0%	\$0
3. Postage	\$0	0	\$0	0%	\$0	0%	\$0
4. Staff Training/Travel							
Staff Travel Expenses (hotels, meals, mileage,	\$2,862	4	\$11,449	0%	\$0	100%	\$11,449
Staff Training (Registration & Fees)	\$3,225	4	\$12,900	0%	\$0	100%	\$12,900
5. Equipment Rent	\$0	0	\$0	0%	\$0	0%	\$0
6. Equipment Expense / Repair (Specify)	\$0	0	\$0	0%	\$0	0%	\$0
7. Premises Rent	\$0	0	\$0	0%	\$0	0%	\$0
8. Outreach (Print/Copy)	\$0	0	\$0	0%	\$0	0%	\$0
9. Services / Miscellaneous (liability insurance)	\$0	0	\$0	0%	\$0	0%	\$0
10. Non-Expendable Equipment	\$0	0	\$0	0%	\$0	0%	\$0
TOTAL OPERATING EXPENSES			\$24,349		\$0		\$24,349

WORKFORCE INNOVATION AND OPPORTUNITY ACT

PART II - GRANT BUDGET

BUDGET DETAIL

PARTICIPANT ACTIVITIES COST

Grantee: Eckerd Connects

Grant No: 24PAD895E1

Activity Designation: PAD Funding

Mod No: Original

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

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

Grantee: Eckerd Connects

Grant No: 24PAD895E1

Activity Designation: PAD Funding

Mod No: Original

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

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - GRANT BUDGET
BUDGET DETAIL
SUB-TIER AGREEMENTS**

Grantee: Eckerd Connects

Grant No: 24PAD895E1

Activity Designation: PAD Funding

Mod No: Original

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

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

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

June 24, 2024

Mr. Jonathan Zeigler
Sr. Vice President of Workforce Operations
Eckerd Workforce Services
100 N. Starcrest Drive
Clearwater, FL 33765

Re: PY 24 Grant Awards for Youth Program Services

Dear Mr. Zeigler:

The WorkLink Workforce Development Board (WDB) voted to award a grant agreement for Youth WIOA program services (authorized under Title 1-B of the Workforce Innovation and Opportunity Act of 2014) to Eckerd Workforce Services on May 29, 2024.

Please allow this letter to serve for the following reasons:

1. To confirm that WorkLink Workforce Development Board intends to award Youth Formula Grant# # **24Y495E3** for Program Year 2024 with a total amount of **\$370,000 (pending final Formula funds available)**.
2. To confirm authorization for Eckerd Connects Workforce Services to incur generally accepted program costs against the above cited Grant # **24Y495E3** extension not to exceed:
 - **\$95,000 in Youth funds**
until the fully executed contract and budget are complete. Eckerd Connects Workforce Services should adhere to the budgeted line items approved by the WorkLink Board on May 29, 2024.

The funding amount outlined in item number 2 should be considered obligated to Eckerd Connects Workforce Services as of the issuance date of this letter, **June 20, 2024**.

The youth services provider should not make any large purchases at this time with program funds.

WorkLink WDB has made available to the youth services provider/contractor what is available to the WDB during this timeframe. Therefore, the total amount listed in number two (2) of this letter (covers 1st quarter (July 1 - Sept 30, 2024 of PY 24) MUST be adhered to; WorkLink WDB will not reimburse the Youth Service Provider for any costs over the funding limits set forth in this letter. Please notify us immediately if costs reach 90% or greater of the total listed above in number two (2).

WORKFORCE DEVELOPMENT BOARD
 WorkLink Workforce Innovation and Opportunity Act
GRANT BUDGET SUMMARY

Service Provider: Eckerd Connects Contract # 24Y495E3 Provisional Budget

Project/Activity: Youth Funding Source: WIOA Youth Modification # N/A

Line Items	Administrative	Non-Administrative	Total Budget Amount	In-Kind Contributions *
Salaries & Fringe Benefits	\$ -	\$ 231,382	\$ 231,382	\$ -
Facilities/Rent Costs (space)	\$ -	\$ 3,600	\$ 3,600	\$ -
Non-Expendable Equipment Costs	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ 15,091	\$ 15,091	\$ -
WI Customer Wages and Fringe Benefits	\$ -	\$ 30,000	\$ 30,000	\$ -
WI Customer Individualized Training Costs	\$ -	\$ 30,300	\$ 30,300	\$ -
WI Customer Supportive Services Costs	\$ -	\$ 18,000	\$ 18,000	\$ -
WI Customer Needs-Based/Needs-Related Payment Costs	\$ -	\$ -	\$ -	\$ -
WI Payments to Employers Costs	\$ -	\$ -	\$ -	\$ -
Staff Training/Tech Services Costs	\$ -	\$ -	\$ -	\$ -
Other Direct Costs	\$ -	\$ 6,025	\$ 6,025	\$ -
Training Fees/Professional Fees/ Profit	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ 35,602	\$ 35,602	\$ -
Total Budget Costs	\$ -	\$ 370,000	\$ 370,000	\$ -
Percentage of Budget	0%	100%	100%	-
Cost Limitations	2% Maximum	At least 98%	100%	-

* In-Kind Contributions should not be included when calculating the Percentage of the Budget.

WORKFORCE DEVELOPMENT BOARD
 WorkLink Workforce Innovation and Opportunity Act
STAFF SALARIES, FRINGE BENEFITS & INDIRECT COST

Service Provider: ECKERD CONNECTS Contract # 24Y485E3 Mod # N/A
 Project/ Activity: YOUTH Funding Source: WIDA Youth

STAFF & INDIRECT COST - BUDGET SUMMARY

SALARIES, FRINGE BENEFITS, & INDIRECT COST	Position Title	Salary Per Month	No. of Months	% of Time	ADMINISTRATION		NON-ADMINISTRATIVE		In-Kind Contributions*	WEX %	WEX Cost
					%	Amount	%	Amount			
TOTAL SALARIES					TOTAL AMOUNT						
FRINGE BENEFITS:											
FICA		7.65%	X	184,549	\$ 14,118	0%	\$0	100%	\$14,118	\$	4,342.64
Unemployment Insurance		0.69%	X	184,549	\$ 1,281	0%	\$0	100%	\$1,281	\$	393.96
Workers Comp.		0.05%	X	184,549	\$ 82	0%	\$0	100%	\$82	\$	28.38
Ret. / Pension		1.50%	X	184,549	\$ 2,768	0%	\$0	100%	\$2,768	\$	851.50
Health Insurance		14.65%	X	184,549	\$ 27,041	0%	\$0	100%	\$27,041	\$	8,317.60
Other Health Benefits		0.83%	X	184,549	\$ 1,533	0%	\$0	100%	\$1,533	\$	471.68
TOTAL FRINGE BENEFITS					\$ 48,833.28		\$0		\$48,833.28	\$	14,405.78
INDIRECT COST: RATE					\$ 35,962.19		\$0		\$35,962.19	\$	71,172.28
TOTAL COST					\$ 298,983.96		\$		\$ 298,983.96	\$	30,000.00
										Stipends \$	101,172.28
										TOTAL WEX \$	27%

Each position must be supported by a job description.
 A current copy of your "Indirect Cost Rate" as approved by your Cognizant Agency and description of the costs covered must be attached to the budget as an Exhibit

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Innovation and Opportunity Act
COST AND PRICE ANALYSIS WORKSHEET

Service Provider ECKERD CONNECTS Contract # 24Y495E3 Provisional Budget

Project/Activity YOUTH Fund Source WIOA Youth Mod # N/A

Cost and Price Analysis	Total Cost	Administrative	Non-Administrative	In-Kind Contributions
FACILITIES COST *				
Total Cost of Facilities or Rent	\$ 3,600.00	\$ -	\$ 3,600.00	\$ -
NON-EXPENDABLE EQUIPMENT				
Equipment Rental Cost *				
Non-Expendable Equipment Purchases	\$ -	\$ -	\$ -	\$ -
Wide Area Network (WAN) Equipment and Computer Software	\$ -	\$ -	\$ -	\$ -
Total Cost of Non-Expendable Equipment	\$ -	\$ -	\$ -	\$ -
OPERATING EXPENSES				
Communications				
Local Telephone Cost/Cell Phones	\$ 821.15	\$ -	\$ 821.15	\$ -
Long Distance Telephone Cost	\$ -	\$ -	\$ -	\$ -
Wide Area Network Lines/Internet	\$ 1,600.00	\$ -	\$ 1,500.00	\$ -
Postage ()	\$ 1,600.00	\$ -	\$ 1,500.00	\$ -
Facsimile (Fax)	\$ -	\$ -	\$ -	\$ -
Total Cost of Communications	\$ 3,821.15	\$ -	\$ 3,821.15	\$ -
Staff Travel				
Local Mileage cost	\$ 3,842.14	\$ -	\$ 3,842.14	\$ -
Non-Local Mileage cost	\$ -	\$ -	\$ -	\$ -
Non-Local Per Diem/Lodging Cost	\$ -	\$ -	\$ -	\$ -
Total Cost of Staff Travel	\$ 3,842.14	\$ -	\$ 3,842.14	\$ -
Expendable Supplies and Materials				
Office/Desktop Supplies and Materials Cost	\$ 2,222.00	\$ -	\$ 2,222.00	\$ -
Copying Cost *	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
Software Licenses	\$ 3,105.73	\$ -	\$ 3,105.73	\$ -
Total Cost of Supplies and Materials	\$ 7,327.73	\$ -	\$ 7,327.73	\$ -
Equipment Maintenance and Repairs Cost *	\$ -	\$ -	\$ -	\$ -
Utilities Cost *	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	\$ 15,091.02	\$ -	\$ 15,091.02	\$ -
WI CUSTOMER WAGES AND FRINGE BENEFITS				
Work Experience Wages and Fringe Benefits				
Work Experience Wage Cost	\$ -	\$ -	\$ -	\$ -
Work Experience Fringe Benefits Cost	\$ -	\$ -	\$ -	\$ -
Total Cost of Work Experience	\$ -	\$ -	\$ -	\$ -
Limited Internship Wages and Fringe Benefits				
Limited Internship Wage Cost	\$ -	\$ -	\$ -	\$ -
Limited Internship Fringe Benefits Cost	\$ -	\$ -	\$ -	\$ -
Total Cost of Limited Internship	\$ -	\$ -	\$ -	\$ -
Miscellaneous Wage Cost (Specify)				
WEX Stipends Wage Cost	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -
Fringe Benefits Cost	\$ -	\$ -	\$ -	\$ -
Total Cost of	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -
Total Cost of WI Customer Wages & Fringe Benefits	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -
WI CUSTOMER INDIVIDUALIZED TRAINING COSTS				
Tuition Cost	\$ 14,600.00	\$ -	\$ 14,600.00	\$ -
Instructional Supply Cost	\$ -	\$ -	\$ -	\$ -
Other Individualized Training Cost (Credential Exam Fees)	\$ 15,800.00	\$ -	\$ 15,800.00	\$ -
Individual Training Account/Voucher Cost	\$ -	\$ -	\$ -	\$ -
Total Cost WI Customer Individualized Training	\$ 30,300.00	\$ -	\$ 30,300.00	\$ -
WI CUSTOMER SUPPORTIVE SERVICES COSTS				
Child Care	\$ -	\$ -	\$ -	\$ -
Transportation	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -
Client Incentives	\$ -	\$ -	\$ -	\$ -
Client Training Support Materials	\$ -	\$ -	\$ -	\$ -
Client Emergency Assistance & Expungements	\$ -	\$ -	\$ -	\$ -

Total Cost of Customer Support Services	\$ 18,000.00		\$ 18,000.00	\$ -
WI CUSTOMER NEEDS-BASED/NEED-RELATED PAYMENTS				
List Type and Amount	\$ -		\$ -	\$ -
	\$ -		\$ -	\$ -
	\$ -		\$ -	\$ -
Total Cost of WI Needs Based/Need-Related Payments	\$ -		\$ -	\$ -
WI PAYMENTS TO EMPLOYERS				
On-the-Job Training (OJT)	\$ -		\$ -	\$ -
Job Creation Payment Cost	\$ -		\$ -	\$ -
Total Cost of WI Payments to Employers	\$ -		\$ -	\$ -
STAFF TRAINING/TECHNICAL SERVICES COSTS				
List Type and Amount				
Staff Training Registration Costs	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Cost of Staff Training/Technical Services	\$ -	\$ -	\$ -	\$ -
OTHER DIRECT COSTS				
List Type and Amount				
General Liability Insurance	\$ 4,884.00	\$ -	\$ 4,884.00	\$ -
Participant Outreach	\$ -	\$ -	\$ -	\$ -
Participant Graduation Fees (6595)	\$ 1,045.00	\$ -	\$ 1,045.00	\$ -
Staff Background Checks	\$ 86.00	\$ -	\$ 86.00	\$ -
Participant Verification	\$ -	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ 6,025.00	\$ -	\$ 6,025.00	\$ -
TRAINING/PROFESSIONAL FEES/PROFIT				
Budgeted Profit	\$ -	\$ -	\$ -	\$ -
Professional Fees	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Total Cost of Training/Professional Fees/Profit	\$ -	\$ -	\$ -	\$ -

WORKFORCE INVESTMENT BOARD
 WorkLink Workforce Innovation and Opportunity Act
CLIENT FLOW PROJECTIONS

Service Provider: Eckerd Connects Contract # 24Y495E3

Project Activity: Youth Fund Source: WIOA Youth

Period	Clients Served		Cumulative	Clients Exited		Active Clients
	Carryover	New		Positive	Negative	
July	33	0	33	21	12	33
August	33	3	36	33	3	36
September	36	9	45	36	9	45
October	45	9	54	45	9	54
November	54	9	63	54	9	63
December	63	0	63	63	0	63
January	63	5	68	63	5	68
February	68	5	73	68	5	73
March	73	5	78	73	5	78
April	78	2	80	78	2	80
May	80	0	80	80	0	80
June	80	0	80	80	0	80
Carryovers	33	0	33			
New Enrollments		47	47			
Follow-up		100	100			
Total Served		180	180			
Planned Carryover	33					

Active Clients equal Cumulative Clients Served minus Cumulative Clients Exited

Part II
Statement of Work

Eckerd Connects Workforce Development, Inc.
YOUTH ACTIVITIES
Grant 24Y495E3

1.0 TITLE

1.1 Eckerd Connects Workforce Development, Inc. - Palmetto Youth Connections (PYC) hereinafter referred to as the Grantee, having entered into this contractual agreement with the **SC Appalachian Council of Governments**, hereinafter referred to as the Administrative Entity for the WorkLink Local Workforce Development Area, shall provide services and perform functions and program activities as outlined herein, pursuant to provisions and regulations of the Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-228, July 22, 2014). Services, functions, and program activities specified herein shall be provided to eligible WIOA Title I youth participants, who reside in Anderson, Oconee, or Pickens Counties in the State of South Carolina. It is the responsibility of the Grantee to become familiar with the requirements of the Act, **Final Rules and Regulations (FR&R)**-(See Code of Federal Regulations (CFR) Part 681 (Youth Activities under Title 1 of the Workforce Innovation and Opportunity Act) of the Federal Register dated August 19, 2016), OMB Circular 2 CFR 200, and Training & Employment Guidance Letter (TEGL) for purposes of providing the activities and services described, in part, in this grant.

1.2 Disclaimer: WorkLink Workforce Development Board (WDB) may request modification of program design or the delivery of services due to, interpretation of WIOA Act and Regulations, Final Rules and Regulations (**FR&R**)-(see Federal Register Part 681(Youth Activities under Title 1 of the Workforce Innovation and Opportunity Act) dated August 19, 2016), changes in Terms and Conditions, Training and Employment Guidance Letter (TEGL), Code of Federal Regulations (CFR), Policies, Procedures, etc. Should a request for a change occur, youth service provider must allow for any changes to be made to the program design, delivery services, or any other area identified by legislation, DOL or State guidance, Local Workforce Development Board and/or Youth Committee direction. Staff of Administrative Entity will assist youth service provider in the redesign to ensure consistency and compliance with WIOA regulations and requirements, DOL, State, LWDB, and Youth Committee policy.

1.2.1 All WIOA funding will be subject to the new OMB circular 2 CFR 200. The Grantee will need to be familiar with the new OMB circulars, and should reference TEGL 15-14, “Implementation of the New Uniform Guidance Regulations,” for further information.

2.0 HISTORY AND PREFACE

- 2.1 On July 22, 2014, President Obama signed the WIOA, the first legislative reform of the public workforce system in more than 15 years. WIOA repeals the Workforce Investment Act of 1998 (WIOA). As a result, the WIOA regulations no longer reflect current law. Most provisions in WIOA take effect on July 1, 2015, the first full program year (PY) after enactment, new State plans and performance accountability system take effect July 1, 2016.

The intent of the Workforce Innovation and Opportunity Act (WIOA) with respect to youth formula funded programs is the focus of resources on the out-of-school youth (OSY) increasing the minimum percentage of funds to be spent to 75% **(FR&R-Section 681.410)**, major focus on providing youth with work experience opportunities spending a minimum of 20 % of local funds **(FR&R- Section 681.590)**. Under WIOA, work experience becomes the most important of the program elements. WIOA introduces five (5) new program elements: financial literacy; entrepreneurial skills training; services that provide labor market and employment information about in-demand industry sectors or occupations available in the local areas; activities that help youth prepare for transition to post-secondary education and training; and education offered concurrently with and in the same context as workforce preparation activities and training for specific occupation or occupational cluster. Rather than supporting separate categorical programs, the youth regulations are written to facilitate the provision of a menu of varied services that may be provided in combination or alone at different times during a youth's development. WIOA enhances the youth program design through increased emphasis on customer-focused services based on individual participant needs by incorporating career pathways as part of both the objective assessment and individual service strategy. The individual service strategy must directly link to one or more performance indicators. WIOA youth program includes effective connections to employers, including small employers, in in-demand industry sectors and occupations. This grant encourages and supports strong connections between youth program activities including the OneStop Center/System. The youth can learn early in their development how to access the services of the OneStop Center/System and continue to use those services as necessary throughout their working lives. **(FR&R- Section 681.410)**

- 2.2 According to Section 129(c) (1) (A) of the Act the program design for youth activities and the Federal Register Part 681 Final Rules and Regulations framework of strategies, must incorporate these categories: **(FR&R- Section 681.420)**

- a. Intake/Orientation
- b. Eligibility
- c. Objective Assessment – **(WIOA Sec.129 (C) (1) (A))**
- d. Individual Service Strategy - **(WIOA Sec.129 (C) (1) (B) Identify career pathway directly link to one (1) or more (WIOA Sec.116 (b) (2) indicators of performance described in (A) (ii).**
- e. Case Management
- f. Supportive Services (if funding is available)

g. Follow-Up (Retention)

3.0 OVERVIEW

- 3.1** Eckerd Connects Workforce Development, Inc. will provide an intensive, comprehensive year-round program in Anderson, Oconee, and Pickens Counties starting **July 1, 2024 - June 30, 2025** to enroll and serve WIOA eligible out-of-school youth age 17-24.

The **option to serve** in-school youth age 18-21 allows for providing services utilizing up to 20% of the youth funds and not more than 5% of youth served may be in-school youth “needing additional assistance”. Available slots for in-school youth are designated for youth classified as seniors, low income, most in need, and meet WIOA in-school youth definition and barriers (**See 6.2**).

Note: WorkLink has decided to **opt out** of serving in-school youth (**wherever the option to serve in-school youth (ISY) is mentioned effective PY 18 until further notice.** Youth Committee recommendation 08/13/2018 and WDB Board approved 11/07/18.

Eckerd Connects Workforce Development, Inc. will provide training by using the structured guidance of WorkLink Workforce Development Board (WDB) approved high growth, in-demand industries: Administrative and Support, Health Care and Social Assistance, Manufacturing, Professional, Scientific and Technical Services, Information Technology, and Construction. Effort will be placed on service strategies that include labor market information, career interest, career pathways that will include educational and employment goals, strong linkages between academic instruction and occupational education, effective connections to employers in in-demand industry sectors and occupations, emphasis on youth with disabilities, work readiness preparation, soft skills, and training for jobs requiring competencies to compete in the labor market. Particular emphasis will be placed on training for jobs requiring skill and technology offering sustainable wages, benefits, and self-sufficiency. Partnerships with local businesses, private industries, and non-profit organizations will ensure opportunities for work-based training and meaningful work experience to WIOA youth participants in all three counties.

An individualized case management approach is used with each participant. Eckerd Connects Workforce Development, Inc. Career Coaches assess each participant to determine needs, supportive services, coordinate the necessary services and training to meet identified needs (barriers). Counseling focused on: (1) addressing problems that may impair individual’s ability to participate, (2) support of participant with identified needs and (3) provide positive appraisals of progress and performance. The coordination of training and services through linkages with agencies, businesses, organization, and institutions, enhances the participant’s commitment to training. Eckerd Connects Workforce Development, Inc. case management approach will use counseling as an avenue to provide personal support and mentoring, to encourage personal development and leadership acceptance, decision making, and good citizenship is provided in the form of workshops and seminars to encourage youth to become visionary, goal

oriented, and health-conscious persons who plan for the future.

Eckerd Connects Workforce Development, Inc. implementation plan for the WIOA Youth Program features developing and refining collaborative partnerships with schools, colleges and universities, organizations, businesses, resources represented in support letters, and other available resources to ensure high quality services for youth beginning with career exploration and guidance, continued support for educational attainment, skills training in in-demand industries and occupations, employment along a career pathway, or enrollment in post-secondary education.

3.2 Vision Statement

3.2.1 To have youth, educated and prepared for self-sufficiency in work and in life.

3.2.2 Eckerd Connects Workforce Development, Inc. will establish linkages with the SC Works Centers providers in effort to facilitate a two-way referral network for program applicants and participants in need of the services and resources beyond those offered by the program. Eckerd Connects Workforce Development, Inc. will coordinate with the SC Works Centers to ensure that all participants gain firsthand practical knowledge and experience in the effective use of and application of the SC Works Centers and their resources.

Eckerd Connects Workforce Development, Inc. will establish linkages with the following types of organizations to coordinate program's activities and collaborate with programs and services provided by: schools, churches, youth services organizations, recreation and community centers, employment services, public assistance offices, programs for the homeless, post-secondary institutions, economic development agencies, businesses, juvenile justice agencies, programs for foster care youth, rehabilitation agencies, public housing, shelters, sharing centers, chamber of commerce, public health department, counseling agencies, public transportation services, law enforcement agencies, drug and alcohol abuse prevention and treatment programs and other suitable organizations which serve the needs of this program's customer population.

4.0 THE NUMBER OF PARTICIPANTS TO BE SERVED

4.1 The overall goal of the WIOA Youth Program is to reach **100** eligible out-of-school youth and build their capacity to become self-sufficient. The **option to serve** in-school youth classified as seniors, low income, age 18-21, most in need, and meeting the WIOA in-school definition and barrier(s) (see 3.1 the option to serve in-school youth). Participant slots will be distributed as follows: Anderson County **50.40%**, Oconee County **4.62%**, and Pickens County **44.98%**. Grantor may redistribute participants slots as deemed necessary based on need and in the best interest of the participants in each county.

5.0 REQUIRED PROGRAM DESIGN FOR YOUTH PARTICIPANTS

- 5.1 Eckerd Connects Workforce Development, Inc. will provide all youth with a WIOA program **Intake/Orientation** regarding the full array of applicable or appropriate services that are available through WIOA Title I youth programs and all services that are available through the SC Works Center prior to providing services. Documentation of the orientation must be filed and maintained in an official WIOA file folder.
- 5.2 Eckerd Connects Workforce Development, Inc. will provide **Eligibility/Certification** services. Under WIOA all youth participants must meet eligibility criteria. The youth participant must be certified and determined eligible by SC Works Online Services (SCWOS) for any WIOA funded youth program elements. Certification must be complete prior to enrollment.
- 5.2.1 Eckerd Connects Workforce Development, Inc. will ensure that an eligible applicant who does not meet the enrollment requirements of the youth program or who cannot be served shall be referred for further assessment, as necessary. A referral to SC Works Centers, community partners, training, or educational programs as deemed necessary and appropriate. An established referral process must be in place to track and document referrals from one agency to another.
- 5.3 Eckerd Connects Workforce Development, Inc. will provide each participant with an **Objective Assessment** of his/her academic levels, skill levels, employment skills, prior work experience, employability, and service needs of each participant at the time of enrollment into WIOA youth activities. Standardized assessment tests will be used for assessment of basic skills, career interests and aptitudes (including interests and aptitudes for nontraditional jobs), and work readiness needs. Reasonable accommodation for individuals with disabilities and/or special needs will be provided to allow for participation in the assessment process. The objective assessment must be documented in (SCWOS) as the first service and point of enrollment. The objective assessment is a more detailed examination of barriers to employment and results in recommendations to be incorporated into the development of a person's Individual Service Strategy (ISS). These might include some combination or all of the following: educational attainment; employment history; more in-depth information about basic literacy and occupational skill levels; interests; aptitudes; family and financial situation; emotional and physical health, including disabilities; attitudes toward work; motivation; and supportive service needs.

Eckerd Connects Workforce Development, Inc. may assess supportive service needs and developmental needs of participants for the purpose of identifying appropriate educational, employment, and career pathway goals. Meaningful service planning cannot occur without effective assessment practices. Benchmarks toward planned outcomes will be measured against actual progress and other such indicators as attendance, promptness, self-management, and improved communication skills.

5.4 Eckerd Connects Workforce Development, Inc. will develop an **Individualized Service Strategies (ISS)** with each youth participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information and that are directly linked to one (1) or more of the WIOA performance outcomes/indicators (**See 12.2**). The ISS must be documented in the SCWOS System in a timely manner and developed **with** the participant. The ISS shall identify career pathways that include the participant's educational and employment goals (including appropriate circumstances, nontraditional employment), appropriate services for the participant taking into account the objective assessment described above. The ISS plan should describe/identify activities, and supportive services the participant will receive to achieve those **mutually** agreed upon goals, objectives, and services. The ISS is a plan that should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur. The individualized service strategies (ISS) will be reviewed and documented with a case note every 90 days with the participant to verify that the youth is on target with his/her educational and employment goals. If a revision or significant change is necessary, another youth activity code 413 should be entered into the SCWOS System and a new plan **signed** by the participant and filed in the participant's hard file. **See Corrective Action Plan (Individual service Strategies - ISS) SCDEW Monitoring Report approved September 26, 2018. (See WIOA Instruction Letter PY' 18-03 Individual Employment Plans 7/6/18 and Individual Employment Plans (IEP) Procedures for WIOA Title 1 Staff 7/10/18).**

- 5.4.1** Funds allocated to a local area for eligible youth shall be used to carry out eligible youth programs that:
- a. Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;
 - b. Preparation for postsecondary educational and training opportunities;
 - c. Strong linkages between academic instruction, academic content, and occupational education that lead to the attainment of recognized postsecondary credentials;
 - d. Preparation for unsubsidized employment opportunities, in appropriate cases; and
 - e. Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

5.5 Eckerd Connects Workforce Development, Inc. will provide **Case Management** to ensure all youth are successful. Case Management is a participant-centered, goal-oriented approach to the delivery of services designed to coordinate

comprehensive educational, employment, and career pathway goals and plans to ensure that participants have access to necessary training and support services.

- 5.5.1** Eckerd Connects Workforce Development, Inc. will provide **comprehensive case management** services to youth participants as part of the year-round service strategy. Youth program staff will be expected to work closely with the youth participant to provide support and guidance, address needs and barriers, solve problems, serve as role models, and assist in the attainment of the objectives and goals agreed upon in the individualized service strategies (ISS). The ISS benchmarks will be used to measure progress and will be reviewed and updated by youth program staff to arrange for needed services, identify and address concerns as they arise, and document progress made during participation.

Regular personal contact between a case manager and the youth participant is essential. The frequency of the contact is based on an assessment of the participant's needs and ISS goals as they move through the process. At a minimum, monthly contact must be made with each youth participant, contact with the participant shall be maintained at a minimum of every 28 days. More frequent contact may be needed in certain circumstances. Case managers are to provide support and intervention in time of crisis and assist in the development and implementation of a crisis plan. The youth participant should be aware that he/she has support and accountability in working to achieve his/her goals.

Documentation and monthly case notes are required and must be entered into the participant's case record and/or the SCWOS System during the time of the event (**real time**). Case note summary are not limited to but should detail contacts per participant, missed appointments and attempted contacts, services provided to the participant, progress, barriers, interventions, and successes of the participant, follow-up (retention activities), etc. All WIOA staff is expected to be informed of, and adhere to, professional standards of client confidentiality. Staff with access to, or control over WIOA youth participant records or other confidential information is expected to safeguard such information.

- 5.6** Eckerd Connects Workforce Development, Inc. will provide **Supportive Services** needs necessary to assist youth participants to be successful in achieving their goals. This may include transportation, childcare, dependent care, housing, work-related tools and required clothing (uniforms) for employment. Eckerd Connects Workforce Development, Inc. will coordinate payment for training (tuition and books) via vouchers submitted for the enrolled participant. To the extent possible, programs should address supportive services needs through leveraging existing resources and other partnerships before expending WIOA funds (**FR&R-Section 681.580**). Supportive services needs are determined during objective assessment summary and supportive service needs should align with the youth participants ISS plan goal(s). The object assessment and development of the individual service strategy (ISS) must be completed in the SC Works Online Services (SCWOS). A printout of the ISS/Plan will be signed by the participant and placed in the hard file. Eckerd Connects Workforce Development, Inc. must

identify the youth barriers in the ISS and case notes. All supportive services will be entered into SCWOS, include method (in-kind, arrangements with other agency, or cash assistance) by which supportive services will be provided. Supporting documentation such as copies of invoices will be in the participant's hard file. **(See Revised WIOA Instruction Letter PY' 18-07 Supportive Services Policy and Incentive Payment Guidelines - Youth).**

5.7 Eckerd Connects Workforce Development, Inc. will be responsible for all **Follow-up (Retention) Services** for youth, which WIOA requires a minimum of 12 months. Follow-up (retention) services may be different for each individual based on his/her individual needs. Follow-up (retention) services are more than a contact attempted or gather information for reporting purposes. Follow-up (retention) services must provide the necessary support to ensure the success of youth post-program. Follow-up/Retention should be five (5) attempts per participant in various methods of communication (phone call, email, text, social media, etc.) and at various times and/or different days before a closure or "cannot contact" status is documented.

5.8 **Due to Covid 19 (Coronavirus) or extenuating circumstances:** The youth service provider (Eckerd Connects Workforce Development, Inc.) may need to transition to **remote delivery of services** for the WIOA Youth Program. The youth service provider will adhere to the **Provisions of Remote WIOA Services Memo (SCDEW issued 03/2020)** and **follow further guidance from the WorkLink Staff/ Local Development Board. (See attachment #9).**

6.0 RECRUITMENT, ELIGIBILITY, AND REGISTRATION

6.1 Recruitment

Eckerd Connects Workforce Development, Inc. is responsible for outreach and recruiting participants to be served during the grant period and serve out-of-school youth, age 17-24. Eckerd Connects Workforce Development, Inc. expenditures must be 75% of funds on out-of-school youth and the **option to serve** eligible in-school youth classified as seniors, age 18-21, low income, most in need, and meeting the WIOA in-school definition and barrier(s) **(See 3.1 - Option to Serve In-School Youth).**

6.2 Eligibility

To be eligible to participate in youth activities under Title I of the Workforce Innovation and Opportunity Act (WIOA) during any program year, an individual shall at the time of eligibility determination be determined by SCWOS an out-of-school or an in-school youth and meet the following definition.

Section 129(a)(1)(B), FF&R-Section 681.210 defines the term "out-of-school" youth as:

Out-of-School Youth:

1. Not attending any school (as defined by State law)
2. An individual 16-24 years of age (the WorkLink Youth Committee's focus will be age 17-24 at time of enrollment)
3. Reside in Anderson, Oconee, or Pickens Counties, **and**
4. Is an individual who has one or more of the following barriers:
 - a. A school dropout
 - b. A youth who is within the age within the compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter (**FR&R-Section 681.210 states "School year quarter is based on how local school districts define its school year quarter".**)
 - c. A recipient or secondary school diploma who is a low-income individual and is-
 - i. Basic skills deficient; or
 - ii. An English language learner, and youth who require additional assistance to enter or complete an educational program or to secure or hold employment below income.
 - d. An offender, (see defined on page 11);
 - e. A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the Social Security Act, or an out-of-home placement;
 - f. An individual who is pregnant or parenting;
 - g. A youth who is an individual with a disability; or
 - h. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.
 - i. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant (youth 17-24) in need of work-readiness skills to include soft skills, life skills, occupational skills, and lack of work experience?
5. Authorized to work in the United States (I-9)
6. Registered for selective service (applies to males 18 and older).

Section 129(a)(1)(C), FR&R-Section 681.220 defines the term "in-school" youth as:

In-School Youth:

1. Attending any school (as defined by State law) including secondary and post-secondary school;

2. An individual 14-21 years of age (the WorkLink Youth Committee's focus will be age 18-21 at time of enrollment)
3. A low-income individual
4. Reside in Anderson, Oconee, or Pickens Counties, **and**
5. Is an individual who has one or more of the following barriers:
 - a. Basic skills deficient;
 - b. An English language learner; and youth who require additional assistance to enter or complete an educational program or to secure or hold employment below income.
 - c. An offender, (see defined on page 11);
 - d. A homeless individual, a homeless child or youth, or a runaway; An individual in foster care or has aged out of the foster care system, a child eligible for assistance under the Social Security Act, or an out-of-home placement;
 - e. An individual who is pregnant or parenting;
 - f. A youth who is an individual with a disability; or
 - g. An individual who requires additional assistance to complete an educational program or to secure or hold employment. **(FR&R-Section 681.220 (d) 8.**
 - h. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant (youth 17-24) in need of work-readiness skills to include soft skills, life skills, occupational skills, and lack of work experience?
6. Authorized to work in the United States (I-9)
7. Registered for selective service (applies to males 18 and older)

Note: that the term "low income", used with respect to an individual, also includes youth living in a high poverty area.

Note: Out-of-School Youth (OSY) Barrier 4 (h) and In-School Youth (ISY) Barrier 5 (h). On the WIOA application in SCWOS, under the Barriers tab the question is asked: "Youth Requires Additional Assistance to complete an educational program or to secure/hold employment." The answers can be "yes" or "no". The case manager selects "yes" (keeping **WorkLink Youth Local Barrier** definition in mind) then the record should have documentation of which barrier(s) is being identified.

6.3 Eligibility Criterion: Definitions and Documentation Requirements

The following definitions apply to the above eligibility criterion (Sec. 3 Definitions-Public Law 113-128):

Low-Income individual is defined as:

An individual who receives, or in the past 6 months has received,

or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;

An individual is in a family with total family income that does not exceed the higher of—

- (I) the poverty line; or
- (II) 70 percent of the lower living standard income level;
- (iii) is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 H. R. 803 -12 (42 U.S.C. 14043e–2(6), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2));
- (iv) receives or is eligible to receive a free or reduced priced lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
- (v) is a foster child on behalf of whom State or local government payments are made; or
- (vi) is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

Public Assistance is defined as:

Federal, State, or local government cash payments for which eligibility is determined by needs or income test.

Income will be calculated for an individual that received income or an individual who is a member of a family that received a total family income, for the 6-month period prior to application for the youth program. Until further notification we will use income exclusions/inclusions used under WIOA.

Deficient in Basic Literacy Skills is defined as:

1. An individual who is determined to compute or solve problems, read, write, or speak English at or below 8th grade (level 8.9); or
2. An individual who is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family or in society.

School dropout is defined as:

An individual who is no longer attending any school and who has not received a secondary school diploma, or it has recognized equivalent.

Offender is defined as:

An adult or juvenile -

- A. Who is or has been subject to any stage of the criminal justice process, for whom services under this ACT may be beneficial; or
- B. Who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

Individual who requires additional assistance to complete an educational program, or to secure and hold employment is defined as:

An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant (youth 17-24) in need of work-readiness skills to include soft skills, life skills, occupational skills, and lack of work experience?

Out-of- School Youth is defined as:

An eligible youth who is a school dropout, or within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, a recipient of a secondary school diploma or its recognized equivalent, a low-income individual, basic skills deficient or an English language learner, and meet one or more youth barrier defined under WIOA Act Section 129 (a) (1) (B).

In-School Youth defined as:

An eligible youth who is attending school (as defined by State law), a low income individual and meet one or more youth barrier defined under WIOA Act Section - 129(a) 1)(C). (See 6.2 above).

Act(s) defined under Eligibility Youth Services:

Violence Against Women Act of 1994 - (42 U.S.C.14043e-2 (6); McKinney-Veto Homeless Assistance – Section 725 (2) (42 U.S.C.11434a(2)); and Social Security Act – Section 477 (42 U.S.C. 677).

Individual with a Disability defined as:

An individual with a disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).

An individual with a physical or mental impairment that substantially limits one or more major life activities; a record of such an impairment; or regarded as having an impairment. Individuals with Disabilities - "individuals with disabilities" means more than one (1) individual with a disability.

Individuals with a Barrier to Employment defined as:

A member of one (1) or more of the following populations:

- (A) Displaced homemakers.
- (B) Low-income individuals.
- (C) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166.
- (D) Individuals with disabilities, including youth who are individuals with disabilities.
- (E) Older individuals.
- (F) Ex-offenders.
- (G) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42U.S.C. 14043e-2(6), or homeless children and youths (as H. R. 803—10 defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)).
- (H) Youth who are in or have aged out of the foster care system.
- (I) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
- (J) Eligible migrant and seasonal farmworkers, as defined in section 167(i).
- (K) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.).
- (L) Single parents (including single pregnant women).
- (M) Long-term unemployed individuals.
- (N) Such other groups as the Governor involved determines to have barriers to employment.

Exceptions and Limitations:

(A) Exception for Persons Who Are Not Low-Income Individuals -

(i) Definition - In this subparagraph, the term covered “individual” means an in-school youth, or an H. R. 803 – 82 out-of-school youth who is described in subclause (III) or (VIII) of paragraph (1)(B)(iii).

(ii) Exception - In each local area, not more than 5 percent of the individuals assisted under this section may be persons who would be covered individuals, except that the persons are not low-income individuals. **(FR&R-Section 681.250)**

(B) Limitation - In each local area, not more than 5 percent of the in-school youth assisted under this section may be eligible under paragraph (1) because the youth are in-school youth described in paragraph (1)(C)(iv)(VII). **(FR&R-Section 681.310 (b)).**

6.4 Jobs for Veterans Requirements

This program is subject to the provisions of the “Jobs for Veterans Act.” Public Law 107-288 and 20 CFR Part 1010 (Final Rule) 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. **(See WIA Instruction Letter PY'09-05-Priority of Services).**

Veteran Defined as:

(A) Veteran - The term "veteran" has the meaning given the term in section 101 of title 38, United States Code.

(B) Recently Separated Veteran - means any veteran who applies for participation under this Act within 48 months after the discharge or release from active military, naval, or air service.

7.0 Documentation and Data Collection

As necessary, Eckerd Connects Workforce Development, Inc. acquires eligibility determination documentation directly from employers, vocational rehabilitation, welfare agencies, etc. Eligibility determination must be provided at each location. Applicants are not determined eligible until staff receives all required documents and should not be enrolled until all documentation is verified. Eckerd Connects Workforce Development, Inc. is responsible for the completion, distribution, and maintenance of all required WIOA forms.

(See WIA Instruction Letter PY' 10-05 - File Management and Record Retention Policy).

7.1 WIOA Suitability Guidelines

The Career Coach will assess suitability by gathering critical information from the youth applicant face to face. The results/responses gathered would assist in determining suitability for WIOA services. Many applicants may be eligible for WIOA services but not appropriate/suitable for enrollment in which they would be referred to a partner/community agency. There is no limit on the number of times an applicant can apply for the WIOA program. **Note:** Career Coaches are reminded that WIOA is not an entitlement program, and they are charged with the responsibility of enrolling applicants who are eligible, appropriate, and suitable for WIOA services.

7.2 Income Gathering

At certification, income information is gathered for the last six months. The six months income figure will then be doubled to determine annual income. The annual income will be compared to the 200% Lower Living Standard Income Level to determine Lower Living Standards.

7.3 Liability

If Eckerd Connects Workforce Development, Inc. discovers that an individual determined eligible who has been enrolled into an activity is in fact not eligible, he/she must notify the WorkLink WIOA Executive Director immediately so that appropriate action may be taken.

Eckerd Connects Workforce Development, Inc. is liable for financial reimbursement of costs incurred as a result of erroneous eligibility

determinations, enrollment made deliberately or with insufficient care, and/or disallowed costs.

7.4 File Management Policy

Eckerd Connects Workforce Development, Inc. will follow the Case Management File Policy. All eligibility files are the ultimate responsibility of the service provider. The participant's file is maintained in the office where the participant was certified. There is only one hard file for each participant. The file is to be kept for **four (4)** years after the 12-month follow-up procedures are completed. **(See WIOA Training and Employment Instruction Letter PY' 10-05 - File Management and Record Retention Policy).**

7.5 Oversight of Registration

The SC Department of Employment & Workforce (SCDEW) provides a system of internal oversight to ensure the accuracy of registration. SCDEW provides training and technical assistance to WIOA staff to ensure compliance with eligibility requirements. SCDEW staff, as well as LWDA staff, conducts monitoring of the eligibility determination/enrollment/initial assessment/services provided.

7.6 In accordance with the Nontraditional Employment for Women (NEW) Act, the grantee is required to recruit women for nontraditional training programs and employment. Nontraditional Employment refers to:

"Occupations or fields of work for which individuals from the gender involved comprise less than 25% of the individuals employed in such occupation or field of work."

7.7 Eckerd Connects Workforce Development, Inc. may utilize a variety of methods of recruitment they deem appropriate and necessary to achieve the enrollment goals of the program. These methods may include public service announcements, publicity releases, community bulletin boards, local churches, civic organizations, and social service agencies, walk-in traffic referrals from other WIOA grantees and/or SC Work Centers, and any other methods deemed appropriate.

7.8 Eckerd Connects Workforce Development, Inc. will certify youth interested in participating and deemed eligible and appropriate/suitable. Eckerd Connects Workforce Development, Inc. will make referrals to the appropriate agency/agencies for those youth that are deemed ineligible. After verification of eligibility, Eckerd Connects Workforce Development, Inc. has **90** days from the eligibility determination date to register the participant into the WIOA program using the SC Works Online Services. **Eckerd Connects Workforce Development, Inc. must not provide any WIOA Title I sponsored service/activity prior to eligibility determination. Note: TABE Testing is used for Basic Skill Deficiency determination for WIOA Youth participants eligibility process are an exception.**

7.9 Eckerd Connects Workforce Development, Inc. will use discretion when enrolling an individual into the WIOA program who shows a grade level of below 5.9 and will inform the Administrative Entity of this enrollment in writing. The objective of the WorkLink Workforce Development Area is to serve out of school youth or up to 20% of youth funds may be utilized for the option to serve eligible in-school youth or not more than 5% of youth served may be in-school youth “needing additional assistance” (See 6.2 In-School Youth (5) (h) and 3.1 opt out of serving in-school youth).

8.0 COORDINATION OF RESOURCES

8.1 A key principle of the Workforce Innovation and Opportunity Act is the streamlining of services offered in the LWDA, including the co-location, coordination, and integration of activities, information and services. A critical element of this grant is the use of all available resources to support the participant’s plan to move towards self-sufficiency. **It is the Grantee’s responsibility to effectively arrange and coordinate resources.**

9.0 TRAINING REQUIREMENTS

9.1 Time and attendance sheets must be signed by the participant and instructor or activity supervisor. The time and attendance sheets shall be maintained in each participant’s hard file in sequential order most current first and will be especially critical if the participant is receiving supportive services such as, childcare and/or transportation. The time and attendance sheets must be submitted to the grantee at least bi-weekly, be original, and be completed in ink, with alterations being initialed. At least once during the training period, the Career Coach/Program Manager shall audit time and attendance of each participant verifying the participant and instructor signatures. A photocopy of the original document is to be maintained in the participant’s hard file. No cross outs or white outs will be allowed on the photocopy without the participant’s signature.

9.2 Documents required for training: invoice, curriculum, time/attendance sheets, satisfactory progress (grades), class schedule, identify financial aid, and paid invoice. **(See Employment and Training Instruction Letter PY’11-06-Satisfactory Progress for WIA Youth Participants).**

10.0 COMPENSATION PAYMENTS

10.1 Eckerd Connects Workforce Development, Inc. program includes a unique incentive-based structure called Skill Invoice. Skill Invoice are discussed with students up front and designed around the benchmarks of their ISS. The rationale for this system is that students have the opportunity to EARN an incentive by the attainment of goals they established with their Career Coach when designing their ISS. The Skill Invoice concept promotes pay for productivity and accountability the same as students will encounter when they enter the

workplace. Incentive payments are permitted for recognition and achievement (s) that are directly tied to goals (ISS) of the youth participant including training activities, work experience, or follow-up. **Final Reg.-20 CFR 681.640.**

Earned Incentives are distributed during active phase and follow-up of the WIOA program along with following guidelines:

1. The youth provider coach will track incentives in a voucher system and pay participant incentive(s) earned in the form of a check.
2. The career coach has a signature log which participants sign upon receipt of their incentive(s) earned (in the form of a check).
3. The career coach enters the incentive activity code (which coincides with appropriate youth activity completed) into SCWOS to reflect date incentive is received by the participant which should match/align with the signature log in the case file.

See Corrective Action Plan (Incentives) SCDEW Monitoring Report approved September 26, 2018.

Any future changes to Skill Invoice (as funds allow) must be approved by Youth Committee. **(See Attachment #1 and Revised WIOA Instruction Letter PY 18-07 – Youth Local Supportive Services Policy and Incentive Payment Guidelines – Youth).**

10.2 Incentives under the WIOA youth program are permitted and allowable under WIOA, the incentives must be in compliance with the requirements in 2 CFR Part 200. This is not a change; under WIOA, incentives must have followed the Uniform Administrative Requirements at 29 CFR Parts 95 and 97 and the cost principles at 2 CFR Parts 220, 225, and 230. The Uniform Administrative Requirements were recently consolidated into 2 CFR Part 200. For example, under 2 CFR Part 200, Federal funds **may not** be spent on entertainment costs. Therefore, incentives may not include entertainment, such as movie or sporting event tickets or gift cards to movie theaters or other venues whose sole purpose is entertainment. Additionally, under 2 CFR Part 200, there are requirements related to internal controls to safeguard cash which also apply to safeguarding of gift cards, which are essentially cash. **(FR&R-Section 681.640, Public Law 113-128).**

11.0 WIOA 14 YOUTH PROGRAM ELEMENTS (129 (C)(2), FR&R-Section 681.460.

11.1 Case Management of Additional Youth Program Elements

11.1.1 Eckerd Connects Workforce Development, Inc. - Palmetto Youth Connections (PYC) will provide **Case Management** to ensure all youth are successful. Case Management is a participant-centered, goal-oriented approach to the delivery of services designed to coordinate comprehensive educational, employment, and career pathway goals and plans to ensure that participants have access to necessary training and support services. **(See 5.5 and 5.5.1)**

Intensive case management must be provided to ensure all youth are successful. Services shall provide transitional support including occupational information, job search assistance, placement, job development, and follow-up (retention) services. Eckerd Connects Workforce Development, Inc. - Palmetto Youth Connection (PYC) will provide and/or offer eligible youth participants more information, and where appropriate, refer or assign youth participants to the following fourteen (14) youth program elements:

1) Tutorial, study skills training, basic skills:

Palmetto Youth Connections (PYC) will use (EBSCO) Learning Express-Workforce Skills for 21st Century Success. Learning Express offers a multitude of items: GED test prep, practice for career certification exams, tutorials for computer skills and software, comprehensive job search platform, resume and letter writing, workplace and job skills improvement, and offers progressive lessons to improve skills. This approach offers constant immediate feedback reporting for each student to acknowledge his/her progress.

In the WorkLink area all Basic Skills Remediation, GED preparation, High School Diploma preparation, study skills, and tutoring support will be provided and/or coordinated by Adult Education in all three counties. PYC will focus on small group or individualized instruction through direct instructor support and the use of interactive software that will accelerate outcomes. Academic deficiencies will be addressed and, each online learning platform will be documented to establish benchmarks for progress. The software ensures positive feedback, detailed administrative reporting, and proper documentation will be placed in the participant's hard file.

Students work independently and as a group in instructor led activities. PYC will provide ongoing, consistent support to maximize each student's effort and performance.

2) Alternative secondary school or drop-out recovery services:

PYC will assist enrolled youth to attain a level of academic proficiency needed to succeed in the workplace as a primary task of Palmetto Youth Connections (PYC). The partnership with the Adult Education Centers in the three counties will provide a unique opportunity for participants to receive GED preparation with a familiar community-based organization. Adult Education staff is highly trained to work with all levels of learners and resources to provide a quality academic program.

At the direction of the Local WDB and/or Youth Committee, formal collaboration with the Alternative Schools or Education Programs such as Title One High Schools and At-Risk programs within the School Districts will be developed when the option to serve in-school youth is a focus, with

those most in need as the priority. Alternative Schools or Education Programs will continue to be a referral resource if a student should leave/drop-out of school. High School students will be targeted in the spring of each school year to increase WIOA awareness in the area to reach graduates who need one/one career coaching to move forward towards a Career Pathway.

3) Paid and Unpaid Work Experiences, including internships, job shadowing, on-the-job training or pre-apprenticeships, FR&R-Section 681.590,681.600,681.610:

PYC will seek year-round Work Experience opportunities for youth beginning with the PYC Career Coach input, evaluation, identification, preparation, and referral of youth who are in need of obtaining work experience before entering the workplace and/or for work related to the identified Career Pathway. Eckerd Connects Workforce Development, Inc. - PYC must expend not less than 20 percent of the funds allocated to them to provide work experiences that fall under the categories listed in **FR&R-Section 681.460 (a) (3) and further defined in Section 681.600. Hourly Stipends will be paid to participants during work experience.** Private, Public and Non-Profit Businesses will be pursued to offer these work experience opportunities. PYC Workforce Specialist will establish these opportunities and seek businesses that may offer the opportunity for full time employment afterwards.

Unpaid work experience training can/ will be considered on an individual basis, as a targeted work-based learning opportunity, and/or as needed to provide remediation of soft skills that need improvement after verbal and written opportunities for improvement have been given to the participant. Upon satisfactory completion of remediation, the participant may return to paid work experience for the remaining hours of training as per the work site agreement. **(See 25.1-25.1.2)**

At the direction of the Local WDB Youth Committee, PYC will pursue the establishment of Pre-apprenticeship programs, Internships and On-the-Job training. Job shadowing opportunities will be offered, as warranted by the chosen Career Pathway.

Our OSY program model runs year-round and includes an ISY program model designated summer component. We do focus on summer months for ISY placement into work experiences and/or employment as there is often an influx of part-time opportunities to gain necessary work experience prior to permanent job placement. Summer related services can also include GED/high school diploma classes, WIN/WorkKeys assessment/classes, work related soft skills training, and academic tutoring. **(See 26.0-26.4)**

4) Occupational skills training, FR&R-Section 681.540:

Local area In-demand industry sectors or occupations will drive

occupational skills training and are a part of the Career Pathway process. PYC has developed a voucher system in which participants seeking short term vocational training at the Technical College or through any approved training provider. All of our participants will have the opportunity for career exploration and planning based on the desired outcome of self-sufficiency. Staff will work with each student to provide them with the necessary knowledge including labor market information to pursue post-secondary education programs and will assist students in linking with the local resources available to assist them in completing Free Application for Federal Student Aid (FAFSA) applications, Pell Grant application, and Lottery Tuition Assistance if they choose to pursue post-secondary education. PYC will provide occupational skills training by using the structured guidance of the WorkLink Workforce Development Board approved high growth, high demand industries: Administrative and Support and Waste Management and remediation Services, Health Care and Social Assistance, Manufacturing, Professional, Scientific, and Information Technology and Construction. Youth participant training requests outside of the WDB approved in-demand industries must be verified to be in-demand, allowable, and submitted for final approval by WorkLink Executive Director. Effort will be placed on training for jobs requiring competencies to compete in the labor market. Particular emphasis will be placed on training for jobs requiring skill and technology offering higher wages, benefits, and self-sufficiency.

5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster, FR&R-Section 681.520,681.530:

PYC will provide education with concurrent workforce preparation within the local in demand career clusters (as funding allows).

PYC provides education with concurrent workforce preparation within the local in demand career clusters (as funding allows). Palmetto Youth Connections provides/offers integrated education and training that includes workforce preparation activities, basic academic skills and hands on occupational skills training that are taught within the same timeframe and connected to training in a specific occupation, occupational cluster, or career pathway.

6) Leadership Development Opportunities, which may include such activities as positive social behavior and civic behaviors, soft skills, decision-making, and teamwork, FR&R-Section 681.520, 681.530:

The Grantee will provide leadership development activities to all youth. Leadership Development activities may include, but is not limited to, the following:

Exposure to post-secondary educational opportunities

- Information concerning open houses or a tour of the regional technical college, which includes financial aid information and exploration of their resource center.

- Information concerning open houses or a tour of other local post-secondary institutions, which includes financial aid information and exploration of their resource center.
- Information concerning a presentation of military service opportunities by recruiters representing all branches.

Peer centered activities including peer mentoring and tutoring

- Tutoring provided through peer groups, such as the Literacy Association in the participant's home county.

Citizenship training

- Information concerning attending a City or County meetings within the participant's home community.
- Assistance with Registering to vote.
- Learning Express online Citizenship Component.
- Financial Literacy and Budgeting of Resources.

Employability activities

- Information concerning the SC Works orientation schedule and workshop calendar to explore the employability resources available to participants.

Positive social behaviors and training in decision-making, including determining priorities

- Prevention services by local Drug and Alcohol Abuse programs.
- Prevention services by Pregnancy Prevention/Safe Sex programs.
- Referrals to Motivational/self-esteem programs.
- Referrals to Career Development programs.
- Referrals for Participation on the WorkLink Youth Committee.

All Leadership Development Opportunities should be developed in conjunction with the county's appropriate agencies through linkages, and should be designed to be fun, informative, and motivational.

7) Supportive Services, FR&R-Section 681.570:

PYC understands many of the needs of the youth population. As these participants may not have adequate resources, we look to community linkages to assist each youth. One of the most important linkages we help put in place for every youth is knowledge of and registration with the SC Works Center where many community resources are co-located. This also brings other professionals into our network of support and opens the door for a variety of referral services. We feel that this strategy is the most effective in that it prevents duplication of services being provided in any area and helps to connect the youth to a system that can assist them in their adulthood.

Whether we need to arrange and/or coordinate a tour for our youth at a SC Works facility or if their staff can visit our classroom sites, we make certain every youth is offered opportunities to learn of all available SC Works resources. Certainly, every youth have access to and will be made aware of the 211 community resources system as a guide to services and learn how to access needed services.

PYC will provide supportive services based on the funding available and the direction of the WDB Youth Committee. Examples of supportive services include, but are not limited to transportation reimbursement, incentives, childcare, purchase of work-related clothing/equipment, work related pre-screenings, and emergency assistance.

Note: Based on the WorkLink Workforce Development Board's Supportive Service Policy, childcare and transportation assistance is an allowable supportive service. However, childcare needs should be coordinated first by the participant through referrals to other applicable agencies. The participant may request supportive services through the Grantee only after documenting that no other resources are available in the local area and that such supportive services are required for eligible youth to participate in Title I WIOA. **(See revised WIOA Instruction Letter PY'18-02 – Local Youth Supportive Services Policy and Incentive Payment Guidelines - Youth).**

8) Adult Mentoring, FR&R-Section 681.490:

Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months that may occur both during and after program participation.

PYC will provide youth with adult mentoring through teachers, instructors, job shadowing or work site supervisors, tutors, and community organizations such as senior volunteers, fraternities and sororities, faith-based organization, etc. An established partnership with a community based agency that provides mentoring is a referral source for interested youth. The Grantee will be responsible for identifying and developing these relationships in Anderson, Oconee, and Pickens counties. Mentors should develop a mentoring schedule and meet with their mentoring students at least two times per month to discuss goal setting, school issues, and problem solving.

Key to the success of any youth program or activity is an adult or adults within the community who are committed to serving as mentor(s) or role model(s) for all participating youth. Adult mentors should serve as role models and impart standards or expectations for these youth with respect to employment decisions, life skills, self-sufficiency and/or education achievement.

The adult mentors assigned to participants at the completion of Eckerd Connects Workforce Development, Inc. program will have the

responsibility of contacting participants approximately two (2) times per month (by telephone or in person) during the year. The role of the adult mentor is that of coach, advocate, counselor, and friend. The parent/guardian will be notified for participants under the age of 18, and/or when appropriate and together (participant, parent and mentor) will attempt to identify community resources that might provide assistance.

9) Follow-up (Retention) Services, FR&R-Section 681.580:

Follow-up (Retention) services are critical services and will be provided by the Eckerd Connects Workforce Development, Inc. - PYC for each participant, and may occur both during and after WIOA program participation. Every exited participant will have a 12-month follow-up completed, which reviews his/ her needs, status, progress, and to help ensure the youth participant is successful in employment and/or post-secondary education and training.

Follow-up (Retention) services may be different for each individual based on his/her needs. Follow-up (retention) services, for not less than 12 months after completion of participation, include but are not limited to, the provision of on-going support, regular contact with a youth participant's employer, addressing work-related problems that arise, encouragement, counseling, tutoring, mentoring, and other non-financial support and personal assistance as necessary to enable these youth to obtain or retain employment, enroll and attend training, enlist in the military, maintain their grades in school or training, etc.

Also, Follow-up (Retention) services may include the following youth program elements # (7, 8, 11, 13, and 14), see list of fourteen (14) Youth Program Elements.

Eckerd Connects Workforce Development, Inc. - PYC will provide 12-month follow-up tracking on all participants who complete the year-round training components. Quarterly progress reports will be obtained on all participants. The reports/documentation will be maintained in the participant's files and SC Works Online Services.

10) Comprehensive Guidance and Counseling, FR&R-Section 681.510:

To include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual.

PYC will provide comprehensive guidance counseling to youth that will take place in the form of follow-up calls, coordination of services, ISS updates, issuance of support services, mentor updates, etc.

Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, must be provided to each youth participant in any youth activity and tracked to ensure assistance is

received and needs met.

Comprehensive guidance and counseling strategies should include, but are not limited to:

- Regularly scheduled contact with the participants (a minimum of **monthly**).
- Support and intervention in time of crisis, assistance in development and implementation of a crisis plan.
- Intensive and personal follow-up activities which will be based upon the needs of the individual and documented in the case notes.
- Use of the ISS benchmarks to measure progress.
- Provision of linkages, coordination of services, and resources that support the achievement of participants individualized goals (ISS).

The basic objective of this component is to monitor participant progress in fulfilling the ISS. Where progress is slow or in reverse, Career Coaches must be proactive in identifying the problem and solving it before the participant quits without achieving a recorded positive outcome. Referrals to outside agencies may be needed.

11) Financial Literacy Education, FR&R-Section 681.500:

PYC currently has a Financial Literacy component requirement through the Career Smart workshops offered to students as a pre-requisite to work experience training. Participants are exposed to financial management techniques that are building blocks to lifelong self-sufficiency and long-term financial planning. PYC will pursue other community resources, such as financial institutions, as appropriate, to provide financial guidance and education in the form workshops/Seminars to youth in the service area. PYC has numerous and free online financial literacy education and training resources available, for one/one and self-directed training options. Examples of these money smart resources are: fdic.gov and khanacademy.com. Other resources will be explored based on the differing learning styles of the youth served and the available funding.

12) Entrepreneurial Skills Training, FR&R-Section 681.560:

PYC has numerous and free online entrepreneurial skills training resources available for one-on-one and self-directed training options to be offered to the youth in the service area. Examples of these resources are; BusinessMajors.about.com and myownbusiness.com. Other resources will be explored based on the differing learning styles of the youth served and the available funding. For students who are on the career pathway to own their own business, a certificate course option can be explored through corporate and community education and the local technical college.

13) Service that provide labor market and employment information about local in-demand industry sectors or occupations:

As a part of the Career Pathway process, each participant is required to review one/one with their career coach the local in-demand career clusters for informed decision making concerning the local job market. Other resources, such as Careeroutlook.us, can also be used to provide self – directed virtual career coaching and state by state career outlook information/comparisons.

14) Activities that help youth prepare for and transition to post-secondary education:

As a part of the Career Pathway exploration process, the steps to enter post-secondary are reviewed. Students are encouraged to pursue post-secondary education as related to the career pathway. Participants have the support of a one/one career coach to assist with the following: scheduling tours, financial aid workshops through the institution, and follow up and support during the transition to college. Staff will also outreach to the post-secondary education institutions and career institutes to expose youth to the various options they have to continue their education. PYC staff will also connect youth who are interested to the armed forces and the Job Corps program.

Career Pathway Defined as:

A combination of rigorous and high-quality education, training, and other services that

- (A) aligns with the skill needs of industries in the economy of the State or regional economy involved;
- (B) prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”, 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) (referred to individually in this Act as an “apprenticeship”, except in section 171);
- (C) includes counseling to support an individual in achieving the individual’s education and career goals;
- (D) includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- (E) organizes education, training, and other services

to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
 (F) enables an individual to attain a secondary school diploma or its recognized equivalent, and at least 1 recognized postsecondary credential; and
 (G) helps an individual enter or advance within a specific occupation or occupational cluster.

Career Planning Defined as:

The provision of a client-centered approach in the delivery of services, designed
 (A) to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and
 (B) to provide job, education, and career counseling, as appropriate during program participation and after job placement.

12.0 PERFORMANCE EXPECTATIONS

12.1 The Grantee will enroll a minimum of **100** out-of-school participants during the program year.

12.2 The Grantee shall be required to achieve youth performance goals negotiated between the South Carolina Department of Employment and Workforce and Department of Labor and the WorkLink Workforce Development Area.

The Grantee will be notified of any updates on youth performance measures for PY'24 as they become available.

PY 24 Youth Performance Measures	Minimum Levels
Placement in Employment, Education, and Training Rate 2 nd Quarter after Exit.	83.5%
Placement in Employment, Education, and Training Rate 4 th Quarter after Exit.	82.0%
Median Earnings	\$3455 - PY 24 \$3555 - (PY 25)
Credential Attainment within 4 Quarters After Exit	70.0%
In Program Skills Gain	60.0% - (PY24) 62.0% - (PY25)

WorkLink Workforce Development Area and Palmetto Youth Connections (PYC) will review and prepare for Performance Accountability, Retention, and Performance Measures captured during second and fourth quarter after exit from the program.

13.0 PARTICIPANT FILE MAINTENANCE

13.1 The Participant's Official Case File is the electronic SC Works Online Services file. Therefore, any information that may be documented on the Case Notes in SC Works Online Services need not be maintained in the hard copy file. Documents that require an applicant signature must be maintained in the hard copy file. **Refer to the SC Works Online Services Staff User Guide.**

13.1.1 Social Security Numbers (SSNS) in Participant Files

In an effort to protect against identity theft, the customer's full SSN **should not** be used on any forms maintained in the participant files. If necessary, the last four digits should suffice. The staff should revise any/all forms to meet the SSN requirement. **(See WIA Instruction Letter PY'08-32, References: TEGL 5-08, The US Privacy Act of 1974, and the SC Identity Theft Protection Act of 2008).**

13.2 Case Notes

13.2.1 A case note summary should be entered during the time of the event. For example, if you assist a customer today then case notes should also be entered "today". Case notes are not limited to but should detail contacts per participant, intensive services provided to the participant, the participant's progress, barriers, interventions, and successes. It is suggested Eckerd Connects Workforce Development, Inc. Career Coach use the available case note alert function and the Case Notes General Information listed in SCWOS under staff resources. **(See Attachment # 3).**

14.0 ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES

14.1 The parties to this agreement shall cooperate and adhere to the following personnel administration and financial policies and procedures.

14.2 Program Administration will be monitored by WDB staff on an on-going basis for compliance with the Act, Regulations, Grant Work Statement, financial reporting, and Data System reporting and other administrative instructions.

14.3 If deviations in any area are deemed serious, the WDB will be so advised and may elect to begin sanction procedures.

14.4 The Grantee will keep a log of all complaints received and the disposition of such complaints. The Grantee will advise the WDB staff immediately if a complaint is filed.

14.5 The Grantee will be **required** to disclose any/all funding sources outside of WIOA funding.

15.0 Grantee Central Files

15.1 At a minimum, the following documents will be maintained in the Grantee's central files and will be available for on-site monitoring purposes:

- Grant (Program Year Statement of Work and Budget)
- Copy of Act and Applicable Federal Regulations
- Staff Job Descriptions
- Staff Time and Attendance to include annual leave hours, sick leave hours, and holiday hours (Eckerd Connects Workforce Development, Inc. staff attendance records are available upon request from the corporate office within 24 hours of request)
- Financial Procedures
- Property-Procurement Procedures
- Employment and Training Instruction Letters
- Financial Reports and Back-up Documentation
- Copy of approved "out of area" travel request
- Monitoring Report and Replies
- Log of Complaints

16.0 Staffing

16.1 The authorized youth provider staff/personnel funded by this agreement are reflected in the WIOA youth budget. Job descriptions will be maintained for each position (see program year compliance documents). Only staff/personnel listed in the youth budget may be paid utilizing funds from this youth grant. **Staff funded with WIOA funds may only perform WIOA duties when they are charging to WIOA time sheets. Note: WIOA youth program staff/personnel are required to dedicate 100% of their time and focus to delivery of this WIOA youth grant/youth program services in the WorkLink Local Workforce Development Area.**

16.1.1 The Grantee is required to use e-verify to determine each hire and/or staff's eligibility to work in the United States. The Grantee will be responsible for any disallowed cost in the event of that an employee is found to **not be** eligible to work in the United States.

16.1.2 Management should report within **48 hours** to SC Works Online Services Coordinator and/or Youth Services Manager any staff that presents a notice of resignation and **immediately** report to SC Works Online Services Coordinator any staff that has been terminated and/or voluntarily quit.

16.2 Staff should provide adequate coverage for the **three (3)** local offices in the event of planned and/or unplanned absences of more than **three (3)** days.

17.0 Financial Reporting

- 17.1 Financial Reports and Close Out packages will be prepared and submitted according to instructions from WorkLink WDB. **Financial Status Reports (FSR)** are due at the WorkLink Local Workforce Development Area/WDB Office by the **10th day** of the following month and **close out package due date will be based on reporting deadline of SCDEW and Finance staff.**
- 17.2 The original of the financial status report and/or close out package may be mailed to the following address, e-mailed, or put in the drop box.

WorkLink Workforce Investment Board
Attn: Jennifer Kelly, Executive Director
1376 Tiger Blvd., Suite 102
Clemson, SC 29631

- 17.3 Reimbursements **should not exceed** the current Board approved youth grant line items or the line-item category that is a part of this agreement. **Salaries must not be increased above the current Board approved youth grant line items or salary line-item category that is a part of this agreement without prior approval of the Board.** A detailed explanation must accompany any/all request for funds in excess of the current Board approved youth grant and/or line items or the line-item category. Final decision(s) will be made by the Executive Director, and/or appropriate WorkLink Committee, and/or WorkLink WDB Board or Executive Committee.
- 17.3.1 The Grantee must review and monitor any line item that continuously over-spends under Staff and Operating Costs. The Grantee must adequately fund the over-spent line item (s) appropriately or result in absorbing any additional amount expended above and beyond the line-item budgeted amount and/or total staff costs.
- 17.4. The Grantee must expend a minimum of **93%** of the funds to be evaluated after third (3rd) quarter of each program year.
- 17.5 Accurate, current, and complete disclosure of the financial results of WIOA grant activities must be made in accordance with SCDEW grant reporting requirements. This means that allowable costs reported to the State and to the local WDB must be traceable to accounting records. In addition, all allowable costs and activities must be reported, and the reports must be submitted in the format specified by SCDEW Finance. For WIOA grants, the LWDA must report expenditures and obligations on a monthly basis for each open grant. The Grantee's fiscal representative/project accountant will maintain an in-house method for tracking obligations and expenditures. This information and reports will be made available upon request.
- 17.6 Invoices for reimbursements will not be processed if monthly financial reports are delinquent.

17.7 The WorkLink Local Workforce Development Area (LWDA) effective as of September 1, 2021, has actively complied with **State Instruction Letter Number 21-01 (see attached)**. The State Instruction Letter Number 21-01 provides guidance on using the Advanced Individual Fund Tracking (AIFT) Module in SCWOS to provide timely and accurate data entry on funds spent directly on WIOA Title I participants.

Grantee at this time will utilize and track Individual Fund Tracking (IFT) and Individual Training Accounts (ITA) in a separate system (Empyra) and/or Excel spreadsheet(s) that can provide the required information upon request (per participant) expenditures to LWDA, WorkLink staff, or SCDEW staff. Empyra system, Excel spreadsheet(s), and vouchers will be updated to include financial aid funding sources and various training services cost items (i.e. application/graduation/fees, tuition/books/supplies, uniforms, SLED/ Background Check, etc.). **(See Training and Employment Instruction Letter PY'10-07-WIA Participant Lifetime Training Individual Training Account (ITA) Cap. WorkLink Workforce Development Board Local Training Cap is \$5,000.00 per year and \$10,000.00 per lifetime.)**

17.7.1 Eckerd Connects AIFT Process/Business Rules Guidelines for SCWOS:

- SCWOS activity code and voucher entry and is completed by the assigned career coach to coincide with both the SCWOS AIFT and a separate voucher payment data system.
- Voucher entry should be in real time when the service is rendered to the participant.
- Voucher approval is completed by management daily to ensure all vouchers created are approved in a timely manner in both SCWOS AIFT and the separate voucher payment data system.
- Voucher payment will be entered by the Data Integrity Specialist, monthly, as the financial information is received from the Eckerd Finance Department.

17.8 Eckerd Connects HealthCare Methodology

17.8.1 Eckerd Connects Workforce Development, Inc. methodology and how healthcare costs were allocated, based on the total amount of healthcare costs, previous year costs, and total number of employees (estimates for total FTE employees eligible across the company). **Documentation collected/captured in the annual compliance documents request.**

18.0 Disallowed Cost

18.1 The Grantee shall reimburse all costs determined to be disallowed costs in connection with the activities in this grant from non-WIOA fund sources.

- 18.2** The WorkLink Workforce Development Board understands that WIOA funded staff are employees of the Grantee. However, WIOA uses Federal Funds that are intended for use as specified in the Act and Regulations.

It is understandable that WIOA funded staff may need to participate in activities of the employing agency such as staff meetings. However, participating in activities **not** specifically mentioned in this grant or in the interest of WIOA, SC Works, or the WorkLink Local Workforce Development Area/WorkLink Workforce Development Board will be considered disallowed costs. **(See 16.1)**

19.0 Procurement/Utilization of Property

- 19.1** The Grantee is held accountable for any WIOA property and/or equipment shown on the property inventory for Eckerd Connects Workforce Development, Inc. - (PYC) sites and will adhere to the Property Procurement rules as established by the South Carolina Appalachian Council of Governments. All purchases will be made in accordance with procedures outlined in the Property Procurement Handbook. **(See WIA Instruction Letter PY'08-10 – Property Handbook).**

- 19.2** Property and/or equipment will be inventoried at least annually, and a copy of the inventory sent to the WorkLink Local Workforce Development Area/Workforce Development Board (WDB) office. WDB staff will include inventory monitoring in their monitoring visit annually.

20.0 TIME KEEPING REQUIREMENTS FOR WIOA GRANTEE STAFF AND PARTICIPANTS

20.1 WIOA Grantee Staff

Record of WIOA staff member time sheets or record of hours worked on this WIOA youth project and all other projects (if applicable), to include annual/vacation leave, sick leave, personal leave, and holiday hours. The records must be signed by the staff member and his/her supervisor and maintained in a central file.

1. Grantee should submit schedules with work hours for their **three (3)** local offices.
2. Grantee should seek pre-approval for holidays and request permission to close office prior to doing so.

21.0 WIOA Participants

- 21.1** A time and attendance sheet or record of hours spent in WIOA Eckerd Connects Workforce Development, Inc. shall be maintained in the participant's hard file. A time sheet or record of hours spent in youth activities and training shall be maintained in the participants' hard files.

- 21.1.1** The Grantee shall submit any requested reports, forms, and/or documents pertaining to the WIOA participants and/or participant data to the WorkLink

Workforce Development Area contact person indicated: **Sharon Crite, Youth Services Manager/Education Outreach.**

22.0 Programmatic Data, Forms, and Reporting

22.1 The Grantee is to use the SC Works Online Services (SCWOS) as the on-line reporting system for WIOA eligibility/certification, case management, tracking of services, follow-up and reporting. The Grantee should maintain and be knowledgeable of the following **SCWOS Staff Resources:**

- a. SCWOS Individual User Guide
- b. SCWOS Staff User Guide
- c. WorkLink WIOA Forms (WorkLink Website)
- d. WIOA Application instruction

22.2 The Grantee should maintain and be knowledgeable of all active WorkLink Instruction Letters.

23.0 GENERAL REQUIREMENTS

23.1 The Grantee's (Eckerd Connects Workforce Development, Inc. - PYC) Program Manager will conduct a quarterly review with each WIOA Eckerd Connects Workforce Development, Inc. - PYC Career Coach at their assigned location. A **25%** file review is required. A written report is to be submitted to the WorkLink Workforce Development Board with findings and observations for monitoring purposes quarterly. Along with the report, a list of the participant's usernames, State ID, and last four digits of SSN should be submitted. **The written report is due on the following dates: July 17, 2024, October 16, 2024, January 15, 2025, and April 15, 2025.**

23.2 Attendance at all system wide Grantee meetings is mandatory **(as funding allows)**. It is expected that these meetings will be bi-annual. **Grantee will be required to get prior approval for training/conferences outside the region.**

23.3 Eckerd Connects Workforce Development, Inc. - PYC Program Management and/or Lead Career Coach staff is required to attend bi-monthly Youth Committee meetings and provide a performance report of all youth activities. Monthly narrative and statistical reporting will be drawn from, compared to, and/or verified by SCWOS to be reported as needed to the Youth Committee, WDB Board, and other designated audiences (SCWOS is the verifying system). Both success stories and difficult cases will be profiled, if applicable or as requested.

23.4 AFFIRMATIVE ACTION

The Grantee will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of those with disabilities, and concerning the treatment of all employees, without regard to discrimination by reason of race, color, religion, sex, national origin, or physical disabilities as provided for in 20 CFR Part 667.275 of the Workforce Investment Act of 1998; Interim Final Rule and the administrative provisions of the Workforce Investment Act of 1998 as provided for in Section 188 of Public Law 105-220.

As a condition to the award of financial assistance under the Workforce Innovation and Opportunity Act of 2014 from the Department of Labor, the grant application assures, with respect to the operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal employment opportunity provisions of the Workforce Investment Act of 1998, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination of 1975; as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws. The United States has the right to seek judicial enforcement of this assurance.

23.5 REGULATIONS AND REQUIREMENTS

The recipient/sub-recipient/sub-grantee must comply with the following federal regulations and requirements:

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
3. 2 CFR 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. Section 504 of the Rehabilitation Act of 1973, as amended;
6. Age Discrimination Act of 1975, as amended;
7. Title IX of the Education Amendments of 1972, as amended;
8. Jobs for Veterans Act 38 U.S.C. 4215 and 20 CFR Part 1010;
9. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR PART 38) and Section 188 of the Workforce Investment Act of 1998;
10. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
11. Title VI of the Civil Rights Act of 1964, as amended;
12. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
13. Equal Pay Act of 1963, as amended;
14. 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA);

15. 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;
16. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
17. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
18. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

24.0 RECORD KEEPING

- 24.1** The Grantee shall keep records that are sufficient to permit the preparation or reports required by WIOA and to permit the tracking of funds to a level of expenditure adequate to ensure that funds have not been spent unlawfully. The Grantee shall retain all records including financial, statistical, property, participant records and supporting documentation for **five (5)** years after the Grantee submits to the Administrative Entity its final expenditure report for that funding period. Records will be retained 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 grantee shall retain records until the litigation, audit, or claim has been finally resolved. **(See WorkLink WIA Instruction Letter No.: PY'10-05 File Management Record Retention Policy, Section 185-Record Keeping of the WIA of 1998 and 2 CFR PART 200.333).**

24.2 Records Retention Standards

The Grantee agrees to maintain all records pertinent to the Workforce Innovation and opportunity Act (WIOA) agreements and grant, including financial, statistical, property, participant records and supporting documentation in accordance with grant provisions, Employment and Training Instruction Letters, WorkLink Workforce Development Board Memorandums, and other relevant guidelines. Records will be stored in a manner to preclude their loss or damage. All records created because of operations under this contractual agreement pertaining to WIOA activities will be maintained separately in storage from any other Grantee records. The Grantee will be responsible for storage costs. As a part of the grant closeout package, the Grantee will report all record holdings pertaining to this grant to WorkLink Local Workforce Development Area/Workforce Development Board using forms provided for that purpose. The Grantee's records will be grouped for storage as follows: Applicant and Participant records, and all other records. Storage files will be adequately marked to facilitate identification and research of all records in storage. **(See WorkLink WIA Instruction Letter No.: PY'10-05 File Management Record Retention Policy and Retention Requirement for Records from Uniform Guidance 2 CFR PART 200.333).**

- 24.3** All forms, documents and information maintained by the Grantee pertaining to this Grant, or mentioned herein, will be made available to the Administrative

Entity upon request and is subject to review at any time. The Grantee will be required to use the appropriate forms to reflect enrollment, goal attainment, exiting, etc. These forms are subject to being replaced throughout the Grant period as WIOA regulations become more established and directions from the State are forwarded to the Local Workforce Development Area.

- 24.4** Grantee shall request prior approval and written confirmation from the Administrative Entity for forms and documents created prior to use and distribution within the youth WIOA program.

25.0 PAYMENT TO WIOA PARTICIPANTS

- 25.1** WIOA participants may be eligible to receive supportive service payments and/or incentive payments. **(See Revised WIOA Instruction Letter PY 18-07 – Youth Local Supportive Services Policy and Incentive Payment Guidelines – Youth).**

- 25.2** **Work Experience hourly stipends are to be paid to participant(s) that meet the six (6) criteria to determine and establish a work experience employee vs trainee status. When all six (6) criteria are met, the work experience can be considered a training situation, and therefore, stipends versus wages may be paid** A minimum hourly stipend payment rate of **\$12.00** will be paid in work experience activities.

- 25.2.1** The work experience hourly stipend payment approved rate increase of **\$13.00** may be implemented with request to WorkLink with a brief statement outlining youth participant reason for receiving the stipend rate increase. **The WorkLink Executive Director or Signatory Authority will have the final approval.** The increased hourly stipend payment will be permitted for (an out-of-school and/or in-school youth):

- a. The youth participant that has identified and chosen an in-demand industry career pathway goal, that have identified educational objectives on their ISS, and verifiable satisfactory progress (including attendance) towards all ISS goal(s), objectives, and training.
- b. The youth participant that has the required skill set needed and can commit to specialized training in an in-demand industry career pathway, that have identified training goal(s) and objectives on their ISS, enrollment in training or work site, verifiable satisfactory progress (including attendance) towards all ISS goal(s), objectives, and training.

Note: Any/All hourly stipend rate increases above what is mentioned or stated in this grant section **must have** prior approval by LWDA-WorkLink and/or Youth Committee and/or WorkLink WDB. **New rate increases effective April 5, 2021. (See WorkLink WIA Instruction Letter PY'08-30 and State WIA Instruction Number: 08-03 - Payment of Stipends versus Wages for Work Experience) (See Attachment # 4-Trainees Criteria, under the Fair Labor Standard Act (FLSA)-Department of Labor).**

- 25.3** The Grantee (Eckerd Connects Workforce Development, Inc.) **shall continue** to make the **work experience hourly stipend payments**. The hourly stipend

payments are to be paid directly to WIOA participants when applicable. **No additional fees, costs, or expenses are to be billed/invoiced against this grant work experience/work-based learning stipend line item.** The Grantee (**Eckerd Connects Workforce Development, Inc.**) shall also make sure that there are checks and balances between the maintenance of time sheets or other source documents, the cutting and disbursement of the work experience hourly stipend payments to participants and ensure separation of duties. Failure to fully document the basis for issuing any of the payments mentioned above to participants may result in disallowed costs. Disallowed costs shall be reimbursed by the grantee to the WorkLink Workforce Development Area from Non-WIOA fund sources. **(See 18.1).**

26.0 INSURANCE COVERAGE FOR WIOA PARTICIPANTS

26.1 Classroom Training: The South Carolina Department of Workforce (SCDEW) will provide Accident Insurance Coverage for WIOA participants while they are participating in training conducted in a typical classroom training environment. Copy of insurance policy obtained annually.

26.2 Work Experience, Limited Internships, and other forms of Training conducted on a Work Site: The South Carolina Department of Workforce (SCDEW) will provide Accident Insurance Coverage for WIOA participants while participating in scheduled, supervised, or sponsored activities at verifiable training conducted in a typical work experience or limited internship, if applicable (generally, training conducted on an employer's work site). Copy of insurance policy will be requested and obtained annually.

26.3 The worksite is required to provide liability insurance for extenuating circumstances relating to work-based learning and/or work experience, limited internship and other forms of training on a worksite. Liability insurance coverage is identified as a requirement and responsibility of the work site and requires worksite representative signature on the worksite agreement.

26.4 The Grantee will provide general liability insurance certificate coverage and verification obtained annually as part of compliance documents.

26.5 REFUND POLICY

Grantee will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition-based training concludes early.

27.0 ADMINISTRATIVE ENTITY MONITORING

The Administrative Entity will monitor eligibility, assessment, ISS development, Equal Opportunity (EO) Compliance, financial and program activities to ensure clients are receiving adequate and relevant services. The monitor may conduct

reviews various times throughout the program year, including a scheduled annual monitoring, and review at completion of the WIOA Eckerd Connects Workforce Development, Inc. program year. The Grantee shall further assist in a cooperative manner when conducting on-site monitoring or audits of WIOA funded program activities. Personnel will be cooperative during the monitoring process.

The US 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 to timely and reasonable access to all Grantee records as they pertain to this Grant.

All forms and documents maintained by the Grantee pertaining to this Agreement will be made available to the Administrative Entity upon request and is subject to review at any time. The Grantee will maintain the Workforce Innovation and Opportunity Act and all regulations pertaining to the Act on file at its main office.

28.0 CONFIDENTIAL INFORMATION

Any reports, information, data, etc. given to or prepared or assembled by the Grantee under this Grant which the Administrator requests to be kept confidential **shall not** be made available to any individual or organization by the Grantee without the prior written approval of the Administrator.

28.1 SC Works Online services Confidentiality Requirements

Customer, employer, and employee information in the custody of the SC Works Online Services is confidential and may not be accessed, viewed, copied, printed, disclosed, or otherwise manipulated unless it is needed to perform official job duties. Passwords are confidential, if you suspect anyone else has knowledge of your password, report immediately to your supervisor then SC Works Online Services Coordinator for change in password.

29.0 COPYRIGHT

No materials produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Administrator and the Local Workforce Development Area, and State Office shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials under this grant.

30.0 INTELLECTUAL PROPERTY

Any/All materials developed under this Grant by the grantee under the recorded hours and/or paid WIOA funding will become the property of the Administrative Entity and/or WorkLink Workforce Development Board.

All WIOA participants approved for training must have an Individual Training Account (ITA) entered in an ITA Tracking System designated by Eckerd Connects Workforce Development, Inc. Workforce Services. Obligations and expenditures must be available at any time at the request of WorkLink, SCDEW or US DOL. Eckerd Connects Workforce Development, Inc. must supply the participant information upon request, even if they are no longer the Grantee/Contractor/Provider.

31.0 OPTION TO EXTEND

Based upon funding availability, the Administrative Entity may extend a Grant period if it appears to be in the best interest of the Administrative Entity and is agreeable with the Grantee.

32.0 TERMINATION

The Administrative Entity may terminate the performance of work under this Grant, in completely or in part, for either of the following circumstances: Termination for Convenience or Termination for Cause, as defined in the Terms and Conditions attached hereto and incorporated herein.

33.0 TRANSFER OF CONTRACT(S)/SUB-GRANT(S)/SUB-CONTRACT(S)

The Grantee shall not enter into sub-grants/sub-contracts for work contemplated under this Grant and shall not assign this Grant or monies **without** the prior written consent/approval of the WorkLink Executive Director or designee and/or Workforce Development Board.

34.0 FORMS TO MAINTAIN IN THE PARTICIPANTS FILES

1. All SC Works Online Services forms that relate to the WIOA program
2. WIOA Orientation Forms
3. Signed and dated grievance procedures
4. Counseling notes and documentation
5. Time and attendance sheets signed in ink by the participant and the instructor
6. Academic assessments, vocational assessments (as appropriate), and pre, progress, and post-tests data/results (Learning Express)
7. Competency obtainment documentation
8. Subgrant agreements (as appropriate)
9. Documentation of funds training allowances paid to participants

10. Log sheets signed in ink by participants with check numbers for all WIOA funds paid to participants (to be signed when checks are issued to participants)
11. EO Complaint log.
12. Other information deemed necessary by the Administrator.

35.0 GRANT CONSIDERATIONS

35.1 Changes or Modifications to this Grant

35.1.1 Any changes or modifications to this contractual agreement shall be detailed in writing and executed by both parties. Changes or modifications required because of changes in WIOA or new decisions of the WorkLink Workforce Development Board may be made anytime during the period of the contractual agreement. **A modification will be requested in the month of October after true carryover numbers are verified.**

36.0 SANCTIONS

36.1 The WorkLink Workforce Development Board may impose sanctions on the service provider when continued non-compliance with this contractual agreement, other policy and procedures of the Board, the Act and or its regulations exists.

37.0 Program Oversight

37.1 The Grantee acknowledges the right and responsibility of the WorkLink Workforce Development Board, SCDEW, and the US Department of Labor and/or their representatives under the provisions of the WIOA to conduct program oversight or monitoring on an announced and or unannounced basis. The Grantee shall further assist in a cooperative manner, the agents, or representatives of the entities mentioned above when conducting on-site monitoring or audits of WIOA funded program activities.

38.0 EFFECTIVE DATES OF GRANT

38.1 **The effective dates of the PY 24 Grant are July 1, 2024 - June 30, 2025.**

39.0 WIOA Operating Guidance Training and Employment Guidance Letter Resources and References:

- o <http://www.doleta.gov/WIOA>
- o Technical Assistance Resources: <https://youth.workforcegps.org/>
- o TEGL No.10-16, Performance Accountability Guidance for Workforce
- o Innovation and Opportunity Act (WIOA) Title, I Title II, Title III, and Title IV, Core Programs;
- o TEGL No. 16-16, American Job Center-Graphics Style Guide for partners: <https://www.dol.gov/ajc/>;

- TEGL No. 20-16, Announcing the Publication and Effective Date of the Section 188 WIOA Nondiscrimination and Equal Opportunity Regulations (20 CFR Part 38) Final Rule in the Federal Register;
- TEGL 17-05: https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2195
- TEGL 17-05, Change1: https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2505
- TEGL 17-05, Change 2 : https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2759
- TEGL 21-16 : https://wdr.doleta.gov/directives/corr_doc.cfm?docn=7159
- TEGL 21-16, Change 1: https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3389
- TEGL 10-16 : https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=8226
- TEGL 10-16, Change 1: https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3255

Attachments:

- (1) Eckerd PY 23 Skill Invoice Policy (Revised 02/01/23) (As funds allow)
- (2) Eckerd-PYC Enrollment Commitments Form (Revised PY18)
- (3) Case Notes General Information
- (4) Trainees Criteria under Fair Labor Standard Act (FLSA)-Department of Labor.
- (5) SC Child Labor Regulations Summary (Emphasis on Minors Ages 16 and 17)
- (6) PYC Program Client Flow Chart
- (7) Provision of Remote WIOA Services Memo
- (8) State Instruction Letter 21-01 Advanced Individual Fund Tracking Module (AIFT)
- (9) Part III-Terms & Conditions (Revised for WIOA 11/12/16)
- (10) Local Area Addendum to Part III- Terms & Conditions (11/22/16)

WORKFORCE INNOVATION & OPPORTUNITY ACT
 (Authorized Under Public Law 113-228)
Part I
GRANT SIGNATURE SHEET

Funded Under: WIOA Title I Youth Grant #: 23Y495E3

Administrative Entity	Contractor Name and Address	
SC Appalachian Council of Governments PO Box 6668 30 Century Circle Greenville, SC 29606 (864) 242-9733	Eckerd Youth Alternatives, Inc. 100 N. Starcrest Drive Clearwater, FL 33765 (727) 461-1236	
<p>The SC Appalachian Council of Governments, hereinafter called the Awarding Agency, having entered into an Agreement with the Workforce Development Board (WDB) in the State of South Carolina to administer funds received pursuant to the Workforce Innovation & Opportunity Act of 2014, desires to engage the Grantee, identified above, to implement WIOA Youth Program. The Grant consists of this Signature Sheet-Part I, Youth Program Statement of Work-Part II, Terms & Conditions-Part III (with Local Area Addendum to Terms & Conditions Part III)- unchanged and on file, and Youth Budget-Part IV.</p>		
<p>A. Type of Contract – Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/></p> <p>B. Contract Period – This Agreement covers the period from <u>07/01/24</u> to <u>06/30/25</u></p> <p>C. Obligations – In consideration of the foregoing, the Awarding Agency agrees to pay the Contractor allowable costs incurred in the performance of the functions herein outlined, in an amount up to but not to exceed <u>\$430,000</u> from Federal funds received.</p> <p>D. Number of participants to be served (where applicable) <u>100</u>.</p> <p>Notes:</p> <ul style="list-style-type: none"> • Letter of Intent <u>will expire</u> upon implementation of PY 24 executed youth grant. • PY 24 Executed Youth Formula Grant (Original) and Budget Modification # 1. • <u>Youth Statement of Work (Page 26- Section 12.2), Revised/highlighted PY 24 Youth Performance Measures, Youth SOW Attachments, Terms & Conditions submitted with prior PY 24 Youth Letter of Intent are unchanged and on file.</u> 		
GRANT AMOUNT BY CATEGORY		
Administration	Program	Total
\$0	\$430,000	\$430,000

Approved for the Administrative Entity
 Name Steven R. Pelissier
 Title Executive Director

[Signature] 8/1/24
 Signature Date
[Signature] 8/1/24
 Witness Date

Approved for the Contractor
 Name Randall Luecke, CFO
 Title Chief Financial Officer

[Signature] 8-5-24
 Signature Date
[Signature] 8-5-2024
 Witness Date

*Note: No signature or date stamps will be accepted

WORKFORCE DEVELOPMENT BOARD
 WorkLink Workforce Innovation and Opportunity Act
GRANT BUDGET SUMMARY

Service Provider: Eckerd Connects Contract # 24Y495E3
 Project/Activity: Youth Funding Source: WIOA Youth Modification # 1

Line Items	Administrative	Non-Administrative	Total Budget Amount	In-Kind Contributions *
Salaries & Fringe Benefits	\$ -	\$ 305,886	\$ 305,886	\$ -
Facilities/Rent Costs (space)	\$ -	\$ 3,600	\$ 3,600	\$ -
Non-Expendable Equipment Costs	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ 14,037	\$ 14,037	\$ -
WI Customer Wages and Fringe Benefits		\$ 14,951	\$ 14,951	\$ -
WI Customer Individualized Training Costs		\$ 24,947	\$ 24,947	\$ -
WI Customer Supportive Services Costs		\$ 13,624	\$ 13,624	\$ -
WI Customer Needs-Based/Needs-Related Payment Costs		\$ -	\$ -	\$ -
WI Payments to Employers Costs		\$ -	\$ -	\$ -
Staff Training/Tech Services Costs	\$ -	\$ -	\$ -	\$ -
Other Direct Costs	\$ -	\$ 6,877	\$ 6,877	\$ -
Training Fees/Professional Fees/ Profit	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ 46,079	\$ 46,079	\$ -
Total Budget Costs	\$ -	\$ 430,000	\$ 430,000	\$ -
Percentage of Budget	0%	100%	100%	
Cost Limitations	2% Maximum	At least 98%	100%	

* In-Kind Contributions should not be included when calculating the Percentage of the Budget.

WORKFORCE DEVELOPMENT BOARD
 WorkLink Workforce Innovation and Opportunity Act
STAFF SALARIES, FRINGE BENEFITS & INDIRECT COST

Service Provider ECKERD CONNECTS Contract # 24Y495E3
 Project/ Activity YOUTH Funding Source WIOA Youth Mod # 1

STAFF & INDIRECT COST - BUDGET SUMMARY

SALARIES, FRINGE BENEFITS, & INDIRECT COST					ADMINISTRATION		NON-ADMINISTRATIVE		In-Kind Contributions*	WEX %	WEX Cost
Staff Salaries: Position Title	Salary Per Month	No. of Months	% of Time	TOTAL AMOUNT	%	Amount	%	Amount			
TOTAL SALARIES				\$ 246,286.73		\$ -		\$246,286.73	\$ -		\$ 77,295.73
FRINGE BENEFITS:											
FICA	7.65%	X	\$ 246,287	\$ 18,841	0%	\$0	100%	\$18,841	\$ -		\$ 5,913.12
Unemployment Insurance	0.69%	X	\$ 246,287	\$ 1,709	0%	\$0	100%	\$1,709	\$ -		\$ 536.43
Workers Comp.	0.05%	X	\$ 246,287	\$ 123	0%	\$0	100%	\$123	\$ -		\$ 38.65
Ret. / Pension	1.50%	X	\$ 246,287	\$ 3,694	0%	\$0	100%	\$3,694	\$ -		\$ 1,159.44
Health Insurance	13.41%	X	\$ 246,287	\$ 33,031	0%	\$0	100%	\$33,031	\$ -		\$ 10,366.62
Other Health Benefits	0.89%	X	\$ 246,287	\$ 2,200	0%	\$0	100%	\$2,200	\$ -		\$ 690.49
TOTAL FRINGE BENEFITS				\$ 59,598.78		\$0		\$59,598.78	\$ -		\$ 18,704.75
INDIRECT COST:	RATE			\$ 46,078.75	0%	\$0	100%	\$46,079	\$ -		
TOTAL COST				\$ 351,964.26		\$ -		\$ 351,964.26	\$ -		\$ 96,000.48

Each position must be supported by a job description.

A current copy of your "Indirect Cost Rate" as approved by your Cognizant Agency and description of the costs covered must be attached to the budget as an Exhibit

Stipends	\$ 14,950.80
TOTAL WEX	\$ 110,951.28
	26%

WORKFORCE DEVELOPMENT BOARD
 WorkLink Workforce Innovation and Opportunity Act
COST AND PRICE ANALYSIS WORKSHEET

Service Provider ECKERD CONNECTS

Contract # 24Y495E3

Project/Activity	Fund Source	WIOA Youth	Mod #	In-Kind Contributions
Cost and Price Analysis				
FACILITIES COST *				
Total Cost of Facilities or Rent	\$ 3,600.00	\$ -	\$ 3,600.00	\$ -
NON-EXPENDABLE EQUIPMENT				
Equipment Rental Cost *				
Non-Expendable Equipment Purchases	\$ -	\$ -	\$ -	\$ -
Wide Area Network (WAN) Equipment and Computer Software	\$ -	\$ -	\$ -	\$ -
Total Cost of Non-Expendable Equipment	\$ -	\$ -	\$ -	\$ -
OPERATING EXPENSES				
Communications				
Local Telephone Cost/Cell Phones	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -
Long Distance Telephone Cost	\$ -	\$ -	\$ -	\$ -
Wide Area Network Lines/Internet	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
Postage	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
Facsimile (Fax)	\$ -	\$ -	\$ -	\$ -
Total Cost of Communications	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -
Staff Travel				
Local Mileage cost	\$ 3,942.14	\$ -	\$ 3,942.14	\$ -
Non-Local Mileage cost	\$ -	\$ -	\$ -	\$ -
Non-Local Per Diem/Lodging Cost	\$ -	\$ -	\$ -	\$ -
Total Cost of Staff Travel	\$ 3,942.14	\$ -	\$ 3,942.14	\$ -
Expendable Supplies and Materials				
Office/Desktop Supplies and Materials Cost	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
Copying Cost *	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
Software Licenses	\$ 3,895.00	\$ -	\$ 3,895.00	\$ -
Total Cost of Supplies and Materials	\$ 5,895.00	\$ -	\$ 5,895.00	\$ -
Equipment Maintenance and Repairs Cost *	\$ -	\$ -	\$ -	\$ -
Utilities Cost *	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	\$ 14,037.14	\$ -	\$ 14,037.14	\$ -
WI CUSTOMER WAGES AND FRINGE BENEFITS				
Work Experience Wages and Fringe Benefits				
Work Experience Wage Cost	\$ -	\$ -	\$ -	\$ -
Work Experience Fringe Benefits Cost	\$ -	\$ -	\$ -	\$ -
Total Cost of Work Experience	\$ -	\$ -	\$ -	\$ -
Limited Internship Wages and Fringe Benefits				
Limited Internship Wage Cost	\$ -	\$ -	\$ -	\$ -
Limited Internship Fringe Benefits Cost	\$ -	\$ -	\$ -	\$ -
Total Cost of Limited Internship	\$ -	\$ -	\$ -	\$ -
Miscellaneous Wage Cost (Specify)				
WEX Stipends	\$ 14,950.80	\$ -	\$ 14,950.80	\$ -
Fringe Benefits Cost	\$ -	\$ -	\$ -	\$ -

WORKFORCE INVESTMENT BOARD
 WorkLink Workforce Innovation and Opportunity Act
CLIENT FLOW PROJECTIONS

Service Provider Eckerd Connects Contract # 24Y495E3

Project Activity Youth Fund Source WIOA Youth

Period	Clients Served		Clients Exited		Active Clients
	Carryover	New	Positive	Negative	
July	33	0	21	12	33
August	33	3	33	3	36
September	36	12	36	12	48
October	48	12	60	12	60
November	60	12	72	12	72
December	72	0	72	0	72
January	72	8	80	8	80
February	80	8	88	8	88
March	88	8	96	8	96
April	96	4	100	4	100
May	100	0	100	0	100
June	100	0	100	0	100
Carryovers	33	0			
New Enrollments		67			
Follow-up		100			
Total Served		200			
Planned Carrover		33			

Carryovers 33
 New Enrollments 67
 Follow-up 100
 Total Served 200
 Planned Carrover 33

Active Clients equal Cumulative Clients Served minus Cumulative Clients Exited

WorkLink Youth Budget Comparison

		PY24 Original Budget	Change	PY24 Proposed Budget Mod #1	NOTES
Staff Costs					
Sub-Total of Staff Costs		184,548.51	61,738.22	246,286.73	add'l funds to keep staff all year
Fringe Benefits	Rate				
FICA	7.65%	14,117.96	4,722.97	18,840.93	
Unemployment Insurance	0.69%	1,280.77	428.46	1,709.23	
Workers Comp.	0.05%	92.27	30.87	123.14	
Ret. / Pension	1.50%	2,768.23	926.07	3,694.30	
Health Insurance	13.41%	27,040.59	5,990.48	33,031.07	
Other Health Benefits	0.89%	1,533.44	666.67	2,200.10	
Sub-Total Fringe:	24.20%	46,833.26	12,765.53	59,598.78	extending staff to full year
Operating Costs					
Facility Costs	6185	3,600.00	0.00	3,600.00	
Non-Expendable Equipment	6080	0.00	0.00	0.00	
Wide Area Network Costs	6265	1,500.00	0.00	1,500.00	
Postage	6005	1,500.00	0.00	1,500.00	
Staff Cell Phones	6270	821.15	378.85	1,200.00	
Local Mileage	6105	3,942.17	(0.03)	3,942.14	
Non-Local Mileage/Travel		0.00	0.00	0.00	
Consumable Supplies	6000	2,222.00	(1,222.00)	1,000.00	
Copy/Print	6730	2,000.00	(1,000.00)	1,000.00	
Software Licenses	6095	3,105.73	789.27	3,895.00	
Staff Training Registration Costs	5110	0.00	0.00	0.00	
Staff Background Checks	5100	96.00	60.00	156.00	
Sub-Total Operating		18,787.05	(983.91)	17,793.14	
Training					
Work Experience Stipends	6507	30,000.00	(15,049.20)	14,950.80	10 Youth @ \$1495.08 each
Participant Verification	6516	0.00	0.00	0.00	
Tuition Cost (Adult Education)	6520	14,500.00	(3,300.00)	11,200.00	100 Youth @ \$112 each
Credential Exam Fees	6525	15,800.00	(2,053.00)	13,747.00	91 Youth @ \$150 each
Instructional Supplies Books	6590	0.00	0.00	0.00	
Individual Training Accounts	6530	0.00	0.00	0.00	
Participant Graduation Fees	6595	1,045.00	0.00	1,045.00	26 Youth @ \$40 each
Sub-Total Training		61,345.00	(20,402.20)	40,942.80	
Supportive Services					
Childcare	6660	0.00	0.00	0.00	
Transportation	6485	18,000.00	(4,376.20)	13,623.80	54 Youth @ \$250 each
Client Incentives	6585	0.00	0.00	0.00	
Client Training Support Materials (Supplies & Books)	6546	0.00	0.00	0.00	
Client Emergency Asst. & Expungements	6596	0.00	0.00	0.00	
Sub-Total of Supportive Services		18,000.00	(4,376.20)	13,623.80	
Sub-Total of Contract Costs		329,513.81	48,731.44	378,245.25	
Indirect Cost & Fees					
Indirect Cost (MTDC)	14.10%	35,602.19	10,476.56	46,078.75	
General Liability (Eckerd)	1.32%	4,884.00	792.00	5,676.00	
Sub-Total of Indirect & Fees		40,486.19	11,268.56	51,754.75	
		370,000.00	80,000.00	430,000.00	

**WorkLink Workforce Development Board
Roster of Workforce Staff**

Name	Job Title	Workforce Job Duties/Responsibilities
Jennifer Kelly	Executive Director	Provides strategic leadership on Board initiatives. Also serves as Chief Operating Officer. Oversees the financial management of WorkLink funds. Serves as liaison to the Finance Committee. Oversees the SC Works System and Operator grant.
Sharon Crite	Youth Services Manager/Education Outreach	Oversees all aspects of youth program offering WIOA and other services to our youth population in the WorkLink region. Serves as liaison to the Youth Committee. Provides education outreach efforts to the public and private education sectors of our tri-county area. Oversees the financial management of Youth contracts.
Windy Graham	WIOA Performance & Reporting Manager	Oversees contracts and customer tracking system, provides training and technical assistance, and analyzes performance reports. Also serves as Eligibility Determination liaison and EO Officer. Maintains inventory control system. Oversees the financial management of the in-house budget/accounts payable.
Jennifer Campbell	Assistant Director	Oversees WIOA Title I-B Adult and Dislocated Worker programs and grants. Serves as liaison to the SC Works Operations Committee. Oversees the financial management of Adult/DW grants. Manages Incumbent Worker Training Grants. Develops and implements strategic marketing and outreach. Serves as Assistant Director for WorkLink WDB.
Contractual		
Brandi Runion	Financial Consultant	Provides financial monitoring, technical assistance, in-house OJT monitoring and supports financial reporting efforts.

WORKLINK
Position Description
Workforce Program Specialist
Database Contract Manager

General Purpose:

Oversee the customer tracking systems and monitoring for the three county area of Anderson, Oconee and Pickens Counties to ensure compliance and performance. Report to the WorkLink WIB Executive Director.

Essential Duties and Responsibilities:

Oversee the entry of data by contractor staff into the Virtual OneStop (VOS) checking for accuracy and timeliness. Provide technical assistance to contractors when problems are detected. Co-facilitate training with the OneStop Coordinator and Youth Services Coordinator for area service providers as it relates to the VOS.

Run ad hoc reports in VOS to provide reports to board staff, contractors, board committees, etc. as necessary. Insure corrections are made to the database thus helping with performance.

Serve as the WorkLink Local Workforce Investment Area's point of contact for the Virtual OneStop (VOS) system. Submit all required VOS reporting to the Department of Commerce. Provide the State Workforce Investment Act Department (SWIAD) with necessary reports.

Prepare performance reports for the Board.

Maintain and update the applications to the Statewide Eligible Training Provider List and the local providers' list.

Write and circulate local WIA Instruction Letters in collaboration with WorkLink staff.

Assist in the preparation of the agenda for Board and committee meetings. Assist in the preparation of the pre-meeting packets for Board members. Attend all Board meetings and necessary committee meetings.

Assist in coordinating linkages with other human resource and educational entities throughout the three county region to promote cooperation and non-duplication of effort. Assist in representing the Board at local professional organizational meetings.

Oversee data validation and file management.

Serve as liaison for eligibility. Provide technical assistance.

Coordinate appeals with TAA coordinator and DEW. Manage TAA files. Coordinate TPU transportation payments for TAA participants.

Assist the OneStop Operation Coordinator with the operational management functions related primarily to the One Stop and TRADE Program.

Assist with oversight and provide technical assistance to OneStop providers.

Assist the Executive Director with preparation of the annual WIA Plans.

Assist in the preparation and presentation of the WIA/TRADE progress reports and updates to the WIB and other WIB appointed committees.

Develop requests for proposals for WIA activities and assist the WIB in reviewing proposals.

Conduct monitoring and follow-up on monitoring recommendations and ensure good relations between Workforce Development staff and Workforce Development service providers/vendors.

Review, examine, and evaluate all OneStop/TRADE related Workforce Development systems to ensure that program administration is in compliance with all applicable and governing laws and regulations, contractual agreements, and assure sound program management and practices.

Provide training, technical assistance, and documentation to OneStop and Youth providers on Virtual One-Stop (VOS) Reporting System.

Review and sample Administrative Assistant's work related to OneStop VOS files, training, and technical assistance to providers; provides Administrative Assistant technical assistant with VOS files, training, and technical assistance to providers.

Oversee coordination with the OneStop and TRADE provider to facilitate various changes and updates to client data in the VOS Reporting System.

Oversee reconciliation of all WIA client data reports for submission to USDOL.

Prepare VOS/local OneStop performance and usage reports to the WIB, Youth Council, and appointed committees.

Benchmark other WIA and Trade programs to be used for continuous improvement.

Coordinate activities related to the Virtual OneStop System to ensure that participant tracking and reporting are in compliance with State requirements.

Review and evaluate the accuracy and timeliness of service providers meeting the Virtual OneStop System reporting requirements; coordinate activities to affect the necessary changes.

Work closely with WIA service providers to minimize errors relative to the participant data.

Provide technical assistance and training to WIA service providers/contractors relative to overall program implementation and reporting.

Conduct desktop monitoring of service providers and report deficiencies to the Program Administrator.

Assist with the monitoring activities conducted by the State of South Carolina and Federal Department of Labor.

Assist in development of service providers' grant agreements and grant modifications.

Evaluate service provider progress and prepare reports of overall performance in relationship to local performance standards.

Equal Opportunity Team Representative – Coordinate the State EO Officer's monitoring visits/activities with appropriate Local Area and sub-recipient and service provider staff. Monitor the activities of the entities that receive WIA Title I funds from the Local Area to ensure that the Local Area and its sub-recipients are not violating the nondiscrimination and equal opportunity obligations under WIA Title I. Review written policies to make sure that those policies are nondiscriminatory. Ensure that the State procedures for processing discrimination complaints under 37.76 through 37.39 are followed. Report directly to the appropriate official about EO matters. Provide recommendations for correcting practices which could lead to discrimination and/or complaints of discrimination.

PERIPHERAL DUTIES

Performs other duties as required.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- (A) Graduation from a four-year college or university with a Bachelor's degree with some coursework in social services, psychology, business or a closely related fields;
- (B) Minimum of two years experience in administration of training or social programs, or other administrative experience; or
- (C) An equivalent combination of education and experience.

Necessary Knowledge, Skills, and Abilities:

- (A) Considerable knowledge of human service programs and delivery systems; Considerable knowledge of state and Federal employment and training grant programs; Some knowledge of local, state, and Federal laws and regulations governing human service programs; Working knowledge of human service program design and evaluation;
- (B) Skill in operation of listed tools and equipment,
- (C) Ability to evaluate cases, evidence, and situations effectively and thoroughly; Ability to establish and maintain effective working relationships with employees, supervisors, other agencies, program participants, community leaders, the media,

and the general public; Ability to resolve conflict; Ability to implement agency and program policies and procedures; Ability to communicate effectively orally and in writing.

SPECIAL REQUIREMENTS

- Valid state driver's license or ability to obtain one.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing, database, and spreadsheet software; calculator; copy and fax machine; phone; mobile or portable radio; automobile.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described are representative of activities required and work environment encountered while performing the essential functions of this job. Reasonable accommodations may be made to allow individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is required to walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.
- The employee must occasionally lift and/or move up to 10 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.
- The noise level in the work environment is usually quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

7/6/2010 -- nc

WorkLink Assistant Director

General Purpose

The Assistant Director serves as the chief supervisor of the WIOA programs in the WorkLink Workforce Development Area. In addition, as Assistant Director of WorkLink, the position also manages the day-to-day operation of the WorkLink office in the absence, or at the direction, of the Executive Director. The Assistant Director assists the Executive Director with the SC Works Operations oversight.

Essential Duties and Responsibilities

Provides Oversight, Monitoring, and Technical Assistance to the WIOA Programs.

- Provide programmatic support for the WIOA programs to ensure that all programmatic and fiscal activities comply with applicable local, state, and federal regulations.
- Monitor the fidelity of program models and make permissible adjustments. Review program performance and reports to ensure contract compliance. Conduct reviews to ensure that corrective actions have been implemented. Issue monitoring reports.
- Conduct research and implement initiatives and best practices.
- Compile and analyze information for the preparation and implementation of new programs and projects, and for improvements to existing programs and projects.
- Develop fiscal and programmatic monitoring instruments.
- Conduct assessments and surveys to determine the training and development needs of service providers, and then procure or conduct training based on the information obtained.
- Monitor SC Works Center Operations and the WIOA program contracts at least once a year to ensure programmatic compliance with federal, state, and local regulations. Provide technical assistance and training. Create technical assistance and monitoring reports.
- Oversight responsibility for all WIOA program fiscal matters including monitoring service provider budgets and fiscal reports, expenses, processing payments, and budget modifications.
- Assist in the writing of Instruction Letters, and newsletter articles, taking pictures for publications, as necessary. Assist in preparing and maintaining records, reports, and training manuals.
- Identify policies and issues that positively or negatively impact the implementation of programs and advocate for the implementation of policies and procedures that promote quality outcomes for program participants.
- Assist with managing and leading IWT efforts.

Leads Outreach Efforts in the Workforce System.

- Guides Service Provider and assists in the development of an internal outreach system for the SC Works System. Work with a multitude of partners and contractors to brand the system.
- Create messaging and positioning strategies that are meaningful to customers.
- Research and access internal and external outreach resources that are cost-effective.
- Provide feedback and guidance in the development of outreach materials for the program, including providing material for sharing on social media and other news outlets.
- Responsible for creating, reviewing, and revising outreach materials, reports, and program procedures to assure program quality, contract compliance, and adherence to reporting requirements.

Follows Procurement Standards set forth by the COG

- Develop and modify statements of works for SC Works Center and WIOA program contractors in accordance with WIOA regulations. Negotiate contract budgets to provide the funding necessary to carry out the services.
- Request bids and quotes for services and goods as required.

General Role Responsibilities

- Act as liaison to the OneStop Operations Committee which has oversight of the WorkLink SC Works Workforce System. Coordinate the committee agendas. With help from other staff, oversee the meeting preparation and writing of the minutes. Establish and oversee administrative procedures to meet objectives set by the OneStop Committee. Communicate the vision of the OneStop Committee to the SC Works Operator and the WIOA Program Managers. Manage communications between the committee and the service provider.
- Under the direction of the OneStop Committee and Board, manage strategic planning for the organization regarding SC Works and the WIOA program. Research and analyze community needs in order to determine program directions and goals. Implement best practices.
- Cultivate and maintain strong relationships with a range of community stakeholders across sectors to better inform the implementation and execution of programs and related activities.
- Participates in grant writing efforts, and in the future as it is allowable, fundraising events, donor solicitations, reports, and proposals for the enhancement of the programs.

Assistant Director Duties

- Represents the WorkLink Executive Director as required.
- Manages overall day-to-day operation of WorkLink office and serves as a signatory in the absence of or as directed by the WorkLink Executive Director.
- Develop formal and informal relationships with community service providers, workforce collaborative, and funding partners to enhance and expand program capacity.
- Participates in agency and program staff meetings, serving as an active member of the leadership team and assisting in staff professional development opportunities.
- Provides insight and support to the WorkLink Executive Director on administration/management and operational issues to help run initiatives/grants effectively and efficiently.
- Assist in coordinating linkages with other human resource and educational entities throughout the three-county region to promote cooperation and non-duplication of effort. Assist in representing the Board at local professional organizational meetings. Serve on community committees that promote the mission of the Board and SC Works. Speak to community groups to explain and interpret agency purposes, programs, and policies.

Assist Executive Director with the SC Works System Coordination including:

- Write requests for proposals for programs and Operators. Coordinate and convene solicitation process, grant award selection process, and grant negotiations.
- Assist in grant writing efforts.

- Working with the WorkLink Executive Director, develop and implement a data management tool and process that allows the accurate and timely collection of program data for program monitoring identifying effective strategies or areas in need of course correction, and for reporting to leadership, funders, and partners.
- Coordinate all aspects of the SC Works Workforce System in the three counties.
- Oversee the functions of the SC Works Operator, SC Works partner relations, Memorandums of Understanding, and Cost Allocation Plans.

OTHER DUTIES AS ASSIGNED

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- A. Graduation from a four-year college or university with a bachelor’s degree in human resource management, social work, or closely related field;
- B. Minimum of one year experience in employment and training program management, or
- C. An equivalent combination of education and experience.
- D. Experience in supervisory or management roles.

Necessary Knowledge, Skills. and Abilities:

- A. Considerable knowledge of general accounting procedures and budgeting.
- B. Knowledge of human service programs and delivery systems; working knowledge of State and Federal employment and training grant programs.
- C. Skill in operation of listed tools and equipment: Microsoft Office Suite, federal and state grant management software, Labor Market Information Databases, and case management software.
- D. Ability to establish and maintain effective working relationships with employees, supervisors, other agencies, program participants, community leaders, the media, and the public; ability to resolve conflict; ability to implement agency and program policies and procedures; ability to communicate effectively orally and in writing.

SPECIAL REQUIREMENTS

- A. Valid state driver's license or ability to obtain one.

TOOLS AND EQUIPMENT USED

- A. Personal computer, including word processing, database, and spreadsheet software; projector; calculator; copy and fax machine; phone; mobile phone; automobile; asset tracking system.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

- A. The physical demands and work environment described are representative of the activities required and the work environment encountered while performing the essential functions of

this job. Reasonable accommodation will be made for qualified candidates who are offered the position.

- B. While performing the essential functions of this job, the employee must answer phones, attend meetings, convey complex information, make presentations, and conduct site visits.
- C. A successful candidate must be able to use a computer, read and interpret complex information such as manuals, directives, etc., and issue instruction letters.
- D. The noise level in the work environment is usually quiet.
- E. Hearing protection is not required for work in this environment.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

WORKLINK WORKFORCE DEVELOPMENT BOARD
POSITION DESCRIPTION
WORKFORCE SERVICES EXECUTIVE DIRECTOR

GENERAL PURPOSE

This position serves as the chief operating officer of WorkLink, the workforce investment board serving the region of Anderson, Oconee and Pickens counties, South Carolina. The Workforce Services Executive Director provides high quality policy and decision-making support to the leadership, committees, and members of a large, multi-constituency community board charged by federal law with facilitating action regarding workforce strategies and investments. The Workforce Services Executive Director provides strategic leadership on Board initiatives, builds partnerships with diverse stakeholders to achieve shared goals, and manages grant funds, staff, and consultants to accomplish the work of the Board and to ensure compliance with all relevant laws and regulations.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. **Provide Strategic Leadership** – The Workforce Services Executive Director provides essential strategic leadership for the Board’s work. This leadership includes helping the Board establish a clear vision, mission, goals and action plan, as well as the implementation of the strategic plan. The Workforce Services Executive Director continuously assesses strategies within the current operating environment, and proposes new and/or different strategies when appropriate. The Workforce Services Executive Director engages in regional strategic planning and initiative generation, as well as in state and national policy development on behalf of the Board.
2. **Provide Board Support** – The Workforce Services Executive Director ensures that the Board receives both the content and logistical support required to be effective. On the content side, this means working with Board leadership to plan effective meetings of both the full Board and its committees, to support Board decision making with strong analysis and clear frameworks for choices, and to ensure regular communication occurs among members of a large volunteer Board. On the logistics side, this means ensuring information for review is provided well in advance of meetings, that locations are found for meetings, and any other required support is provided.
3. **Develop the Board and its Members** – The Workforce Services Executive Director is responsible for helping the Board to clearly understand its potential, to assess current strengths and weaknesses, and to develop and execute strategies for Board improvement. In partnership with the Board leadership and local elected officials, the Workforce Services Executive Director will lead the recruitment of Board members when vacancies occur, as well as ensure that members receive a strong orientation that enables them to be effective. The Workforce Services Executive Director shall also continually work to encourage active participation by all Board members, and will work with the Board leadership to accomplish that.

4. **Build Partnerships** – A very large proportion of the Board’s work involves stimulating and managing strategic partnerships with a wide range of stakeholders to accomplish shared goals. The Workforce Services Executive Director shall manage stakeholder relationships to ensure those partnerships occur and strengthen wherever possible over time. The Workforce Services Executive Director shall look broadly across the community to ensure appropriately diverse participation in Board initiatives. Four particularly essential sets of stakeholder relationships for the Workforce Services Executive Director to manage effectively are a) educational leaders, b) the industrial community, c) local elected officials and d) economic developers as well as non-profit organizations, government agencies, etc.
5. **Represent the Board** – The Workforce Services Executive Director represents the Board with local agencies/organizations, local boards, county councils, and commissions. The Director coordinates with other human resource, educational, and service entities throughout the three county region to promote cooperation and non-duplication of efforts. The Director coordinates local area and Board activities with state, federal, as well as local boards and commissions involved in employment and training activities. The Director delivers speeches, writes articles, and presents information on behalf of the organization.
6. **Development And Improvement Of The Public Workforce System** – The Workforce Services Executive Director shall advise the Board as to priority investments of funds for which it is responsible, and will then manage the performance and quality improvement oversight of those receiving funds through the Board (including One-Stop Operators and youth services providers). The Workforce Services Executive Director is expected to provide leadership and encouragement to service providers to think at all times in terms of integrated service delivery to customers and about continuous improvement of those services. The Workforce Services Executive Director may also engage in partnerships to develop services that are either missing or needing recalibration.
7. **Business Management** – The Workforce Services Executive Director is responsible for the organizational management of the work required to support the Board and its initiatives. This includes managing the budget, required research, projects, contracts, communication, resource development, staff and consultants. The Workforce Services Executive Director recruits, trains and supervises WorkLink staff, as well as solicits vendors as required. The Workforce Services Executive Director makes recommendations to the appropriate administrative entity for hiring and other personnel decisions. The Workforce Services Executive Director also makes recommendations to either the administrative entity Executive Director or the WorkLink Board of Directors, as stipulated in policies, for purchasing decisions.
8. **Federal, State, and Local Grant and Related Report Requirements** – The Workforce Services Executive Director is responsible for ensuring that the Board is in compliance with federal, state, and local grants, record keeping, and administrative requirements, including such Workforce Investment Act based Board responsibilities as managing the eligible training provider list, negotiating and managing memoranda of understanding and other agreements, and ensuring overall compliance with both the law and associated regulations.

PERIPHERAL DUTIES

Perform other duties as required.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience

- A. Bachelor's degree required. Master's degree preferred.
- B. Progressive levels of responsibility in work experience required.
- C. Strong business leadership experience preferred.

Necessary Knowledge, Skills, and Abilities

- Knowledge of workforce, economic, and community development policy
- Experience in corporate strategic planning and/or public policy formation
- Experience in working with business-led boards or committees of corporate volunteers
- Experience working in a regulated business
- Skill at continuous quality improvement principles
- Knowledge of budgetary principles and practices
- Strategy development
- Strong listening skills
- Mediating and negotiating
- Excellent communications skills
- Leveraging resources
- Strong presentation skills
- Problem solving
- Build and maintain partnerships and coalitions
- Influencing
- Passion for the work
- Build trust and be seen as a neutral broker

SPECIAL REQUIREMENTS

- A. Valid SC driver's license or ability to obtain one.
- B. Must live or agree to relocate in the WorkLink Workforce Investment Area (Anderson, Oconee, Pickens Counties)

TOOLS AND EQUIPMENT USED

Personal computer; phone; mobile phone; automobile.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described are representative of activities required and work environment encountered while performance the essential functions of this job. Reasonable accommodations will be made for qualified candidates who are offered the position.

- A. While performing the essential functions of this job, the employee must answer phones, attend meetings, convey complex information, make presentations, and conduct site visits.
- B. The employee must be able to use a computer, read and interpret complex information such as manual, directives, etc., and issue instruction letters.
- C. The noise level in the work environment is usually quiet.
- D. Hearing protection is not required for work in this environment.

SALARY GRADE

The salary range of this position will be based on the qualifications and experience of the person selected.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**WORKLINK
POSITION DESCRIPTION
WORKFORCE PROGRAM SPECIALIST
(Youth Services Coordinator)**

GENERAL PURPOSE

Manage Youth Activities for the Youth Council of the WorkLink Workforce Investment Area. Reports to the Workforce Services Director.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Serve as liaison to the Youth Council. Recruit new members, provide member orientation, plans the agenda, and carry out the activities of the Council. With help from administrative staff, oversee the meeting preparation, writing of the minutes, and preparation of Youth Council Handbook. Establish and oversee administrative procedures to meet objectives set by the Youth Council.

Plan and coordinate special events such as the annual Youth Forum and Youth Job Fair.

Monitor youth contracts at least once a year to ensure compliance to federal, state, and local regulations. Create and provide technical assistance and training. Create technical assistance and monitoring reports.

Assist in coordinating linkages with other youth providers throughout the three county region to promote cooperation and non-duplication of effort. Assist in representing the Board at local professional organizational meetings. Serve on community committees that promote the mission of the Board and OneStops. Speak to community groups to explain and interpret agency purposes, programs, and policies.

Assist in the writing of Instruction Letters, newsletter articles, taking pictures for publications, as necessary. Assist in preparing and maintaining records, reports, and training manuals.

PERIPHERAL DUTIES

Perform other duties as required.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- (A) Graduation from a four-year college or university with a Bachelor's degree with some coursework in social services, psychology, business or a closely related fields;
- (B) Minimum of two years experience in administration of training or social programs, or other administrative experience; or

- (C) An equivalent combination of education and experience.

Necessary Knowledge, Skills, and Abilities:

- (A) Considerable knowledge of human service programs and delivery systems; Considerable knowledge of state and Federal employment and training grant programs; Some knowledge of local, state, and Federal laws and regulations governing human service programs; Working knowledge of human service program design and evaluation;
- (B) Skill in operation of listed tools and equipment,
- (C) Ability to evaluate cases, evidence, and situations effectively and thoroughly; Ability to establish and maintain effective working relationships with employees, supervisors, other agencies, program participants, community leaders, the media, and the general public; Ability to resolve conflict; Ability to implement agency and program policies and procedures; Ability to communicate effectively orally and in writing.

SPECIAL REQUIREMENTS

- Valid state driver's license or ability to obtain one.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing, database, and spreadsheet software; calculator; copy and fax machine; phone; mobile or portable radio; automobile.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described are representative of activities required and work environment encountered while performing the essential functions of this job. Reasonable accommodations may be made to allow individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is required to walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.
- The employee must occasionally lift and/or move up to 10 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.
- The noise level in the work environment is usually quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

7/31/2008 -- nc



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Request for Proposal
#22-WIOA-01
One Stop Operator:
Center Management & Business Services

Funded by:
Title I of the Workforce Innovation and Opportunity Act of 2014

Program Year 2023
(July 1, 2023 – June 30, 2024, with extension options)

<p>WorkLink Workforce Development Board 1376 Tiger Blvd, Suite 102 Clemson, SC 29631 (864) 646-1515 TTY 711 www.worklinkweb.com Trent Acker, Executive Director</p>	<p>Upper Savannah Workforce Development Board 430 Helix Road Greenwood SC 29646 (864) 941-8050 www.upperscworks.com Ann Skinner, Workforce Development Director</p>
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An Equal Opportunity Employer / Program

RFP RESPONSE DUE DATE: January 9, 2023, 1:00PM (EST)

This Workforce Innovation and Opportunity Act bid solicitation is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of awards totaling \$800,000.

RFP Release Date: November 21, 2022

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PART 1: INTRODUCTION AND BACKGROUND

A. Announcement

The WorkLink Workforce Development Board (WorkLink WDB) and Upper Savannah Workforce Development Board (Upper Savannah WDB) are jointly soliciting proposals from interested and qualified entities (public, private, or non-profit) to serve as the One-Stop Operator (OSO) with focus areas of Service Delivery, Center Management, and Business Services, funded by Department of Labor (DOL) federal funds under the Workforce Innovation and Opportunity Act (WIOA) (Public Law No: 113-128).

Geographic Service Area

WorkLink: Anderson, Oconee, and Pickens Counties of South Carolina

Upper Savannah: Abbeville, Edgefield, Greenwood, Laurens, McCormick, Newberry and Saluda Counties of South Carolina.

Proposed Sub-award Amounts: It is anticipated that the winning proposal(s) will be funded as two WIOA Title I subawards, each managed by the respective WDB. Both local areas are interested in cost sharing resources where practical. Anticipated funding for this program is authorized under the WIOA and is made available through the Department of Labor and the South Carolina Department of Employment and Workforce (DEW).

Anticipated funding for this program is authorized under the WIOA and is made available through the Department of Labor and the South Carolina Department of Employment and Workforce (DEW). The planning amount for services delivered under this RFP in the initial year of performance for the **WorkLink area is \$250,000 and \$400,000 for the Upper Savannah area (and an additional \$150,000 in youth funding.)** All is 100% is federal funding.

Type of Subaward: Cost reimbursement subaward

Anticipated Subaward Start Date: WorkLink: July 1, 2023, Upper Savannah: April 1, 2023

Initial Subaward End Date: June 30, 2024

The program must satisfy the program design, program elements, program performance and fiscal requirements found in the WIOA, the WIOA rules and regulations and all other applicable local, state, and federal rules and regulations. The goal for the use of these funds is to provide workforce development activities that increase the employment, retention, and earnings of participants, and increase attainment of recognized post-secondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare and dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of our local economy.

Actual awards and amounts are subject to the availability and appropriation of the WIOA funds. The initial period of performance under this award will commence: April 1, 2023 (Upper Savannah) and July 1, 2023 (WorkLink), and end June 30, 2024, subject to the availability and appropriation of funds. The WorkLink WDB and the Upper Savannah WFD reserves the option to extend or renew this award for Program Year 2024 (July 1, 2024-June 30, 2025), Program

Year 2025 (July 1, 2025-June 30, 2026), and Program Year 2026 (July 1, 2026 – June 30, 2027). Upper Savannah is negotiating end of contracts with prior provider. The start date may vary from April 1, 2023 if it is in the best interest of all parties. Upper Savannah will accept a start date of July 2, 2023. Total funding for Upper Savannah will be adjusted to the length of the award.

WorkLink WDB and Upper Savannah WRB reserve the right to increase or decrease the total subaward amount; the estimated amount listed in this RFP is provided solely as guidance to bidders in preparing their proposal budget. Bidders are not required to request the full amount of estimated funding available. Upper Savannah may make a start-up period available to a new provider starting at contract execution before the transition date. The WorkLink WDB may also make a start-up period available to a new provider, not to begin earlier than June 1, 2023.

It is WorkLink and Upper Savannah Workforce Development Board’s intent to select a service provider(s) to serve both areas. The selected provider(s) will be awarded two grants (one from each Board). However, both Boards reserve the right to select the service provider(s) with the best proposal for their area, even if they are not the same service provider(s). If this occurs, the selected bidders will be able to negotiate with the appropriate Workforce Development Board to ensure that necessary funding is made available to accomplish the vision set forth in their proposal.

Any significant changes made to this request for proposals will be posted to the following website:
<http://www.worklinkweb.com/welcome/request-for-proposals/>.

B. WIOA Guiding Principles

The Workforce Innovation and Opportunity Act (WIOA) is based on several guiding principles to be adopted by state and local workforce development systems:

1. Increase access to education, training, and employment—particularly for people with barriers to employment.
2. Create comprehensive, high-quality workforce development system by aligning workforce investment, education, and economic development.
3. Improve the quality and labor market relevance of workforce investment, education, and economic development efforts.
4. Promote improvement in the structure of and delivery of services.
5. Increase the prosperity of workers and employers.
6. Improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the nation.

C. Overview of the WorkLink WDB

The Workforce Development Board (WDB) develops the link between employers and employees in *Anderson, Oconee, and Pickens counties*. Our volunteer board of directors ensures that the local workforce development system is market-driven and responsible in meeting the employment and training needs of businesses and job seekers. The board implements the “Workforce Innovation and Opportunity Act of 2014” in partnership with local service providers

and through a comprehensive SC Works System that provides locations for job seekers and employers to access employment and training services.

Our goal is to have a fully employed, skilled workforce, and to that end, we help job seekers find the tools to *build their careers*, and we work with businesses to hire quality employees. WorkLink funds programs for adults, dislocated workers, youth, and supports employers through On-the-Job and Incumbent Worker Training programs.

Vision Statement – To have a fully employed and highly skilled workforce in South Carolina.

Mission Statement – WorkLink develops the link between employers / businesses, and the workforce.

Core Purpose – We strive to improve the workforce and the quality of life in Anderson, Oconee, and Pickens Counties by being the vehicle for workforce development in Anderson, Oconee, and Pickens, South Carolina.

Administrative Entity

The South Carolina Appalachian Council of Governments (ACOG) is WorkLink’s Administrative Entity and Fiscal Agent. All grants and contracts are entered into with the ACOG on behalf of the WorkLink WDB. If any changes occur with WorkLink’s administrative entity, a new contract will be executed with the service provider for the remaining timeframe outlined in this proposal.

D. Overview of the Upper Savannah WDB

The Upper Savannah Workforce Development Board is focused on building a pipeline of skilled workers to meet employer needs. It communicates needs to K-12 and higher education providers. It has extensive connections to economic development and the business community.

Administrative Entity

Upper Savannah Council of Governments (USCOG) is the Upper Savannah WDB’s Administrative Entity and Fiscal Agent. All grants and contracts are entered into with the USCOG on behalf of the Upper Savannah WDB. If any changes occur with Upper Savannah’s administrative entity, a new contract will be executed with the service provider for the remaining timeframe outlined in this proposal.

Note Regarding Upper Savannah’s commitment to joint procurement. It is understood that for a provider to effectively serve two areas efficiently both areas have to have similar policies and procedures. The Upper Savannah WDB will maintain policies originally set by the board until they can be reviewed. Policies, procedures and practices developed by staff will be modified to mirror WorkLink to the greatest extent possible.

Workforce Landscape

For labor market information for the Upper Savannah and WorkLink areas, please visit the Labor Market Info section of the SC Works Online Services website: <https://jobs.scworks.org/vosnet/Default.aspx>. The local area of Upper Savannah consists of Abbeville, Edgefield, Greenwood, Laurens, McCormick, Newberry and Saluda Counties of South Carolina. The WorkLink local area consists of Anderson, Oconee, and Pickens Counties of South Carolina.

An Overview of the SC Works System

The SC Works Center (also known as a One-Stop) system brings together a wide variety of Federal, State, and local program partners, integrates the provision of their services and provides a full-range of help to job seekers and employers, all under one roof. Services are driven by business and focus on customer choice.

The WorkLink Region has designated SC Works Centers currently located at:

Comprehensive Center	SC Works Clemson at East Park 1376 Tiger Blvd. Suite 102 Clemson, SC 29631 Hours: 8:30 – 5:00 M thru F Phone: (864) 643-0071 (TTY 711)
Satellites	SC Works Anderson 1428 Pearman Dairy Rd Anderson, SC 29624 Hours: 8:30 – 5:00 M thru F, closed for lunch 12p-1p (864) 260-6780 (TTY 711)
	SC Works Easley Pickens County QuickJobs Development Center Next to the Tri-County Technical College Easley Campus 1774 Powdersville Rd. Easley, SC 29642 Hours: 8:30 – 5:00 M thru Tu, closed for lunch 12p-1p Phone: (864) 220-8990 (TTY 711)
	SC Works Seneca Oconee County QuickJobs Development Center Next to the Hamilton Career Center 104 Vocational Drive, Seneca, SC 29672 Hours: 8:30 – 5:00 M thru F, closed for lunch 1p-2p Phone: (864) 646-1741 (TTY 711)
Access Points	Anderson Interfaith Ministries United Ways of Anderson County, Pickens County, and Oconee County Anderson, Oconee, and Pickens County Library Systems The Dream Center of Pickens SHARE

*WorkLink and Upper Savannah SC Works Center Hours of Operation are set by the WorkLink and Upper Savannah WDB and are subject to change.

WorkLink and Upper Savannah SC Works Centers follow the State Holiday schedule for office closings. WorkLink and Upper Savannah also periodically closes early for staff training.

For emergencies, such as inclement weather, WorkLink and Upper Savannah SC Works Centers follow the County government offices in which the SC Works Center is located for closings and/or delays.

The Upper Savannah Area has designated SC Works Centers;

Note: Locations, days of operation and hours may change. It is expected that WIOA career services staff be present at the Comprehensive five days a week, at Laurens and Newberry at least two. The

remaining counties should be supported at least once a week. The board may approve a virtual strategy to limit visits to outlying counties to days when there are scheduled appointments.

Comprehensive Center	<p>SC Works Greenwood Located in the Brewer Community Complex 927 E. Cambridge Ave. Greenwood SC 29646 Phone: (864) 229-8872 Hours: Monday-Friday (8:30am-5:00pm) Closed from 12:00pm-1:00pm daily</p>
Satellites	<p>SC Works Abbeville Located inside Abbeville Administrative Complex 903 W. Greenwood St. Abbeville, SC 29620 Phone: (864) 366-6690 ext. 2291 Hours: Tuesdays (9:00am-4:00pm) Closed from 12:00pm-1:00pm</p>
	<p>SC Works Edgefield Located at the rear of Edgefield Co. Health Department 21 Star Road Edgefield, SC 29824 Phone: (803) 636-5509 Hours: Tuesdays (9:00am-4:00pm) Closed from 12:00pm-1:00pm</p>
	<p>SC Works Laurens Located beside Laurens Middle School 1029 W. Main Street Laurens, SC 29325 Phone: (864) 681-1605 Hours: Monday-Thursday (9:00am-5:00pm) Closed from 12:00pm-1:00pm daily</p>
	<p>SC Works McCormick Located next door to Town Hall 109 W. Augusta St. McCormick, SC 29835 Phone: (864) 852-3649 Hours: Mondays (9:00am-4:00pm) Closed from 12:00pm-1:00pm</p>
	<p>SC Works Newberry Located beside Piedmont Technical College- Newberry Campus 1840 Wilson Road Newberry, SC 29108 Phone: (803) 276-2110 Hours: Monday-Thursday (9:00am-5:00pm)</p>

	Closed from 12:00pm-1:30pm daily
	SC Works Saluda Located across from Saluda Elementary 407 W. Butler Ave. Saluda, SC 29138 Phone: (864) 445-2047 Hours: Thursdays (9:00am-4:00pm) Closed from 12:00pm-1:00pm

LWIOA PY2022 Performance Goals

Each local workforce board is responsible for negotiating these measures with the State. The performance measures listed below are provided as information and as a baseline for the purpose of this request for proposals.

PY22	WorkLink		Upper Savannah		
	Adult	Dislocated Worker	Adult	Dislocated Worker	Youth
Employment 2 nd Qtr after Exit	81.1	83.3	77.8	80.1	73.2 Measure includes school participation
Employment 4 th Qtr after Exit	81.8	83.4	77.4	84.5	75.6 Measure includes school participation
Median Earnings 2 nd Quarter after Exit	\$6,200	\$7,935	\$5,800	\$7,995	\$3,622
Credential Attainment within 4 Qtrs after Exit	73.8	67.1	66%	63.1%	72.1%
Measurable Skills Gains	55.2	60.2	55.2%	57.1%	52.8%

*These levels are subject to change each program year.

South Carolina has chosen for the Employer Services performance measures:

- **Employer Penetration Rate**—the percentages of employer establishments using services out of all employer establishments in the state
- **Repeat Business Customers Rate**—the percentage of employer establishments using services during the year that also used services within the previous three years

PART 2: SOLICITATION INFORMATION

A. WorkLink Procurement

WorkLink and Upper Savannah reserve the right to cancel this solicitation in whole or in part and may reject any or all proposals in whole or in part. WorkLink WDB will notify all bidders in writing of the final status of this RFP.

WorkLink and Upper Savannah reserves the right to revise any part of the RFP at any time before the submission deadline date, if necessary. These revisions will become addendums to the RFP and will be posted on the WorkLink website: <https://worklinkweb.com/en/about-worklink/request-for-proposals/>

Bidders are responsible for checking the website frequently to remain informed about the procurement process. Bidders must amend proposal packages as addendums make necessary. Failure to acknowledge any addendum that impacts proposal requirements will result in disqualification of the proposal. WorkLink WDB reserves the right to revise any part of the RFP at any time, if necessary.

Contact Information

During the proposal and evaluation process, the sole contact point for any inquiries or information relating to this RFP will be:

Jennifer Kelly, Assistant Director
WorkLink Workforce Development Board
jkelly@worklinkweb.com

B. Solicitation Timeline

Event	Date	Time (EST)
Request for Proposal (RFP) Release	November 21, 2022	
Deadline to submit Technical RFP Questions*	December 13, 2022	5:00PM
Bidder’s Conference <i>Questions posted on WorkLink WDB website within 48 hours</i>	December 15, 2022	9:00AM
Proposal Packages Due & Technical Review (Or Letter of Non-Reply due to WorkLink WDB)	January 9, 2023	1:00PM
Formal Review of Proposal Packages	January 10, 2023 - January 26, 2023	
Bidders’ Presentations to RFP Committee	January 26, 2023	9:00AM**
WorkLink WDB Votes to Approve Recommendation	February 1, 2023	
Upper Savannah Votes to Approve Recommendation	February 1, 2023	
Written Notification to Successful Bidders	February 2, 2023	
Contract Negotiations begin with each WDB	February 2, 2023	
Compliance Documents due and Contracts Issued	Prior to Grant Award Date	
Upper Savannah Contract begins (anticipated)	April 1, 2023	
WorkLink Contract Begins (anticipated)	July 1, 2023	

*Any questions received after the deadline will be answered ad hoc and posted on the WorkLink website each week. No questions will be answered after January 2, 2023; final questions and answers will be posted no later than close of business on January 3, 2023.

**Times will be scheduled with each bidder by January 19, 2023. Presentations will only be scheduled if deemed necessary to adequately score proposals. Times available may vary throughout the day, the first presentation will begin at 9am.

C. Eligible Bidders

RFPs will be accepted from entities that can demonstrate the administrative and management capability to successfully provide the services identified in this RFP.

To be eligible to receive funds made available to operate a One Stop Center, a bidder must be an entity (public, private, or nonprofit) or a consortium of entities that, at a minimum, includes three or more of the required one-stop partners of demonstrated effectiveness, located in the Local Area. Entities selected and serving as one-stop operators are subrecipients of a federal award and thus are required to follow the Uniform Guidance. Such entities may include the following:

- Government agencies or governmental units, such as: Local or county governments, school districts, State agencies, and Federal WIOA partners;
- Employment Service State agencies under the Wagner-Peyser Act, as amended by title III of WIOA;
- Indian Tribes, tribal organizations, Alaska Native entities, Indian-controlled organizations serving Indians, or Native Hawaiian organizations (collectively referred to herein as “Indian Tribes”);
- Educational institutions, such as: institutions of higher education, nontraditional public secondary schools such as night schools, and area career and technical education schools (however, elementary and other secondary schools are not eligible to become a one-stop operator);
- Community-based organizations, nonprofit entities, or workforce intermediaries;
- Other interested organizations that are capable of carrying out the duties of the one-stop operator, such as a local chamber of commerce, other business organization, or labor organization;
- Private for-profit entities;
- Local WDBs, if approved by the Chief Elected Official (CEO) and the Governor as required in WIOA sec. 107(g)(2).

Additional Qualifications of Bidders:

1. Any not-for-profit entity **MUST** have been incorporated for at least two years (as evidenced by a letter from the appropriate governing body certifying incorporation) **AND** be designated as a 501 c-3 tax-exempt organization by the Internal Revenue Service.
2. Any for-profit entity must have been incorporated at least two (2) years, and applicants must provide an Original Certificate of Insurance by the time of the award announcement.
3. Organizations submitting proposals must have the ability to receive, disburse, and account for funds in accordance with generally accepted accounting practices; are licensed or otherwise authorized to do business in the state of South Carolina; demonstrate the ability to provide program services as specified in the RFP; are not debarred or suspended for participation in state or county contracts, fidelity bonded; and demonstrate the ability to comply with WIOA regulations.

4. The Bidder has successfully provided workforce development services for the past two years.
("Successfully" is defined for the purpose of this RFP as being able to demonstrate that the entity has maintained fiscal integrity; AND has operated a One Stop System/Center for more than two years OR can demonstrate successful performance in operating similar employment and training focused centers for more than two years; AND has direct experience providing WIOA services to businesses OR has experience providing similar types of services to businesses);
5. The Bidder understands and agrees as part of submission of their bid to meet the following conditions:
 - Discloses any potential conflicts of interest arising from the relationship of the Operator with particular partners or service providers;
 - Does not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services;
 - Complies with Federal regulations, and procurement policies, relating to the calculation and use of profits;
 - Has the ability to fulfill Contract requirements, including the indemnification and insurance requirements;
 - Has the ability to maintain adequate files and records and meet reporting requirements;
 - Has the administrative and fiscal capacity to provide and manage the proposed services and to ensure an adequate audit trail; and
 - Meets other presentation and participation requirements listed in this RFP.

Bidder's Conference

A Bidder's Conference will be held: **December 15, 2022, at 9:00am EST.**

All bidders are required to attend the Bidder's Conference via web conference.

Conference call login requests must be made via email to the contact listed in Section 2 of this RFP by the December 13, 2022, technical questions deadline. Bidders should reference the RFP number in the email subject line.

Technical Questions

All technical questions regarding this RFP should* be submitted no later than 5:00PM, December 13, 2022.

Email questions to the contact information listed in Section 2A of this RFP (hereafter RFP Point of Contact) and reference the RFP number in the email subject line.

*Questions received after the technical question's deadline will not be addressed in the Bidder's Conference; however, any questions that are sent after the technical questions' deadline until five days prior to the proposal submission deadline (January 2, 2023) will be answered and posted to the WorkLink website. It is the bidder's responsibility to check the WorkLink website regularly. Please note that any questions answered via telephone may be recorded for the processing of notes to post on the website.

D. RFP Response Due Date: January 9, 2023, 1:00PM (EST)

All proposals must be received by the due date and time. Proposals delivered in person will be timestamped by WorkLink staff. Proposals received after the due date and time specified will be disqualified from this RFP process and be returned unopened to the sender. The RFP and related documents can be downloaded from the WorkLink website at: <http://www.worklinkweb.com/welcome/request-for-proposals/>.

E. Technical Review

This RFP identifies all relevant requirements, technical review process, evaluation factors, scoring point range, and selection process. **A Technical Review will be completed for all proposals received by January 9, 2023 1:00 pm EST.** Proposers that fail to meet the proposal submission guidelines will be disqualified from further consideration.

- Applications will be opened and a preliminary review for responsiveness will be conducted by the WorkLink and Upper Savannah Workforce Development Board staff.
- Bidders will be notified regarding non-responsive applications within 48 hours. Notification will be sent to the contact person listed on the cover sheet. A valid email address is required for this notification.
- Once an application has been deemed responsive by the preliminary review, applications will then be reviewed by an ad hoc RFP review committee of the WorkLink and Upper Savannah Workforce Development Boards and rated based on the criteria established in Evaluation Criteria and Rating System.

F. Presentations

Bidder's may be requested to make an oral presentation of their application to the RFP Review Committee after the Application opening. Such presentations provide an opportunity for the bidder to clarify their application and to ensure mutual understanding. The RFP Contact will schedule these presentations if required. January 26, 2023, has been reserved for this purpose.

PART 3: SCOPE OF SERVICES AND OPERATIONS

The Scope of Services required for this RFP encompasses the overarching role of One Stop Operator, but with two focuses: Jobseeker Services and Business Services. Dedicated resources should be directed to coordination of 1) job seeker services and SC Works center management and 2) services for businesses for the identified WDB areas.

Both focus areas should have specifically defined responsibilities but work in tandem with one another. There should be at least one identified dedicated Center Manager that will coordinate job seeker services throughout the community and manage Center operations, and at least one dedicated Business Services Representative to coordinate employer services.

A. SC Works Operator Role

For the purpose of this RFP, the One Stop Operator is not particular to one individual or job title, but to the organization(s) or group of organizations selected to operate the SC Works System for the WDB(s).

The scope of operations involves the delivery of the full array of Workforce Innovation and Opportunity Act (WIOA) services, including coordination of services provided by WIOA mandated and non-mandated partner organizations, to all interested job seekers and employers in the comprehensive SC Works Center, affiliated SC Works satellite sites, and Access Points as identified in WorkLink and/or Upper Savannah's Memorandum of Understandings and agreed upon by our local elected officials.

Primary Goals under this RFP:

- The Operator shall ensure that customers receive the highest level of service when engaged with SC Works Jobseeker Services.
- The Operator shall ensure that employers receive the highest level of service when engaged with the SC Works System and WIOA Business Service activities.
- The Operator shall ensure access to the labor market data, information and analysis, job search access, placement, recruitment, and other labor exchange services authorized by Wagner-Peyser. Wagner-Peyser services are mandated to co-locate within the SC Works Centers.
- The Operator shall provide information and access to programs and activities carried out by SC Works partners as described in the Memorandum of Understandings between the WDBs and the local elected officials.
- The Operator shall ensure that SC Works partners, on an ongoing basis, deliver quality and timely career services in the SC Works Centers and business services in the community.
- The Operator shall ensure customer access to information regarding training services offered in the WorkLink region.
- The Operator shall ensure that all Center locations, services, and outreach materials are accurate, ADA, and EO compliant.

1. Partner Coordination

The selected bidder will coordinate, facilitate, promote, design, and expedite services for the WorkLink and/or Upper Savannah WDB's designated SC Works Centers and WIOA Business Services. The selected bidder will work in close partnership with the WorkLink and/or Upper Savannah WDB staff and partners to provide guidance and leadership to the SC Works system to achieve the following outcomes:

- Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families.
- Provide access and opportunities to job seekers, including individuals with barriers to employment, as defined in section 3(24) of WIOA, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers.
- Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
- Participate in rigorous evaluations that support continuous improvement of SC Works Centers by identifying which strategies work better for different populations and industries.
- Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.

Both WDB in conjunction with DEW and the contracted OS Operator negotiate an MOU on an annual basis. This MOU details the locations of Centers, the partners' roles and financial responsibilities, and services to be delivered through the SC Works Centers in the WorkLink and Upper Savannah regions.

The SC Works Operator selected through this procurement will coordinate an integrated system of SC Works services offered by the required and additional SC Works Partners as described in these MOUs. The Operator will convene partners quarterly with the intention of streamlining and reducing duplication of services, providing excellent customer service, meeting performance measures, planning, sharing resources, tracking referrals, and budget planning among others. Partner coordination should be addressed for both job seekers and businesses and should be focused on the SC Works system versus the physical walls of the SC Works Center locations.

2. Oversight of the SC Works Centers

The selected Operator will coordinate, facilitate, promote, design, and expedite services for the WDBs designated SC Works Centers.

a. SC Works (One Stop) Certification Standards

WIOA requires that the State Workforce Development Board (SWDB) establish objective criteria and procedures for use by Local Workforce Development Boards (LWDBs) in assessing one-stop centers at least once every three years. The criteria must be used to evaluate the one-stop centers and one-stop delivery system for effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement.

The SC Works Operator shall achieve the major work components and standards necessary to acquire and maintain One Stop Certification Standards. These standards are:

- One Stop Management Standards
- Systems Standards for Employer Services
- System Standards for Job Seeker Services

Under this component, the Operator is responsible ensuring system-wide standards are achieved and utilize continuous quality improvement assessment tools to document positive change and to systemize standards and their usage across the system.

b. SC Works Center Management

The selected bidder will provide functional management and oversight of the partnership of agencies that comprise the SC Works Center system. The Operator is responsible for implementing and managing the SC Works system under policies and guidelines established by both WDBs, the State Workforce Development Board, the offices of SCDEW, and the Federal government. The Operator serves as the functional leader of this team of partners as well as a facility manager for the SC Works Center sites, to include scheduling, communication, arranging of maintenance and upkeep, etc. The Operator will be required to appoint at least one Center Manager to operate the day-to-day operations of the Center and coordinate job seeker services in the community.

c. Services To Be Provided to Job Seekers

The One Stop Operator will ensure that Job seekers have appropriate access to career services as identified in sec. 134(c)(2) of WIOA at established WorkLink SC Works Center locations and during specified hours of

operation. The Operator will be required to set-up and maintain a resource room at each SC Works Comprehensive Center and Satellite site.

The Operator will coordinate services and develop strategies to improve and increase services to job seekers based on best practices, including but not limited to:

- Providing quality services to job seekers.
- Identifying and integrating job seeker services best practices into SC Works.
- Coordinating events based on local labor market needs and jobseeker and employer assessments.
- Participating in statewide planning activities related to job seekers.
- Coordinating and supporting partner's employment and training services efforts as it relates to the SC Works Centers.
- Providing access to services through the SC Works Centers and throughout the community, giving special attention to underserved populations and those with barriers to employment.
- Ensuring compliance with ADA and EO standards.
- Providing Orientations to SC Works Center services
- Coordinating Workshops related to job seekers, including financial literacy

d. Employer Service Coordination

Certain career services must be made available to local employers, specifically labor exchange activities and labor market information described in § 678.430(a)(4)(ii) and (a)(6). The One Stop Operator will be required to appoint at least one Business Service Representative to coordinate all employer services in the community and execute work-based learning opportunities on behalf of the WDBs.

The Operator will coordinate services and develop strategies to improve and increase services to employers based on best practices, including but not limited to:

- Analyzing business needs and implementing practices and solutions to meet those needs.
- Providing quality services to businesses.
- Identifying and integrating business services best practices into SC Works.
- Coordinating events such as job fairs, hiring events, and industry-based events.
- Evaluating and implementing business service strategies based on local labor market needs and employer assessments, including sector strategy partnership meetings, employer workshops, job fairs, and hiring events.
- Participating in statewide planning activities related to business services.
- Coordinating and supporting partner's business service efforts as it relates to the SC Works Center.
- Convening Business Service Teams quarterly.

e. Employer Services: WIOA-Funded Work-Based Learning Opportunities

The One Stop Operator will be responsible for coordinating work-based learning opportunities under the scope of this RFP. Allowable types of work-based learning opportunities for Adults/Dislocated Workers are as follows:

- Registered Apprenticeships (OJT portion)

- Pre-Apprenticeship Programs (OJT) portion
- Work Experiences and Internships (Paid or Unpaid)
- Transitional Jobs
- On-the-Job Training Coordination (OJT)
- Customized Training
- Incumbent Worker Training (Local Board funds only)
- The Upper Savannah WFB will utilize the operator for youth work-based learning as well to include the list above not including Incumbent Worker Training. (Additional information is in the Upper Savannah deliverables section.)

The One Stop Operator will be responsible for coordinating all WIOA funded business services with the Adult/Dislocated Worker program provider. Participants must be enrolled prior to placement in any WIOA funded program. It will be the responsibility of the One Stop Operator to implement all processes and procedures agreed upon by both parties in carrying out WIOA-Funded Work-Based Learning Opportunities, including supportive services and case management responsibilities. The One Stop Operator will ensure all employer service activities, back-up documentation (such as contracts and timesheets), associated budgets and case notes are entered into the SC Works Online System in a timely manner, and will coordinate with the Program Services contractor to ensure that participant information is updated appropriately.

f. Rapid Response Services

Rapid Response Services, as mandated by DOL, are services delivered to businesses and employees of companies that are experiencing downsizing through layoffs or closure and may have also been impacted by a Worker Adjustment & Retraining Notification (WARN) issued by the State. The Department of Employment and Workforce operates the Trade Adjustment Assistance program and coordinates the Rapid Response teams across the State of South Carolina. The Operator will be a proactive member of the Rapid Response team and coordinate appropriate services on behalf of the affected workers and employer.

g. Provide Workforce Services in the Community

In addition to the comprehensive SC Works Center and SC Works satellite sites, the Operator will establish, maintain, and coordinate services in the community.

In an effort to reach remote communities with high levels of poverty and to break down the walls of the SC Works System, the Operator will make such SC Works basic career services available to those communities as appropriate. The Operator is responsible for determining ways to serve under reached and low-income communities, including frequencies and services to be delivered. The Operator is encouraged to be innovative in its approach, including exploring technological methods of delivering service.

SC Works Access Points are permanent non-traditional SC Works access locations (such as a partner location that does not host a mandatory partner staff member but provides basic career services to the general public under the SC Works Center brand) should be evaluated annually and updated as needed.

h. Outreach

The selected Operator will develop an ongoing outreach plan, both for the general population and for priority populations as appropriate, that shall include attending and/or hosting community groups and events, development of brochures (in addition to, but not duplicative of WDB or State mandated brochures), PowerPoint presentations, community-based print and radio ads, and if appropriate, website information detailing business offerings and an overall strategy for announcing the resources of the SC Works System. Other innovative outreach ideas are encouraged within allowable cost guidelines.

3. Special Grants and Outside Sources of Funding

From time to time, WorkLink and/or Upper Savannah will pursue grants that it believes supports the mission and the vision of the WDB. In these instances, the successful bidder may be asked to collaborate with these grants as needed and as allowable by WIOA rules and regulations.

In the event that either of the WDBs receives funding from DOL or DEW for similar employment and training services described in this RFP, the selected proposer under this RFP will provide services for those grants as well. The WDB will negotiate budgets and service levels with the grantee based on funding from those sources. If it is in the best interest of the region, WorkLink and/or Upper Savannah WDBs reserve the right to seek other providers for services under this section.

B. WorkLink Deliverables

The Contractor will be required to provide the following deliverables:

1. Execute Memorandum of Understandings and Agreements with partners (in partnership with WorkLink) annually
2. Attain and maintain One Stop Certification for all Centers
3. Maintain SC Works Center facilities, arranging for vendors and contractors to complete necessary maintenance
4. Maintain (and expand if necessary) Access Points service locations
5. Develop and carryout One Stop Operations and Business Engagement Plans
6. At a minimum, meet all performance measures (WIOA measures, Business Plan, WDB goals, customer satisfaction, etc.)
7. Develop and coordinate communications regarding the SC Works Centers and local area Business Services among staff and partners
8. Coordinate and maintain Staff Development and Training plans for all SC Works Center staff, includes partners, addressing at a minimum, customer service expectations, partner services, labor market information, latest news regarding business services for the region, etc.
9. Arrange and coordinate services for low-income and underserved communities, and for layoffs and rapids response events
10. Coordinate all job seeker services in the SC Works Centers and in the community, and coordinate all business services in the local area
11. Achieve Work-Based Learning Opportunity goals, expending 30% or more in participant or employer related costs.
12. Convene partners and business service teams quarterly
13. Ongoing participation in workforce development related community events, including coordinating job fairs, hiring events, service fairs, workshops, etc.

14. Participate and lead sector partnerships and/or industry focus groups quarterly (regional and local)
15. Ongoing collaboration and information sharing with the WDB staff
16. Coordinate workshops, track attendance, and publish workshop schedules monthly
17. Coordinate partner coverage for resource rooms
18. Set and monitor customer service standards for the Centers
19. Develop and maintain Partner Resource Manual or equivalent for staff and partners
20. Monitor referrals between partners, ensuring they are updated regularly in SCWOS
21. Develop and execute Outreach plan for the SC Works Centers, inclusive of priority populations, and for Business Services
22. Attend Board meetings and committee meetings prepared to present results or progress of goals identified in RFP response
23. Develop a report and/or dashboard of RFP deliverables and goals outlined in the RFP response to present at Board and Committee meetings
24. Expend a minimum of 95% of total grant
25. Other goals that support the Scope of Work outlined in this RFP

Reports

Monthly and Quarterly Reports: Routine monthly and quarterly written programmatic reports shall be due by the tenth (10th) calendar day of the month following the month being reported on.

The Operator will be required to develop a report and/or dashboard of RFP deliverables and goals outlined in the RFP response to present at Board and Committee meetings. WorkLink also requires the selected bidder to report center traffic numbers (daily, monthly, and PY to date cumulatively broken down by location), workshops offered (type and frequency), workshop attendees, Hiring Events, Job Fairs, referrals, business services and partner meeting minutes and activities, community events attended, progress on outreach plans, and similar activities. A sample report/dashboard should be submitted with the proposal package.

Financial Reports: Selected bidders will be required to submit accurate, current, and complete disclosure of the financial results of the WIOA contract/grant activities in accordance with SCDEW grant reporting requirements monthly. The selected bidder must report all allowable costs and activities, must identify and maintain in-house methodology for Individual Fund Tracking (IFT) for obligations, expenditures, and Individual Training Accounts (ITA) for participants. This information and reports must be available upon request by DOL, SCDEW, or WDB staff.

Financial reports will be prepared and submitted to the WDB office by the 10th day of the following month. Financial Reports include:

- Monthly Request for Payment
- FSR-S form
- General Ledger Detail
- YTD Expenditure Reports
- Contract Obligations by Fund Stream

C. Upper Savannah Deliverables

Upper Savannah deliverables are the same as Worklink with the following exceptions:

“5” The business engagement plans for Upper Savannah will be developed by the Upper Savannah Business Services Lead who is on the Upper Savannah staff.

“24” Expend a minimum of 90% of the total grant.

Note: Upper Savannah has a national dislocated worker grant which finishes August 18, 2023 but which has the possibility of being extended a year. Upper Savannah may offer the operator an opportunity to serve 35 dislocated workers or long-term unemployed participants in OJT for a cost not to exceed \$350,000. The budget will be negotiated if it is mutually acceptable based on the salary, and overhead rates set in this procurement.

Upper Savannah Reports

Upper Savannah reports are the same as WorkLink except. Financial reports are due the eight (8th) calendar day after the month following the month being reported on in order to ensure prompt payment.

The Upper Savannah Workforce Development Board would like the dashboard to include: number of resumes added or modified by month (total including self-serve and staff assisted,) number of soft skills activities provided (including all programs tracked by SC Virtual One-Stop,) number of Labor Market Information consultations (including all programs tracked by SC Virtual One-Stop,) and number of partner referrals made. The data is for benchmarking and does not need disaggregating by center.

D. Reference Documents

Bidders are encouraged to review relevant documents when constructing their responses to this RFP. Although not comprehensive, a list of resources has been made available below. Bidders are encouraged to conduct other research on the suggested webpages as well.

- PY2022 Regional and WorkLink Local Plans: <https://worklinkweb.com/en/publications/>
- PY2022 WorkLink MOU: <https://worklinkweb.com/en/publications/partner-meetings-and-information/>
- State Instruction Letters: <https://scworks.org/workforce-system/policies-and-guidance>
 - 11-11, change 1 “SC Works Center Leadership Team Roles and Responsibilities”
 - 16-12, “Facility and Program Accessibility Under WIOA”
 - 19-03, “SC Works Centers and the One Stop Delivery System”
 - 20-14, “Required Use of SCWOS for Referrals”
 - 21-04, “Required Use of SCWOS Greeter in SC Works Centers”
 - 21-06, “SC Works Certification Standards”
- State Guidance Documents: <https://scworks.org/workforce-system/document-directory>
 - South Carolina's Workforce Innovation and Opportunity Act State Plan
 - ES Manual Revision 1 - January 2018
 - ES Manual Revision 2 - August 2019

- Rapid Response Manual
- ADA Checklist for Existing Facilities
- Disability Access Checklist
- Labor Market Information – SC Works Online Services
 - Community Profiles: <https://lmi.dew.sc.gov/lmi%20site/CommunityProfiles.html>
 - Publications and Reports: <https://scworks.org/labor-market-information/publications-and-reports>
- SC Works Online Services (SCWOS) – labor exchange and case management system for WIOA and TAA – <https://jobs.scworks.org>
- TEGLs issued by US DOL - <https://www.dol.gov/agencies/eta/performance/tegl>
 - TEGL 04-15: Vision for the One-Stop Delivery System under WIOA
 - TEGL 08-15: Operating Guidance for WIOA
 - TEGL 10-16 Change 1: Performance Accountability
 - TEGL 15-16: Selection of One-Stop Operators Selection of One-Stop Operators
 - TEGL 16-16: One-Stop Operator Guidance for American Job Center Network One-Stop Operator Guidance for American Job Center Network
 - TEGL 19-14: Vision for the Workforce System and Initial Implementation of WIOA Vision for the Workforce System and Initial Implementation of WIOA
 - WIOA Desk Reference: [Work-Based Learning Overview](#)
- Definition of Terms – reference Section 1(b)3 of the Workforce and Innovation Opportunity Act of 2014.

PART 4: PROPOSAL APPLICATION & SUBMISSION INSTRUCTIONS

A. Format for Application

Applications are to be prepared simply and, in a manner, designed to provide a straightforward presentation of the bidder’s capability and intention to satisfy the requirements of this RFP. Therefore, the bidder’s application must follow the RFP format as closely as practicable. Failure to provide all the information requested by the RFP may result in the application being deemed non-Responsive and thus eliminating it from funding consideration.

Proposal Format Requirements

- Font: 12-point, Arial
- Paper/Pages: 8 ½ x 11 inches; numbered; 1-inch margins
- Each proposal must include a table of contents with numbered pages
- Include the name of submitting organization at the top right corner of each page and reference the RFP # and title

B. Required Forms

The RFP and all RFP forms are posted at: <http://www.worklinkweb.com/welcome/request-for-proposals/>

The bidder should follow the Proposal Checklist to put the proposal together. Word and Excel versions of these forms are available and may be requested from the RFP point of contact.

- Proposal Checklist (Form A)
- Proposal Cover Sheet (Form B), with signatures

- Proposal Table of Contents and page numbers
- Program Narrative
- Memoranda of Agreements or Understandings with Partners
- Subcontractor Description
 - Attachments: MOA/contract with description of services and costs
- WorkLink Budget Forms (Form C)
 - Attachment: Budget narrative
- WorkLink Master Summary of Goals (Form D)
 - Attachment: Sample Board/Committee Report/Dashboard
- Upper Savannah Budget Forms (Form C)
 - Attachment: Budget narrative
- Upper Savannah Master Summary of Goals (Form D)
 - Attachment: Sample Board/Committee Report/Dashboard
- Past Performance (Form E)
 - Attachments: Performance Summaries, Monitoring Reports (& Replies), and Financial Audit
- Organization Reference Chart (Form F)
 - Attachments: three or more letters of support from partners and/or employers
- Conflict of Interest Form (Form G)
 - Attachment: Bidder’s conflict of interest should be filled out, the Board member conflict of interest is for information only
- Proposal Rating Sheet (Form H)
- Compliance Documents (Form I)
 - Attachments: Complete forms and attach requested exhibits
- Other – For other attachments or exhibits not otherwise specified and is necessary for the best representation of your proposal, include them in this section.

Note: Failure to include all of the required components in the order of the proposal checklist will result in a reduced score or disqualification. WorkLink WDB will not advise a bidder (outside of preliminary review) that his/her proposal is incomplete prior to rating or disqualification.

Required Signature

The original application must be signed and dated by a representative of the entity authorized to commit to the provisions of the RFP. **Unsigned and undated Applications will be rejected as being non-responsive.**

C. No Request Proposal Reply

Any person or entity that receives release of notification of WorkLink RFP 22-WIOA-01, but elects not to submit an application, should send a letter stating their intent to not submit a proposal to the WorkLink Workforce Development Board by the cited deadline for receipt of applications on January 9, 2023. Individuals or entities who do not reply with either an application or “Letter of Non-Reply” to the Contract/Grant Application Request will be removed from the Bidder’s List and must re-apply in writing to again be placed on the Bidders’ List. A “Letter of Non-Reply” should include a request to remain on the Bidder’s List or your agency will be removed.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Bidder's responsibility to ensure that its proposal arrives on or before the specified time.

All proposals and materials submitted become the property of WorkLink WDB. All proposals shall be submitted in the name of the entity with legal authority to execute the contract should it be awarded.

Submitting Confidential Information

Bidders should be aware that proposals are subject to the Freedom of Information Act (FOIA). If any proposal contains trade secrets or other information which is proprietary by law, the bidder must notify WorkLink WDB of its request to keep that information confidential.

- For every document the bidder submits in response to or with regard to this solicitation or request, the bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that the bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410.
- For every document the bidder submits in response to or with regard to this solicitation or request, the bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that the bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.
- For every document the bidder submits in response to or with regard to this solicitation or request, the bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that the bidder contends is protected by Section 11-35-1810.

All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, WorkLink may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page.

By submitting a response to this solicitation or request, the bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise,

any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

In determining whether to release documents, WorkLink will detrimentally rely on the bidder's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, the bidder agrees to defend, indemnify and hold harmless the SC Appalachian Council of Governments, the WorkLink WDB, Upper Savannah Council of Governments, Upper Savannah WDB, the State of South Carolina, its agencies, and their officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the SC Appalachian Council of Governments, the WorkLink WDB, Upper Savannah Council of Governments, Upper Savannah WDB the State of South Carolina or any of their agencies, that the bidder marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

Submission requirements:

1. All bidders must submit a proposal original (not duplicated from other sources) and developed within the past forty-five (45) days.
2. Each bidder is to submit an electronic copy of the proposal.
 - The electronic copy must be identical to the original offer.
 - File format should be compatible with Microsoft Office (version 2010 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer.
 - The RFP Contact must be able to view, search, copy and print electronic documents without a password.
 - Also submit an electronic, redacted copy of the proposal if applicable

If your bid includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the section entitled "Submitting Confidential Information," you must also submit one complete electronic copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted in a file format that is compatible with Microsoft Office (version 2010 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the RFP contact must be able to view, search, copy and print the redacted without a password.

Document Naming Requirements

The final proposal document(s) should be named as follow: The Solicitation number and the name of the Organization. If the proposal package is to be submitted in parts, each resulting document must be

appropriately identified as to its relationship to the set, e.g., 1 of 2. (Example: “RFP 22 WIOA 01_ABC Co_pt 1 of 4”)

For those also submitting a redacted copy, please clearly mark the redacted documents with either “R” or “Redacted.” (Example: “RFP 22 WIOA 01_ABC Co_pt 1 of 4_redacted”) **Note that redacted copies do not replace the original copy. If an original copy is not submitted, your response will be determined non-responsive.**

Bidders are to select one of the four options listed below to submit their electronic proposal:

Option A - Email submission (submit one copy of the original)

- The email subject line must be labelled in the following manner: Identifier and name of solicitation, “Final Proposal Submission”, Name of Submitting Organization.
Example: 22-WIOA-01 One Stop Operator, Final Proposal Submission, ABC Co.
- If the final submission is to be submitted in multiple emails, please include the following in the email subject line: “Email # of # Emails.”
Example: 22-WIOA-01 One Stop Operator, Final Proposal Submission, ABC, Co., Email 1 of 4 Emails.
- There are no requirements surrounding the body of the email.

Option B - WorkLink DropBox (submit one copy of the original)

- The proposer may submit through DropBox. Please email the RFP Point of Contact for directions on how to submit using this method.

Option C - Other arranged by Bidder (submit one copy of the original)

- The proposer may email the point of contact listed in Part Two of this solicitation to arrange for alternative methods for submitting the electronic copy. The proposer must make this method available through their own means. No electronic copies will be accepted from questionable file sharing transfer sites.

For those submitting their electronic copy using Option A, B, or C:

To ensure that your proposal package was received electronically, the bidder must send a separate email after submission confirming the proposal is ready for review. The bidder should include pertinent information regarding the submission, such as how to access the proposal and the number of documents that were submitted. (Example: “ABC, Co has uploaded four documents to the WorkLink Dropbox in response to solicitation 2022 WIOA 01. Please confirm receipt.”)

WorkLink will reply with an email acknowledging receipt. It is the bidder's responsibility to begin submitting documents well in advance of the due date/time to prevent missing the deadline.

Option D - USB flash drives. (One electronic copy per hard copy proposal)

- Submit the number of copies indicated below in number 3 (should be the same as the number of hard copies, including one original.)
- Every USB drive must be labeled with the solicitation number and the offeror's name. If multiple USB drives are submitted, each USB drive in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2.
- For redacted copies, include either one separate USB flash drive labeled using the original naming convention with the word "Redacted" added to the label, or include with one full copy of the original proposal, one copy of the redacted documents (clearly labeled) on the USB flash drive.

Facsimile transmitted proposals will not be accepted.

The electronic copy must be submitted by the due date/time; **failure to do so will result in non-response**. For those submitting through file transfer, bidders are strongly encouraged to submit the electronic copy of the proposal early.

3. Each bidder is also to submit an original and eleven (11) copies of each application under seal. (Handwritten copies will not be accepted.)

The original of each application should have an original signature and be clearly marked "Original Copy" on the outside of the binder. All others should be clearly marked "Copy."

Each copy of the application should be bound in a single volume. All documentation submitted with the applications should be bound in that same single volume. The resulting format should be easy to use for reading and reviewing proposals. Acceptable binding methods include: three-ring binders, thermal binding, screw binding posts, comb binding, wire binding, coil binding, pressboard report cover with prong fasteners, or other similar types of bindings where all pages have more than one point where they are bound. Do not use: binder clips, staples, file folders, or binder rings as these are less sturdy.

If submitting an electronic copy via USB flash drive, include it with the hard copies, ensuring that it can be easily accessed but not easily separated from the single bound volume. (Examples: a resealable envelope attached to the bound volume; a clear pencil pouch included in the three-ring binder; or similar.)

4. The bidder is required to have typed or legibly written on the envelope or wrapping containing the proposals the RFP number, the RFP date (January 9, 2023), and the program and activity for which funding is being requested. Pages of proposals should be numbered.

SUBMIT TO: WorkLink Workforce Development Board
Attn: Jennifer Kelly, Assistant Director
1376 Tiger Blvd, Suite 102
Clemson, SC 29631
jkelly@worklinkweb.com

LABEL: Outside of sealed proposal package must be marked in accordance with this example:

ABC, Inc.
100 My Road
My Town, SC 29670
RFP #22-WIOA-01, January 9, 2023
One Stop Operator

DUE DATE: **January 9, 2023, 1:00PM (EST)**

This RFP does not commit WorkLink nor Upper Savannah WDB to pay any costs incurred in the preparation of a response to this proposal request, and the bidder agrees that all costs incurred in developing this proposal are the bidder's responsibility.

Reasons for Due Date extensions:

If an emergency or unanticipated event interrupts normal operation of the WorkLink WDB so that hard copies of proposals cannot be received at the office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of hard copies of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. Helpful information may be found here: <https://www.scemd.org/closings/> (WorkLink follows Pickens County Government Office closings.)

If WorkLink WDB experiences an internet outage or other similar technology related issue so that electronic copies of proposals cannot be received by the exact time specified in the solicitation, the time specified for receipt of electronic copies of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first workday in which WorkLink WDB has restored internet or technological functionality and allows normal government processes to resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening.

If WorkLink or Upper Savannah WDB is closed due to emergency or if WorkLink or Upper Savannah WDB experiences an internet outage or other similar technology related issue at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

PART 5: PROPOSAL NARRATIVE INSTRUCTIONS

Please format your narrative responses in the same order as the sections listed here.

I. Program Proposal Synopsis *(Limit to 1 page)*

- Provide a brief statement of what the proposer intends to accomplish as the Operator if awarded a contract and how it will specifically benefit the WorkLink and/or Upper Savannah region.
- Describe your organization's vision of the SC Works system (more than just the SC Works Centers) for the WorkLink and/or Upper Savannah region. Include target customers, key locations, and SMART goals. Address both focus areas: Center Management with Job Seekers Services and Business Services.
- Describe why your organization should be chosen to deliver services in the WorkLink and/or Upper Savannah region.

II. Experience, Capacity & Past Performance

A. Experience

- Briefly describe your organization. Include the size of the proposing organization (total number of employees); number of years in operation; a description of current employment and training programs you are currently administering (or if no current active programs, those your organization has operated within the last two years), and where those programs are geographically located, and denoting whether they are federally funded.
- Describe the resources and expertise your organization has in operating a federally funded workforce development system of comparable size and scope. Include technological, management, administrative, and staff capabilities, and direct or related experience providing daily and long-term strategic oversight of fiscal, facilities, personnel, and service delivery components of a multi-partner workforce project.
- Give a brief summary of a similar project that you have implemented along with benchmarks that you have achieved. Include examples of established employer and partner relationships. Describe your experience managing an American Job Center (or equivalent) and delivering job seeker services. Provide at least three contacts for similar projects that the evaluation committee may contact for references (Form F, Organization References) and attach three letters of support from pivotal partners and/or employers.
- Describe the process you followed to integrate and coordinate services with mandated WIOA partners and non-WIOA service agencies. Describe any non-WIOA partner programs and give the reason they were chosen to integrate. If the bidder has not been a One Stop Operator previously, the experience described should be for a similar project.
- Describe your experience in managing and accounting for multiple federal, state, and local funding sources in accordance with Generally Accepted Accounting Principles (GAAP) and how you conduct self-monitoring for contract performance and compliance on these projects. Provide a summary of federal dollars that your organization is currently managing.

B. Financial and Administrative Capacity

Provide a brief description of the fiscal and administrative team and how they will support the WorkLink and/or Upper Savannah region, including an overview of how local program management/frontline staff will be involved in the fiscal processes, including budgeting and tracking obligations, accruals, and expenditures.

Describe in detail the applicant's financial management system, demonstrating the organization's ability in each of the following areas:

1. *Effective control and accountability over workforce development assets* (funds, property, other workforce development assets) –Describe how the financial system that is in place will maintain effective control and accountability over all funds, property and other workforce development assets including the adequate safeguard of such assets.
 - Describe internal controls that have been put into place to safeguard against fraud and mismanagement of funds.
 - Describe any programmatic and/or fiscal monitoring findings. Provide a Certified Audit Financial Statement. The Audit statement must be based on a fiscal period not more than eighteen (18) months old at the time of submission, certified by an independent certified public accountant. Please share if the audit contains any exceptions or recommendations.
 - Describe how you track property, including any property handbooks or policies that have been developed. Provide a copy of your procurement policy that would apply to a federally funded grant.
 - Describe the Proposer's ability and method it would use to repay disallowed costs if such disallowances are identified in the monitoring or audit of the contract.
 - WIOA funds are distributed through a process of drawdowns from DOL and then from the State to the WDB's Administrative Entity then to the successful bidder. This process may be lengthy. Describe the organization's ability to fiscally cover the time between expense and payment (typically 20 to 30 days).
2. *System's capability of generating financial information* – Describe the system's reporting capabilities (including fiscal staff's knowledge and experience as well as the financial system that will be used) as it relates to generating all financial information needed for submitting invoices and required reports, including data needed to monitor and evaluate, and if necessary, modify program performance.

Applicants must operate a system that satisfactorily accounts for and documents the receipt and disbursement of all workforce development funds. While a separate accounting system is not required, each selected provider must maintain financial records that adequately identify the source and application of all workforce development funds.

3. *Source documentation* – Describe the bidder's process for ensuring that accounting records are supported by source documentation for each transaction, detailing how you ensure that records are traceable to documentation and maintained in such a manner as to provide a complete and accurate audit trail during any internal or external examination.

4. *Administrative Role*

- Describe the process used to track staff time spent on this project if awarded, including a description of software that may be used to track their time. Provide a copy of your holiday schedule.
- If staff will be eligible for raises or bonuses during the contract period, describe how this is determined, and how it's implemented.
- Describe in detail benefit packages that will be made available to employees, and when they will be eligible to receive those benefits.
- Provide an organizational chart inclusive of all executive staff to frontline staff.
- Describe how you will internally monitor procedures to ensure that program operations are conducted in compliance with the WIOA Final Rules and Regulations, and any contractual/grant agreement resulting from this Request for Proposal, both programmatically and financially.

5. *Internal Monitoring/Technical Assistance*

- Describe how you will internally monitor program design, policy, and procedures, and provide technical assistance to staff to ensure that program operations are conducted in compliance with the WIOA Final Rules and Regulations, WIOA performance measures, and any contractual/grant agreement resulting from this Request for Proposal, both programmatically and financially. Include how often monitoring will occur and whether there will be formal or informal written reports. Include how you will monitor ADA compliance and anti-discrimination in service delivery. This should be addressed both from the upper program management/support level as well as on the local level. Include how you will pursue innovation and best practices and denote any point person that will be responsible for leading this effort.

C. *Staffing Plans*

- Using the Staff Allocation Plan in the Budget Template, provide a staffing plan for the WorkLink and Upper Savannah regions. Clearly denote staff that will be shared between WorkLink and Upper Savannah, and staff that will be fully dedicated to each region. Include a percentage of each person's time for WorkLink, Upper Savannah, and other projects. (All staff should match the Staff Allocation Plan as presented in the Budget Template.) Include all staff that will be fully or partially funded under this project. Denote supervisory roles and show indirect support from fiscal and administrative staff and how they fit into the staffing plan.
- Using your staffing chart, describe your staffing plan in detail. Include the following:
 - Provide the associated job description and title for each fully or partially funded position, including education and work experience requirements. Provide a copy of existing staff's resumes. For new providers, also include a description of your start up timeline and plans for hiring qualified candidates.
 - Provide the % of time each staff will spend on each region's project associated with this RFP, on other grants in each of these regions, as well as other outside activities.
 - Denote which positions will be in-person vs. remote, giving the % and unit of time the percentage is based on. (i.e., Accountant 100% remote all year. Program Manager 50% remote, 50% in-person per week.) These percentages should be based on the billable hours for WorkLink, and not total hours worked in a week.
 - Denote which positions will be co-located in an SC Works Center and those that will have alternate workspace locations.

- For co-location at one of the SC Works Centers, include each position, describing their workspace needs (permanent office, temporary private space such as a cubicle, etc.), the desired SC Works Center location(s) in which they will report, and % of time that they will report to each desired location.
- For those not reporting to an SC Works Centers, include each position, indicate if remote and/or provide the alternate location address(es) and the % of time remote/alternate location(s).
- Include copies of any telework or remote work policies that your organization has adopted. Describe which employees are eligible for telework or remote work, and the circumstances that they may be eligible for telework or remote work.
- Describe your staff development plans.

D. *Past Performance*

- Describe your past performance managing federally funded One-Stop Systems and providing work-based learning opportunities, or comparable experience. Complete Form E, Past Performance.
- Provide best practices, success stories, accomplishments, current projects or progress towards deliverables, and lessons learned from your experience managing similar projects. If you had findings or corrective actions, explain what they were and how they were corrected.
- Attach to Form E, Past Performance:
 - (1) A copy of the most recent WIOA annual performance summary or Rolling 4 Quarters Performance Summary, highlighting the region and/or fund stream that your project impacted.
 - (2) A recent monitoring report of a project similar in scope to this RFP.
Acceptable documents may be a summary or goals and outcomes presented to a board of directors (such as a report detailing progress towards specified deliverables) and/or a monitoring report issued by an independent organization (such as a local area monitoring report or a state monitoring report of WIOA activities in a local area). If a corrected action plan was required, attach the response to the monitor's request.
 - (3) Attach a copy of your most recent Financial Audit.

III. Program Design

Bidders are encouraged to use graphics and charts to accompany descriptions as it relates to relationships, processes, and locations.

In letters B – H of this section, the Bidder is to develop their response to address the following:

- A description of the Bidder's vision for the SC Works System in the WorkLink and/or Upper Savannah region.
- How their vision supports the Scope of Services described in Part 3 of this RFP as well as the deliverables described, WorkLink and/or Upper Savannah's Local Plan, One Stop Certification Standards, and/or Memorandum of Understandings.
- A solid, realistic plan to carry out this vision based on SMART goals. The specifics of each SMART goal should be included in response to each topic along with key objectives and timelines.
- Include how you will research and collect relevant data from a variety of sources to drive positive changes in the SC Works system in the WorkLink and/or Upper Savannah region.
- Include evidenced based best practices or innovations in your responses.

- Include how you will use technology to deliver services and coordinate partners.
- Include how you will share appropriate resources between WorkLink and Upper Savannah.

A. Start-Up Plan

For proposers not currently providing One Stop Operator services, describe your start-up plan and proposed transition period, including a timeline of events and staff training planned or anticipated.

For proposers currently providing One Stop Operator services, describe your start-up plan and proposed transition period for Business Services and WIOA-Funded Work-Based Learning Opportunities, including a timeline of events and staff training planned or anticipated.

B. Service Delivery & Partner Coordination

The One Stop Operator must coordinate the service delivery of required one-stop partners and service providers throughout the service delivery area.

- Describe your plan for service delivery coordination throughout the service delivery area. Be specific, identifying staff roles and responsibilities listed in your budget, key partnerships and what their role might be in the delivery of services, and key customers and service delivery strategies.
- Describe how you will bring partners together to coordinate service delivery with the goal of reducing duplication of services and providing quality services to employers and jobseekers, include your philosophy on how you plan to manage partners. If applicable, include descriptions of functional teams or business account management systems that you may establish.
- WorkLink and/or Upper Savannah requires the One Stop Operator to convene partner groups and business services teams quarterly. Describe your vision for the quality and content of these meetings, including how you will use various data to drive decision-making and goal setting.
- Describe how you will collect and disseminate partner information to frontline staff, including how you will implement and track referrals between partners and train staff on partner services.
- Describe how you will manage partner conflicts when they arise.
- Attach at least three letters of support from pivotal partners and/or employers to Form F – Organizational References.

C. Individuals Requiring Long Term Services

WIOA prohibits the establishment of practices that create disincentives to providing services to individuals with barriers who may require long term services. How will you ensure that these types of practices are not established among partners and programs throughout the service delivery area? Be specific, addressing accessibility as it relates to ADA, anti-discrimination as it relates to EO, and outreach and tailoring of services for priority populations.

D. SC Works Center Management

Each service delivery area must have at least one comprehensive one-stop center. The One Stop Operator is responsible for operating the center and coordinating service providers within the center. In addition to the

Comprehensive Center, WorkLink and/or Upper Savannah has designated satellite sites and access points throughout the region.

- Describe your plan for operating these locations. Be as thorough as possible in sharing your vision of the Center structure and specifically the resource rooms.
- Address roles and responsibilities of the Operator, the management and partner staff; organization of frontline staff; customer service standards; coordination of services; establishing processes and procedures; and the flow of communication. Include other relevant topics as needed.
- Describe how the One Stop Operator will bring this vision into practice.
- Address how you will ensure that dedicated resources are attributed to Center Management with Job Seeker Services and attributed to Business Services.

E. Business Services

Describe how your program design includes the required business services found in WIOA 134(c)(1)(iv), WIOA 134(c)(1)(v) and Regulation 678.435. Be specific in sharing your vision of how Business Services will be carried out in a way that meets employers and job seekers needs. Do not only respond to these prompts but provide as complete of a picture as possible.

- Describe how the One Stop Operator will bring this vision into practice. Include how you will incorporate labor market research, employer feedback, and sector strategies into your delivery model.
- Describe how you will be involved in hiring events and job fairs. Describe how you will convene sector partnerships and industry groups.
- Describe how you will communicate with SC Works Center staff and the Business Service Integration Team regarding employer needs.
- Describe how you will collect and track customer satisfaction surveys to businesses utilizing SC Works Center services and implement solutions to address deficiencies.

F. Career Services

Describe how your program design includes the required career services found in WIOA 134(c)(2). Be as thorough as possible in sharing your vision of how Career services will be made available throughout the SC Works Centers and in the community. Describe how your vision will meet the needs of employers and job seekers. Do not only respond to these prompts but provide as complete of a picture as possible.

- Describe how the One Stop Operator will bring this vision into practice. Include how you will incorporate career pathways, sector strategies, employer and job seeker feedback, and labor market research into your delivery model. Include strategies on how you will deliver career and business services based on customer focus.
- Describe your approach to addressing soft skills and how you will make those available in the SC Works Centers and in the community.
- Describe the services you will provide during layoffs and Rapid response events.
- Describe how your program design includes the required training services found in WIOA 134(c)(3)(D). Be specific, addressing how you will encourage life-long learning, make financial aid information available, and information about partner programs and programs of study available through adult education and institutions of higher learning in the WorkLink and/or Upper Savannah region.

G. WIOA Funded Work-Based Learning Opportunities

Describe how you will design your WIOA funded business services to meet WorkLink and/or Upper Savannah's business needs. Include your vision of how you will integrate the business solutions into your menu of business services and why these WIOA funded WBL opportunities are vital to your Business Services program. Do not only respond to these prompts but provide as complete of a picture as possible.

- Describe which WIOA funded business services you intend to make available in coordination with the WIOA Adult/DW program provider.
- Describe what sub-tier agreements you would put in place to support WIOA Funded Work-Based Learning Opportunities.
- Describe your placement goals and provide a breakdown of anticipated successful vs. unsuccessful completions. Include a cost per participant analysis.
- Describe your implementation plan for offering WIOA funded business services, including coordination with the Adult/DW program to enroll, case manage, and issue supportive services.
- Describe how you will track obligations and payments.
- Describe how you will address soft skills and basic skills, prior to and during placement on a WBL opportunity.
- Describe how you will evaluate the effectiveness of the WBL opportunity (from the participant and from the employers' perspectives) throughout the WBL opportunity.
- Describe your process for evaluating safety protocols on a worksite.
- Describe what efforts will be made to promote WIOA funded business services.
- Provide a SWOT analysis of your program design for work-based learning opportunities and address how you will overcome and address potential threats and weaknesses.

H. Provide Workforce Services in the Community

Describe how you will provide workforce services in the community. Include your vision of how you will break down the walls of the SC Works Centers and services and reach underserved, priority populations, and remote areas of the WorkLink and/or Upper Savannah region. Identify key partnerships and leveraged resources that will be incorporated into your program design. Do not only respond to these prompts but provide as complete of a picture as possible.

- Describe how you will identify opportunities for non-traditional service delivery and how you will "break down" the walls of the SC Works Centers and deliver services in the community, both for employers and job seekers.
- Describe how you will evaluate, maintain, and develop Access Points in the community.
- Describe the amount of time you plan to dedicate to coordinating and providing workforce services in the community.

I. Outreach Plan

- Describe how you will conduct outreach in the WorkLink and/or Upper Savannah area, promoting both employer and jobseeker services. Give a timeline and detailed explanation of what methods will be used and the perceived benefit of each outreach approach.
- Describe how the Proposer will ensure that target customer groups in local communities are aware of the SC Works and WIOA services. Describe how you will conduct outreach to hard-to-reach communities and to priority populations within the WorkLink and/or Upper Savannah region.

- Describe what relationships, partnerships, and community group organizations are essential to your outreach plan. Include planned presentations and print materials that will be needed to carry out your outreach plan.
- Describe what innovative outreach methods will be used in the community to promote awareness of SC Works Center services and WIOA Funded WBL opportunities.

J. Sub-Contracts

If the bidder is planning to sub-contract for any portion of the services described in this RFP, please include a detailed description of the Sub-Contractor, services to be delivered, implementation dates, and expected outcomes. Please note that sub-contracts must be approved by the WorkLink and/or Upper Savannah WDBs prior to implementation.

PART 6: BUDGET & BUDGET NARRATIVE INSTRUCTIONS

A. Budget

All bidders must complete and include two Budget Forms (Form C Budget Template) in their final submission, one for WorkLink region expenses and one for Upper Savannah region expenses.

For applicants submitting as a partnership or consortium with one agency serving as fiscal agent and partners serving as subcontractors, provide an additional Program Budget Sheet for each subcontractor. Provide a brief explanation of the subcontracting arrangement as well as a budget breakdown. Clearly state in the narrative who will be the Operator for the Consortium.

All costs related to the program activities described in the program design must be included on the Budget Form. The line-item description must include the type of cost and be representative of the cost category under which the cost is allocated. If applicable, bidders are required to assign a monetary value to in-kind/cash match and indicate them in their budget narrative.

For planning purposes, the Bidder should request no more than:

WorkLink: \$250,000 under this RFP. (Adult and Dislocated Funding only.)

The WorkLink WDB will enter into contracts for services beginning July 1, 2023, and ending June 30, 2024, with options for extension. A start-up period of a Service Provider not currently operating in the WorkLink will have the opportunity to begin their contract on June 1, 2023. WorkLink does not have any Youth funding available under this RFP.

Upper Savannah: \$400,000 Adult and Dislocated Worker Funding; \$150,000 in Youth Funding

The Upper Savannah WDB will enter into contracts for services beginning April 1, 2023, and ending June 30, 2024, with options for extension.

B. Instructions for Completing Budget Forms

The **Budget Summary** is a summary of allowable major cost objectives or categories by line item.

The **Budget Detail Summary** shows a single page snapshot of the cost categories included within each line item.

The **Staff, Operational Costs, and Participant Related Costs Worksheets** (included in Form C – Budget forms) present a detailed cost and price analysis of the individual allowable cost by line item and cost objectives/categories, as contained in the Budget Summary and auto-calculated in the Budget Detail Summary.

- The Budget Summary and subsequent worksheets are laid out in unison.
- The Staff, Operational Costs, and Participant Related Costs Worksheets should be completed first.
- The total of each appropriate line item should auto-transfer to the corresponding line item on the Budget Summary and the Budget Detail Summary. Bidders should double check all formulas and math for correct calculations.
- The worksheets are set up with formulas so that by filling in the yellow shaded cells, the non-yellow cells should automatically fill in.
- The totals are set to fill in the Budget Summary page as well as the Budget Detail Summary page.
- If an error is detected in the worksheet formulas, please contact WorkLink to report the problem.

The **Client Flow** and **Budget Flow** are projections of the participants to be served and funding to be spent throughout the year. Care should be taken in completing these forms.

- The Client Flow should give an accurate representation of enrollments into the WIOA program and a forecast of when exits may occur. Client Flow projections should directly link to budgeted amounts and the anticipated caseload should be used in determining staffing needs.
- The Budget Flow should give an accurate representation of when expenditures are anticipated to occur.

Successful Bidders will be held accountable for the planned outcomes stated in their response to this RFP. The planned outcomes will be negotiated between the contractor and WorkLink and/or Upper Savannah at the beginning of every program year and becomes part of the contractual agreement.

The **Staff Cost Allocation Plan** worksheet is included for planning purposes and must be completed per guidelines established in 2 CFR 200.

C. Budget Narrative/Justification

A Budget Narrative is required to substantiate the costs included in the Budget Forms. One should be provided to accompany the WorkLink WDB budget and one should be provided to accompany the Upper Savannah WDB budget.

General Guidance

- The budget narrative should reflect all budgeted expenditures, reflected in the items listed on the Staff, Operational, and Participant Related Costs in the budget.
- Show your math and describe the amount, the units, and how the requested item supports the goals of your program design.
- The information should be sufficiently detailed to address all potential concerns with respect to cost and need.

WorkLink Budget Requirements:

30% or more of requested funds should be allocated to participant costs or employer related reimbursement. Participants and employer related costs are reflected in the Participant Related Costs worksheet. Please note that at this time, there are no youth funds available from WorkLink for this project.

Upper Savannah Budget Requirements

30% of requested adult/dislocated worker requested funds should be allocated to participant costs or employer related reimbursement. Participants and employer related costs are reflected in the Participant Related Costs worksheet. Upper Savannah has a \$150,000 budget for youth work-based learning. At least 60% of the youth funds should be budgeted for work-based learning and the cost of salaries charged to youth business services activities which contribute to identifying worksites. Costs should be identified as work-based learning and if applicable participant costs. Please note Upper Savannah has \$10,000 to spend on computers for the operator staff. Computers will be purchased through a state resiliency grant.

Bidders should include all anticipated costs that will be incurred during the grant award period. No charges outside of the planned budget will be reimbursed.

- Grant Recipients will not be reimbursed for expenditures over 110.0% for the following line items/cost categories: Salaries, Operational Costs, Classroom Training, Supportive Services, Other Participant Related Costs, and Sub-Tier Agreements.
- Grant Recipients will not be reimbursed over 100.0% of the following cost categories: Fringe Benefits, Training Fees/Professional Fees/Profit, and Indirect Costs.

Any expenditure that will exceed the approved line-item amount must not occur prior to a modification to the grant award by the Board, otherwise these reimbursement requests will be denied.

Budget Narrative Format

Throughout the narrative, clearly label what costs will be shared between WorkLink and Upper Savannah and the proposed split. Only include WorkLink's Amount to be funded in the WorkLink budget template and Upper Savannah's amount to be funded in the Upper Savannah budget template.

The Budget Narrative should be developed in the following order:

1. **Staff Costs** - Staff salaries and associated fringe benefits necessary for direct service delivery.
 - This category does not include subcontracted professional services or staffing. These costs should be allocated to the "Other Operational Costs" category and detailed/described in the line item for each cost.
 - Please note positions related to fundraising are not allowable under WIOA.
 - Federal guidelines must be followed regarding Salary and Bonus Limitations as stated in Public Law 113-76 Section 105. See Training and Employment Guidance Letter No. 5-06 for further clarification.

Staff Budget Narrative (Justification): List each position by title and a brief job description including the function and responsibilities of each position. List positions in same order as in the Staff worksheet. The calculation should reflect the hourly wage x the planned hours of work for the grant period x the percent of time spent on work performed under this RFP.

Applicants must complete the Staff Cost Allocation Plan - Describe in detail any cost allocation plan utilized when costs are chargeable to more than one cost category, or to more than one program and/or funding source. Identify common costs. Applicants must follow the guidelines established in 2 CFR 200. A Cost Allocation Plan worksheet has been included in the Budget Worksheets – Form C. Bidders must fill out the Staff Cost Allocation Plan and submit with the Budget. The Staff Cost Allocation Plan and the Staff worksheet must match. If there are any differences, those should be explained as part of the narrative.

For fringe benefits, list each item included in Fringe Benefits, the cost basis on which fringe benefits are calculated, and the rates that are used for each. Show the math calculation. Include whether or not any rates or anticipated costs may be variable in nature.

If there are anticipated adjustments to any staff salary or fringe benefits during the budget period listed under this RFP, the bidder **MUST** include those in the proposed budget. The bidder should include in their narrative an explanation of when anticipated changes will occur and overall effect on the salaries/fringe benefits.

2. **Operating Expenses:** General costs to support WIOA program staff (separate from facility costs), including data processing costs, communications, expendable supplies and materials, outreach, staff training and technical costs, staff travel, and other related costs. Professional services may be included in this category.

Include the following sub-categories if applicable:

- a. **Facilities Costs** - For rent, show the calculation for the space. If there are MOAs, contracts, or leases associated with the rental of space, include those as exhibits. *Please review each WDB's MOU carefully. This line item should only be used to cover any new staff costs or service delivery locations described in the Bidder's proposal.*
- b. **Non-Expendable Equipment Costs** - *Please note that any item with a unit cost of \$5,000 or more will require prior written approval from WorkLink and/or Upper Savannah WDB.* Computer and printer equipment may be categorized as expendable supplies and materials, bidders should review this carefully and include in the appropriate cost category.
- c. **Data processing costs** – includes software and/or internet-based service costs, private networking costs, and others associated with the effective management and administration of the WIOA program. Note these items must be in direct support of WIOA case managers and participants located in the WorkLink and/or Upper Savannah region.
- d. **Communications**
- e. **Expendable Supplies and Materials**
- f. **Outreach**
Using the outreach plan developed in the proposal narrative, include any outreach items that will be funded under this proposal. Provide a cost estimate for each item, number of units to be purchased, and frequency to be purchased.

- g. Staff Training and Technical Costs** – For formal training and conference expenses, provide training and/or conference details such as the name of the training or conference, dates, locations, and the number of staff to attend. Include registration fees and training costs.
- h. Staff Travel (both local and out of area):**
 - *Local* – transportation costs for staff within the WorkLink and/or Upper Savannah region.
 - *Out of area* – out-of-town travel related expenses for professional staff development; include all associated fees, tolls, meals, hospitality taxes, and transportation costs.
 - Provide a copy of your travel policy.
- i. Other Operational Costs**

Operating Expenses Budget Narrative: As applicable, for each item list the number of items and the unit cost for each item. An alternate method of calculation, such as cost per unit of item (e.g., month or annual cost) or per staff would also be acceptable. Include shipping, handling, taxes, and other fees when calculating each item.

- 3. Work-Based Learning Opportunities (Payments to Participants):** Costs to support WIOA individual participants while in a work-based training activities that will be payments issued to the participant from the Service Provider or their sub-tier/contract agreement. Work Experience, Limited Internships, Transitional Jobs, and other similar Miscellaneous work-based learning models should be categorized here. Do not include On-the-Job Training.

Work-Based Learning Opportunities (Payments to Participants) Budget Narrative: Costs should be calculated by type of work-based learning opportunities offered under this RFP. The number of participants multiplied by the average hourly rate multiplied by the average number of hours to be worked multiplied by the percentage to be funded by WIOA. Costs should be broken down into wages and fringe benefits. Include specific details and any fees related to sub-tier agreements.

- 4. Payments to Employers:** Costs to support WIOA individual participants while in a work-based training activities that will be payments issued to the employer from the Service Provider. On-the-Job Training and other similar Miscellaneous work-based learning models should be categorized here.

Payments to Employers Budget Narrative: Costs should be calculated by type of work-based learning opportunities offered under this RFP. The number of participants multiplied by the average hourly rate multiplied by the average number of hours to be worked multiplied by the percentage to be funded by WIOA. Costs should be broken down into wages and fringe benefits.

- 5. Other Participant Related Costs:** Costs to support WIOA individual participants while in a training activity not otherwise listed above. Assessment costs for TABE, Career Readiness Assessments, and other similar activities should be included in this cost category.

Other Participant Related Costs Budget Narrative: List each type of item with a unit cost x number of units. Number of units should be related to the number of participants that will receive the item.

6. **Sub-Tier Agreement:** Costs to be sub-granted to a provider of services for a specific purpose in support of WIOA program goals and will provide those services directly to WIOA participants. (Example: soft skills training.)

Sub-Tier Agreement Related Costs Budget Narrative: List each Sub-Tier Agreement and associated cost. For this category provide a thorough description of the services or activities to be delivered, the organization providing the services, and planned outcomes, including the number of participants to be served and the impact these services will have on achieving performance. Include the agreed upon budget and contract or MOA as an exhibit.

7. **Training Fees/Professional Fees/ Profit:** This category may include profit, professional fees, audit costs, insurance costs, etc.

Training Fees/Professional Fees/ Profit Budget Narrative: Provide a description and estimated cost associated with items listed under this category. For each item, list the number of items and the unit cost for each item. An alternate method of calculation, such as cost per unit of item (e.g., month or annual cost) or per staff would also be acceptable.

For those requesting profit – Under Cost Reimbursement contracts, criteria for profit may be established by the LWIOA and may be used to evaluate proposers request for payment of profit. Payment of profit to the selected proposer may be payable on a monthly, quarterly, mid-year, or end of year (closeout) basis. The proposer should propose criteria for profit based on SMART goals developed in this proposal and a schedule of payment as part of the budget narrative. Goals that are focused on achieving WIOA performance measures are strongly encouraged.

In order to earn profit allotted in the grantee’s budget, the grantee must provide trackable data and reports upon request in a manner that enables the LWDA to comply with requests and reporting requirements of SCDEW and USDOL and make timely payments to vendors and employers. All reports must be verifiable by WorkLink and/or Upper Savannah WDB staff.

All criteria proposed must be Specific, Measurable, Achievable, Realistic and Timely (SMART goals). Profit margins should not exceed ten percent (10%) of the Contract. Criteria for Profit will be reviewed and included in negotiating final contracts.

8. **Indirect Costs:** This category may only be used by organizations with an Indirect Cost Rate approved by an authorized federal or state agency. A copy of the Indirect Cost Rate Proposal approved by the cognizant federal agency must be attached.

An award recipient that proposes to use federal grant funds to pay for indirect costs but has never received a federally negotiated indirect cost rate may elect to charge a de minimis rate of up to 10% of its modified total direct costs (MTDC) which may be used indefinitely.

Indirect Costs Budget Narrative: Please provide a simplified description of your indirect cost rate and how it will be applied.

9. **Budget Flow:** Planned Budget expenditures by month should be included in the Budget Flow chart tab.

Budget Flow Narrative: Provide a description of planned monthly expenditures and variances. The budget flow should not reflect the same amount to be spent every month. Careful forecasting for budget expenditures should be used.

10. **Client Flow:** Planned WBL opportunity placements by month and by type should be included in the Client Flow chart tab along with the anticipated split between Adult/DW funding and successful and unsuccessful completions.

Client Flow Narrative: Enter your planned monthly WBL opportunity placements by WBL type, funding, and success into the chart. Provide a brief explanation of how you arrived at these numbers.

11. **Supportive Services Supplement:** In the Budget Worksheets a Supportive Services supplement form has been provided. Show the supportive services that may be needed in support of participants attending WBL opportunities.

Supportive Services Supplement Budget Narrative: Costs should be calculated by each type of supportive services needed to support participants in WBL opportunities offered under this RFP. The number of participants multiplied by the average amount of supportive services to be issued to participants or vendors multiplied by the average number supportive service payments to be made. Include a brief explanation. (NOTE: supportive services will not be awarded under this RFP; however, requested funds will be made available to appropriate program in support of WBL opportunity participants.

12. **Participant Cost Rate:** Calculate the proposed Participant Cost Rate (WBL Opportunities funding requested) divided by the total amount of the requested grant amount. Provide an explanation as to why it meets, falls short or exceeds 30% of the total budget.

13. **Cost Per Participant:** Calculate a cost per participant and provide an explanation on how you arrived at this rate.

At the end of the Budget Narrative, please affirm the following:

- *General Liability Insurance* – Assure that all persons authorized to receive or deposit workforce development funds, or to issue financial documents, checks or other instruments of payment for job training program costs will be bonded for protection against loss. Identify all positions that are authorized to receive or deposit workforce development funds, issue financial documents, checks or other instruments of payment for workforce development program costs. The individuals in these positions must be bonded in a minimum amount of the contract award. Identify the insuring agency, policy number, term of the bond, and the total dollar amount of the bonding coverage.
- *Record retention* – Assure that all financial and program records, including any supporting documents, will be retained for at least three years from the date of the WDB's submission of close-out reports. Assure that if any litigation, claims or audits are begun prior to expiration of the three-year period that all records shall be retained

until such litigation, claims or audits relating to the records have been resolved. Assure that records relating to non-expendable personal property that are authorized to be purchased with workforce development funds will be retained for at least three years after the final disposition of the property.

- *Invoices & reconciliation* – Assure that the actual and accrued expenditures will be reported on invoices and that reconciliation between actual and accrued expenditures will be conducted on a payment-by-payment basis.
- *Generally accepted accounting principles* – assure that the agency will utilize generally accepted accounting principles in order to account for and control all workforce development funds.
- *Program income and stand-in costs* – Any program income received as a result of this contract must be reported to the WDB. Program income must be used prior to payment of any workforce development funds. Assure that any program income earned as a result of the contract for services will be used for job training purposes only. The use of program income against workforce development services must be documentable and traceable through the financial system. It must be reported as part of the invoice.
- *Procurement* – In order to ensure fiscal accountability and prevent waste, fraud and abuse in programs administered under the Workforce Innovation and Opportunity Act, the applicant shall have a procurement system, which adequately provides, maximum, free, and open competition. To accomplish this, applicants must have a system which: 1) provides for full and open competition, 2) has written procedures for procurement transactions, and 3) has a code of ethical standards, which adequately provide for the avoidance of any conflict of interest.

PART 7: EVALUATION CRITERIA AND RATING SYSTEM

A. Evaluation Panel Briefing

The Chairperson of the Workforce Development Board (WDB), or his/her designee, will address each of the following areas with the review panel before the evaluation process begins.

1. Conflict of Interest – Does any member of the panel have a conflict of interest by sitting on the evaluation panel? The following are examples of conflicts of interest: (1) Part ownership in company; (2) Family member works for or has part ownership in company; and/or (3) any other reason a member of the evaluation panel cannot give an impartial decision.
2. Independent Evaluation – Each member of the evaluation panel must score each and every proposal independently. Members may not confer with each other in determining a score and no two proposals can be compared to each other for the purposes of determining scores.
3. Rating Structure – The evaluation points for each award criteria will be assigned before the evaluation process begins.
4. Documentation of Scoring – Each member of the evaluation panel must support their reasoning with appropriate documentation and explanation.
5. Oral Presentation – The panel may feel that an oral presentation is necessary to reach a final decision

6. Protest Hearing – All decisions by the panel are subject to protest. Each member and/or the whole panel may be called upon to explain or defend each rating.
7. Confidentiality – Anything discussed during the whole evaluation process is to be considered confidential.

B. Rating System

1. Program Proposal Synopsis – 5 points

- Does the mission, vision, and main purpose of the Proposer match WorkLink and/or Upper Savannah’s vision of the SC Works System, the role of the Operator, the Center Management with Job Seeker focus, and the Business Services role?
- Are the target groups clearly identified, to include priority populations, and does the proposer have the ability to reach these groups? Do they include the location of services?
- Has the proposer clearly outlined the goals and objectives of the program? Has the proposer described outcomes which are acceptable? Are the goals and planned outcomes SMART (Specific, measurable, attainable, realistic, and timely)? Are the goals and objectives consistent with the remainder of their RFP response?
- Does the application demonstrate an understanding of information requested and conform to the requirements of the RFP?

2. Experience, Capacity & Past Performance - 20 Points

Points will be given based on the proposer’s ability to demonstrate it has the resources and expertise to operate a federally funded workforce development system of comparable size and scope. Technological, management, administrative and staff capabilities along with physical space, location, and capacity of the program site are reasonable. The proposer demonstrates a history of successfully implementing workforce development systems and achieving benchmarks. This includes evidence of established and strong employer and partner relationships, demonstrated experience placing jobseekers into employment and previous experience and performance on contract agreements of similar size and scope. Experience integrating and coordinating services with mandated WIOA partners, and non-WIOA service agencies has been demonstrated in the application. If the bidder has not operated a One Stop Center or provided Business Services previously, the information provided, and experience described is for a similar type of employment and training center.

Experience

- In regard to delivery of service, does the proposer have the demonstrated background and experience in providing employment and training services to target customers, and specifically to categories of job seekers and workers with characteristics similar to those found in the WorkLink and/or Upper Savannah WDB’s service area? Does the proposer have the successful experience in leading and managing multi-partner agencies?
- In regard to facility management, does the proposer have the background and experience in operating SC Works Centers or similar employment and training centers?
- Is the proposer’s previous experience relevant and adaptable to the “Functional Supervision” model?

Financial and Administrative Capacity

- Does the bidder have the administrative, fiscal, and reporting capacities to operate the SC Works System, Center Management, Business Services, and WBL opportunities in the WorkLink and/or Upper Savannah region? Does the description of the organization's financial processes and procedures indicate sound financial management? Are internal controls in place?
- Has the proposer demonstrated ability to safeguard federal funds? Does the proposer have the ability to repay disallowed costs if such disallowances are made in the monitoring or audit of the contract? Does the availability of this source and the amount available provide security the Workforce Development Board needs to contract with the entity?
- Does the proposer have a history which is not characterized by fraud or criminal activity of a significant nature? Does the proposer have a history which is not characterized by administrative deficiencies and/or disallowed costs? Does the proposer have a history which is not characterized by failure to comply with audit, monitoring, or reporting requirements that has been ongoing for two or more consecutive years?
- Do they have clear procurement and inventory tracking policies and procedures?
- Does the bidder have a clear method for tracking staff time? Are appropriate fringe benefits included and will they be made available to staff within a reasonable amount of time?
- Is the travel policy included and provides fair compensation for staff required to travel for work purposes?
- Are there policies and procedures in place to ensure fair and equitable treatment for all staff?
- Does the proposal include a clear plan for how they will self-monitor for compliance with the grant awards and the WIOA act and regulations, addressing both programmatic and financial components?

Staffing Plans

- Does the bidder have the organizational structure to properly administer the One Stop system proposed? Is organizational support (or corporate support) evident and adequate for the start-up period of a new contract? Does the support include ongoing technical assistance?
- Does the bidder include a current or proposed organizational chart and job descriptions for all budgeted staff? Does the proposed staff have the appropriate education and/or experience to provide the services outlined? For vacant positions, is the required education and experience of applicants sufficient to enable the proposer to carry out the services as described in the proposal?
- Does each position have a percentage of time allocated to the WorkLink and/or Upper Savannah region and is reasonable for successful operations and carrying out of the services described in the RFP? Is the ratio of proposed frontline staff compared to oversight positions appropriate?
- Do staff development plans include a variety of learning opportunities, methods, and topics relevant to job seeker and business services? Does it include online and in-person opportunities and a variety of workshops, conferences, seminars, professional organizations and/or other activities to stay current for workforce development related topics?

Past Performance

- Do the results of the proposer's most recent contract(s) demonstrate successful performance? Has the proposer demonstrated successful management of an SC Works Center(s) (or equivalent) as demonstrated by successful relationships, monitoring, and customer satisfaction?

- Are the outcomes reported in Form E, Past Performance relevant to the scope of the RFP and indicative of success?
- Did the most recent monitoring of the organization require correction by the monitor or auditor? If yes, has improvement been realized in those areas and/or was the plan of correction acceptable?
- Is the latest applicable financial audit available in the proposal submission? If not, does the bidder explain the reasons why it was not included and seem reasonable? If present, is the audit clear of findings? If not, do the findings present a reasonable explanation and corrective action?

3. Program Design - 20 Points

A successful proposal will demonstrate the ability to design and effectively implement a One Stop system of partners and services that will meet employers' and job seekers needs, including priority populations. Points will be awarded to proposers whose program design includes (1) the development and maintenance of a comprehensive system of collaborative partnerships with workforce development agencies (WIOA mandated and non-mandated) in the region and in the SC Works Centers, (2) improving customer service satisfaction, (3) providing quality, data driven services, and (4) dedicating specific resources to Center Management with Job Seeker Services and Business Services.

Throughout the Program Design section, does the proposer address the following?

- A description of the Bidder's vision.
- How their vision supports the Scope of Services described in Part 3 of this RFP and in coordination with the deliverables described, WorkLink and/or Upper Savannah's Local Plan, One Stop Certification Standards, and/or Memorandum of Understandings.
- A solid, realistic plan to carry out this vision based on SMART goals. The specifics of each SMART goal should be included in response to each topic.
- Has the Proposer clearly outlined the SMART goals and objectives associated with effective implementation? Has the Proposer proposed specific metrics to measure performance levels (units and quality of service)? Are associated timelines appropriate and achievable?
- Does the proposer offer any innovative approaches that further workforce development strategies? Do those innovative approaches directly influence or aid the outcomes and goals laid out in this proposal? Do the innovations proposed further WorkLink and/or Upper Savannah's mission and vision? Are the innovative approaches described accompanied by research or supporting documentation?
- Do the proposer's responses include ways that they will use technology to deliver services and further connect with partners and the community at large?
- Does the proposers' response address dedicated resources to Business Services and dedicated Center Management with Job Seeker Services? Do these two areas of focus on their respective areas of expertise, but also in tandem to present as one united front?

Start-Up

- If not currently a One Stop Operator in the WorkLink and/or Upper Savannah region, does the bidder include a start-up plan? Is the plan thorough and well thought-out? Are the timelines and goals associated with start-up reasonable?

- If currently a One Stop Operator in the WorkLink and/or Upper Savannah region, does the bidder include a start-up and transition plan for WBL opportunities and Business Services? Is the plan thorough and well thought-out? Are the timelines and goals associated with start-up reasonable?

Service Delivery & Partner Coordination – 15 points

- Does the proposer give a clear and concise description of their plan or vision for the WorkLink and/or Upper Savannah region SC Works system? Does it describe proposed staff roles and division of responsibilities, one focusing on center management and job seeker services and one focused on business services and WBL opportunities. Does it address the locations of service and customer groups to be served, including priority populations and low-income communities? Does it support the vision and mission of the WDB? Are the identified customers and partners appropriate and do they reflect the population within the WorkLink and/or Upper Savannah region?
- Are the appropriate partners included in the program design? Are the roles clearly defined and appropriate? Are letters of support from the partners included? Does the Proposer describe their approach to managing partner agencies and is it reasonable? Will their approach foster positive partner relationships with the system? Will the partner agencies have appropriate opportunities for input?
- Does the Proposer present an acceptable plan working with the partners in which they demonstrate a sustainable ability to place skilled and other workers with employers seeking to find appropriately skilled workers to fill job vacancies in their organizations?
- Does the Proposer have knowledge of all SC Works Partners necessary to effectively manage multi-SC Works Centers and satellite sites? Does the Proposer describe the SC Works Partners to be utilized at local SC Works Sites? Are the roles and expected contributions of the various SC Works Partners clearly defined?
- Does the proposer use non-mandated partners to further workforce development goals? If so, do they include a clear explanation of that partner's services and the roles and responsibilities they will have in the SC Works system?
- Does the Proposer recognize and have the capability to provide or arrange for job seekers, through a coordination of referrals with other public sector partners, community-based organizations, and private businesses appropriate career and training services or financial assistance?
- Does the Proposer present an acceptable plan working with the partners in which they demonstrate a sustainable ability to place skilled and other workers with employers? Do they share a goal of meeting performance measures? Does the partner model encourage non-duplication of service, open communication, collaboration, and innovation in meeting employer needs?
- Does the bidder include key elements from the PY2022 MOU in their vision? Does it include how they will manage conflict when it arises.

Individuals Requiring Long Term Services

- Does the bidder include processes and procedures that encourage all populations to use the SC Works Centers? Are appropriate plans in place to prevent roadblocks to serving priority populations?
- Does the proposer include self-monitoring practices? Does the response include ways to provide access and targeting of outreach to priority populations?

SC Works Center Management

- Does the bidder have a solid plan on how they will manage partners and the Center facilities? Does the bidder include a vision for the resource room and explain what resources will be available and how it will further a customer's job seeking experience or address barriers that job seekers might face? Do they include training opportunities and funding options?
- Does the bidder include key elements from the SC Works Certification Standards in their vision?
- Does it include specific roles and responsibilities of frontline staff and management? Does it include customer service standards and plans for how communication will flow between management and staff?
- Does it address Center Management with Job Seeker focus and Business Services?

Business Services

Points will be awarded based on the proposer's ability to demonstrate a reasonable, executable plan for developing and delivering career services in conjunction with the business service integration team to local area businesses.

- Does the proposer describe their approach to delivering business services? Do they include all relevant career services for employers?
- Does the proposer describe how they will utilize labor market information and employer feedback to drive the SC Works Centers and the workforce system? Is the approach appropriate, comprehensive, and in-depth? Does the proposer address sector strategy implementation? Are the proposed plans appropriate? Do they include plans to convene and participate in industry focus groups and sector strategy partnerships?
- Does the proposer include how they will incorporate training services into service delivery?
- Does the proposer include a description of the SC Works system and their vision of how employers may utilize the Centers and available services to hire their workforce?
- Does the proposer include a vision of how they will serve employers and customers affected by layoffs and Rapid Response events?
- Does the proposer include how they will collect, and track customer satisfaction surveys businesses utilizing local area Business services and implement solutions to address deficiencies? Do they include the contents of what will be in the survey?
- Do they include how they will convene Business Service Integration Teams and how they will coordinate business services within the team?

Career Services

Points will be awarded based on the proposer's ability to demonstrate a reasonable, executable plan for developing and delivering career services in conjunction with partners and Center staff.

- Does the proposer describe their approach to delivering job seeker services? Do they include all relevant career services for job seekers?
- Does the proposer describe how they will utilize labor market information and employer feedback to drive the SC Works Centers and the workforce system? Is the approach appropriate, comprehensive, and in-depth? Does the proposer address career pathway? Are the proposed plans appropriate?
- Does the proposer include how they will incorporate training services into service delivery? Do they emphasize lifelong learning and propose actionable ways to promote the importance of lifelong learning?

- Does the proposer include a description of the SC Works Centers to include their vision of the resource room, planned services, and resources that will be made available to job seekers and to employers?
- Does the proposer include a vision of how they will serve customers affected by layoffs and Rapid Response events?
- Does the proposer include how they will collect and track customer satisfaction surveys to job seekers utilizing SC Works Center services and implement solutions to address deficiencies? Do they include the contents of what will be in the survey?

WIOA Funded Work-Based Learning Opportunities

Points will be awarded based on the proposer's ability to demonstrate a reasonable, executable plan for developing and executing a WBL opportunities program in coordination with the Adult/DW program service provider.

- Does the provider propose to offer WBL Opportunities? Will they meet the employer needs of the WorkLink and/or Upper Savannah region?
- Are the sub-tier agreements in place appropriate, necessary, and of reasonable cost to accomplish the delivery of WBL Opportunities?
- Do they include placement goals, anticipating successful and unsuccessful completions, including a cost per participant analysis? Are these goals appropriate for the amount of funding requested? Is the cost per participant at a reasonable level?
- Do they expound on their start-up plan to include how they will coordinate with Adult/DW program to enroll, case manage, and issue supportive services for participants being placed in WBL opportunities?
- Do they have an effective, well-thought-out process for tracking obligations and payments?
- Do they have a plan to consistently address soft skills and basic skills, prior to and during placement on a WBL opportunity? Do they include how they will monitor implementation of soft skills and basic skills during the WBL opportunity?
- Do they propose an evaluation tool to document progress and skills progressions during the WBL opportunities, including a timeline of when evaluations will occur? Do they describe the contents of the evaluation?
- Do they propose an evaluation tool to document work site safety during the WBL opportunities, including a timeline of when evaluations will occur? Do they describe the contents of the evaluation?
- Do they address how they will promote WIOA funded business services? Do they address how they will conduct recruitment and outreach to potential WBL opportunities from WIOA caseloads, from partners, from employers, and from the general public?

Provide Workforce Services in the Community

Points will be awarded based on the proposer's ability to demonstrate a reasonable, executable plan for delivery of services to jobseekers and employers that are in priority populations and remote hard-to-reach communities. The proposed service delivery methods within their narrative provide promising results based on sound research, demonstrated best practices, and appropriate funding.

- Do they have an actionable plan for providing services in the community? Do they include priority populations and hard to reach communities in how they will strategically offer services?

- Do they have a thorough, well-thought-out plan for developing, establishing, and maintaining Access Points?

Outreach – 15 points

Points will be awarded based on the proposer’s ability to demonstrate a reasonable, executable outreach plan for the SC Works Centers and workforce development services. The proposed outreach methods proposed within the application provide promising results based on sound research, demonstrated best practices, and appropriate funding.

- Does the proposed plan offer a comprehensive approach to providing outreach? Does it include a variety of methods (i.e., print, community involvement, social media, etc.)?
- Is the associated budget reasonable?
- Does the plan include all target customers? Does it include hard-to-reach communities and priority populations? Does it include Limited English populations, priority populations, EO and ADA groups?

Subcontracting

If the proposer is subcontracting, are the agreements fully described? Are the Subcontractors delivering appropriate services for an appropriate amount?

4. Budget and Financial Information - 25 Points

Points will be awarded to the extent to which the proposed budget will realistically finance the service and goals of the program. This includes the likelihood that the proposed service strategy will result in achieving the proposed goals; the accuracy of the budget; the direct-staff-to-customer ratio; the amount and type of funds that will be leveraged towards achieving program outcomes; and overall cost effectiveness of the proposed services. Points will be awarded to agencies with sound fiscal practices and procedures, fiscal capacity, and track records of successful fiscal management of similar sized federally funded projects.

- Are the salaries, fringe, indirect cost, and/or profit (amounts or rates) appropriate for the required services?
- Are overall costs reasonable in terms of the activities to be provided and the performance outcomes to be achieved?
- Was the budget detailed and accompanied by a budget narrative? Was each budget line item supported with an explanation of activities to be carried out? Were calculations included throughout the budget narrative?
- If proposed, were Criteria for Profit easily understandable? Were the criteria proposed based on SMART goals (Specific, Measurable, Achievable, Realistic and Timely)? Were the goals quantified and easily tracked? Was the schedule of payments clear and easily understood? Was the schedule of payments distributed reasonably across the program year?
- Do the customer and expenditure flow sheets have accompanying explanations?

PART 8: SELECTION & POST-SELECTION

The selection process will be conducted by WDB Staff, WDB Board members, and as appropriate, outside experts on WDB activities, utilizing a fair and objective process and adhering to federal, state and ACOG procurement policy. The WorkLink and/or Upper Savannah WDB will make the final decision.

A. PROPOSAL REVIEW PROCESS

The proposal review process includes two distinct reviews:

1. **Technical Review:** Following receipt, all proposals will undergo a technical review by WorkLink and/or Upper Savannah WDB staff to determine that the proposal is properly formatted and includes all of the required sections, signatures, and related forms/attachments requested in this RFP (Form A: Proposal Checklist).

Those proposals passing the technical review will be forwarded to the Selection Committee for evaluation. Those proposals that fail the technical review will be forwarded to the Selection Committee for final confirmation of non-responsiveness.

2. **Programmatic Review/Evaluation:** A Selection Committee (also called an ad hoc RFP Committee of the Board) comprised of WorkLink and Upper Savannah Board members with direct knowledge and experience of issues facing WorkLink and/or Upper Savannah's target customers will comprise the Selection Committee and provide an objective review and assessment of proposals. Each proposal will be scored and ranked based upon the evaluation criteria outlined in the RFP. Proposals that illustrate innovation in delivering the most comprehensive and broadest range of services for a reasonable cost while complying with established guidelines for achieving required performance measurements will receive higher scores.

WorkLink staff will compile funding recommendations based upon the outcome of the Selection Committee and will forward recommendations to the WDB for final approval. WorkLink and/or Upper Savannah WDB may require the bidder(s) selected to participate in negotiations to submit revisions to pricing, technical information and/or other items from their proposal(s).

Note: Amended Section 8-13-420 of the 1976 Code of Laws of South Carolina states: including a promise of future employment to influence his actions, vote, opinion, or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion, or judgment shall be subject to the punishment as provided by 16-9-210 and 16-9-220."

B. CONTRACT NEGOTIATIONS

*It is WorkLink and Upper Savannah Workforce Development Board's intent to select a service provider(s) to serve both areas. The selected provider(s) will be awarded two grants (one from each Board). However, both Boards reserve the right to select the service provider(s) with the best proposal for their area, even if they are not the same service provider(s). If this occurs, the selected bidders will be able to negotiate with the appropriate Workforce Development Board to ensure that necessary funding is made available to accomplish the vision set forth in their proposal.

The completion of this evaluation process will result in the bidders being numerically ranked. The bidder ranked first will be invited to participate in contract negotiations with each of the WDBs.

If negotiations between one of the WDBs and the first ranked bidder do not result in an agreement as to the contract terms within a reasonable timeframe, that WDB may terminate the negotiations and begin negotiations with the

bidder that is next in line and proceed down the list as necessary until an agreement is reached or the list is exhausted. WorkLink and/or Upper Savannah will not enter negotiations with a bidder that has a cumulative score below 70.

The contract amount (including reimbursables) shall be a “not to exceed amount,” to be established based upon a mutually agreeable Scope of Services and budget.

C. CONTRACT AWARD

Upon authorization to award the contract by the Board and completion of necessary documents, the WDB will issue a Notice to proceed to the successful bidder.

The selected bidder and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the bidder and its other members may be required to undergo an evaluation to demonstrate that the bidder uses recognized accounting and financial procedures.

WorkLink WDB may require the bidder(s) selected to participate in negotiations to submit revisions to pricing, technical information and/or other items from their proposal(s). All contracts and terms will be negotiated prior to execution of a grant. Criteria for Profit may apply.

Per 2 CFR 200 procurement guidance, WorkLink and/or Upper Savannah WDB has the option to extend a contract with a Service Provider pending the following caveats are met:

- The grant should not exceed 4 total years.
- The grantee must meet or exceed performance.
- The administrative entity and the grantee must negotiate each budget year.
- The administrative entity will issue performance measures each year after negotiating with the State.
- These conditions may change pending further guidance from the State or from USDOL.

If, in the course of the RFP process or in the administration of a resulting Contract, WorkLink and/or Upper Savannah WDB determines that the Bidder has made a material misstatement or misrepresentation, or that materially inaccurate information has been provided to the WorkLink and/or Upper Savannah WDB, the Bidder may be terminated from the RFP process; or in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, WorkLink and/or Upper Savannah WDB is entitled to pursue any available legal remedies.

D. ADMINISTRATIVE REQUIREMENTS OF CONTRACTORS

1. Record of Hours Worked or Time Sheet - The selected bidder will be required to maintain a record of “Hours Worked or a Time Sheet” on all staff members funded in full or in part with WIOA funds as a result of any contractual agreement resulting from this RFP. Such records shall reflect actual hours worked, annual and/or sick leave hours taken, personal days, and holiday hours taken per pay period. The record of hours worked, or time sheet shall be signed by the employee and the employee’s supervisor. The record or the time sheet must also reflect the time allocated to any and all WIOA projects, as well as any other non-WIOA projects.

2. Professional Development of WIOA Funded Staff - The Program Manager should support the continued professional development of its fully or partially WIOA funded staff through attendance at WIOA related professional development training opportunities and WIOA announced Service Provider meetings. Prior approval is required for training opportunities, travel, and incurred expenses outside of the local WIOA region.
3. Fiscal Record Keeping - The bidder's administrative and fiscal capabilities will be assessed by a preliminary review of compliance documents, which must be completed before Contracts are finalized. WorkLink and/or Upper Savannah staff may visit or request supporting documentation from the offering entity to affirm certain items of the survey. Any serious discrepancies found will be brought to the attention of the WorkLink and/or Upper Savannah Workforce Development Board prior to finalizing the contract award and could result in the cancellation of the commitment to fund.
4. Subcontracting - The bidder may purchase or subcontract for the services and/or activities specified in the Scope of Work and Budget of the contract only with the prior written approval of such subcontracts and subcontractors by the WDB, and in accordance with procurement requirements in the Uniform Guidance (2 CFR 200) and the SC Appalachian Council of Governments procurement policy. The bidder, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the WDB is in no way liable to the subcontractor. In order to assure the WDB of strict performance of this Section, the bidder must submit to the WDB subcontract agreements for review upon request.
5. Reporting - All selected bidders will be required to provide monthly, bi-monthly, or quarterly progress reports of program performance and expenditures in comparison to the deliverables agreed upon in the grant. WorkLink and/or Upper Savannah has forms that may be used by the selected bidder, or the selected bidder may propose their own reporting forms.

Selected bidders awarded a grant will be required to submit a Monthly Request for Payment Invoice and Financial Status Report – Supplemental form to the WorkLink and/or Upper Savannah Workforce Development Board staff by the 10th calendar day of each month. Appropriate supporting backup documentation for the requested payment must be attached to each invoice submitted. Successful bidders awarded a grant will also be required to submit an Annual Financial Closeout Report to WDB Staff by August 10 (or the Friday before).

6. Audits - In accordance with 2 CFR Part 200 and 2 CFR Part 2900, successful proposers must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt. All WIOA funding will be subject to the OMB circular 2 CFR Part 200 and 2 CFR Part 2900. The successful bidder will need to be familiar with the OMB circulars and should reference TEGL 15-14 and Implementation of Uniform Guidance Regulations for further information.
7. Monitoring & Evaluation - The selected bidder will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with the WIOA Final Rules and Regulations, and any contractual/grant agreement resulting from this Request for Proposal.

8. Documents Required of Selected Bidders - Successful proposer or offeror will be required to provide the following information prior to the effective date of the grant (complete Form H, Request for Compliance Documents for preliminary information requested):
- Current fiscal statement and copy of last audit
 - Bonding agreement
 - Evidence of signatory authority
 - Financial reporting signatory authority
 - Copy of indirect cost plan and approval letter by cognizant agency
 - Suspension and debarment certification
 - Staff cost allocation plan/rate for Adult Program/Youth Program (Budget Template Form)
 - Certification of drug free workplace
 - Certification of lobbying activities
 - Federal ID Number
 - List of current board members of governing body
 - Organizational chart
 - Grievance procedures
 - Staff/personnel travel policies
 - Charter and by-laws of organization
 - Banking agreements
 - Copy of General Liability Policy
 - Job Descriptions of Personnel Funded by WIOA (fully or partially)
9. Participant Time and Attendance - Successful bidders awarded a grant will be required to document participant's time and attendance throughout the period the participant is receiving training or supportive services. Participants abide by the attendance policy of the training provider. Time sheets must be signed by the participant and verified by the case manager, classroom instructor, training, or worksite supervisor, and maintained in the customer's official WIOA file folder.
10. Participant Files - Successful bidders awarded a grant will be required to maintain WIOA participant files (either in a hard file or electronic file) as specified in any contractual agreement resulting from this RFP.
11. Payments Made on Behalf of Participants - Participants may be eligible to receive supportive service payments and/or needs-based payments. Bidders will be required to make sure that there are checks and balances between the maintenance of timesheets or other source documents, and the cutting and distribution of checks on behalf of the participants. Failure to document fully the basis for issuing any of the aforementioned payments made on behalf of participants may result in disallowed costs. The contractor must reimburse disallowed costs to the local Workforce Investment Area from Non-WIOA fund sources.

12. Refund Policy - Bidders who become contractors will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition-based training concludes early.
13. 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.

14. 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.

14. South Carolina Law Clause - Upon award of a grant under provisions of this Request for Proposal, the entity to whom the award is made, must comply with the laws of South Carolina, which require such entity to be authorized and/or licensed to do business in the State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed to do business in the State; by submission of its signed proposal, the proposer agrees to subject itself and agency to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under any contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

15. Indirect Costs - All proposers or offerors who include indirect costs as a part of their proposal budget must have an indirect cost plan approved by their cognizant agency. Proposers or offerors must include a listing of all items included in the indirect cost pool.
16. Insurance for Participants - The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIOA participants participating in training conducted in a typical classroom training environment, and for WIOA participants while they are participating in training conducted in a typical work experience or limited internship mode (generally, training conducted on an employer's work site). The selected bidder will be required to provide general liability insurance certificate coverage and verification obtained annually as part of compliance documents.

E. APPEALS PROCESS AND PROCEDURES

Any bidder who has submitted a proposal may appeal an award announcement. The process for appealing an award is as follows:

All appeals must be submitted in writing to the WDB within fifteen (15) working days of the award announcements addressed to Melanie McLane, Board Chair (c/o: Trent Acker, SC Works Clemson, 1376 Tiger Blvd, Suite 102, Clemson, SC 29631) to review to determine merit. In order for an appeal to be found to have merit, it must show that any substantial portion of the RFP process or a federal or state law was violated. Only appeals that cite the specific section(s) of the RFP or specific statutes that have been violated will be considered.

Appeals will not be accepted for any reasons other than those stated above. Appeals received after the established deadline will not be accepted. Appeals may not dispute a particular score, or funding level received by the petitioning bidder, or the scores assigned to a competing bidder.

If an appeal is found to have merit, it will be evaluated by the Executive Committee of the WDB. Following the Executive Committee's evaluation, the appeal will be brought to the full WDB for review. The decision made by the WDB and approved by the County Council, where applicable, will be final.

PART 9: FORMS

Forms:

- Form A – Proposal Checklist
- Form B – Proposal Cover Sheet
- Form C – Budget Forms
- Form D – Master Summary of Goals
- Form E – Past Performance
- Form F – Organization Reference Form
- Form G – Conflict of Interest
- Form H – Proposal Rating Sheet
- Form I – Compliance Documents



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**Request for Proposal
#22-WIOA-02**

Adult and Dislocated Worker Workforce Development Services

**Funded by:
Title I of the Workforce Innovation and Opportunity Act of 2014**

**Program Year 2023
(July 1, 2023 – June 30, 2024, with extension options)**

Administered by:

<p>WorkLink Workforce Development Board 1376 Tiger Blvd, Suite 102 Clemson, SC 29631 (864) 646-1515 TTY 711 www.worklinkweb.com Trent Acker, Executive Director</p>	<p>Upper Savannah Workforce Development Board 430 Helix Road Greenwood SC 29646 (864) 941-8050 www.upperscworks.com Ann Skinner, Workforce Development Director</p>
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An Equal Opportunity Employer / Program

RFP RESPONSE DUE DATE: January 9, 2023 @ 1:00PM (EST)

This Workforce Innovation and Opportunity Act bid solicitation is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of awards totaling \$1,254,201.

RFP Release Date: November 21, 2022

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PART 1: INTRODUCTION AND BACKGROUND

A. Announcement

The WorkLink Workforce Development Board (WorkLink WDB) and Upper Savannah Workforce Development Board (Upper Savannah WDB) are jointly soliciting proposals from interested and qualified entities (public, private, or non-profit) to deliver Title I-B, Adult and Dislocated Worker Program Services, funded by Department of Labor (DOL) federal funds under the Workforce Innovation and Opportunity Act (WIOA) (Public Law No: 113-128).

Geographic Service Area

WorkLink: Anderson, Oconee, and Pickens Counties of South Carolina.

Upper Savannah: Abbeville, Edgefield, Greenwood, Laurens, McCormick, Newberry and Saluda Counties of South Carolina.

Proposed Sub-award Amounts: It is anticipated that the winning proposal(s) will be funded as two WIOA Title I subawards, each managed by the respective WDB. Both local areas are interested in cost sharing resources where practical. Anticipated funding for this program is authorized under the WIOA and is made available through the Department of Labor and the South Carolina Department of Employment and Workforce (DEW). **The planning amount for services delivered under this RFP in the initial year of performance is \$600,000 (WorkLink) and \$600,00 (Upper Savannah with fifteen-month period) of which 100% is federal funding.**

Type of Subaward: Cost reimbursement subaward

Anticipated Sub-award Start Date: WorkLink: July 1, 2023, Upper Savannah: April 1, 2023

Initial Subaward End Date: June 30, 2024

The program must satisfy the program design, program elements, program performance and fiscal requirements found in the WIOA, the WIOA rules and regulations and all other applicable local, state, and federal rules and regulations. The goal for the use of these funds is to provide workforce development activities that increase the employment, retention, and earnings of participants, and increase attainment of recognized post-secondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare and dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of our local economy.

Actual awards and amounts are subject to the availability and appropriation of the WIOA funds and successful performance of the service provider. The initial period of performance under this award will commence: April 1, 2023 (Upper Savannah) and July 1, 2023 (WorkLink), and end June 30, 2024, subject to

the availability and appropriation of funds. The WorkLink WDB and the Upper Savannah WFD reserve the option to extend or renew this award for Program Year 2024 (July 1, 2024-June 30, 2025), Program Year 2025 (July 1, 2025-June 30, 2026), and Program Year 2026 (July 1, 2026 – June 30, 2027). Upper Savannah is negotiating the end of contracts with prior provider. The start date may vary from April 1, 2023 if it is in the best interest of all parties. If proposers do not wish to start until July 1, 2023, that is acceptable. Total funding for Upper Savannah will be adjusted to the length of the contract.

WorkLink WDB and Upper Savannah WRB reserve the right to increase or decrease the total subaward amount; the estimated amount listed in this RFP is provided solely as guidance to bidders in preparing their proposal budget. Bidders are not required to request the full amount of estimated funding available. Upper Savannah may make a start-up period available to a new provider starting at contract execution but before transition date. The WorkLink WDB may also make a start-up period available to a new provider, not to begin earlier than June 1, 2023.

It is WorkLink and Upper Savannah Workforce Development Board's intent to select a service provider(s) to serve both areas. The selected provider(s) will be awarded two grants (one from each Board). However, both Boards reserve the right to select the service provider(s) with the best proposal for their area, even if they are not the same service provider(s). If this occurs, the selected bidders will be able to negotiate with the appropriate Workforce Development Board to ensure that necessary funding is made available to accomplish the vision set forth in their proposal.

Any significant changes made to this request for proposals will be posted to the following website:
<http://www.worklinkweb.com/welcome/request-for-proposals/>.

B. WIOA Guiding Principles

The Workforce Innovation and Opportunity Act (WIOA) is based on several guiding principles to be adopted by state and local workforce development systems:

1. Increase access to education, training, and employment—particularly for people with barriers to employment.
2. Create comprehensive, high-quality workforce development system by aligning workforce investment, education, and economic development.
3. Improve the quality and labor market relevance of workforce investment, education, and economic development efforts.
4. Promote improvement in the structure of and delivery of services.
5. Increase the prosperity of workers and employers.
6. Improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the nation.

C. Overview of the WorkLink WDB

The Workforce Development Board (WDB) develops the link between employers and employees in *Anderson, Oconee, and Pickens counties*. Our volunteer board of directors ensures that the local workforce development system is market-driven and responsible in meeting the employment and training needs of businesses and job seekers. The board implements the “Workforce Innovation and Opportunity Act of 2014” in partnership with local service providers and through a comprehensive SC Works System that provides locations for job seekers and employers to access employment and training services.

Our goal is to have a fully employed, skilled workforce, and to that end, we help job seekers find the tools to *build their careers*, and we work with businesses to hire quality employees. WorkLink funds programs for adults, dislocated workers, youth, and supports employers through On-the-Job and Incumbent Worker Training programs.

Vision Statement – To have a fully employed and highly skilled workforce in South Carolina.

Mission Statement – WorkLink develops the link between employers / businesses, and the workforce.

Core Purpose – We strive to improve the workforce and the quality of life in Anderson, Oconee, and Pickens Counties by being the vehicle for workforce development in Anderson, Oconee, and Pickens, South Carolina.

Administrative Entity

The South Carolina Appalachian Council of Governments (ACOG) is WorkLink’s Administrative Entity and Fiscal Agent. All grants and contracts are entered into with the ACOG on behalf of the WorkLink WDB. If any changes occur with WorkLink’s administrative entity, a new contract will be executed with the service provider for the remaining timeframe outlined in this proposal.

D. Overview of the Upper Savannah WDB

The Upper Savannah Workforce Development Board is focused on building a pipeline of skilled workers to meet employer needs. It communicates needs to K-12 and high education providers. It builds community support for job seekers. Upper Savannah has a close connection to economic development and community-based organizations.

Administrative Entity

Upper Savannah Council of Governments (USCOG) is the Upper Savannah WDB’s Administrative Entity and Fiscal Agent. All grants and contracts are entered into with the USCOG on behalf of the Upper Savannah WDB. If any changes occur with Upper Savannah’s administrative entity, a new contract will be executed with the service provider for the remaining timeframe outlined in this proposal.

Note Regarding Upper Savannah’s commitment to joint procurement. It is understood that for a provider to effectively serve two areas efficiently both areas have to have similar policies and procedures. The Upper Savannah WDB will maintain policies originally set by the board until they can be reviewed. Policies, procedures, and practices developed by staff will be modified to mirror WorkLink to the greatest extent possible.

E. An Overview of the SC Works System

The SC Works Center (also known as a One-Stop or an American Job Center) system brings together a wide variety of Federal, State, and local program partners, integrates the provision of their services and provides a full-range of help to job seekers and employers, all under one roof. Services are driven by business and focus on customer choice.

The WorkLink Region has designated SC Works Centers currently located at:

Comprehensive Center	SC Works Clemson at East Park 1376 Tiger Blvd. Suite 102 Clemson, SC 29631 Hours: 8:30 – 5:00 M thru F Phone: (864) 643-0071 (TTY 711)
Satellites	SC Works Anderson 1428 Pearman Dairy Rd Anderson, SC 29624 Hours: 8:30 – 5:00 M thru F, closed for lunch 12p-1p (864) 260-6780 (TTY 711)
	SC Works Easley Pickens County QuickJobs Development Center Next to the Tri-County Technical College Easley Campus 1774 Powdersville Rd. Easley, SC 29642 Hours: 8:30 – 5:00 M thru Tu, closed for lunch 12p-1p Phone: (864) 220-8990 (TTY 711)
	SC Works Seneca Oconee County QuickJobs Development Center Next to the Hamilton Career Center 104 Vocational Drive, Seneca, SC 29672 Hours: 8:30 – 5:00 M thru F, closed for lunch 1p-2p Phone: (864) 646-1741 (TTY 71)
Access Points	Anderson Interfaith Ministries United Ways of Anderson County, Pickens County, and Oconee County Anderson, Oconee, and Pickens County Library Systems The Dream Center of Pickens SHARE

*WorkLink SC Works Center Hours of Operation are set by the WorkLink WDB and are subject to change.

WorkLink and Upper Savannah SC Works Centers follow the State Holiday schedule for office closings. WorkLink and Upper Savannah SC Works Centers also periodically close early for staff training.

For emergencies, such as inclement weather, WorkLink and Upper Savannah SC Works Centers follow the County government offices in which the SC Works Center is located for closings and/or delays.

The Upper Savannah Area has designated SC Works Centers;

Note: Locations, days of operation and hours may change. It is expected that WIOA staff be present at the Comprehensive five days a week, at Laurens and Newberry at least two. The remaining counties should be visited at least once a week. The board may approve a virtual strategy to limit visits to outlying counties to days when there are scheduled appointments.

Comprehensive Center	<p>SC Works Greenwood Located in the Brewer Community Complex 927 E. Cambridge Ave. Greenwood SC 29646 Phone: (864) 229-8872 Hours: Monday-Friday (8:30am-5:00pm) Closed from 12:00pm-1:00pm daily</p>
Satellites	<p>SC Works Abbeville Located inside Abbeville Administrative Complex 903 W. Greenwood St. Abbeville, SC 29620 Phone: (864) 366-6690 ext. 2291 Hours: Tuesdays (9:00am-4:00pm) Closed from 12:00pm-1:00pm</p>
	<p>SC Works Edgefield Located at the rear of Edgefield Co. Health Department 21 Star Road Edgefield, SC 29824 Phone: (803) 636-5509 Hours: Tuesdays (9:00am-4:00pm) Closed from 12:00pm-1:00pm</p>
	<p>SC Works Laurens Located beside Laurens Middle School 1029 W. Main Street Laurens, SC 29325 Phone: (864) 681-1605 Hours: Monday-Thursday (9:00am-5:00pm) Closed from 12:00pm-1:00pm daily</p>
	<p>SC Works McCormick Located next door to Town Hall 109 W. Augusta St. McCormick, SC 29835 Phone: (864) 852-3649 Hours: Mondays (9:00am-4:00pm)</p>

	Closed from 12:00pm-1:00pm
	<p>SC Works Newberry Located beside Piedmont Technical College- Newberry Campus 1840 Wilson Road Newberry, SC 29108 Phone: (803) 276-2110 Hours: Monday-Thursday (9:00am-5:00pm) Closed from 12:00pm-1:30pm daily</p>
	<p>SC Works Saluda Located across from Saluda Elementary 407 W. Butler Ave. Saluda, SC 29138 Phone: (864) 445-2047 Hours: Thursdays (9:00am-4:00pm) Closed from 12:00pm-1:00pm</p>

Workforce Landscape

For labor market information for the Upper Savannah and WorkLink areas, please visit the Labor Market Info section of the SC Works Online Services website: <https://jobs.scworks.org/vosnet/Default.aspx>. The local area of Upper Savannah consists of Abbeville, Edgefield, Greenwood, Laurens, McCormick, Newberry and Saluda Counties of South Carolina. The WorkLink local area consists of Anderson, Oconee, and Pickens Counties of South Carolina.

Adult and Dislocated Worker Services

Workforce services for eligible adults are available through one of the six core programs authorized by Workforce Innovation and Opportunity Act (WIOA). The WIOA Title I-B Adult program serves individuals and helps employers meet their workforce needs. It enables workers to obtain good jobs by providing them with job search assistance and training opportunities.

WIOA establishes a priority requirement with respect to funds allocated to a local area for adult employment and training activities. SC Works Center staff, when using WIOA Adult funds to provide individualized career services and training services, must give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. Under WIOA, priority must be implemented for adult funds regardless of the amount of funds available to provide services in the local area. In addition, veterans receive priority of service in all DOL-funded employment programs.

The Dislocated Worker program is designed to help workers get back to work as quickly as possible and overcome barriers to employment. When individuals become dislocated workers as a result of job loss, mass layoffs, global trade dynamics, or transitions in economic sectors, the Dislocated Worker program provides services to assist them in re-entering the workforce. Services for dislocated workers are integrated and

provided through the SC Works Centers and include workforce education, training, and employment programs designed to assist displaced workers.

Career Services

WIOA authorizes career services for adults and dislocated workers. There are three types of career services: basic career services, individualized career services, and follow-up services. The provision of individualized career services must be based on the employment needs of the individual as determined jointly by the individual and the case manager and may be identified through an individual employment plan (IEP). Career Services are defined in 20 CFR 678.430, and rules governing their provision to adults and dislocated workers are discussed in 20 CFR 680.100 through 195.

Training Services. Training services can be critical to the employment success of many adults and dislocated workers. Training services are governed by sections 20 CFR 680.200 through .230 and 20 CFR 680.300 through .350 of the WIOA Final Rule. WIOA case managers may determine training services are appropriate, regardless of whether the individual has received basic or individualized career services first, and there is no sequence of service requirement.

Training services, when determined appropriate, must be provided either through an Individual Training Account (ITA) or through a training contract discussed in Section 8 of TEG 19-16. Except in certain instances listed in WIOA sec. 122(h) and 20 CFR sec. 680.320, training services must be provided by an Eligible Training Provider (ETP) in accordance with WIOA sec. 122(d). Training is available through a State Eligible Training Provider and Program List (ETPL), comprised of entities determined eligible to receive funds through WIOA title I, subtitle B, according to the Governor’s eligibility criteria and procedure. Bidders can visit <https://scpath.org> for more information on South Carolina’s ETPL.

LWIOA PY2022 Performance Goals

Each local workforce board is responsible for negotiating these measures with the State. The performance measures listed below are provided as information and as a baseline for the purpose of this request for proposals.

PY22	WorkLink		Upper Savannah	
	Adult	Dislocated Worker	Adult	Dislocated Worker
Employment 2 nd Qtr after Exit	81.1	83.3	77.8%	80.1%
Employment 4 th Qtr after Exit	81.8	83.4	74.0%	84.5%
Median Earnings 2 nd Quarter after Exit	\$6,200	\$7,935	\$5,800	\$7,995

Credential Attainment within 4 Qtrs after Exit	73.8	67.1	66%	63.1%
Measurable Skills Gains	55.2	60.2	55.2%	57.1%

*These levels are subject to change each program year.

South Carolina has chosen for the Employer Services performance measures:

- **Employer Penetration Rate**—the percentages of employer establishments using services out of all employer establishments in the state
- **Repeat Business Customers Rate**—the percentage of employer establishments using services during the year that also used services within the previous three years

PART 2: SOLICITATION INFORMATION

A. Procurement

WorkLink conducts all procurements in a manner providing full and open competition as required under 2 CFR 200, other federal and state laws and regulations, and the SC Appalachian Council of Governments (SCACOG) Procurement Policy. This RFP is also subject to the Upper Savannah procurement policy.

WorkLink and Upper Savannah reserve the right to cancel this solicitation in whole or in part and may reject any or all proposals in whole or in part. WorkLink WDB will notify all bidders in writing of the final status of this RFP.

WorkLink and Upper Savannah reserves the right to revise any part of the RFP at any time before the submission deadline date, if necessary. These revisions will become addendums to the RFP and will be posted on the WorkLink website: <https://worklinkweb.com/en/about-worklink/request-for-proposals/>

Bidders are responsible for checking the website frequently to remain informed about the procurement process. Bidders must amend proposal packages as addendums make necessary. Failure to acknowledge any addendum that impacts proposal requirements will result in disqualification of the proposal.

Contact Information

During the proposal and evaluation process, the sole contact point for any inquiries or information relating to this RFP will be:

Jennifer Kelly, Assistant Director
 WorkLink Workforce Development Board
jkelly@worklinkweb.com

B. Solicitation Timeline

Event	Date	Time (EST)
Request for Proposal (RFP) Release	November 21, 2022	
Deadline to submit Technical RFP Questions*	December 13, 2022	5:00PM
Bidder's Conference <i>Questions posted on WorkLink WDB website within 48 hours</i>	December 15, 2022	11:00AM
Proposal Packages Due & Technical Review (Or Letter of Non-Reply due to WorkLink WDB)	January 9, 2023	1:00PM
Formal Review of Proposal Packages	January 10, 2023 - January 26, 2023	
Bidders' Presentations to RFP Committee	January 26, 2023	9:00AM**
WorkLink WDB Votes to Approve Recommendation	February 1, 2023	
Upper Savannah Votes to Approve Recommendation	February 1, 2023	
Written Notification to Successful Bidders	February 2, 2023	
Contract Negotiations begin with each WDB	February 2, 2023	
Compliance Documents due and Contracts Issued	Prior to Grant Award Date	
Upper Savannah Contract begins (anticipated)	April 1, 2023	
WorkLink Contract Begins (anticipated)	July 1, 2023	

*Any questions received after the deadline will be answered ad hoc and posted on the WorkLink website each week. No questions will be answered after January 2, 2023; final questions and answers will be posted no later than close of business on January 3, 2023.

**Times will be scheduled with each bidder by January 19, 2023. Presentations will only be scheduled if deemed necessary to adequately score proposals. Times available may vary throughout the day, the first presentation will begin at 9am.

C. Eligible Bidders

RFPs will be accepted from entities that can demonstrate the administrative and financial capability to successfully provide the services identified in this RFP.

Entities eligible to receive funds made available to operate an Adult/DW program are as follows:

- Public;
- Private for-profit businesses;

- Private not-for-profit organizations (including faith and community-based organizations);
- Labor groups; or
- Governmental entities (including the public school system, community colleges, local government, and other public sector organizations).

Additional Qualifications:

1. Organizations submitting proposals must have the ability to receive, disburse, and account for funds in accordance with generally accepted accounting practices; and be licensed or otherwise authorized to do business in the state of South Carolina.
 - Any for-profit entity must have been incorporated at least two (2) years, and applicants must provide an Original Certificate of Insurance by the time of the award announcement.
 - Any not-for-profit entity MUST have been incorporated for at least two years (as evidenced by a letter from the appropriate governing body certifying incorporation) AND be designated as a 501 c-3 tax-exempt organization by the Internal Revenue Service.
2. No entity may compete for funds if:
 - The entity has been debarred or suspended or otherwise determined to be ineligible to receive Federal funds by an action of any governmental agency;
 - The entity has not complied with an official order to repay disallowed costs incurred during its contract;
 - The individual or entity or its parent organization has filed for bankruptcy during the past 5 years;
 - The individual or entity has been convicted of a public entity crime pursuant to statutes; or
 - The individual or entity developed or drafted work requirements for this RFP.
3. The Bidder has successfully provided workforce development services for the past two years. (*“Successfully” is defined for the purpose of this RFP as being able to demonstrate that the entity has maintained fiscal integrity AND has provided WIOA Adult and Dislocated Worker Services for more than two years OR can demonstrate successful performance in operating similar employment and training focused programs for more than two years*);
4. The Bidder understands and agrees as part of submission of their bid to meet the following conditions:
 - Discloses any potential conflicts of interest arising from the relationship of the bidder with particular partners or service providers;
 - Does not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services;
 - Complies with Federal regulations, and procurement policies, relating to the calculation and use of profits;
 - Has the ability to fulfill Contract requirements, including the indemnification and insurance requirements;

- Has the ability to maintain adequate files and records and meet reporting requirements;
- Has the administrative and fiscal capacity to provide and manage the proposed services and to ensure an adequate audit trail; and
- Meets other presentation and participation requirements listed in this RFP.

Bidder's Conference

A Bidder's Conference will be held: **December 15, 2022 at 11:00AM EST.**

All bidders are required to attend the Bidder's Conference via web conference.

Conference call login requests must be made via email to the contact listed in Section 2 of this RFP by the December 13, 2022, technical questions deadline. Bidders should reference the RFP number in the email subject line.

Technical Questions

All technical questions regarding this RFP should* be submitted no later than 5:00PM, December 13, 2022.

Email questions to the contact information listed in Section 2A of this RFP (hereafter RFP Point of Contact) and reference the RFP number in the email subject line.

*Questions received after the technical question's deadline will not be addressed in the Bidder's Conference; however, any questions that are sent after the technical questions' deadline until five days prior to the proposal submission deadline (January 2, 2023) will be answered and posted to the WorkLink website. It is the bidder's responsibility to check the WorkLink website regularly. Please note that any questions answered via telephone may be recorded for the processing of notes to post on the website.

D. RFP Response Due Date: January 9, 2023, 1:00PM (EST)

All proposals (electronic and hard copies) must be received by the due date and time. Proposals delivered in person will be timestamped by WorkLink staff. Proposals received after the due date and time specified will be disqualified from this RFP process. Hardcopies will be returned unopened to the sender. The RFP and related documents can be downloaded from the WorkLink website at: <https://worklinkweb.com/en/about-worklink/request-for-proposals/>.

E. Technical Review

This RFP identifies all relevant requirements, technical review process, evaluation factors, scoring point range, and selection process. **A Technical Review will be completed for all proposals received by January 9, 2023, 1:00PM EST.** Proposers that fail to meet the proposal submission guidelines will be disqualified from further consideration.

- Applications will be opened and a preliminary review for responsiveness will be conducted by the WorkLink and Upper Savannah Workforce Development Board staff.

- Bidders will be notified regarding non-responsive applications within 48 hours. Notification will be sent to the contact person listed on the cover sheet. A valid email address is required for this notification.
- Once an application has been deemed responsive by the preliminary review, applications will then be reviewed by an ad hoc RFP review committee of the WorkLink and Upper Savannah Workforce Development Boards and rated based on the criteria established in Evaluation Criteria and Rating System.

F. Presentations

Bidder’s may be requested to make an oral presentation of their application to the RFP Review Committee after the Application opening. Such presentations provide an opportunity for the bidder to clarify their application and to ensure mutual understanding. The RFP Point of Contact will schedule these presentations if required. January 26, 2023 has been reserved for this purpose.

PART 3: SCOPE OF SERVICES AND OPERATIONS

A. Required Title I-B WIOA Adult & Dislocated Worker Services

Under this RFP, the selected provider will be required to carry out the following Title I-B WIOA Adult & Dislocated Worker Services:

1. Basic Career Services

All of the basic career services described in WIOA secs. 134(c)(2)(A)(i)-(xi) must be provided in each local area through the one-stop delivery system. Generally, these services involve less staff time and involvement. These services may be provided by both the Adult and Dislocated Worker programs as well as by the SC Department of Employment and Workforce employment services staff. The WIOA program staff funded under this RFP will be expected to collaborate with the WorkLink and/or Upper Savannah SC Works Operator and network of partners to integrate and coordinate basic career services for common customers.

- a. **WIOA Program Eligibility** - Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs.

WIOA Program staff are responsible for enrollment of adult and dislocated worker participants in accordance with eligibility requirements.

General WIOA Title I-B Eligibility Requirements

ALL adults, dislocated workers, and youth must be:

- a U.S. citizen or eligible to work in the United States; and
- meet Military Selective Service registration requirements (male only).

Adult Program: Specific WIOA Title I-B Eligibility Requirements

- Applicants must be 18 years and older
- Meet Priority of Service Requirements: The Priority of Service policy for Adults in South Carolina states that 75% or more of those served in the adult funding stream must be low income, public assistance recipients, or basic skills deficient. The remaining 25% is open to the general population that are not low income, public assistance recipients, or basic skills deficient. Within each category, priority will be given first to Veterans and qualified spouses and then to non-Veterans.
 - Priority 1 - Veterans who are public assistance recipients, low-income adults, or who are basic skills deficient.
 - Priority 2 – Non-veterans who are public assistance recipients, low-income adults, or who are basic skills deficient.
 - Priority 3 - Veterans who are not public assistance recipients, low-income adults, or who are basic skills deficient.
 - Priority 4 – Non-veterans who are not public assistance recipients, low-income adults, or who are basic skills deficient.

Dislocated Worker Program: Specific WIOA Title I-B Eligibility Requirements

- Applicants must meet the definition of Dislocated Worker (*WIOA sec. 3(15)*).
- There is no age criterion for Dislocated Worker programs.

Youth Eligibility Requirements: Specific WIOA Title I-B Eligibility Requirements

- Must meet the definition of Out-of-School Youth or an In-School Youth. WIOA Section 129(a)(1)

WorkLink's Youth program serves only Out-of-School Youth currently.

WIOA Applicants should be made aware of all WIOA services and funding for which they qualify. Therefore, if an individual is determined eligible for Youth WIOA services, the WIOA applicant should be given information regarding the Youth program and/or a referral to the WIOA Youth Services provider for enrollment.

- The WorkLink WDB does not currently dual enroll in the Adult and Youth programs. If dual enrollment were to be approved by the WorkLink Board during the contract year (or applicable extensions) under this proposal, the successful bidder will be notified and expected to collaborate with the Youth Service Provider to maximize the use of funds.
- The Upper Savannah WDB allows for enrollment of In-School-Youth provided expenditures for In-School youth are lower than 25%. Co-enrollment is allowed, and in some cases, encouraged so that young participants can benefit from a wider range of services.

A completed eligibility determination application may be considered for enrollment for no more than 90 days. When applicants do not meet eligibility requirements for any WIOA-funded services, program staff are responsible for referring them to alternate sources of funding through partner agencies.

- b. **Outreach, Intake, and Orientation** - Orientation intended to provide information on services available through the SC Works Centers.

WIOA program staff must provide the WIOA portion of the Orientation presentations and should be coordinated with the SC Works Operator.

Individuals with Barriers to Employment

Services provided to adults and dislocated workers under title I of WIOA can be a pathway to self-sufficiency and to maintain and build skills to remain self-sufficient. Across all titles, WIOA focuses on serving “individuals with barriers to employment”, defined in WIOA section 3(24) and seeks to ensure access to quality services for these populations. The WIOA Final Rules discuss priority and special populations for the Adult and Dislocated Worker programs at 20 CFR 680.600 through .660.

- i. Displaced homemakers (as defined in WIOA sec. 3(16))
- ii. Low-income individuals (as defined in WIOA sec. 3(36))
- iii. Indians, Alaska Natives, and Native Hawaiians (as defined in WIOA sec. 166(b))
- iv. Individuals with disabilities, including youth who are individuals with disabilities (as defined in WIOA sec. 3(25) (includes individuals who are in receipt of Social Security Disability Insurance)
- v. Older individuals (age 55 and older) (as defined in WIOA sec. 3(39))
- vi. Ex-offenders (“offender” as defined in WIOA sec. 3(38))
- vii. Homeless individuals or homeless children and youths (see Attachment III)
- viii. Youth who are in or have aged out of the foster care system
- ix. Individuals who are: (1) English language learners (WIOA sec. 203(7)), (2) Individuals who have low levels of literacy (an individual is unable to compute or solve programs, or read, write, or speak English at a level necessary to function on the job, or in the individual’s family, or in society); and (3) Individuals facing substantial cultural barriers
- x. Eligible migrant and seasonal farmworkers (as defined in WIOA sec. 167(i) (1-3)
- xi. Individuals within two years of exhausting lifetime TANF eligibility
- xii. Single parents (including single pregnant women)
- xiii. Long-term unemployed individuals (unemployed for 27 or more consecutive weeks)
- xiv. Such other groups as the Governor involved determines to have barriers to employment

Under this RFP, program staff are to conduct outreach to priority populations and low-income communities.

- c. **Initial Assessment** - The assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs.
- d. **Labor Exchange** - Job search and placement assistance, including the provision of information on in-demand industry sectors and occupations, and on nontraditional employment. WIOA program staff will coordinate appropriate services with employment services staff.
- e. **Referrals to Partners** – The provision of referrals to and coordination of activities with other programs and services, including those within the SC Works system and, when appropriate, other workforce development programs.
- f. **Labor Market Information** – The provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, job vacancy listings in labor market areas, information on job skills necessary to obtain the vacant jobs listed, and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs.
- g. **Training Provider Performance and Cost Information** – The provision of performance information and program cost information on providers approved on South Carolina’s Eligible Training Provider List (<https://scpath.org>)
- h. **Supportive Services Information** - Information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: 1) Child care; 2) child support; 3) medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; 4) benefits under SNAP; 5) assistance through the earned income tax credit; and 6) assistance under a State program for TANF, and other supportive services and transportation provided through that program.
- i. **Unemployment Insurance (UI) Information and Assistance** - Information and assistance regarding filing claims under UI programs, up to and including assisting individuals in filing a claim either on-site using staff who are properly trained in UI claims filing, and/or the acceptance of information necessary to file a claim. WIOA program staff will coordinate appropriate services with employment services staff.
- j. **Financial Aid Information** - Assistance in establishing eligibility for training providers offering financial aid assistance for training and education programs not provided under WIOA.

2. *Individualized Career Services*

Individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. These services include the following:

- a. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include the diagnostic testing, and use of other assessment tools, and/or in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
- b. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, the eligible training providers
- c. Group counseling
- d. Individual counseling
- e. Career planning
- f. Short-term pre-vocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training
- g. Internships and work experiences that are linked to careers
- h. Workforce preparation activities
- i. Financial literacy services as described in sec. 129(b)(2)(D) of WIOA
- j. Out-of-area job search assistance and relocation assistance
- k. English language acquisition and integrated education and training programs

Under this RFP, the WIOA program staff will be responsible for carrying out individualized career activities appropriate for eligible, enrolled participants.

Please note that this includes any participants enrolled for the purpose of participating in work-based learning opportunities funded through the One Stop Operator RFP. The selected bidder under this RFP will be required to coordinate service delivery strategies with the One Stop Operator to ensure participants are aware of WIOA funded work-based learning opportunities. The selected bidder will also be required to enroll eligible participants and ensure that they receive appropriate case management and supportive services throughout the work-based learning opportunity.

3. *Training Services*

Types of training services are listed in WIOA sec. 134(c)(3)(D). This list is not all-inclusive and additional training services may be provided. Under this RFP, the program staff will be responsible for determining the need for training and coordinating the following activities on behalf of participants:

- a. Occupational skills training, including training for nontraditional employment
- b. Programs that combine workplace training with related instruction, which may include cooperative education programs
- c. Training programs operated by the private sector
- d. Skills upgrading and retraining
- e. Entrepreneurial training

- f. Job readiness training provided in combination with services listed in paragraphs (a) through (h) of this section;
- g. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with training services listed in paragraphs (a) through (g) of this section

Determining Need for Training

Under WIOA sec. 134(c)(3)(A) training services may be made available to employed and unemployed adults and dislocated workers who:

- a. After an interview, evaluation, or assessment, and career planning, are:
 - i. Unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services;
 - ii. In need of training services to obtain or retain employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment; AND
 - iii. Have the skills and qualifications to participate successfully in training services.
- b. Select a program of training services that is directly linked to the employment opportunities in the local area or the planning region, or in another area to which the individuals are willing to commute or relocate.
- c. Are unable to obtain grant assistance from other sources to pay the costs of such training, including such sources as State-funded training funds, Trade Adjustment Assistance (TAA), and Federal Pell Grants established under title IV of the Higher Education Act of 1965, or require WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants (provisions relating to fund coordination are found at WIOA sec. 134(c)(3)(B)); AND
- d. If training services are provided through the adult funding stream, are determined eligible in accordance with the State and local priority system in effect for adults under WIOA sec. 134(c)(3)(E).

Individual Training Accounts (ITAs)

Training services for eligible individuals are typically provided by training providers who receive payment for their services through an ITA. The ITA is a payment agreement established on behalf of a participant with a training provider. WIOA title I adult and dislocated workers purchase training services from State eligible training providers they select in consultation with the career planner, which includes discussion of program quality and performance information on the available eligible training providers. Payments from ITAs may be made in a variety of ways, including the electronic transfer of funds through financial institutions, vouchers, or other appropriate methods. Payments also may be made incrementally, for example, through payment of a portion of the costs at different points in the training course.

Under this RFP, the program staff will be responsible for coordinating services and payments with Training Providers utilizing ITAs, ensuring that WorkLink limitations have been met.

Targeted Training and Participant Funding Caps

South Carolina has set ITA caps at \$14,000 per participant per lifetime.

WorkLink has further set ITA caps for training to \$5,000 per participant per program year, not to exceed \$10,000 per participant per lifetime. WorkLink has adopted the following industry clusters and one occupational exception.

- Administrative and Support and Waste Management and Remediation Services
- Construction
- Health Care and Social Assistance
- Manufacturing
- Professional, Scientific, and Technical Services
- Career exception: CDL training

Upper Savannah has adopted a sector strategy approach supporting occupations which support manufacturing and healthcare. Businesses in those industries hire workers for support roles in business, IT, logistics and construction and maintenance. Upper Savannah does not pay for stand-alone Certified Nursing Assistant training. Upper Savannah does not pay for cosmetology or barbering, massage therapy or graphic design. Courses exclusively for college transfer are not included. Upper Savannah has a training cap of \$10,000.

Utilizing WIOA funding, participants may choose a program of study from the South Carolina Eligible Training Provider List (<https://scpath.org>) that leads to in-demand occupations within one of these industries (or career exception) and results in a nationally recognized credential.

4. Supportive Services

Supportive services for adults and dislocated workers are services that are necessary to enable an individual to participate in activities authorized under WIOA sec. 134(c)(2) and (3). These services may include, but are not limited to, the following:

- a. Linkages to community services
- b. Assistance with transportation
- c. Assistance with childcare and dependent care
- d. Assistance with housing
- e. Needs-related payments, as described at §§ 680.930, 680.940, 680.950, 680.960, and 680.970
- f. Assistance with educational testing
- g. Reasonable accommodations for individuals with disabilities
- h. Legal aid services
- i. Referrals to health care

- j. Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eyeglasses and protective eye gear
- k. Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes
- l. Payments and fees for employment and training-related applications, tests, and certifications.

Supportive services may be provided only when they are necessary to enable individuals to participate in career service or training activities. Therefore, the participant must be:

- Participating in career or training services as defined in WIOA secs. 134(c)(2) and (3); AND
- Unable to obtain supportive services through other programs providing such services.

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.

WorkLink has set the maximum amount of supportive services to \$3,000 per program year per participant. Upper Savannah has limits tied to the type of supportive services and duration of training. It is willing to adjust payment amounts/processes to WorkLink for ease of administration.

Under this RFP, the program staff will be responsible for coordinating services and supportive service payments with vendors and participants, ensuring that WorkLink limitations have been met.

5. *Follow-Up*

Follow-up services must be provided, as appropriate, including Counseling regarding the workplace, for participants in adult or dislocated worker workforce development activities who are placed in unsubsidized employment, for up to 12 months after the first day of employment.

6. *Additional Requirements and Expectations*

a. *Coordination with the SC Works Operator and Partners*

Program staff are expected to collaborate with the SC Works Operator and the network of SC Works partners on behalf of mutual participants and in recruitment efforts.

The Operator will develop an ongoing outreach plan, both for the general population and for priority populations as appropriate, that shall include attending and/or hosting community groups and events, development of brochures (in addition to, but not duplicative of WDB or State mandated brochures), PowerPoint presentations, community-based print and radio ads, and if appropriate, website information detailing business offerings and an overall strategy for announcing the

resources of the SC Works System. Other innovative outreach ideas are encouraged within allowable cost guidelines. Program Staff are expected to collaborate and coordinate outreach for the WIOA programs and on behalf of the SC Works Centers in conjunction with the Operator.

In an effort to reach remote communities with high levels of poverty and to break down the walls of the SC Works System, the Operator will make such SC Works basic career services available to those communities as appropriate. The Operator is responsible for determining ways to serve under reached and low-income communities, including frequencies and services to be delivered. Program Staff are expected to collaborate and contribute to these initiatives.

b. Business Services Collaboration

Program Staff are expected to collaborate with the Business Services staff to place participants in work-based learning opportunities and in permanent jobs, including Wagner-Peyser staff and in coordination with staff that manage On-the-Job Training, Work Experiences, Registered Apprenticeships, and similar work-based learning opportunities.

c. Rapid Response

Rapid Response Services, as mandated by DOL, are services delivered to businesses and employees of companies that are experiencing downsizing through layoffs or closure and may have also been impacted by a Worker Adjustment & Retraining Notification (WARN) issued by the State. The Department of Employment and Workforce operates the Trade Adjustment Assistance program and coordinates the Rapid Response teams across the State of South Carolina. Program staff will be expected to represent WIOA services on the Rapid Response team and coordinate appropriate WIOA services on behalf of the affected workers and employer.

d. Enrollment

WorkLink prioritizes enrollments for the WorkLink region to the following: those that currently live or work in the region, and those that last worked in the region. Exceptions have been made for (1) those individuals currently attending school within the WorkLink service area, (2) live closer to a WorkLink SC Works Center than their counties' closest SC Works Center, and (3) those that are relocating to the area after being discharged from the military or after being released from prison. Currently Upper Savannah serves adults who reside in an Upper Savannah County and dislocated workers who either live or were dislocated from an employer in an Upper Savannah County.

e. Co-enrollment with Trade

The Trade Adjustment Act administered by SC Department of Employment and Workforce is a partner in the SC Works System. Requirements regarding services available and co-enrollment with

WIOA change from time to time. Program staff will be required to follow DOL, State, and local guidance regarding co-enrollment of Trade eligible participants.

f. Case Management

Case management is the provision of a client-centered approach in the delivery of services, designed:

- To prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary WIOA activities and supportive services, using, where feasible, computer-based technologies; and
- To provide job and career counseling during program participation and after job placement.

Program staff should know the name, face, family, and life situation of each participant. They should have a detailed and working knowledge of other community services, community resources, and cultivate a wide network of contacts. Where progress is slow or in reverse, case managers should be pro-active in identifying the problem and solving it before the participant quits without achieving a recordable positive outcome.

g. Soft Skills/Job Retention

Program staff are expected to evaluate and train job seekers on how to present themselves in a professional manner before and after they are hired. Therefore, an emphasis on pre-hire soft skills (centered on appropriate dress, interviewing skills, job application completion, resume writing, and others as deemed appropriate) and on post-hire soft skills (centered on personal attributes needed to succeed in the workplace, such as communication skills, critical thinking, leadership, positive attitude, teamwork, conflict management, and work ethic, among others) are necessary. Employers want employees who are able to effectively interact with others.

h. File Maintenance and Documentation

A case file shall be maintained for each eligibility determination application (assigned a unique identification number). Appropriate documentation of all activities must be made available to WIOA monitors/auditors. WIOA Participant records and fiscal documents should be kept for a minimum of 5 years. Program staff are expected to enter and maintain appropriate case notes and WIOA program activity codes in the SCWOS System in a timely manner, including recording accurate ITA obligations, vouchers, payments, and refunds. **Beginning July 1, 2023, WorkLink will require all WIOA-related documentation to be uploaded in SCWOS.** (This includes all items that would normally be kept in a hard copy of the participant's file.) Upper Savannah requires all new client information to be uploaded in SCWOS.

i. Job Placement

Program staff are expected to provide job leads, specific job development, and job matching to participants seeking employment.

j. Program/Case Closure

Program staff will be expected to close individual cases in the SCWOS System in a timely manner when no further services are planned or identified on the IEP or expected as outlined in the Training & Education Guidance Letter # 17-05 (TEGL 17-05).

k. Collaboration on Grants

From time to time, WorkLink and/or Upper Savannah will pursue grants that it believes supports the mission and the vision of the WDB. In these instances, the successful bidder may be asked to collaborate with these grants as needed and as allowable by WIOA rules and regulations.

If either of the WDBs receives funding from DOL or DEW for similar employment and training services described in this RFP, the selected proposer under this RFP will provide services for those grants as well. The WDB will negotiate budgets and service levels with the grantee based on funding from those sources. If it is in the best interest of the region, WorkLink and/or Upper Savannah WDBs reserve the right to seek other providers for services under this section.

There is an opportunity for the provider to participate in a CAREER National Dislocated Worker Grant. The grant expires August 19, 2023 but has the possibility of being extended a year. Approximately \$350,000 will be available to place 35 clients in OJT. Clients may be co-enrolled in contracts established through this procurement. Because the grant has such a short duration, a budget is not sought. If it is mutually acceptable the winning provider will be given a subagreement to assist with this project. The staff compensation and associated indirect/profit will be at the same rate as what is set in this procurement.

Also, this procurement does not include Youth Services. Upper Savannah is separately procuring youth services. Offerors who anticipate operating Youth as well as the Adult/Dislocated Worker career services may propose to share staff. If a provider does not get all of the contracts for which they apply for a budget revision will be allowed.

B. Deliverables

The Successful bidder will be required to provide the following deliverables:

1. At a minimum, meets all performance measures (WIOA measures, Business Plan, WDB goals, customer satisfaction, etc.)
2. A minimum of three success stories per quarter submitted to the WDB Board

3. Establishes a systematic way of providing and delivering soft skills and job retention instruction to WIOA participants
4. Utilizes Career Pathway models in guiding participants into training
5. Internal monitoring reports of case files
6. Sub-recipient monitoring reports if applicable
7. At a minimum, meet negotiated successful bidder goals for WIOA program participation (i.e., expenditure levels, enrollments, training levels, etc.)
8. Develop and execute an Outreach plan for the WIOA program
9. Attend Board meetings and committee meetings prepared to present results or progress of goals identified in RFP response
10. Develop a report and/or dashboard of RFP deliverables and goals outlined in the RFP response to present at Board and Committee meetings
11. Maximizes direct participant costs, minimizes salaries and overhead while maintaining quality services
12. Tracks all ITAs by obligation, accrual, and expenditure in real-time
13. Expends a minimum of 95% of their budget for WorkLink and 90% of their budget for Upper Savannah.
14. WorkLink requirement: Expends a minimum of 40% of total expenditures on direct participant costs (training, supportive services). Upper Savannah requirement: Expends at least 38% of total expenditures on direct participant costs.
15. Other goals that support the Scope of Work outlined in this RFP

Reports

Monthly and Quarterly Reports: Routine monthly and quarterly written reports shall be due by the tenth (10th) calendar day of the month following the month being reported on.

The selected bidder will be required to develop a report and/or dashboard of RFP deliverables and goals outlined in the RFP response to present at Board and Committee meetings. Attach a sample report/dashboard to the RFP proposal that would be representative of a project similar to this.

Financial Reports: WorkLink Financial reports will be prepared and submitted to the WDB Office by the 10th day of the following month. Upper Savannah financial reports are due by the 8th day of the following month in order to assure prompt payment. Financial Reports include:

- Monthly request for payment
- Financial Status Report –Supplemental form
- General Ledger Detail
- Back-up documentation
- YTD Expenditure Reports
- Contract Obligations by Fund Stream

- ITA Obligations (and encumbrances) by Fund Stream and by Program Year

C. Reference Documents

Bidders are encouraged to review relevant documents when constructing their responses to this RFP. Although not comprehensive, a list of resources has been made available below. Bidders are encouraged to conduct other research on the suggested webpages as well.

- PY2022 Regional and WorkLink Local Plan: <https://worklinkweb.com/en/publications/>
- PY2022 WorkLink MOU: <https://worklinkweb.com/en/publications/partner-meetings-and-information/>
- SC State Instruction Letters: <https://scworks.org/workforce-system/policies-and-guidance>
 - 16-12, “Facility and Program Accessibility Under WIOA”
 - 20-02, “Soft Skills Instruction and Activity Code”
 - 20-11, “Follow-up Services for WIOA Title I Program Participants”
 - 20-14, “Required Use of SCWOS for Referrals”
 - 20-15, “Participant Eligibility for WIOA Title I Programs”
 - 21-01, “Advanced Individual Fund Tracking Module”
 - 21-03, “TAA and WIOA Dislocated Worker Program Co-enrollment Policy”
 - 21-04, “Required Use of SCWOS Greeter in SC Works Centers”
 - 21-06, “SC Works Certification Standards”
- SC State Guidance Documents: <https://scworks.org/workforce-system/document-directory>
 - South Carolina's Workforce Innovation and Opportunity Act State Plan
 - ES Manual Revision 1 - January 2018
 - ES Manual Revision 2 - August 2019
 - Rapid Response Manual
 - ADA Checklist for Existing Facilities
 - Disability Access Checklist
- Labor Market Information
 - Community Profiles: <https://lmi.dew.sc.gov/lmi%20site/CommunityProfiles.html>
 - Publications and Reports: <https://scworks.org/labor-market-information/publications-and-reports>
- SC Works Online Services (SCWOS) – labor exchange and case management system for WIOA and TAA (Geographic Solutions) – <https://jobs.scworks.org>
- TEGIs issued by US DOL - <https://www.dol.gov/agencies/eta/performance/tegl>
 - TEGI 04-15: Vision for the One-Stop Delivery System under WIOA
 - TEGI 08-15: Operating Guidance for WIOA
 - TEGI 10-16 Change 1: Performance Accountability

- TEGL 16-16: One-Stop Operator Guidance for American Job Center Network One-Stop Operator Guidance for American Job Center Network
- TEGL 19-14: Vision for the Workforce System and Initial Implementation of WIOA Vision for the Workforce System and Initial Implementation of WIOA
- TEGL 19-16: Guidance on Services provided through the Adult and Dislocated Worker Programs under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Service (ES), as amended by title III of WIOA, and for Implementation of the WIOA Final Rules
- The Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law (Pub. L. 113-128)) Title I and III, enacted July 22, 2014
- WIOA Regulations at 20 CFR parts 651, 652, 680, and 682
- Title 38 United States Code (38 U.S.C. 4213)
- Definition of Terms – reference WIOA sec. 3 and 20 CFR 675.300 for a full list of definitions

PART 4: PROPOSAL APPLICATION & SUBMISSION INSTRUCTIONS

A. Format for Application

Applications are to be prepared simply and, in a manner, designed to provide a straightforward presentation of the bidder's capability and intention to satisfy the requirements of this RFP. Therefore, the bidder's application must follow the RFP format as closely as practicable. Failure to provide all the information requested by the RFP may result in the application being deemed non-Responsive and thus eliminating it from funding consideration.

Proposal Format Requirements

- Font: 12-point, Arial
- Paper/Pages: 8 ½ x 11 inches; numbered; 1-inch margins
- Each proposal must include a table of contents with numbered pages
- Include the name of submitting organization at the top right corner of each page and reference the RFP # and title

B. Required Forms

The RFP and all RFP forms are posted at: <http://www.worklinkweb.com/welcome/request-for-proposals/>
The bidder should follow the Proposal Checklist to put the proposal together.

- Proposal Checklist (Form A)
- Proposal Cover Sheet (Form B), with signatures
- Proposal Table of Contents and page numbers
- Program Narrative

- Memoranda of Agreements or Understandings with Partners (if applicable)
- Subcontractor Description (if applicable)
 - Attachments: MOA/contract with description of services and costs
- WorkLink Budget Forms (Form C)
 - Attachment: Budget narrative
- WorkLink Master Summary of Goals (Form D)
 - Attachment: Sample Board/Committee Report/Dashboard
- Upper Savannah Budget Forms (Form C)
 - Attachment: Budget narrative
- Upper Savannah Master Summary of Goals (Form D)
 - Attachment: Sample Board/Committee Report/Dashboard
- Past Performance (Form E)
 - Attachments: Performance Summaries, Monitoring Reports (& Replies), and Financial Audit
- Organization Reference Chart (Form F)
 - Attachments: three or more letters of support from partners and/or employers
- Conflict of Interest Form (Form G)
 - Attachment: Bidder’s conflict of interest should be filled out, the Board member conflict of interest is for information only
- Proposal Rating Sheet (Form H)
- Compliance Documents (Form I)
 - Attachments: Complete forms and attach requested exhibits
- Other (if applicable) – For other attachments or exhibits not otherwise specified and is necessary for the best representation of your proposal, include them in this section.

Note: Failure to include all of the required components in the order of the proposal checklist will result in a reduced score or disqualification. WorkLink WDB will not advise a bidder (outside of preliminary review) that his/her proposal is incomplete prior to rating or disqualification.

Required Signature

The original application must be signed and dated by a representative of the entity authorized to commit to the provisions of the RFP. **Unsigned and undated Applications will be rejected as being non-responsive.**

C. No Request Proposal Reply

Any person or entity that receives a notification of the release of the WorkLink & Upper Savannah RFP 22-WIOA-02, but elects not to submit a proposal, should send a letter stating their intent to not submit a proposal to the WorkLink Workforce Development Board by the cited deadline for receipt of applications on January 9, 2023. Individuals or entities who do not reply with either an application or “Letter of Non-Reply”

to the Contract/Grant Application Request will be removed from the Bidder's List and must re-apply in writing to again be placed on the Bidders' List. A "Letter of Non-Reply" should include a request to remain on the Bidder's List or your agency will be removed.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Bidder's responsibility to ensure that its proposal arrives on or before the specified time.

All proposals and materials submitted become the property of WorkLink WDB. All proposals shall be submitted in the name of the entity with legal authority to execute the contract should it be awarded.

Submitting Confidential Information

Bidders should be aware that proposals are subject to the Freedom of Information Act (FOIA). If any proposal contains trade secrets or other information which is proprietary by law, the bidder must notify WorkLink WDB of its request to keep that information confidential.

- For every document the bidder submits in response to or with regard to this solicitation or request, the bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that the bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410.
- For every document the bidder submits in response to or with regard to this solicitation or request, the bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that the bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.
- For every document the bidder submits in response to or with regard to this solicitation or request, the bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that the bidder contends is protected by Section 11-35-1810.

All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, WorkLink may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page.

By submitting a response to this solicitation or request, the bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents

submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

In determining whether to release documents, WorkLink will detrimentally rely on the bidder's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, the bidder agrees to defend, indemnify and hold harmless the SC Appalachian Council of Governments, the WorkLink WDB, Upper Savannah Council of Governments, Upper Savannah WDB, the State of South Carolina, its agencies, and their officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the SC Appalachian Council of Governments, the WorkLink WDB, Upper Savannah Council of Governments, Upper Savannah WDB the State of South Carolina or any of their agencies, that the bidder marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

Submission requirements:

1. All bidders must submit a proposal original (not duplicated from other sources) and developed within the past forty-five (45) days.
2. Each bidder is to submit an electronic copy of the proposal.
 - The electronic copy must be identical to the original offer.
 - File format should be compatible with Microsoft Office (version 2010 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer.
 - The RFP Contact must be able to view, search, copy and print electronic documents without a password.
 - Also submit an electronic, redacted copy of the proposal if applicable.

If your bid includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the section entitled "Submitting Confidential Information," you must also submit one complete electronic copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted in a file format that is compatible with Microsoft Office (version 2010 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. Except for the information

removed or concealed, the redacted copy must be identical to your original offer, and the RFP contact must be able to view, search, copy and print the redacted copy without a password.

Document Naming Requirements

The final proposal document(s) should be named as follow: The Solicitation number and the name of the Organization. If the proposal package is to be submitted in parts, each resulting document must be appropriately identified as to its relationship to the set, e.g., 1 of 2. (Example: "RFP 22 WIOA 02, ABC Co., part 1 of 4 parts.")

For those also submitting a redacted copy, please clearly mark the redacted documents with either "R" or "Redacted." (Example: "RFP 22 WIOA 02, ABC Co., part 1 of 4 parts, Redacted.") **Note that redacted copies do not replace the original copy. If an original copy is not submitted, your response will be determined non-responsive.**

Bidders are to select one of the four options listed below to submit their electronic proposal:

Option A - Email submission (submit one copy of the original)

- The email subject line must be labelled in the following manner: Identifier and name of solicitation, "Final Proposal Submission", Name of Submitting Organization.
Example: 22-WIOA-02 Adult/DW Program Services, Final Proposal Submission, ABC Co.
- If the final submission is to be submitted in multiple emails, please include the following in the email subject: "Email # of # Emails."
Example: 22-WIOA-02 Adult/DW Program Services Final Proposal Submission, ABC, Co.,
Email 1 of 4 Emails.
- There are no requirements surrounding the body of the email.

Option B - WorkLink DropBox (submit one copy of the original)

- The proposer may submit through DropBox. Please email the RFP Point of Contact for directions on how to submit using this method.

Option C - Other arranged by Bidder (submit one copy of the original)

- The proposer may email the RFP Point of Contact of this solicitation to arrange for alternative methods for submitting the electronic copy. The proposer must make this method available through their own means. No electronic copies will be accepted from questionable file sharing transfer sites.

For those submitting their electronic copy using Option A, B, or C:

To ensure that your proposal package was received electronically, the bidder must send a separate email after submission confirming the proposal is ready for review. The bidder should include

pertinent information regarding the submission, such as how to access the proposal and the number of documents that were submitted. (Example: "ABC, Co has uploaded four documents to the WorkLink Dropbox in response to solicitation 2022 WIOA 02. Please confirm receipt.")

WorkLink will reply with an email acknowledging receipt. It is the bidder's responsibility to begin submitting documents well in advance of the due date/time to prevent missing the deadline.

Option D - USB drives. (One electronic copy per hard copy proposal)

- Submit the number of copies indicated below in number 3 (should be the same as the number of hard copies, including one original.)
- Every USB drive must be labeled with the solicitation number and the offeror's name. If multiple USB drives are submitted, each USB drive in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2.
- For redacted copies, include either a separate USB flash drive labeled using the original naming convention with the word "Redacted" added to the label, or include the redacted documents (clearly labeled) on the USB flash drive marked "Original."

Facsimile transmitted proposals will not be accepted.

The electronic copy must be submitted by the due date/time; **failure to do so will result in non-response**. For those submitting through file transfer, bidders are strongly encouraged to submit the electronic copy of the proposal early.

3. Each bidder is also to submit an original and thirteen (13) copies of each application under seal. (Handwritten copies will not be accepted.)

The original of each application should have an original signature and be clearly marked "Original Copy" on the outside of the binder. All others should be clearly marked "Copy."

Each copy of the application should be bound in a single volume. All documentation submitted with the applications should be bound in that same single volume. The resulting format should be easy to use for reading and reviewing proposals. Acceptable binding methods include: three-ring binders, thermal binding, screw binding posts, comb binding, wire binding, coil binding, pressboard report cover with prong fasteners, or other similar types of bindings. Do not use: binder clips, staples, file folders, or binder rings as these are less sturdy.

If submitting an electronic copy via USB flash drive, include it with the hard copies, ensuring that it can be easily accessed but not easily separated from the single bound volume. (Example: a sealed envelope

containing the flash drive attached to the bound volume; a clear, resealable pouch included in the three-ring binder; or similar.)

The bidder is required to have typed or legibly written on the envelope or wrapping containing the proposals the RFP number, the RFP date (January 9, 2023), and the program and activity for which funding is being requested.

SUBMIT TO: WorkLink Workforce Development Board
Attn: Jennifer Kelly, Assistant Director
1376 Tiger Blvd, Suite 102
Clemson, SC 29631
jkelly@worklinkweb.com

LABEL: Outside of sealed proposal package must be marked in accordance with this example:

ABC, Inc.
100 My Road
My Town, State 55555
RFP #22-WIOA-02, January 9, 2023
Adult/DW Program Services

DUE DATE: **January 9, 2023, 1:00PM (EST)** (applies to hard copies and electronic copies)

This RFP does not commit WorkLink nor Upper Savannah WDB to pay any costs incurred in the preparation of a response to this proposal request, and the bidder agrees that all costs incurred in developing this proposal are the bidder's responsibility.

Reasons for Due Date extensions:

If an emergency or unanticipated event interrupts normal operation of the WorkLink WDB so that hard copies of proposals cannot be received at the office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of hard copies of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. Helpful information may be found here: WorkLink follows Pickens County's closing schedule, <https://www.co.pickens.sc.us/>.

If WorkLink WDB experiences an internet outage or other similar technology related issue so that electronic copies of proposals cannot be received by the exact time specified in the solicitation, the time specified for

receipt of electronic copies of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first workday in which WorkLink WDB has restored internet or technological functionality on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening.

If WorkLink or Upper Savannah WDB is closed due to emergency or if WorkLink or Upper Savannah WDB experiences an internet outage or other similar technology related issue at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

PART 5: PROPOSAL NARRATIVE INSTRUCTIONS

Please format your narrative responses in the same order as the sections listed here.

I. Program Proposal Synopsis (*Limit to 1 page*)

- Provide a brief statement of what the proposer intends to accomplish as the provider of Adult/DW services if awarded a contract and how it will specifically benefit the WorkLink and/or Upper Savannah regions.
- Describe your organization's vision of the Adult/DW program for the WorkLink and/or Upper Savannah regions. Include target customers, key locations, services, associated service strategies, and SMART goals. Complete the Master Summary of Goals – Form D and summarize your primary goals here.
- Clearly identify the number of participants to be enrolled into the WIOA Adult/Dislocated Worker program, and if applicable, the number of those that will be from priority or special populations.
- Clearly identify the number of participants to be enrolled into WIOA funded training services and supportive services.
- Clearly state your case management to participant caseload ratio.
- Describe why your organization should be chosen to deliver services in the WorkLink and/or Upper Savannah region.

II. Experience, Capacity & Past Performance

A. Experience

- Briefly describe your organization. Include the size of the proposing organization (total number of employees); number of years in operation; a description of current employment and training programs you are currently administering (or if no current active programs, those your organization has operated within the last two years), and where those programs are geographically located, and denoting whether they are federally funded.
- Describe the resources and expertise your organization has in operating a workforce employment and training program of comparable size and scope. Include technological, management, administrative, and staff capabilities, and direct or related experience providing daily and long-term

strategic oversight of fiscal, facilities, personnel, and service delivery components of an employment and training program.

- Give a brief summary of a similar project that you have implemented along with benchmarks that you have achieved. Describe your experience implementing and managing an employment and training program. Provide at least three contacts for similar projects that the evaluation committee may contact for references (Form F, Organization References) and attach three letters of support from pivotal partners and/or employers.
- Give examples of projects that you have worked on that have been innovative along with outcomes. If there are no examples of innovation, provide examples of projects that you have implemented best practices and how it impacted outcomes.
- Describe your experience in managing and accounting for multiple federal, state, and local funding sources in accordance with Generally Accepted Accounting Principles (GAAP). Provide a summary of federal dollars that your organization is currently managing.
- Describe your experience administering and tracking ITAs, Supportive Services, and other associated participant costs from initial obligation to voucher/invoice issuance to final payment. Include your process for following up on outstanding vouchers or invoices that have pending or missed deadlines. Provide a sample report that might be used to show ITA obligations, vouchers or invoices that are pending payment, cumulative payments, and remaining balances against budgeted line items.

B. Financial and Administrative Capacity

Provide a brief description of the fiscal and administrative team and how they will support the WorkLink and/or Upper Savannah region, including an overview of how local program management/frontline staff will be involved in the fiscal processes, including budgeting and tracking obligations, accruals, and expenditures.

Describe in detail the applicant's financial management system, demonstrating the organization's ability in each of the following areas:

1. *Effective control and accountability over workforce development assets* (funds, property, other workforce development assets) – Describe how the financial system that is in place will maintain effective control and accountability over all funds, property and other workforce development assets including the adequate safeguard of such assets.
 - Describe internal controls that have been put into place to safeguard against fraud and mismanagement of funds.
 - Describe any programmatic and/or fiscal monitoring findings. Provide a Certified Audit Financial Statement. The Audit statement must be based on a fiscal period not more than eighteen (18) months old at the time of submission, certified by an independent certified public accountant. Please share if the audit contains any exceptions or recommendations.

- Describe how you track property, including any property handbooks or policies that have been developed. Provide a copy of your procurement policy that would apply to a federally funded grant.
 - Describe the Proposer's ability and method it would use to repay disallowed costs if such disallowances are identified in the monitoring or audit of the contract.
 - WIOA funds are distributed through a process of drawdowns from DOL and then from the State to the WDB's Administrative Entity then to the successful bidder. This process may be lengthy. Describe the organization's ability to fiscally cover the time between expense and payment (typically 20 to 30 days).
2. *System's capability of generating financial information* – Describe the system's reporting capabilities (including fiscal staff's knowledge and experience as well as the financial system that will be used) as it relates to generating all financial information needed for submitting invoices and required reports, including data needed to monitor and evaluate, and if necessary, modify program performance.

Applicants must operate a system that satisfactorily accounts for and documents the receipt and disbursement of all workforce development funds. While a separate accounting system is not required, each selected provider must maintain financial records that adequately identify the source and application of all workforce development funds.

3. *Source documentation* – Describe the bidder's process for ensuring that accounting records are supported by source documentation for each transaction, detailing how you ensure that records are traceable to documentation and maintained in such a manner as to provide a complete and accurate audit trail during any internal or external examination.
4. *Administrative Role*
- Describe the process used to track staff time spent on this project if awarded, including a description of software that may be used to track their time. Provide a copy of your holiday schedule.
 - If staff will be eligible for raises or bonuses during the contract period, describe how the raise or bonus determined, and how it's implemented.
 - Describe benefit packages that will be made available to employees, and when they will be eligible to receive those benefits. How are the various rates calculated for each benefit, including health insurance, unemployment insurance, workers compensation, retirement, etc.?
 - Provide an organizational chart inclusive of all executive staff to frontline staff.

5. *Internal Monitoring/Technical Assistance*

Describe how you will internally monitor program design, policy, and procedures, and provide technical assistance to staff to ensure that program operations are conducted in compliance with the WIOA Final Rules and Regulations, WIOA performance measures, and any contractual/grant agreement resulting from this Request for Proposal, both programmatically and financially. How often monitoring will occur and whether there will be formal or informal written reports. Include how you will monitor ADA compliance and anti-discrimination in program service delivery. This should be addressed both from the upper program management/support level as well as on the local level. Include how you will pursue innovation and best practices and denote any point person that will be responsible for leading this effort.

C. Staffing Plans

- Using the **Staff Allocation Plan in the Budget Template**, provide a staffing plan for the WorkLink and Upper Savannah regions. Clearly denote staff that will be shared between WorkLink and Upper Savannah, and staff that will be fully dedicated to each specific area. Include a percentage of each person's time for WorkLink, Upper Savannah, and other projects. (All staff should match the Staff Allocation Plan as presented in the Budget Template.) Include all staff that will be fully or partially funded under this project. Denote supervisory roles and show indirect support from fiscal and administrative staff and how they fit into the staffing plan.
- Using your staffing chart, describe your staffing plan in detail. Include the following:
 - Provide the associated job description and title for each fully or partially funded position, including education and work experience requirements. Provide a copy of existing staff's resumes. *For new providers, also include a description of your start up timeline and plans for hiring qualified candidates.*
 - Provide the % of time each staff will spend on each region's project associated with this RFP, on other grants in each of these regions, as well as other outside activities.
 - Denote which positions will be in-person vs. remote, giving the % and unit of time the percentage is based on. (i.e., Accountant 100% remote all year. Program Manager 50% remote, 50% in-person per week.) These percentages should be based on the billable hours for WorkLink, and not total hours worked in a week.
 - Denote which positions will be co-located in an SC Works Center and those that will have alternate workspace locations.
 - For co-location at one of the SC Works Centers, include each position, describing their workspace needs (permanent office, temporary private space such as a cubicle, etc.), the desired SC Works Center location(s) in which they will report, and % of time that they will report to each desired location.
 - For those not reporting to an SC Works Centers, include each position, indicate if remote and/or provide the alternate location address(es), and the % of time remote/alternate location(s).

- Include copies of any telework or remote work policies that your organization has adopted. Describe which employees are eligible for telework or remote work, and the circumstances that they may be eligible for telework or remote work.
- Describe your staff development plans.

D. Past Performance

- Describe your past performance managing Adult/DW programs or comparable experience. Complete Form E, Past Performance.
- Provide best practices, success stories, accomplishments, current projects or progress towards deliverables, and lessons learned from your experience managing similar projects.
- Attach to Form E, Past Performance:
 - (1) A copy of the most recent WIOA annual performance summary or Rolling 4 Quarters Performance Summary, highlighting the region and/or fund stream that your project impacted.
 - (2) A recent monitoring report of a project similar in scope to this RFP.
Acceptable documents may be a summary or goals and outcomes presented to a board of directors (such as a report detailing progress towards specified deliverables) and/or a monitoring report issued by an independent organization (such as a local area monitoring report or a state monitoring report of WIOA activities in a local area). If a corrected action plan was required, attach the response to the monitor's request.
 - (3) Attach a copy of your most recent Financial Audit.

III. Program Design

Bidders are encouraged to use graphics and charts to accompany descriptions as it relates to relationships, processes, and locations.

In letters B – H of this section, the Bidder is to develop their response to address the following:

- A description of the Bidder's vision for the delivery of Program Services in the WorLink and/or Upper Savannah region;
- How their vision supports the Scope of Services described in Part 3 of this RFP as well as the deliverables described, WorkLink's and/or Upper Savannah's Local Plan, One Stop Certification Standards, and/or Memorandum of Understanding.
- A solid, realistic plan to carry out this vision based on SMART goals. The specifics of each SMART goal should be included in response to each topic along with key objectives and timelines.
- Include evidenced based best practices or innovative ideas in your responses.
- Include how you will use technology to deliver services.
- Include how you will leverage partnerships and resources.
- Include how you will research and collect relevant data from reputable sources to drive positive changes in the delivery of WIOA Program Services in the WorkLink and/or Upper Savannah region.
- Include how you will share appropriate resources between WorkLink and Upper Savannah.

A. Start-Up Plan

For proposers not currently providing One Stop Operator services, describe your start-up plan and proposed transition period, including a timeline of events and staff training planned or anticipated.

B. Customer Flow Chart

Provide a flow chart (from the customer's perspective) of how you envision WIOA program services to be delivered. At a minimum, the following must be included:

- WIOA Eligibility Determination
- Enrollment
- Assessment
- Individual Employment Plan (IEP)
- Job Placement
- Follow-up Services

The bidder should incorporate into their customer flow chart any **key** services (and strategies) that will be required of or provided to **all** customers within the following categories:

- Basic Career Services
- Individualized Career Services
- Training Services

Bidders may add to these categories as appropriate. The categories or services to be addressed are not required to be offered in any particular order outside of the WIOA rules and regulations and guidance provided by State policies.

C. Program Services & Strategies

Using the customer flow chart, describe in further detail your program design, elaborating on service strategies. Be specific, giving as complete a picture of the services participants will be able to access as possible. (Do not just address the bullet points here.)

- Include in your response each basic career service, individualized career service, training service, job placement service, supportive service, and follow-up service that will be key to your design.
- Include strategies you will use to deliver these services and any key locations, assessments, software, tools, and resources. Include which services will be offered in-person by location, remotely, or a combination of both. Denote which services will be required of all participants vs. on an as needed basis.
- For those career services not key to the successful delivery of your program, describe how those services will be addressed either directly (such as on an ad hoc basis) or indirectly through partners and how you envision them integrating with your program design. Include key partnerships, describing the roles both parties will fill and the division of responsibilities. Include which services will be offered in-person, remotely, or a combination of both.

- Include what role the One Stop Operator will have in the program design and service delivery. Expound on how you will be part of the SC Works System as a whole.
- Include how you ensured your program design was customer-focused and how it will achieve WIOA performance measures.
- Describe your target customers, including priority and special populations that you believe are key to the WorkLink and/or Upper Savannah communities. Include how you will ensure all WIOA program information and services are non-discriminatory and accessible, including those that speak languages other than English and providing accommodations for participants with disabilities.
- Provide a SWOT analysis of your program design, including specifics of how you will address weaknesses and threats.

D. Sub-Contracts

If the bidder is planning to sub-contract for any portion of the services described in this RFP, please include a detailed description of the Sub-Contractor, services to be delivered, implementation dates, and expected outcomes.

E. Case Management

Describe your case management philosophy, and how it leads to the goal of self-sufficient employment for participants. Include how you will:

- Participate in Rapid Response events and handle WIOA intake for mass layoffs.
- Include career pathways and LMI data in everyday case management.
- Determine basic skills deficiency for participant eligibility.
- Track priority of service for adult funded participants.
- Determine need for career services, training services, and supportive services.
- Determine co-enrollment and the process that will be used to co-case manage with other partners and/or programs.
- Accurately track and follow-up on the referrals both incoming from and outgoing to partner organizations.
- Address soft skills and job retention skills with participants.
- Ensure customer choice.
- Work with participants to find and/or be placed in employment. Include how you will work with work-based learning programs, such as apprenticeships, OJTs, internships, work experiences, customized trainings, etc.
- Determine when a case should be closed.
- Conduct follow-up for the required four quarters under WIOA performance measures. (Be specific.)
- Track customer satisfaction, manage difficult or angry customers, and address complaints.
- Manage files and appropriate documentation. Include your case note expectations.

Clearly state your case manager to participant ratio (provide a range for caseload levels) and how you will manage those caseloads. Caseloads should include the number of cases regardless of status (active or follow-up).

- Describe your rationale for this case manager to caseload ratio, including an estimated breakdown of staff time during a specified timeframe. (For example purposes only, each month a case manager will spend approximately 10% of their time on outreach activities, 75% on direct client services, 10% on data entry, and 5% on staff training.)
- Describe whether case management will be provided from intake to follow-up or through a hand-off system. Include who will be responsible for which services and how files will be tracked.
- Describe how you will maintain those caseloads and manage any caseloads that are too small or too large.
- Describe your enrollment goals and your methodology for how you arrived at this number.
- Describe how many participants you anticipate training (including supportive services) and your methodology for how you arrived at this number.
- Confirm your commitment to enroll, case manage, and administer supportive services on behalf of eligible participants that plan to participate in work-based learning opportunities under the One Stop Operator RFP.

F. Outreach & Recruitment Plan

- Describe how you will conduct outreach in the WorkLink and/or Upper Savannah area, promoting the WIOA Adult/Dislocated Worker program. Give a timeline and detailed explanation of what methods would be used.
- Describe how the Proposer will ensure that target customer groups in local communities are aware of the SC Works and WIOA services. Describe how you will conduct outreach to hard-to-reach communities and to priority populations within the WorkLink and Upper Savannah regions, utilizing the priority and special populations list to formulate your response (see 20 CFR 680.600 through .660).
- Describe what relationships, partnerships, and community group organizations are essential to your outreach plan.
- Describe what innovative outreach methods will be used in the community to promote awareness of WIOA Program services.

PART 6: BUDGET & BUDGET NARRATIVE INSTRUCTIONS

A. Budget

All bidders must complete and include two Budget Forms (Form C) in their final submission. One for WorkLink region expenses and one for Upper Savannah region expenses.

All costs related to the program activities described in the program design must be included on the Budget Forms. The line-item description must include the type of cost and be representative of the cost category under which the cost is allocated. If applicable, bidders are required to assign a monetary value to in-kind/cash match and indicate them in their budget narrative.

For planning purposes, the Bidder should request no more than:

WorkLink: \$600,000 under this RFP. (Adult and Dislocated Worker Funding.)

The WorkLink WDB will enter into contracts for services beginning July 1, 2023, and ending June 30, 2024, with options for extension. A start-up period of a Service Provider not currently operating in the WorkLink area will have the opportunity to begin their contract on June 1, 2023.

Upper Savannah: \$654,201 under this RFP. (Adult and Dislocated Worker Funding.)

The Upper Savannah WDB will enter into contracts for services beginning April 1, 2023, and ending June 30, 2024, with options for extension.

B. Instructions for Completing Budget Forms

The **Budget Summary** is a summary of allowable major cost objectives or categories by line item.

The **Budget Detail Summary** shows a single page snapshot of the cost categories included within each line item.

The **Staff, Operational Costs, and Participant Related Costs Worksheets** (included in Form C – Budget forms) present a detailed cost and price analysis of the individual allowable cost by line item and cost objectives/categories, as contained in the Budget Summary and auto calculated in the Budget Detail Summary.

- The Budget Summary and subsequent worksheets are laid out in unison.
- The Staff, Operational Costs, and Participant Related Costs Worksheets should be completed first.
- The total of each appropriate line item should auto-transfer to the corresponding line item on the Budget Summary and the Budget Detail Summary. Bidders should double check all formulas and math for correct calculations.
- The worksheets are set up with formulas so that by filling in the yellow shaded cells, the non-yellow cells should automatically fill in.
- The totals are set to fill in the Budget Summary page as well as the Budget Detail Summary page.
- If an error is detected in the worksheet formulas, please contact WorkLink to report the problem.

The **Client Flow** and **Budget Flow** are projections of the participants to be served and funding to be spent throughout the year. Care should be taken in completing these forms.

- The Client Flow should give an accurate representation of enrollments into the WIOA program and a forecast of when exits may occur. Client Flow projections should directly link to budgeted amounts and the anticipated caseload should be used in determining staffing needs.
- The Budget Flow should give an accurate representation of when expenditures are anticipated to occur.

Successful Bidders will be held accountable for the planned outcomes stated in their response to this RFP. The planned outcomes will be negotiated between the contractor between the contractor and WorkLink and/or Upper Savannah at the beginning of every program year and becomes part of the contractual agreement.

The **Staff Cost Allocation Plan** worksheet is included for planning purposes and must be completed per guidelines established in 2 CFR 200.

C. Budget Narrative/Justification

A Budget Narrative is required to substantiate the costs included in the Budget Forms. One should be provided to accompany the WorkLink WDB budget and one should be provided to accompany the Upper Savannah WDB budget.

General Guidance

- The budget narrative should reflect all budgeted expenditures, reflected in the items listed on the Staff, Operational, and Participant Related Costs in the budget.
- Show your math and describe the amount, the units, and how the requested item supports the goals of your program design.
- The information should be sufficiently detailed to address all potential concerns with respect to cost and need.

WorkLink Budget Requirements:

40% or more of requested funds should be allocated to participant costs. Participants costs are line items reflected in the Participant Related Costs worksheet.

Upper Savannah Budget Requirements and Availability of IT for start-up

At least 38% of requested funds should be allocated to direct participant costs. In addition, Upper Savannah is reserving up to \$20,000 of Adult/Dislocated Worker Resiliency Funding to pay for laptops, scanners, and other IT needs for staff startup. Do not include such costs in the budget (unless it is anticipated that it will be more than \$20,000 and the balance is requested.)

Bidders should include all anticipated costs that will be incurred during the grant award period. No charges outside of the planned budget will be reimbursed.

- Grant Recipients will not be reimbursed for expenditures over 110.0% for the following line items/cost categories: Salaries, Operational Costs, Classroom Training, Supportive Services, Other Participant Related Costs, and Sub-Tier Agreements.
- Grant Recipients will not be reimbursed over 100.0% of the following cost categories: Fringe Benefits, Training Fees/Professional Fees/Profit, and Indirect Costs.

Any expenditure that will exceed the approved line-item amount must not occur prior to a modification to the grant award by the Board, otherwise these reimbursement requests will be denied.

Budget Narrative Format

Throughout the narrative, clearly label what costs will be shared between WorkLink and Upper Savannah and the proposed split. Only include WorkLink's amount to be funded in the WorkLink budget template and Upper Savannah's amount to be funded in the Upper Savannah budget template.

The Budget Narrative should be developed in the following order:

1. **Staff Costs** - Staff salaries and associated fringe benefits necessary for direct service delivery.
 - This category does not include subcontracted professional services or staffing. These costs should be allocated to the "Other Operational Costs" category and detailed/described in the line item for each cost.
 - Please note positions related to fundraising are not allowable under WIOA.
 - Federal guidelines must be followed regarding Salary and Bonus Limitations as stated in Public Law 113-76 Section 105. See Training and Employment Guidance Letter No. 5-06 for further clarification.

Staff Budget Narrative (Justification): List each position by title and a brief job description including the function and responsibilities of each position. List positions in same order as in the Staff worksheet. The calculation should reflect the hourly wage x the planned hours of work for the grant period x the percent of time spent on work performed under this RFP.

Applicants must complete the Staff Cost Allocation Plan - Describe in detail any cost allocation plan utilized when costs are chargeable to more than one cost category, or to more than one program and/or funding source. Identify common costs. Applicants must follow the guidelines established in 2 CFR 200. A Cost Allocation Plan worksheet has been included in the Budget Worksheets – Form C. Bidders must fill out the Staff Cost Allocation Plan and submit with the Budget. The Staff Cost Allocation Plan and the Staff worksheet must match. If there are any differences, those should be explained as part of the narrative.

For fringe benefits, list each item included in Fringe Benefits, the cost basis on which fringe benefits are calculated, and the rates that are used for each. Show the math calculation. Include whether or not any rates or anticipated costs may be variable in nature.

If there are anticipated adjustments to any staff salary or fringe benefits during the budget period listed under this RFP, the bidder MUST include those in the proposed budget. The bidder should include in their narrative an explanation of when anticipated changes will occur and overall effect on the salaries/fringe benefits.

2. **Operating Expenses:** General costs to support WIOA program staff (separate from facility costs), including data processing costs, communications, expendable supplies and materials, outreach, staff training and technical costs, staff travel, and other related costs. Professional services may be included in this category.

Include the following sub-categories if applicable:

- a. **Facilities Costs** - For rent, show the calculation for the space. If there are MOAs, contracts, or leases associated with the rental of space, include those as exhibits. *Please review each WDB's MOU carefully. This line item should only be used to cover any new staff costs or service delivery locations described in the Bidder's proposal.*
- b. **Non-Expendable Equipment Costs** - *Please note that any item with a unit cost of \$5,000 or more will require prior written approval from the WDB funding the request.* Computer and printer equipment may be categorized as expendable supplies and materials, bidders should review this carefully and include in the appropriate cost category.
- c. **Data processing costs** – includes software and/or internet-based service costs, private networking costs, and others associated with the effective management and administration of the WIOA program. Note these items must be in direct support of WIOA case managers and participants.
- d. **Communications**
- e. **Expendable Supplies and Materials**
- f. **Outreach**
Using the outreach plan developed in the proposal narrative, include any outreach items that will be funded under this proposal. Provide a cost estimate for each item, number of units to be purchased, and frequency to be purchased.
- g. **Staff Training and Technical Costs** – For formal training and conference expenses, provide training and/or conference details such as the name of the training or conference, dates, locations, and the number of staff to attend. Include registration fees and training costs.
- h. **Staff Travel (both local and out of area):**
 - o *Local* – transportation costs for staff within the specified region the staff person is assigned to;

- *Out of area* – out-of-town travel related expenses for professional staff development; include all associated fees, tolls, meals, hospitality taxes, and transportation costs.
- *Provide a copy of your travel policy.*

i. Other Operational Costs

Operating Expenses Budget Narrative: As applicable, for each item list the number of items and the unit cost for each item. An alternate method of calculation, such as cost per unit of item (e.g., month or annual cost) or per staff would also be acceptable. Include shipping, handling, taxes, and other fees when calculating each item.

3. **Classroom Training Costs:** Individual Training Account (ITA) Costs directly related to individual participants tuition and fees incurred to achieve program objectives. Breakout separately High School Diploma and Basic Skills related training, and pre-requisite training costs for the ITA line item. Include any other types of classroom training costs not otherwise included.

Classroom Training Budget Narrative: As applicable, for each item list the unit cost for each item x the number of instances each participant will utilize the service/activity x the total number of participants.

4. **Supportive Service Costs:** General costs to support WIOA individual participants while in a training activity, including transportation, childcare/dependent care, medical related expenses, legal aid services, classroom training related supplies and materials, occupational related exams/fees, work-based learning training related*, Needs-Based Payments, and other supportive services not otherwise listed above.

**The Business Services position is being procured separately. Business Services will be able to provide OJT, transitional jobs, work experience, limited internships, and similar work-based learning opportunities. The recipient of the grant award described under this RFP will be required to enroll referred eligible participants into the WIOA program and administer WBL supportive services in coordination with WBL activities administered through the Business Services grant award.*

Supportive Services Budget Narrative: List each type of item with a unit cost x number of units. Number of units should be related to the number of participants that will receive the item.

5. **Other Participant Related Costs:** Costs to support WIOA individual participants while in a training activity not other listed above. Assessment costs for TABE, Career Readiness Assessments, and other similar activities should be included in this cost category.

Other Participant Related Costs Budget Narrative: List each type of item with a unit cost x number of units. Number of units should be related to the number of participants that will receive the item.

6. **Sub-Tier Agreement:** Costs to be sub-granted to a provider of services for a specific purpose in support of WIOA program goals and will provide those services directly to WIOA participants. (Example: soft skills training.)

Sub-Tier Agreement Related Costs Budget Narrative: List each Sub-Tier Agreement and associated cost. For this category provide a thorough description of the services or activities to be delivered, the organization providing the services, and planned outcomes, including the number of participants to be served and the impact these services will have on achieving performance. Include the agreed upon budget and contract or MOA as an exhibit.

7. **Training Fees/Professional Fees/ Profit:** This category may include profit, professional fees, audit costs, insurance costs, etc.

Training Fees/Professional Fees/ Profit Budget Narrative: Provide a description and estimated cost associated with items listed under this category. For each item, list the number of items and the unit cost for each item. An alternate method of calculation, such as cost per unit of item (e.g., month or annual cost) or per staff would also be acceptable.

For those requesting profit – Under Cost Reimbursement contracts, criteria for profit may be established by the LWIOA and may be used to evaluate proposers request for payment of profit. Payment of profit to the selected proposer may be payable on a monthly, quarterly, mid-year, or end of year (closeout) basis. The proposer should propose criteria for profit based on SMART goals developed in this proposal and a schedule of payment as part of the budget narrative. Goals that are focused on achieving WIOA performance measures are strongly encouraged.

In order to earn profit allotted in the grantee’s budget, the grantee must provide trackable data and reports upon request in a manner that enables the LWDA to comply with requests and reporting requirements of SCDEW and USDOL and make timely payments to vendors and employers. All reports must be verifiable by WorkLink and/or Upper Savannah staff.

All criteria proposed must be Specific, Measurable, Achievable, Realistic and Timely (SMART goals). Profit margins should not exceed ten percent (10%) of the Contract. Criteria for Profit will be reviewed and included in negotiating final contracts.

8. **Indirect Costs:** This category may only be used by organizations with an Indirect Cost Rate approved by an authorized federal or state agency. A copy of the Indirect Cost Rate Proposal approved by the cognizant federal agency must be attached.

An award recipient that proposes to use federal grant funds to pay for indirect costs but has never received a federally negotiated indirect cost rate may elect to charge a de minimis rate of up to 10% of its modified total direct costs (MTDC) which may be used indefinitely.

Indirect Costs Budget Narrative: Please provide a simplified description of your indirect cost rate and how it will be applied.

9. **Budget Flow:** Planned Budget expenditures by month should be included in the Budget Flow chart tab.

Budget Flow Narrative: Provide a description of planned monthly expenditures and variances. The budget flow should not reflect the same amount to be spent every month. Careful forecasting for budget expenditures should be used.

10. **Client Flow:** Planned customer enrollments by month should be included in the Client Flow chart tab along with anticipated Exits from the WIOA program. A total anticipated caseload will automatically populate. Historical data from PY2021 was included for planning purposes.

Client Flow Narrative: Enter your planned monthly enrollments and anticipated exits into the chart. Calculate your anticipated cost per participant and include it in your narrative. Explain how you arrived at your cost per participant. Use your anticipated caseload numbers to justify the number of case management staff positions. (WorkLink prefers caseloads to be between 100 and 125 active and follow-up participants per case manager at any given time. If your anticipated caseload per case manager does not align with WorkLink preferences, provide a justification.)

11. **Participant Cost Rate:** Calculate the proposed Participant Cost Rate divided by the total amount you are requesting in your proposal. Provide an explanation as to why it meets, falls short, or exceeds 40% of the total budget.

12. **Cost Per Participant:** Calculate cost per participant and provide an explanation on how you arrived at this rate.

At the end of the Budget Narrative, please affirm the following:

- *General Liability Insurance* – Assure that all persons authorized to receive or deposit workforce development funds, or to issue financial documents, checks or other instruments of payment for job training program costs will be bonded for protection against loss. Identify all positions that are authorized to receive or deposit workforce development funds, issue financial documents, checks or other instruments of payment for workforce development program costs. The individuals in these

positions must be bonded in a minimum amount of the contract award. Identify the insuring agency, policy number, term of the bond, and the total dollar amount of the bonding coverage.

- *Record retention* – Assure that all financial and program records, including any supporting documents, will be retained for at least three years from the date of the WDB’s submission of close-out reports. Assure that if any litigation, claims or audits are begun prior to expiration of the three-year period that all records shall be retained until such litigation, claims or audits relating to the records have been resolved. Assure that records relating to non-expendable personal property that are authorized to be purchased with workforce development funds will be retained for at least three years after the final disposition of the property.
- *Invoices & reconciliation* – Assure that the actual and accrued expenditures will be reported on invoices and that reconciliation between actual and accrued expenditures will be conducted on a payment-by-payment basis.
- *Generally accepted accounting principles* – assure that the agency will utilize generally accepted accounting principles in order to account for and control all workforce development funds.
- *Program income and stand-in costs* – Any program income received as a result of this contract must be reported to the WDB. Program income must be used prior to payment of any workforce development funds. Assure that any program income earned as a result of the contract for services will be used for job training purposes only. The use of program income against workforce development services must be documentable and traceable through the financial system. It must be reported as part of the invoice.
- *Procurement* – In order to ensure fiscal accountability and prevent waste, fraud and abuse in programs administered under the Workforce Innovation and Opportunity Act, the applicant shall have a procurement system, which adequately provides, maximum, free, and open competition. To accomplish this, applicants must have a system which: 1) provides for full and open competition, 2) has written procedures for procurement transactions, and 3) has a code of ethical standards, which adequately provide for the avoidance of any conflict of interest.

PART 7: EVALUATION CRITERIA AND RATING SYSTEM

A. Evaluation Panel Briefing

The Chairperson of the Workforce Development Board (WDB), or his/her designee, will address each of the following areas with the review panel before the evaluation process begins.

1. Conflict of Interest – Does any member of the panel have a conflict of interest by sitting on the evaluation panel? The following are examples of conflicts of interest: (1) Part ownership in company; (2) Family member works for or has part ownership in company; and/or (3) any other reason a member of the evaluation panel cannot give an impartial decision. Upper Savannah’s policy specifies that if a member of the panel is also on the board of directors of an organization submitting a proposal, the member has a conflict.

2. Independent Evaluation – Each member of the evaluation panel must score each and every proposal independently. Members may not confer with each other in determining a score and no two proposals can be compared to each other for the purposes of determining scores.
3. Rating Structure – The evaluation points for each award criteria will be assigned before the evaluation process begins.
4. Documentation of Scoring – Each member of the evaluation panel must support their reasoning with appropriate documentation and explanation.
5. Oral Presentation – The panel may feel that an oral presentation is necessary to reach a final decision
6. Protest Hearing – All decisions by the panel are subject to protest. Each member and/or the whole panel may be called upon to explain or defend each rating.
7. Confidentiality – Anything discussed during the whole evaluation process is to be considered confidential.

B. Rating System

1. Program Proposal Synopsis – 5 points

- Does the mission, vision, and main purpose of the Bidder’s proposal match the goals of WIOA and the WDBs vision?
- Are the target groups clearly identified, to include priority populations, and does the proposer have the ability to reach these groups? Do they include the services to be provided and strategies that will be used to deliver the services?
- Has the proposer clearly outlined the goals and objectives of the program? Has the proposer described outcomes which are acceptable? Are the goals and planned outcomes SMART (Specific, measurable, attainable, realistic, and timely)? Are the goals and objectives consistent with the remainder of their RFP response?
- Does the application demonstrate an understanding of information requested and conform to the requirements of the RFP?

2. Experience, Capacity & Past Performance - 25 Points

Points will be given based on the proposer’s ability to demonstrate it has the resources and expertise to operate a federally funded employment and training program of comparable size and scope. Technological, management, administrative and staff capabilities along with physical space, location, and capacity of the program site are reasonable. The proposer demonstrates a history of successfully

implementing employment and training programs and achieving benchmarks. This includes evidence of established and strong employer and partner relationships, demonstrated experience placing jobseekers into employment and previous experience and performance on contract agreements of similar size and scope. If the bidder has not operated a WIOA program previously, the information provided, and experience described is for a similar type of employment and training center.

Experience

- In regard to delivery of service, does the proposer have the demonstrated background and experience in providing employment and training services to target customers, and specifically to categories of job seekers and workers with characteristics similar to those found in the WorkLink and/or Upper Savannah WDB's service area?
- Does the proposer have the successful experience in leading and managing employment and training programs?
- Does the proposer demonstrate through shared examples their ability to leverage partnerships and services to better serve customers?

Financial and Administrative Capacity

- Does the bidder have the administrative, fiscal, and reporting capacities to provide employment and training services in the WorkLink and/or Upper Savannah region? Does the description of the organization's financial processes and procedures indicate sound financial management? Are internal controls in place?
- Has the proposer demonstrated ability to safeguard federal funds? Does the proposer have the ability to repay disallowed costs if such disallowances are made in the monitoring or audit of the contract? Does the availability of this source and the amount available provide security the Workforce Development Board needs to contract with the entity?
- Does the proposer have a history which is not characterized by fraud or criminal activity of a significant nature? Does the proposer have a history which is not characterized by administrative deficiencies and/or disallowed costs? Does the proposer have a history which is not characterized by failure to comply with audit, monitoring, or reporting requirements that has been ongoing for two or more consecutive years?
- Do they have clear procurement and inventory tracking policies and procedures?
- Does the bidder have a clear method for tracking staff time? Are appropriate fringe benefits included and will they be made available to staff within a reasonable amount of time?
- Is the travel policy included and provides fair compensation for staff required to travel for work purposes?
- Are there policies and procedures in place to ensure fair and equitable treatment for all staff?

- Does the proposal include a clear plan for how they will self-monitor for compliance with the grant awards and the WIOA act and regulations, addressing both programmatic and financial components?

Staffing Plans

- Does the bidder have the organizational structure to properly administer the proposed employment and training program? Is organizational support (or corporate support) evident and adequate for the start-up period of a new contract? Does the support include ongoing technical assistance?
- Does the bidder include a current or proposed organizational chart and job descriptions for all budgeted staff? Does the proposed staff have the appropriate education and/or experience to provide the services outlined? For vacant positions, is the required education and experience of applicants sufficient to enable the proposer to carry out the services as described in the proposal?
- Does each position have a percentage of time allocated to the WorkLink and/or Upper Savannah region and is reasonable for successful operations and carrying out of the services described in the RFP? Is the ratio of proposed frontline staff compared to oversight positions appropriate?
- Do staff development plans include a variety of learning opportunities, methods, and topics relevant to job seeker and business services? Does it include online and in-person opportunities and a variety of workshops, conferences, seminars, professional organizations and/or other activities to stay current for workforce development related topics?

Past Performance

- Do the results of the proposer's most recent contract(s) demonstrate successful performance? Has the proposer demonstrated successful management of an employment and training program as demonstrated by successful relationships, positive outcomes, clean monitoring, and acceptable levels of customer satisfaction?
- Are the outcomes reported in Form E, Past Performance relevant to the scope of the RFP and indicative of success?
- Did the most recent monitoring of the organization require correction by the monitor or auditor? If yes, has improvement been realized in those areas and/or was the plan of correction acceptable?
- Is the latest applicable financial audit available in the proposal submission? If not, does the bidder explain the reasons why it was not included and seem reasonable? If present, is the audit clear of findings? If not, do the findings present a reasonable explanation and corrective action?

3. Program Design - 20 Points

A successful proposal will demonstrate the ability to design and effectively implement an employment and training program that will meet employers' and job seekers needs, inclusive of priority populations. Points will be awarded to proposers whose program design includes (1) the development and

maintenance of an employment and training program, (2) improving customer service satisfaction, and (3) providing quality, data driven services for employers and job seekers.

Start-Up

- If not currently a One Stop Operator in the WorkLink and/or Upper Savannah region, does the bidder include a start-up plan? Is the plan thorough and well thought-out? Are the timelines and goals associated with start-up reasonable?

Throughout the Program Design section, does the proposer address the following?

- A description of the Bidder's vision.
- How their vision supports the Scope of Services described in Part 3 of this RFP and in coordination with the deliverables described, WorkLink's and/or Upper Savannah's Local Plan, One Stop Certification Standards, and/or Memorandum of Understanding.
- A solid, realistic plan to carry out this vision based on SMART goals. The specifics of each SMART goal should be included in response to each topic.
- Has the Proposer clearly outlined the SMART goals and objectives associated with effective implementation? Has the Proposer proposed specific metrics to measure performance levels (units and quality of service)? Are associated timelines appropriate and achievable?
- Does the proposer offer any innovative approaches that further workforce development strategies? Do those innovative approaches directly influence or aid the outcomes and goals laid out in this proposal? Do the innovations proposed further the mission and vision of the WorkLink and/or Upper Savannah WDBs? Are the innovative approaches described accompanied by research or supporting documentation?
- Do the proposer's responses include ways that they will use technology to deliver services and further connect with partners and the community at large?

Customer Flow Chart

- Does the proposer include a visual flow chart showing a path for the customer to follow? Is the flow chart readable, understandable, and concise?
- Does it incorporate the following: WIOA Eligibility Determination, Enrollment, Assessment, Individual Employment Plan (IEP), Job Placement, and Follow-up Services?
- Does it include possible entry and exit points? Are there any basic career services that will be required prior to enrollment?
- Does it include any key case management appointments that address employment?
- Does it include specific soft skills and basic skills (including financial and digital literacy), at what points they will occur, and who will be providing those services?

- Does it include any additional basic career services, such as workshops or job clubs, or individualized career services, such as types of assessments and when those might occur?
- Does it include opportunities for types of training (both classroom and work-based learning opportunities)?
- Does it include follow-up services for four quarters? Are there basic career services that will be offered during follow-up?
- Does it include possible referral points prior to participation, while in the program, and during the follow-up period?
 - Does it include key partnerships with local organizations and any sub-tier agreements? Is it clear what their role will be in the program delivery and at what points the customer will engage with the partner or sub-tier agreement service provider?

Programs Services & Strategies

Points will be awarded based on the proposer's ability to demonstrate a reasonable, executable program design and accompanying service delivery strategies that lead participants to self-sufficient employment and where possible, appropriate recognizable credentials and/or development of skills needed for finding and keeping a job. The program design and strategies proposed within the application indicate promising results based on sound research, demonstrated best practices, and appropriate funding.

- Does the narrative reflect the flowchart, including key markers in their flowchart from entry points to final follow-up services?
- Does the narrative give a complete description of the basic career services, individualized career services, and training services and strategies that were referenced in the flowchart? Are the strategies provided appropriate and indicate participants will be successful in finding and keeping self-sufficient employment and if attending training, completing their course of study or work-based learning opportunities, and attaining appropriate skills and/or credentials?
- Did the provider describe their target customers, specifically priority and special populations? Are the strategies and services here appropriate for all customers?
- Does the narrative address how program design is based was developed based on the identified customer(s)?
- Did the bidder describe how their program design is accessible to all customers and any accommodations they have already factored into their program design, either during the design phase or will be implemented during service delivery if requested?
- Does the narrative address how technology will be used to deliver services? Is appropriate internet based and downloadable software as well as other tools available either to participants or to staff to carry out career services and case management responsibilities?
- Does the narrative include evidence-based research and promising practices to support their vision described here? Do they include references to the research materials?

- Are proposed SMART goals included at appropriate points? Are they reasonable, achievable, and have a clear description of how they will support the goals of WIOA?
- Are key partnerships, sub-tier agreements, and WIOA and non-WIOA resources available during the participant's path described, including career services, job placement services, classroom training and supportive services, co-enrollment opportunities, work-based learning opportunities, and referrals? Does the provider specifically address how they will handle youth program referrals and work-based learning opportunity referrals to and from the WIOA Business Service position?
- Does the narrative include the One Stop Operator role in the design of their program?
- Does the narrative include a SWOT analysis and sufficiently address weaknesses or threats that they will monitor and address? Do they include reasonable action plans and goals to overcome and/or minimize impact those weaknesses and threats pose to the program design or proposer?

Sub-contracts

Points will be awarded based on the reasonableness of cost, the quantity and quality of services delivered, and outcomes proposed in the sub-tier agreement (or contract).

- Does the proposer include the MOA or contract in the exhibits?
- Is the budget associated with the contract complete and includes reasonable, allowable costs? Are profit margins within a reasonable amount?
- Does the contract include services to be delivered? Are these services for WIOA participants only and directly support the goals of the WIOA program? Do the proposed services appear to be sufficient to necessitate a sub-contract comparative to the cost?
- Does the contract appear to provide quality services? Is the contractor well-known, well-respected for their services? If not, does the contractor have a website that includes reviews of the services to be provided under this sub-tier agreement? If not, does the contractor provide references and contact information for other organizations that have purchased their services?
- Are there goals included? Are they achievable within the timeframe indicated in the contract? Do the goals allow for successful and unsuccessful completions?

Case Management

Points will be awarded based on the proposer's ability to provide quality case management that lead participants to self-sufficient employment and where possible, appropriate recognizable credentials and/or development of skills needed for finding and keeping a job. Case Management should be customer focused. Case Management must also be able to complete key deliverables and consistently meet recurring deadlines and requirements.

- Does the narrative include their case management philosophy? Does the description support a customer focused approach? Does it support listening and responding to customers? Does it

reflect a holistic approach, including how to address customer issues beyond employment and training?

- Does the narrative address how case managers will make self-sufficient employment a priority for each participant? Does it include career pathways and labor market information in everyday case management?
- Does the narrative include how they will manage WIOA intake for mass layoffs/Rapid Response events?
- Does the narrative include how they will determine basic skills deficiency for participant eligibility? Does it include key locations, assessments, and accounting for costs?
- Does the narrative include how they will track priority of service for adult funded participants?
- Does the narrative include how they will determine need for individualized career services, training services, and supportive services.
- Does the narrative include how they will determine co-enrollment and the process that will be used to co-case manage with other partners and/or programs? Is it well-thought out and manageable?
- Does the narrative include how they will accurately track and follow-up on the referrals both incoming from and outgoing to partner organizations? Is it well-thought out and manageable?
- Does the narrative include how they will address soft skills and job retention skills with participants? Are specific soft skills and job retention skills identified and do they include SMART goals?
- Does the narrative include how they will ensure customer choice?
- Does the narrative include how they will work with participants to find and/or be placed in employment? Do they specifically address how they will work with work-based learning programs, such as apprenticeships, OJTs, internships, work experiences, customized trainings, etc., specifically with the WIOA Business Services position(s)?
- Does the narrative include how they will determine when a case should be closed? Does their methodology support WIOA goals and reasonable expectations of participants?
- Does the narrative include how they will conduct follow-up for the required four quarters under WIOA performance measures? Do they have a variety of methods they will use to try to capture WIOA outcomes for the purpose of performance? Do they offer basic career services as needed?
- Does the narrative include how they will track customer satisfaction, manage difficult or angry customers, and address complaints? Do they indicate how they will use customer service satisfaction surveys and interviews to adapt program design and improve customer service?
- Does the narrative include how they will manage files and appropriate documentation? Does their file management process indicate their ability to safeguard their files and documentation?
- Do they include case note expectations? Are their case note expectations thorough and understandable? Does it protect personal identifying information, legal and medical information,

and other proprietary information, but they are still able to convey services needed, delivered, and appropriate outcomes?

Using the Budget Worksheet – Form C for reference and the accompanying budget narrative.

- Does the narrative describe the number of participants (active vs. follow-up) to case management ratio?
- Do they include an estimated breakdown of staff time for a specified time frame, which shows the approximate amount of time by activity: outreach, staff training, eligibility and enrollment, case management appointments, follow-up services, and general WIOA program related office work? Do they include other relevant activities they spend time on? Does the percentage of time add up to 100% of time dedicated to work to be performed under this grant?
- Do they specify if staff will offer “cradle to grave” services or hand-off processes?
- Do they describe how they will maintain those caseloads and manage any caseloads that are too small or too large?
- Do they describe their enrollment goals and methodology for how they arrived at this number. Do they include a cost per participant analysis?
- Do they describe how many participants they anticipate training (including supportive services) and their methodology for how they arrived at this number?
- Does the number of anticipated caseload numbers necessitate the number of staff and the budgeted amount for their salaries?

Innovation – 10 Points

Points will be awarded based on the bidder’s ability to demonstrate effective use of innovative strategies for the delivery of workforce development services, and strategies proposed within the application are based on sound research (where possible), demonstrated best practices, and support workforce and economic development priorities for the WorkLink and Upper Savannah regions.

- Does the bidder offer any innovative approaches that further workforce development strategies?
- Do those innovative approaches directly influence or aid the outcomes and goals laid out in this proposal?
- Are the innovative approaches described accompanied by research or supporting documentation? If not, are they reasonable and fit with the goals of the WorkLink and/or Upper Savannah WDB’s vision and mission?

Outreach – 20 Points

Points will be awarded based on the proposer’s ability to demonstrate a reasonable, executable outreach plan for the SC Works Centers and workforce development services. The proposed outreach methods proposed within the application provide promising results based on sound research, demonstrated best practices, and appropriate funding.

- Does the proposed plan offer a comprehensive approach to providing outreach? Does it include a variety of methods (i.e., print, community involvement, social media, etc.)?
- Is the associated budget reasonable?
- Does the plan include all target customers? Does it include hard-to-reach communities and priority populations? Does it include Limited English populations, priority populations, EO and ADA groups?

Subcontracting

If the proposer is subcontracting, are the agreements fully described? Are the Subcontractors delivering appropriate services for an appropriate amount?

4. Budget and Financial Information - 25 Points

Points will be awarded to the extent to which the proposed budget will realistically finance the service and goals of the program. This includes the likelihood that the proposed service strategy will result in achieving the proposed goals; the accuracy of the budget; the direct-staff-to-customer ratio; the amount and type of funds that will be leveraged towards achieving program outcomes; and overall cost effectiveness of the proposed services. Points will be awarded to agencies with sound fiscal practices and procedures, fiscal capacity, and track records of successful fiscal management of similar sized federally funded projects.

- Are the salaries, fringe, indirect cost, and/or profit (amounts or rates) appropriate for the required services?
- Are overall costs reasonable in terms of the activities to be provided and the performance outcomes to be achieved?
- Are at least 40% of funds directed to participant costs (training and supportive services)?
- Was the budget detailed and accompanied by a budget narrative? Was each budget line item supported with an explanation of activities to be carried out? Were calculations included throughout the budget narrative?
- If proposed, were Criteria for Profit easily understandable? Were the criteria proposed based on SMART goals (Specific, Measurable, Achievable, Realistic and Timely)? Were the goals quantified and easily tracked? Was the schedule of payments clear and easily understood? Was the schedule of payments distributed reasonably across the program year?
- Do the customer and expenditure flow sheets have accompanying explanations?

PART 8: SELECTION & POST-SELECTION

The selection process will be conducted by WDB Staff, WDB Board members, and as appropriate, outside experts on WDB activities, utilizing a fair and objective process and adhering to federal, state and ACOG and Upper

Savannah procurement policies. The WorkLink WDB and Upper Savannah WDB will make the final decision on successful proposal(s).

A. PROPOSAL REVIEW PROCESS

The proposal review process includes two distinct reviews:

1. **Technical Review:** Following receipt, all proposals will undergo a technical review by WorkLink and Upper Savannah WDB staff to determine that the proposal is properly formatted and includes all of the required sections, signatures, and related forms/attachments requested in this RFP (Form A: Proposal Checklist).

Those proposals passing the technical review will be forwarded to the Selection Committee for evaluation. Those proposals that fail the technical review will be forwarded to the Selection Committee for final confirmation of non-responsiveness.

2. **Programmatic Review/Evaluation:** A Selection Committee (also called an ad hoc RFP Committee of the Board) comprised of WorkLink and Upper Savannah Board members with direct knowledge and experience of issues facing WorkLink and/or Upper Savannah's target customers will comprise the Selection Committee and provide an objective review and assessment of proposals. Proposals selected for funding will be scored and ranked based upon the evaluation criteria outlined in the RFP. Priority may be given to those proposals that illustrate innovation in delivering the most comprehensive and broadest range of services for a reasonable cost while complying with established guidelines for achieving required performance measurements.

WorkLink and Upper Savannah staff will compile funding recommendations based upon the outcome of the Selection Committee and will forward recommendations to their respective WDB for final approval. WorkLink and/or Upper Savannah WDB may require the bidder(s) selected to participate in negotiations to submit revisions to pricing, technical information and/or other items from their proposal(s).

Note: Amended Section 8-13-420 of the 1976 Code of Laws of South Carolina states: including a promise of future employment to influence his actions, vote, opinion, or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion, or judgment shall be subject to the punishment as provided by 16-9-210 and 16-9-220."

B. CONTRACT NEGOTIATIONS

*It is WorkLink and Upper Savannah Workforce Development Board's intent to select a service provider(s) to serve both areas. The selected provider(s) will be awarded two grants (one from each Board). However, both Boards reserve the right to select the service provider(s) with the best proposal for their area, even if they are not the same service provider(s). If this occurs, the selected bidders will be able to negotiate with

the appropriate Workforce Development Board to ensure that necessary funding is made available to accomplish the vision set forth in their proposal when scaled down to only one area.

The completion of this evaluation process will result in the bidders being numerically ranked. The bidder ranked first will be invited to participate in contract negotiations with each of the WDBs.

If negotiations between one of the WDBs and the first ranked bidder do not result in an agreement as to the contract terms within a reasonable timeframe, that WDB may terminate the negotiations and begin negotiations with the bidder that is next in line and proceed down the list as necessary until an agreement is reached or the list is exhausted. WorkLink and/or Upper Savannah will not enter negotiations with a bidder that has a cumulative score below 70.

Each WDB contract amount shall be a “not to exceed amount” to be established based upon a mutually agreeable Scope of Services and budget.

C. CONTRACT AWARD

Upon authorization to award the contract by the Board and completion of necessary documents, the WDB will issue a Notice to proceed to the successful bidder.

The selected bidder and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the bidder and its other members may be required to undergo an evaluation to demonstrate that the bidder uses recognized accounting and financial procedures.

WorkLink and/or Upper Savannah WDB may require the bidder(s) selected to participate in negotiations to submit revisions to pricing, technical information and/or other items from their proposal(s). All contracts and terms will be negotiated prior to execution of a grant. Criteria for Profit may apply.

Per 2 CFR 200 procurement guidance, WorkLink and the Upper Savannah WDB has the option to extend their contract with a Service Provider pending the following caveats are met:

- The grant should not exceed 4 total years.
- The grantee must meet or exceed performance.
- The administrative entity and the grantee must negotiate each budget year.
- The administrative entity will issue performance measures each year after negotiating with the State.
- These conditions may change pending further guidance from the State or from USDOL.

If, in the course of the RFP process or in the administration of a resulting Contract, WorkLink and/or Upper Savannah WDB determines that the Bidder has made a material misstatement or misrepresentation, or

that materially inaccurate information has been provided to the WorkLink and/or Upper Savannah WDB, the Bidder may be terminated from the RFP process; or in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, WorkLink and/or Upper Savannah are entitled to pursue any available legal remedies.

D. ADMINISTRATIVE REQUIREMENTS OF CONTRACTORS

1. Record of Hours Worked or Time Sheet - The selected bidder will be required to maintain a record of "Hours Worked or a Time Sheet" on all staff members funded in full or in part with WIOA funds as a result of any contractual agreement resulting from this RFP. Such records shall reflect actual hours worked, annual and/or sick leave hours taken, personal days, and holiday hours taken per pay period. The record of hours worked, or time sheet shall be signed by the employee and the employee's supervisor. The record or the time sheet must also reflect the time allocated to any and all WIOA projects, as well as any other non-WIOA projects.
2. Professional Development of WIOA Funded Staff - The Program Manager should support the continued professional development of its fully or partially WIOA funded staff through attendance at WIOA related professional development training opportunities and WIOA announced Service Provider meetings. Prior approval is required for training opportunities, travel, and incurred expenses outside of the local WIOA region.
3. Fiscal Record Keeping - The bidder's administrative and fiscal capabilities will be assessed by a preliminary review of compliance documents, which must be completed before Contracts are finalized. WorkLink and/or Upper Savannah staff may visit or request supporting documentation from the offering entity to affirm certain items of the survey. Any serious discrepancies found will be brought to the attention of the WorkLink and/or Upper Savannah Workforce Development Board prior to finalizing the contract award and could result in the cancellation of the commitment to fund.
4. Subcontracting - The bidder may purchase or subcontract for the services and/or activities specified in the Scope of Work and Budget of the contract only with the prior written approval of such subcontracts and subcontractors by the WDB, and in accordance with procurement requirements in the Uniform Guidance (2 CFR 200) and the SC Appalachian Council of Governments procurement policy. The bidder, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the WDB is in no way liable to the subcontractor. In order to assure the WDB of strict performance of this Section, the bidder must submit to the WDB subcontract agreements for review upon request.
5. Reporting - All selected bidders will be required to provide monthly, bi-monthly, or quarterly progress reports of program performance and expenditures in comparison to the deliverables agreed upon in the

grant. WorkLink and Upper Savannah have forms that may be used by the selected bidder, or the selected bidder may propose their own reporting forms.

Selected bidders awarded a grant will be required to submit a Monthly Request for Payment Invoice and Financial Status Report – Supplemental form to the appropriate Workforce Development Board staff by the 10th calendar day of each month. Appropriate supporting backup documentation for the requested payment must be attached to each invoice submitted. Successful bidders awarded a grant will also be required to submit an Annual Financial Closeout Report to WDB Staff by August 10 (or the Friday before).

6. Audits - In accordance with 2 CFR Part 200 and 2 CFR Part 2900, successful proposers must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt. All WIOA funding will be subject to the OMB circular 2 CFR Part 200 and 2 CFR Part 2900. The successful bidder will need to be familiar with the OMB circulars and should reference TEGL 15-14 and Implementation of Uniform Guidance Regulations for further information.
7. Monitoring & Evaluation - The selected bidder will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with the WIOA Final Rules and Regulations, and any contractual/grant agreement resulting from this Request for Proposal.
8. Documents Required of Selected Bidders - Successful proposer or offeror will be required to provide the following information prior to the effective date of the grant:
 - Current fiscal statement and copy of last audit
 - Bonding agreement
 - Evidence of signatory authority (Form Attached)
 - Financial reporting signatory authority (Form Attached)
 - Copy of indirect cost plan and approval letter by cognizant agency
 - Suspension and debarment certification (Form Attached)
 - Staff cost allocation plan/rate for Adult Program/Youth Program (Form Attached)
 - Certification of drug free workplace (Form Attached)
 - Certification of lobbying activities (Form Attached)
 - Federal ID Number
 - List of current board members of governing body
 - Organizational chart
 - Grievance procedures
 - Staff/personnel travel policies
 - Charter and by-laws of organization
 - Banking agreements
 - Copy of General Liability Policy

- Job Descriptions of Personnel Funded by WIOA (fully or partially)

9. Participant Time and Attendance - Successful bidders awarded a grant will be required to document participant's time and attendance throughout the period the participant is receiving training or supportive services. Participants abide by the attendance policy of the training provider. Time sheets must be signed by the participant and verified by the case manager, classroom instructor, training, or worksite supervisor, and maintained in the customer's official WIOA file folder.
10. Participant Files - Successful bidders awarded a grant will be required to maintain WIOA participant files (either in a hard file or electronic file) as specified in any contractual agreement resulting from this RFP.
11. Payments Made on Behalf of Participants - Participants may be eligible to receive supportive service payments and/or needs-based payments. Bidders will be required to make sure that there are checks and balances between the maintenance of timesheets or other source documents, and the cutting and distribution of checks on behalf of the participants. Failure to document fully the basis for issuing any of the aforementioned payments made on behalf of participants may result in disallowed costs. The contractor must reimburse disallowed costs to the local Workforce Investment Area from Non-WIOA fund sources.
12. Refund Policy - Bidders who become contractors will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition-based training concludes early.
13. 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.

14. 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.

13. South Carolina Law Clause - Upon award of a grant under provisions of this Request for Proposal, the entity to whom the award is made, must comply with the laws of South Carolina, which require such entity to be authorized and/or licensed to do business in the State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed to do business in the State; by submission of its signed proposal, the proposer agrees to subject itself and agency to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under any contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.
14. Indirect Costs - All proposers or offerors who include indirect costs as a part of their proposal budget must have an indirect cost plan approved by their cognizant agency. Proposers or offerors must include a listing of all items included in the indirect cost pool.
15. Insurance for Participants - The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIOA participants participating in training conducted in a typical classroom training environment, and for WIOA participants while they are participating in training conducted in a typical work experience or limited internship mode (generally, training conducted on an employer's work site). The selected bidder will be required to provide general liability insurance certificate coverage and verification obtained annually as part of compliance documents.

E. APPEALS PROCESS AND PROCEDURES

Any bidder who has submitted a proposal may appeal an award announcement. The process for appealing an award is as follows:

All appeals must be submitted in writing to the WorkLink WDB within fifteen (15) working days of the award announcements addressed to Melanie McLane, Board Chair (c/o: Trent Acker, SC Works WorkLink, 1376 Tiger Blvd, Suite 102, Clemson, SC 29631) to review to determine merit. In order for an appeal to be found to have merit, it must show that any substantial portion of the RFP process or a federal or state law was violated. Only appeals that cite the specific section(s) of the RFP or specific statutes that have been violated will be considered.

Appeals will not be accepted for any reasons other than those stated above. Appeals received after the established deadline will not be accepted. Appeals may not dispute a particular score, or funding level received by the petitioning bidder, or the scores assigned to a competing bidder.

If an appeal is found to have merit, it will be evaluated by the Executive Committee of the WDB. Following the Executive Committee's evaluation, the appeal will be brought to the full WDB for review. The decision made by the WDB and approved by the County Council, where applicable, will be final.

PART 9: FORMS

Forms:

Form A – Proposal Checklist

Form B – Proposal Cover Sheet

Form C – Budget Forms

Form D – Master Summary of Goals

Form E - Past Performance

Form F – Organization Reference Form

Form G – Conflict of Interest

Form H – Proposal Rating Sheet

Form I – Request for Compliance Documents

ISSUANCE DATE: February 28, 2022

REQUEST FOR QUOTE: 21-WIOA-01

SUBMITTAL DEADLINE: Tuesday, April 19, 2022, 1:00 p.m.

TITLE: Workforce Innovation and Opportunity Act - Youth

REQUEST: The WorkLink Workforce Development Board serving Anderson, Oconee, and Pickens Counties will issue one Request for Proposal (RFP) by February 28, 2022. The purpose of the Request for Proposal is to competitively procure for our Local Workforce Development Area Innovative Out-of-School (age 17-24) Youth Employment and Training Services. The youth program will focus on youth that are most in-need and operate youth services under the provision and in accordance with Workforce Innovation and Opportunity Act (WIOA).

You are invited to submit a Proposal in accordance with the requirements of the solicitation contained herein.

It is requested that your Proposal be submitted to the WorkLink Workforce Development Board Office by 1:00 p.m., April 19, 2022.

The Proposals must be signed by an official authorized to bind the bidder and they must contain a statement that the request is firm for a period of at least 90 days from the date of submission.

This solicitation does not commit the SC Appalachian Council of Governments and/or WorkLink Workforce Development Board to award a Contract, to pay any costs incurred in the preparation of a Proposal or to procure or contract for the articles of goods and services. The SC Appalachian Council of Governments and/or the WorkLink Workforce Development Board reserves the right to accept or reject any or all Quotes received as a result of this Request for Proposal, to negotiate with all qualified bidders, or to cancel in part or in whole this Request if it is in the best interest of the Workforce Innovation and Opportunity Act to do so.



Trent Acker, Executive Director
WorkLink Workforce Development Board

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BACKGROUND AND GENERAL INFORMATION

Introduction/Purpose

The WorkLink Workforce Development Board (hereafter “WorkLink WDB”), serving Anderson, Oconee, and Pickens Counties will issue one Request for Proposal (RFP). The Request for Proposal is to competitively procure for our Local Workforce Development Area Innovative Out-of-School (age 17-24) Youth Employment and Training Services. The youth program will focus on youth that are most in need and operate youth services under the provision and in accordance with Workforce Innovation and Opportunity Act (WIOA) regulations and the State of South Carolina (hereafter “the State”) mandates on behalf of the Local Workforce Development Area (hereafter “LWDA”). The South Carolina Appalachian Council of Governments (ACOG), through South Carolina Department of Employment and Workforce (SCDEW), is the designated entity that will be administering the Workforce Innovation and Opportunity Act (WIOA) funds on behalf of the WorkLink WDB through a contractual/grant agreement with the selected proposer or offeror. The WorkLink WDB intends to be as inclusive as possible in this solicitation. The aim is to receive a wide variety of innovative proposals that best meet the needs of the community at large and remain effective in providing quality services during a time of pandemic and financial constraints.

President Barack Obama signed the **Workforce Innovation and Opportunity Act (WIOA)** into law on July 22, 2014. The Workforce Innovation and Opportunity Act is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. The enactment of WIOA first full program year was effective July 1, 2015. WIOA provides opportunity for reforms to ensure the American Job Center system is job-driven, responding to the needs of employers, and preparing workers for jobs that are available now and in the future. WIOA supersedes the Workforce Development Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. **The U.S. Department of Labor (DOL) has a website for the latest on WIOA regulations: www.doleta.gov/WIOA.**

In the WorkLink Area (Anderson, Oconee and Pickens Counties, SC), the WorkLink WDB and the Appalachian Council of Governments envision a system that meets the needs of residents and businesses alike. The vision of the WorkLink WDB is to have a fully employed, skilled workforce in Anderson, Oconee, and Pickens counties, South Carolina. The vision of the WorkLink Youth Committee is to have youth, educated and prepared for self-sufficiency in work and life. The mission of the WorkLink Youth Committee is to facilitate collaboration and the delivery of services for youth, leading to educational, workplace, and personal success.

Any public, private non-profit, or private for-profit organization may submit Proposals in response to this solicitation.

The timeframe for this request for proposals is July 1, 2022 - June 30, 2023, for Program Costs, including program staff, operating costs, program staff and acquisition of equipment.

Based upon funding availability and other factors, the Appalachian Council of Governments and/or WorkLink WDB may extend a contract grant resulting from this Request for Proposal if it appears to be in the best interest of the Workforce Innovation and Opportunity Act and is agreeable with the grantee. The original grant period plus applicable extensions may be less than but shall not exceed four (4) total years. Similarly, the number of participants served and/or associated costs may be increased or decreased accordingly at any time during a grant period if agreeable with the grantee or necessitated by changes in fund allocation or fund availability. Past year's performance measures (must meet or exceed) will be a critical consideration to any decision to extend a contract/grant. Negotiation must occur each year to set budgets and expected performance outcomes. When the contracting parties are unable to agree on the terms and conditions for extending a contract/grant, the alternative will be to terminate the existing contract/grant. These conditions may change pending further guidance from the State or from USDOL.

If it becomes necessary to revise any part of the Request for Proposal, all such revisions will be provided in writing to all proposers or offerors. **Verbal comments or discussion relative to this solicitation will not add, subtract, or modify any written provisions contained herein. Any alteration must be in the form of a written revision to all proposers or offerors.**

Disclaimer: WorkLink Workforce Development Board may request modification of program design or the delivery of services due to WIOA Rules and Regulations, changes in Terms and Conditions, Training and Employment Guidance Letters (TEGL), Code of Federal Regulations (CFR), Policies, Procedures, etc. at any point in the contract./grant period. Should a request for a change occur, bidding organizations or service providers must allow for any changes to be made to the program design, delivery services, or any other area identified by legislation, DOL or State guidance, and/or Local Workforce Development Board (LWDB)/Youth Committee direction. WorkLink WDB staff will assist bidding organizations or service providers in the redesign to ensure consistency and compliance with WIOA regulations and requirements, DOL, State, LWDB, and Youth Committee policy.

The Appalachian Council of Governments will administer grants awarded by the WorkLink Workforce Development Board through this Request for Proposal. The Appalachian Council of Governments will require proposers selected for funding to participate in contract/grant negotiations involving cost levels, technical correctness, and/or other necessary revisions to their proposal prior to grant finalization and execution. Negotiations may be done in person, written communication, video

conferencing when deemed necessary, or by telephone, depending on the level of involvement of the required revisions and agreements between parties. Additionally, grant amounts may be adjusted by the WorkLink Workforce Development Board and/or the Appalachian Council of Governments based on final allocation figures.

Approximate amount of funding available under this RFP is **\$600,000**.

Stevens Amendment: This solicitation is supported by the U.S. Department of Labor as part of an approximate award amount totaling \$600,000 with \$0 (0%) state, local and/or non-governmental funds.

Mandatory/Priority: At least 20 percent of the funds allocated to the local area shall be used to provide youth participants with paid and unpaid work experience activities identified on **P. 7-8 (C) (i-iv) listed under Required Program Elements for Youth Participants.**

WIOA Youth Program Description

Basic Youth Participant Eligibility Requirements

The following participant eligibility criteria are termed “Basic” because additional criteria may be required when seeking particular activities or services in other elements of the one-stop delivery system. An individual eligibility determination shall be determined by South Carolina Works Online Services (**SCWOS**) and meet the following definition.

Out-of-School Youth:

1. Not attending any school (as defined by State law)
2. An individual 16-24 years of age (the WorkLink Youth Committee’s focus will be age 17-24 at time of enrollment)
3. Reside in Anderson, Oconee, or Pickens Counties, **and**
4. Is an individual who has one or more of the following barriers:
 - a. A school dropout
 - b. A youth who is within the age within the compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
 - c. A recipient or secondary school diploma who is a low-income individual and is-
 - i. Basic skills deficient; or
 - ii. An English language learner
 - d. An offender, (an individual who is subject to the juvenile or adult justice system)
 - e. A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child

eligible for assistance under the Social Security Act, or an out-of-home placement.

- f. An individual who is pregnant or parenting
 - g. A youth who is an individual with a disability
 - h. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.
 - i. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant youth (age 17-24) in need of work-readiness skills to include soft skills, life skills, occupational skills, and lack of work experience?
- 5. Authorized to work in the United States (I-9)
 - 6. Registered for selective service (applies to males 18 and older)

In-School Youth:

- 1. Attending any school (as defined by State law) including secondary and post-secondary school
- 2. An individual 14-21 years of age (the WorkLink Youth Committee's focus will be age 18-21 at time of enrollment)
- 3. A low-income individual
- 4. Reside in Anderson, Oconee, or Pickens Counties, **and**
- 5. Is an individual who has one or more of the following barriers:
 - a. Basic skills deficient
 - b. An English language learner
 - c. An offender
 - d. A homeless individual, a homeless child or youth, a runaway, an individual in foster care or has aged out of the foster care system, a child eligible for assistance under the Social Security Act, or an out-of-home placement.
 - e. An individual who is pregnant or parenting
 - f. A youth who is an individual with a disability or
 - g. An individual who requires additional assistance to complete an educational program or to secure or hold employment.
 - h. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant youth (age 17-24) in need of work-readiness skills to

include soft skills, life skills, occupational skills, and lack of work experience?

6. Authorized to work in the United States (I-9)
7. Registered for selective service (applies to males 18 and older)

Note that the term “low-income” used with respect to an individual also includes youth living in a high-poverty area.

Required Program Elements for Youth Participants

Youth funds allocated to a local area shall be used to carry out eligible youth programs that provide:

- **Eligibility**-Under WIOA all youth participants must meet eligibility criteria. The youth participant must be certified and determined eligible for any WIOA funded program activities. Certification **must be** complete prior to enrollment.
- **Objective Assessment** - Each participant shall be provided with an objective assessment of his/her academic levels, skill levels, employment skills, prior work experience, employability, and service needs of each participant at the time of enrollment into WIOA activities. Standardized assessment tests will be used for assessment of basic skills, career interests and aptitudes (including interests and aptitudes for nontraditional jobs), and work readiness needs. Reasonable accommodations for individuals with disabilities and/or special needs will be provided to allow for participation in the assessment process. The service provider may assess supportive service needs and developmental needs of participants for the purpose of identifying appropriate services and career options.
- **Individual Service Strategy (ISS)** - Develop an individualized service strategies (ISS) with each youth participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information and that are directly linked to one (1) or more of the WIOA performance outcomes (see Youth Performance Measures Expectations, p.16). The ISS must be documented in the SCWOS System in a timely manner. The ISS will be developed **with** the participant. The ISS shall identify career pathways that include the participant’s educational and employment goals (including appropriate circumstances, nontraditional employment), appropriate services for the participant considering the objective assessment described above. The ISS is a plan that should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur. Also, included in eligible youth programs:
 - a. Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;

- b. Preparation for postsecondary educational and training opportunities;
 - c. Strong linkages between academic instruction, academic content, and occupational education that lead to the attainment of recognized postsecondary credential;
 - d. Preparation for unsubsidized employment opportunities, in appropriate cases; and
 - e. Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets;
- **Youth Applicants Not Meeting Enrollment Requirements/Referral** - Each service provider of a program of youth workforce development activities shall ensure that an eligible youth applicant who does not meet the enrollment requirements of the WIOA youth program or who cannot be served shall be referred for further assessment, as necessary. A referral to appropriate training and educational programs that have the capacity to serve the participant either on a sequential or concurrent basis to meet the basic skills and training needs of the applicant. The referral(s) must be noted in the participant's file and followed up on.
 - **Supportive Services** - Supportive services needs are those necessary to assist participants to be successful in achieving their goals. This may include transportation, childcare, dependent care, work-related tools and clothing, housing, etc. To the extent possible, programs should address supportive service needs through leveraging existing resources and other partnerships before expending WIOA funds. (20 CFR 681.570). Supportive services needs should align with the ISS plan goal(s).

Additional Fourteen (14) Youth Program Elements - The Workforce Innovation and Opportunity Act Section 129(c) (2) requires that the following fourteen (14) youth program elements are available for youth in their local area. However, a local program is not required to provide all additional youth elements to every participant. Local youth program operators must determine what youth program elements will be provided to each youth participant based on the participant's objective assessment and individualized service strategy (ISS). We envision that each youth will participate in more than one of the youth program elements required as part of any local youth program and all youth will receive twelve (12) months of follow-up services. In order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants, the key program components described above shall include youth program elements consisting of:

- (A) Tutoring, study skills training, instruction, and evidence-based drop-out prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;

- (B) Alternative secondary school services, or dropout recovery services, as appropriate;
- (C) Paid and unpaid work experiences that have as a component academic and occupational education, which may include the following types of work experience:
- i. Summer employment opportunities and other employment opportunities available throughout the school year;
 - ii. Pre-apprenticeship programs;
 - iii. Internships and job shadowing; and
 - iv. On-The-Job training opportunities;
- (D) Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area ;
- (E) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- (F) Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
- (G) Supportive services;
- (H) Adult mentoring for the period of participation and a subsequent period (after program participation), for a total of not less than 12 months;
- (I) Follow-up services for not less than 12 months after the completion of participation.
- (J) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
- (K) Financial literacy education;
- (L) Entrepreneurial skills training;
- (M) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
- (N) Activities that help youth prepare for and transition to postsecondary education and training.

General Definitions

It will be the responsibility of the proposers or offerors to have a working knowledge of the WIOA Act and Regulations and Training and Employment Guidance Letters (TEGL).

The U.S. Department of Labor (DOL) has a website for the latest on WIOA Regulations:

- www.doleta.gov/WIOA
- <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>
- <https://wdr.doleta.gov/directives/eSearch.cfm?n=tadv&q=WIOA+Youth>

Act - The Workforce Innovation and Opportunity Act (WIOA) of 2014 amends the Workforce Investment Act of 1998.

Administrative Entity - The entity (South Carolina Appalachian Council of Governments) designated by the three-county committee Chairs to administer the Workforce Innovation and Opportunity Act plan for the counties of Anderson, Oconee, and Pickens in South Carolina.

Agreement - A grant agreement, which includes the WIOA Terms and Conditions Part III (revised 11/22/2016) and WorkLink Local Addendum to Terms and Conditions Part III, between the Awarding Entity and the Grantees/Recipients or between the Grantees/Recipients and Sub-Grantees/Sub-recipients.

Basic Skills Deficient - Is defined as an individual that has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or is unable to compute or solve problems, or read, write or speak English at a level necessary to function on the job, in the individual's family, or in society. WIOA Sec.3(5) (B).

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

- a) which increases the usefulness, productivity, or serviceable life of an existing building, structure or major item of equipment;
- b) which is classified for accounting purposes as a "fixed asset"; and
- c) the cost of which increases the recorded value of the existing building, structure or major item of equipment and is subject to depreciation.

Career Pathway - A combination of rigorous and high-quality education, training, and other services that aligns with the skill needs of industries in the economy of the State or regional economy involved. Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the "National Apprenticeship Act"). To include counseling to support an individual in achieving the individual's education and career goal; as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster. Organizes education, training, and other services to meet the needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable; enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one (1) recognized postsecondary credential; and helps an individual enter or advance within a specific occupation or occupational cluster.

Career Planning - The provision of a client-centered approach in the delivery of services designed to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce development activities and supportive services, using, where feasible, computer-based

technologies; and to provide job, education, and career counseling, as appropriate during program participation and after job placement.

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

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

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

In-School - An eligible youth who is attending school (as defined by State law), a low income individual and meet one or more youth barriers defined under WIOA Act Section 129(a) (1) (C).

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

Out-of-School - An eligible youth who is a school dropout, or within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, a recipient of a secondary school diploma or its recognized equivalent, a low-income individual, basic skills deficient or an English language learner, and meet one or more youth barriers defined under WIOA Act Section 129(a) (1) (B).

Participant – Is a reportable individual who has satisfied all applicable program requirements for the provision of services, including eligibility determination, an objective assessment, and an individual service strategy, and received one (1) of the fourteen (14) Youth program elements identified under WIOA Act Sec.129(c) (2).

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

SCWOS - South Carolina Works Online Services - The Management Information System which captures participant demographic, economic and personal characteristics, services received and outcomes and the eligibility requirements for the various funding sources.

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

Sub-recipient or Sub-grantee - The legal entity to which a sub-grant is awarded and which is accountable to the recipient or direct grantee for the use of the funds provided.

TEGL- Training and Employment Guidance Letter; issued by U S Department of Labor (USDOL). See page 8 for WIOA resources.

TEN - Training and Employment Notice; issued by USDOL.
See page 8 for WIOA resources

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

Wagner-Peyser - The federal legislation to provide for the establishment of a national employment system of a public labor exchange.

Work Experience (WEX) - A short-term and/or part-time work assignment with an employer (private sector, public sector, and non-profit agency) that is subsidized or unsubsidized and which provides an individual with the opportunity to acquire skills and knowledge necessary to perform a job, including appropriate work habits and behaviors, combined with classroom or other training, including internships, and job shadowing.

Work Readiness Skills - Work Readiness Skills include world of work awareness, labor market information/knowledge, occupational information, career planning, decision making, soft skills, and job search techniques (resumes, Proposals, interviews, and follow-up letters).

Youth Committee - A subgroup within each Local Workforce Development Board (WDB); appointed by the Local WDB, in cooperation with the chief elected official(s) for the local area. The Youth Committee will have membership as designated in WIOA and will recommend youth service providers who are selected through a competitive process, provide information, assist with planning, operational, conduct oversight of eligible providers of youth activities, and other duties determined to be appropriate by the local WDB.

Key Events and Dates

Proposed timeline:

1. Contract/Grant Proposal Issued/Released	February 28, 2022
2. Bidder's Conference	March 28, 2022
3. Deadline for Receipt of Formal Proposals by WorkLink Workforce Development Board	April 19, 2022
4. Formal Review Process of Proposal Begins	April 21, 2022
5. Written Notification to Successful Bidders	May 09, 2022
6. Contract/Grant Negotiation Begins	May 12, 2022
7. Contract/Grant Issued	June 13, 2022
8. Program Year 2022 Contract Begins	July 01, 2022

SCOPE OF SERVICES

The proposer or offeror agrees to enroll and serve WIOA eligible out-of-school youth (age 17-24), as emphasized by the LWDA. Eligible youth participants must reside in Anderson, Oconee, and Pickens counties funded under the Workforce Innovation and Opportunity Act (WIOA) Title I youth program. Proposer or offeror must be capable and able to offer:

- services strategies that include labor market information, career interest, educational and employment goals using career pathways and work readiness preparation, including soft skills development and meaningful work experiences to WIOA youth participants;
- strong linkages between academic instruction and occupational education; and
- effective connections to employers in in-demand industry sectors and occupations.

Proposer or offeror must make available to all participants the fourteen (14) youth program elements, meet enrollment goals, meet or exceed federally required youth performance measures, meet budget expenditure requirements, and prioritize Work Experience opportunities for Youth. (Each local area is mandated by law to spend at least 20 percent of the funds allocated to the local area on work-based learning opportunities. To fulfill this requirement, WorkLink offers Youth participants paid and unpaid work experience and activities listed under the work experience program element; therefore, the selected provider will be required to expend Work Experience funds in a timely manner each year.) Continued contractual relationships between WorkLink and the selected service provider will be dependent on the service provider's ability to meet these requirements.

Proposer or offeror must be capable and able to provide quality services and training to WIOA youth participants including youth with disabilities according to the WIOA Act of

2014 Final Rules and Regulations in all three counties. During extenuating circumstance (i.e., Covid-19 pandemic and/or shut down, etc.), the proposer or offeror must be capable of transitioning to remote delivery of services. Proposer or offeror will be accountable to the WorkLink Workforce Development Board and Youth Committee.

It will be the responsibility of the proposer or offeror to have a working knowledge of the WIOA Act of 2014 Final Rules and Regulations and Training and Employment Guidance Letter (TEGL). **The U.S. Department of Labor (DOL) has a website for the latest on WIOA regulations: See Page 8 for WIOA resources.**

Program Design Requirements

Successful proposer or offeror who becomes a program operator for youth program activities must be able to accomplish, implement, and deliver the following program design requirements:

Case Management

Case Management must be provided to ensure all youth are successful. Case Management is a participant-centered, goal-oriented approach to the delivery of services designed to coordinate comprehensive educational, employment, and career pathway goals and plans to ensure that participants have access to necessary training and support services.

1. **Participant Recruitment and Screening.** Responsible for recruitment and screening applicants for eligibility and suitability to participate in the applicable activity and/or service under the provisions of WIOA and any contractual agreements resulting from this Request for Proposal. Proposer or offeror must develop/outline a detailed recruitment plan including outreach activities to recruit eligible youth in accordance with the youth eligibility requirements.
2. **Participant Referral.** Refer screened applicants to appropriate partner programs for determination of need for services not otherwise provided by the service provider. Proposal must demonstrate/outline in detail how the youth service provider will coordinate with other community agencies that are equipped to handle those referrals for ineligible youth that do not meet the WIOA youth eligibility requirements. See **P.7-Applicants Not Meeting Enrollment Requirement/Referral.**
3. **Participant Orientation.** Provide all youth with a WIOA program orientation regarding the full array of applicable or appropriate services that are available through WIOA Title I youth programs and all services that are available through the

SC Works Centers prior to providing services. Documentation of the orientation must be filed and maintained in the participant's official WIOA file folder. Orientation will include youth completing a Participant Rights Handout and being advised of their rights and responsibility and appeal process under the WIOA program.

4. **Objective Assessment.** Each participant shall be provided with an objective assessment of his/her academic levels, skill levels, employment skills, prior work experience, employability, and service needs at the time of enrollment into WIOA activities. Standardized assessment tests will be used for assessment of basic skills, career interests and aptitudes (including interests and aptitudes for nontraditional jobs), and work readiness needs. Reasonable accommodations for individuals with disabilities and/or special needs will be provided to allow for participation in the assessment process. The objective assessment must be documented in the South Carolina Works Online Services (SCWOS) as the first service and point of enrollment. The objective assessment is a more detailed examination of barriers to employment and results in recommendations to be incorporated into the development of a person's Individual Service Strategy (ISS). These might include a combination of the following: educational attainment; employment history; more in-depth information about basic literacy and occupational skill levels; interests; aptitudes; family and financial situation; emotional and physical health, including disabilities; attitudes toward work; motivation; and supportive service needs.
The service provider may assess supportive service needs and developmental needs of participants, for the purpose of identifying services to help individuals to make decisions about appropriate educational, employment, and career pathway goals. Meaningful service planning cannot occur without effective assessment practices.
5. **Participant Activity Codes.** Enter and maintain appropriate WIOA program activity codes in the SCWOS System in a timely manner. WorkLink will provide the activity codes, timeline, and definitions.
6. **Program/Case Closure.** Close individual cases in the SCWOS System in a timely manner when no further services are planned, expected, or identified on the ISS.
7. **Individual Service Strategy (ISS).** Develop an individualized service strategies (ISS) with each youth participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information and that are directly linked to one (1) or more of the WIOA performance outcomes (see Youth Performance Measures Expectations, p.16).

The ISS must be documented in the SCWOS System in a timely manner. The ISS will be developed **with** the participant. The ISS shall identify career pathways that include the participant's educational and employment goals (including appropriate circumstances, nontraditional employment), appropriate services for the participant considering the objective assessment described above. The ISS plan should describe activities, and supportive services the participant will receive to achieve those **mutually** agreed upon goals, objectives, and services. The ISS is a plan that should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur.

8. **Participant Goal Attainment.** Enter goal attainment of the ISS and other applicable participant related information into the SCWOS System in a timely manner. Maintain in file all pre-testing, progress testing, and post-testing documentation, grade reports, test scores, time and attendance records signed by participant and instructor or activity supervisor, documents showing skills acquired, certificates of completion issued, State certified licenses, credentials, diplomas, etc.
9. **Contractor/Grantee Staff Orientation.** Provide WIOA program orientation to all staff members funded in full or in part with WIOA funds. In addition to receiving program orientation, each funded staff member must be given a copy of the "Statement of Work" section of any contractual agreement resulting from this Request for Proposal. Documentation of staff orientation and proof of receipt of a copy of the Statement of Work must be maintained in the contractor's central file system.
10. **On-going Assessment.** Program operator will be required to provide on-going assessment of participant's capabilities and potential for obtaining educational, employment and training goals, career pathway goals, and the need for supportive services.
11. **Job Placement.** Program operator will be required to coordinate the development and maintenance of an effective job placement system and coordinate with the appropriate local SC Works Center to support the anticipated placement needs of WIOA participants.
12. **Comprehensive Case Management.** The WIOA program will be required to provide experienced case managers in sufficient amounts to meet the needs of the active WIOA participant caseload. The program operator will provide comprehensive case management services to youth participants as part of the

year-round service strategy. Youth program staff will be expected to work closely with the youth participant to provide support and guidance, address needs and barriers, solve problems, serve as role models, and assist in the attainment of the objectives and goals agreed upon in the individualized service strategies (ISS). The ISS benchmarks will be used to measure progress and will be reviewed and updated by youth program staff to arrange for needed services, identify and address concerns as they arise, and document progress made during participation.

Regular personal contact between a case manager and the youth participant is essential. The frequency of the contact is based on an assessment of the participant's needs and ISS goals as they move through the process. At a minimum, monthly contact must be made with each youth participant. More frequent contact may be needed in certain circumstances. Case managers are to provide support and intervention in time of crisis and assist in the development and implementation of a crisis plan. The youth participant should be aware that he/she has support and accountability in working to achieve his/her goals.

Documentation and monthly case notes are required and must be entered into the participant's case record and/or the SCWOS System in a timely manner. Case note summaries should detail contacts per participant, missed appointments and attempted contacts, services provided to the participant, progress, barriers, interventions, and successes of the participant, etc. All WIOA staff is expected to be informed of, and adhere to, professional standards of client confidentiality. Staff with access to or control over WIOA youth participant records or other confidential information are expected to safeguard such information.

13. **Youth Linkages/Coordination of Services**. Proposer or offeror should demonstrate a willingness and ability to coordinate and collaborate with programs and services provided by state and local education, public assistance agencies, community agencies, businesses, SC Works Centers, rehabilitation agencies, programs for the homeless, post-secondary institutions, economic development agencies, other service providers and training agencies, and such other agencies as the Governor determines to have a direct interest in the employment and training program and human resource utilization within the State.
14. **Coordinate the use of WIOA Funds when other Federal or non-Federal Funds are received by the WIOA participant**. Program operator will be required to coordinate the use of WIOA funds with other agencies providing grants or aid to WIOA participants when applicable, to prevent the use of WIOA funds for

duplication of services. In addition, the disclosure of any/all funding sources outside of WIOA funding will be required.

15. **Record of Hours Worked or Time Sheet**. Program operator will be required to maintain a record of “Hours Worked or a Time Sheet” on all staff members funded in full or in part with WIOA funds in any contractual agreement resulting from this Request for Proposal. Such record shall reflect actual hours worked and employee paid time off, such as vacation, sick leave, personal days, holidays, etc. during each pay period. The record of hours worked (or time sheet) shall be signed by the employee and the employee’s supervisor. The record or the time sheet must also reflect the time allocated to any/all WIOA projects, as well as any other non-WIOA projects.

16. **Professional Development of WIOA Funded Staff**. Program operator will be required to support the continued professional development of fully or partially WIOA funded staff through attendance at WIOA related professional development training opportunities and WIOA announced Service Provider meetings. Prior approval is required for training opportunities, travel, and incurred expenses outside of the Local WIOA region.

Performance Expectations

PY 21 Youth Performance Measures	Minimum Levels
Education or Training Activities or Employment in the 2 nd Quarter after Exit.	83.5 %
Education or Training Activities or Employment in the 4 th Quarter after Exit.	80.60%
Median Earnings	\$2865
Credential Attainment Rate	78.20%
Measurable Skill Gains	60.6%

These youth performance measures are for PY 21 and levels are subject to change.

Successful contractor/grantee will be notified of updated youth performance measures for PY '22 as they become available.

Program Administration Requirements

Fiscal Record Keeping

The proposer or offeror's administrative and fiscal capabilities will be assessed by a review of the completion of the Pre-Award survey, which must be completed before grants are finalized. A representative of the Appalachian Council of Governments may visit the offering entity to affirm certain items of the survey. Any serious discrepancies found will be brought to the attention to the WorkLink Workforce Development Board prior to grant finalization and could result in the cancellation of the commitment to fund.

In general, proposers or offerors who become program operators as a result of this RFP will be required to maintain records for a time period sufficient to cover Data Validation and Audits; however, not to exceed five (5) years.

Subcontracting

The proposer or offeror may purchase or subcontract for the services and/or activities specified in the Scope of Work and Budget only with the prior written approval of such subcontracts and subcontractors by the WorkLink WDB, and in accordance with procurement requirements in the U.S. Department of Labor's One Stop Comprehensive Financial Management Technical Assistance Guide, Chapter II-10 and the South Carolina Consolidated Procurement Code, as amended. The proposer or offeror, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the WorkLink WDB is in no way liable to the subcontractor. In order to ensure the proposer or offeror must submit to the WorkLink WDB subcontract agreements for review upon request.

Reporting

The successful proposer or offeror who becomes a program operator will be required to submit a Monthly Request for Payment Invoice to the WorkLink Workforce Development Board by the 10th calendar day of each month. Appropriate supporting backup documentation for the requested payment must be attached to each invoice submitted.

The successful proposer or offeror who become program operator will also be required to submit an Annual Financial Closeout Report to the Workforce Development Board by August 10th.

The Program Operator will be required to abide by all requirements of the South Carolina Works Online Services (SCWOS) Users Guide, which specifies common definitions and reporting of participant demographic, economic and personal characteristics, services received, outcomes, and the eligibility requirements for the various funding sources. Contractors will be required to collect and enter the participant personal, demographic, service activity experiences and outcome information using the SCWOS System and SCWOS forms. The WorkLink WDB Staff will provide training for program operators with regards to eligibility, reporting requirements, SCWOS forms, intensive services, case notes, performance, etc.

In addition to the contract/grant statement of work, program operators will be expected to comply with all Federal, State and Local Instruction Letter(s).

The successful contractor/grantee will be required to provide monthly, bi-monthly, or quarterly progress reports of program performance and expenditures in comparison to the deliverables agreed upon in the contract.

Successful proposers or offerors who become program operators will be required to submit accurate, current, and complete disclosure of the financial results of the WIOA contract/grant activities in accordance with SCDEW grant reporting requirements monthly. The successful proposer or offeror must report all allowable costs and activities, must identify and maintain in-house methodology for Individual Fund Tracking (IFT) for obligations, expenditures, and Individual Training Accounts (ITA) for participants. This information and reports must be available upon request by DOL, SCDEW, or WDB staff.

The successful proposer or offeror must utilize the Advanced Individual Fund Tracking Module (AIFT) in SCWOS in order to provide timely and accurate data on obligated and paid participant costs/funds spent directly on WIOA Title I participants.

The successful proposer or offeror who becomes a program operator will also be required to submit all other necessary forms, documents, and/or reports that may be required from time to time. Additionally, these forms, documents and/or reports may be altered as necessary in the future to meet requirements of the WIOA Management Information System.

Audits

In accordance with 2 CFR Part 200 and 2 CFR Part 2900, successful proposers must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

All WIOA funding will be subject to the OMB circular 2 CFR Part 200 and 2 CFR Part 2900. The successful bidder will need to be familiar with the OMB circulars, and should reference TEGL 15-14 and Implementation of Uniform Guidance Regulations for further information.

https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/1_UG%20Circulars%20DOL%20Applicability%20Chart_2021%201-3-2022.pdf

Monitoring & Evaluation

The successful proposer or offeror who becomes a program operator will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with the WIOA Final Rules and Regulations, and any contractual/grant agreement resulting from this Request for Proposal

Documents Required of Selected Bidders

Successful proposer or offeror will be required to provide the following information prior to the effective date of the grant:

1. Current fiscal statement and copy of last audit
2. Bonding agreement
3. Evidence of signatory authority
4. Financial reporting signatory authority
5. Copy of indirect cost plan and approval letter by cognizant agency
6. Suspension and debarment certification
7. Staff cost allocation plan/rate for Adult Program/Youth Program
8. Certification of drug free workplace
9. Certification of lobbying activities
10. Federal ID Number
11. List of current board members of governing body
12. Organizational chart
13. Grievance procedures
14. Staff/personnel travel policies
15. Charter and by-laws of organization
16. Banking agreements
17. Copy of General Liability Policy
18. Job Descriptions of Personnel Funded by WIOA (fully or partially)

South Carolina Law Clause

Upon award of a grant under provisions of this Request for Proposal, the entity to whom the award is made, must comply with the laws of South Carolina, which require such entity to be authorized and/or licensed to do business in the State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed to do business in the State; by submission of its signed proposal, the proposer agrees to subject itself and agency to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under any contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

Indirect Costs

All proposers or offerors who include indirect costs as a part of their proposal budget must have an indirect cost plan approved by their cognizant agency. Proposers or offerors must include a listing of all items included in the indirect cost pool.

Carryover Activities

Participants who are currently receiving services through WIOA and who will not complete them prior to June 30, 2022, must receive continued services until their service plans have been completed (subject to their adherence to the local area's satisfactory progress policy). Participants who have enrolled in WIOA, but have not received a service, must have a service strategy or employment plan completed and services provided to them in accordance with the individual service strategy. Entities

who are not currently serving as WIOA contractor/subgrantees may be required to assume responsibility for participants of an existing contractor/subgrantee. If this occurs, the specifics of this arrangement, including the associated cost for serving these participants, will be addressed in negotiations with the new service provider.

Participant Time and Attendance

The successful proposer or offeror who becomes a program operator will be required to document participant's time and attendance throughout the period the participant is receiving training or services. Participants must abide by the attendance policy of the training provider. Time sheets must be signed by the participant and verified by the case manager, classroom instructor, training, or worksite supervisor, and maintained in the participant's official WIOA file.

Participant Files

The successful proposer or offeror who becomes a program operator will be required to maintain WIOA participant files as specified in any contractual/grant agreement resulting from this Request for Proposal.

Payments Made on Behalf of Participants

Participants may be eligible to receive supportive service payments and/or incentive payments. Work Experience payments must be paid in the form of an hourly stipend to a participant that meets the Fair Labor Standard Act (FLSA) trainee criteria and participates in an established work experience with a trainee status.

The proposer or offeror contractor/grantee will be required to make sure that there are checks and balances between the maintenance of timesheets or other source documents, and the cutting and distribution of checks on behalf of the participants. Failure to document fully the basis for issuing any of the aforementioned payments made on behalf of participants may result in disallowed costs. The contractor/grantee must reimburse disallowed costs to the Local Workforce Development Area from Non-WIOA fund sources.

Insurance for Participants

1. Classroom Training -The South Carolina Department of Workforce (SCDEW) will provide Accident Insurance Coverage for WIOA participants participating in training conducted in a typical classroom training environment.
2. Work Experience and Limited Internships -The South Carolina Department of Workforce (SCDEW) will provide Accident Insurance Coverage for WIOA participants while they are participating in scheduled, supervised, or sponsored activities verifiable training conducted in a typical work experience or limited internship, if applicable (generally, training conducted on an employer's work site).
3. The proposer or offeror who becomes a contractor/grantee will be required to provide general liability insurance certificate coverage and verification obtained annually as part of compliance documents.

Refund Policy

Proposers or offerors who become contractor/grantees will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition-based training concludes early.

Type of Contract/Grant

Based on the type of proposing entity, contracts/grants may be offered to successful proposers or offerors as follows.

Funded public, private non-profit, and private for-profit entities will be offered Cost Reimbursement Contracts/Grants. Proposed profit margins may not exceed eight percent (8%) of the total requested grant amount. Criteria for profit may apply.

Reference 2 CFR Part 200 and 2 CFR Part 2900 - Procurement Guidance, Department of Labor (DOL), and South Carolina Department of Employment and Workforce (SCDEW).

WorkLink WDB has the option to extend a contract with a Service Provider pending the following caveats are met:

- The grant should not exceed four (4) total years.
- The grantee must meet or exceed performance.
- The administrative entity and the grantee must negotiate each budget year.
- The administrative entity will issue performance measures each year after negotiation with the State.

These conditions may change pending further guidance from the SCDEW or USDOL.

Criteria for Profit

Criteria for profit may be established by the LWDA. Each established criterion must be able to be verified and validated by the LWDA. Criteria for profit may be used to evaluate the proposers or offerors request for payment of profit. Payment of profit to the selected proposer or offeror may be payable on a monthly, quarterly, mid-year, or end of year (close out) basis. Criteria for profit may be negotiated with selected proposer or offeror.

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

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

Institutions or agencies with federal grants or contracts of \$50,000 or more and 50 or more employees are required to develop a written Affirmative Action Plan to overcome

the effects of past discrimination and to facilitate optimal utilization of qualified women and minorities throughout the workforce. An Affirmative Action Plan must contain a workforce utilization analysis to identify those areas in which women and minorities are under-utilized, a review of all employment policies and practices to identify and to eliminate any sources of discrimination, and a statement of numerical goals and timetables for the correction of any under-utilization identified. Although the grant or contract may involve only one unit within the institution or agency, the Affirmative Action Plan must cover all employees throughout the institution.

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

The recipient/subrecipient/subgrantee will not discriminate against any employee or applicant for employment or training because of physical or mental disability in regard to any position for which the employee or applicant for employment is otherwise qualified.

The recipient/subrecipient/subgrantee shall establish an Affirmative Action Plan for outreach to, and training, placement and advancement of, individuals with disabilities in employment and training programs under the Act.

Regulations and Requirements

The recipient/sub-recipient/sub-grantee must comply with the following federal regulations and requirements:

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
3. 2 CFR Part 200 and 2 CFR Part 2900 Uniform Administrative requirements, cost principles, and audit requirements for federal awards including 2 CFR Appendix II to part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards.
4. 48 CFR Part 31 (applies to commercial organizations);
5. Section 504 of the Rehabilitation Act of 1973, as amended;
6. Section 508 of the Rehabilitation Act of 1973, as amended;
7. Age Discrimination Act of 1975, as amended;
8. Title IX of the Education Amendments of 1972, as amended;
9. "Jobs for Veterans Act," (38 U.S.C. §4215) and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule);
10. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 38) and Section 188 of the Workforce Development Act of 1998;
11. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
12. Title VI of the Civil Rights Act of 1964, as amended;

13. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
14. Equal Pay Act of 1963, as amended;
15. 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Development Act of 1998 (WIOA);
16. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
17. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
18. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
19. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

PROPOSAL GUIDELINES

General Submission and Format Instructions

Delivery of Proposal

Proposals will be received by the WorkLink Workforce Development Board until 1:00 p.m. on Tuesday, April 19, 2022. Any proposal received after the scheduled date and time will be immediately disqualified in accordance with the S.C. Consolidated Procurement Code and Regulations. Proposals may be hand delivered or mailed to:

Trent Acker, Executive Director
WorkLink Workforce Development Board
1376 Tiger Blvd., Suite 102
Clemson, SC 29631

Late proposals will not be considered regardless of the delivery method chosen by the proposer or offeror. Late proposals will not be opened and will only be returned at the request and expense of the proposer or offeror.

Number of Proposals to be Submitted Under Seal, Etc.

Each proposer or offeror is to submit an original and eight (8) typed copies of each proposal under seal. The original of each proposal should have an original signature and be clearly marked "**Original Copy**" on the outside of the binder. Each copy of the proposal should be bound in a single binder. All documentation submitted with the proposal should be bound in that single binder. Each copy should be three (3) hole punched.

The proposer or offeror is required to have typed or written on the envelope or wrapping containing the Proposal the RFP # (21-WIOA-01), the RFP date (April 19, 2022), and the program and activity for which funding is being requested. Pages of Proposals should be numbered.

An example of proper labeling of a Proposal as follows:

ABC, Inc.
100 My Road
My Town, SC 29670
RFP #21-WIOA-01, April 19, 2022
Youth Case Management

Format for Proposal

Proposals are to be prepared in a manner designed to provide a straightforward presentation of the proposer's or offeror's capability and intention to satisfy the requirements of this Request for Proposal. Therefore, the offeror's proposal must follow the RFP format as closely as possible. Failure to provide all the information requested by the Request for Proposal will result in the proposal being deemed Non-Responsive and thus eliminating it from funding consideration.

Bidder's Conference

There will be a Question/Answer session for offerors conducted virtually via Zoom on Monday, March 28, 2022 at 11:00 a.m. The purpose of the bidder's conference is to provide proposers or offerors an opportunity to present questions and/or request additional information relative to this Request for Proposal. The bidder's conference is optional and will allow proposer's/offeror's an opportunity to ask questions.

All questions and/or requests for additional information must be submitted in writing via letter, e-mail, or fax by 3:00 p.m. on Monday, March 21, 2022. This should allow WorkLink WDB staff ample time to do any necessary research and ensure that accurate information is provided at the conference. Forward questions to:

Trent Acker, Executive Director
WorkLink Workforce Development Board
1376 Tiger Blvd., Suite 102
Clemson, SC 29631
Telephone (864) 646-1458
Relay Service dial 711 (TTY)
Fax: (864) 646-2814
E-mail: tacker@worklinkweb.com

No questions or requests for additional information will be accepted after the bidder's conference is adjourned. **No questions can be answered by telephone or email at any time during the response period.**

Proposer's or Offeror's interested in attending the virtual bidder's conference should contact Sharon Crite at scrite@worklinkweb.com no later than 12:00p.m. (noon) on Monday, March 21, 2022, to receive a Zoom meeting invitation. If auxiliary aids and services are necessary for this virtual conference, requests must be made to the WorkLink Workforce Development Board staff within a reasonable period of time prior to the bidder's conference.

Any questions received will be posted on the WorkLink website.

WorkLink Website: <http://www.worklinkweb.com/welcome/request-for-proposals>

Presentations

Any proposer or offeror may be requested to make an oral presentation of their Proposal to the WorkLink Workforce Development Board's Executive Committee or Youth Committee after the Proposal opening. Such presentation provides an opportunity for the proposer or offeror to clarify their proposal and to ensure mutual understanding. The Appalachian Council of Governments staff will schedule these presentations if required.

Price Not Determinative

The WorkLink Workforce Development Board reserves the right to select such proposers or offerors which it deems appropriate and are not bound to accept any proposal based on price alone, further reserving the right to reject any and all proposals if it is deemed to be in the Local Workforce Development Area's best interest.

Appeal/Protest Policy

Proposers or offerors dissatisfied with the decisions regarding grant awards and/or other aspects of the procurement process may appeal to the WorkLink Workforce Development Board Executive Committee. A written appeal must be received within 15 days of the date of the letter notifying the proposers or offerors of the decision.

No Request Proposal Reply

Any person or entity who receives a release for WorkLink RFP # 21-WIOA-01, and elects not to submit a proposal, should send a "Letter of Non-Reply" to the WorkLink Workforce Development Board by the cited deadline for receipt of proposals 1:00 p.m., Tuesday, April 19, 2022. A "Letter of Non-Reply" should include a request to either remain on or to be removed from the Bidder's List. Individuals or entities who do not reply with either a Proposal or "Letter of Non-Reply" will be removed from the Bidder's List. Individuals or entities must submit a new request in writing to be placed on the Bidder's List.

Disclosure of Proposal Contents

Each proposal will be held in confidence and will not be revealed or discussed with competitors during the procurement process. Proposals selected for funding through this solicitation will be subject to (Freedom of Information Act (FOIA) requests once the procurement process has been completed. All materials submitted with the Proposal and the Proposal itself become the property of the WorkLink WDB and will not be returned. The WorkLink WDB reserves the right to use any or all ideas presented in any proposal. Selection or Rejection of the proposal does not affect this right.

Request for Proposal Response Package

For the proposers or offerors convenience, the Request for Proposal and its attachments are located on the website <http://www.worklinkweb.com/welcome/request-for-proposals/>. The format and sequence of the response package must be followed. Failure to provide all the information requested by the Request for Proposal will result in the proposal being deemed non-Responsive and thus eliminating it from funding consideration

Required Signature

The original proposal must be signed and dated by a representative of the entity authorized to commit to the provisions of the Request for Proposal. **Unsigned and undated proposals will be rejected as being Non-Responsive.**

Responsiveness of Proposals

1. Proposals will be reviewed for responsiveness based on the criteria established in the Proposal Guidelines, Evaluation Criteria and Rating System.
2. Proposals will be opened and the Preliminary Review for Responsiveness will be conducted by the WorkLink Workforce Development Board staff in the presence of one or more witnesses by 5:00 PM, Tuesday, April 19, 2022 in the WorkLink Office.
3. **Failure to provide all the information requested by the Request for Proposal will result in the proposal being deemed Non-Responsive and thus eliminating it from funding consideration.**

Proposal Narrative Instructions

In order to provide a clear picture of the program design, program activities/services, anticipated outcomes, and the proposer's or offeror's capability of delivering the services, please address all of the following areas in order.

- A) Executive Summary-**A brief summary highlighting such details as the number to be served, planned outcomes, and the basic program approach.
- B) Main Purpose of Program-**Similar to a mission statement and should also be a brief statement of what the program intends to accomplish.
- C) Goals/Objectives/Performance Outcomes-** Describe your recruitment process for the population to be served. At a minimum this should include the number to be served (from target groups if appropriate) and projected performance levels of performance.
- D) Target Group(s)-**If a specific group will be served by this project, identify the target group and number to be served.
- E) Staffing Plan-**Describe the range of activities to be performed by the WIOA funded employment and training program staff. A Job Title and Job Description must be provided for each WIOA-funded position included in the proposed project. If an employee in a particular position is to be partially funded by one WIOA project and partially funded by another WIOA project, a Job Title and Job Description is required for both positions. The identity by name, job title, and last four digits of the social security number is required for each employee expected to be funded with WIOA funds. If identification of applicable employees cannot be made at this time, it should be so stated, and all other required information should be included in the proposal or offer.

It is requested that youth program staff have a bachelor's degree or an associate's degree with relevant experience in an area related to human resource, sociology, psychology, business or other human service related field. A master's degree is not a requirement. Staff will be required to complete and pass their Career Development Facilitation (CDF) training within one (1) year of hire or assignment to a WIOA-funded contract. Youth program staff shall be assigned and requested to dedicate 100% of their time and focus to delivery of youth program services. Job descriptions and resumes are requested for each position, and only staff listed in the budget may be paid utilizing WIOA funds from this grant. **Staff funded with WIOA funds may only perform WIOA duties.**

For each existing staff person include in addition to education and experience information, all workshops, conferences, seminars, professional organizations, and/or other activities that staff has participated in during the past two years to stay abreast of current information, procedures, practices, regulations, technological, or programmatic operations.

For vacant staff positions, the proposer or offeror should attach a statement which addresses their commitment to hire qualified staff and ensure that staff stays current and knowledgeable in all areas associated with their job responsibilities. Special technological and computer skills possessed by staff persons are important for the efficient utilization and maintenance of the client tracking system.

F) Facilities-Describe the location where the program will operate. Satellite training sites must be included when applicable. Is the facility capable of housing the program? Is it accessible and safe? Is the facility ADA Compliant? Describe how you will ensure that all communities within the tri-county area will have access to WIOA services, include successful past experiences.

G) Partnerships-Describe any partnerships that will be used in the project. Who is involved? What are the roles and responsibilities of each partner? Include letters of support from the partners and any Memorandum of Agreements already in place. Describe how you will coordinate services and collaborate with the WIOA required partners and other added partners as appropriate.

H) Description of the Proposer or Offeror-What is the legal organizational name, the legal status, and the main purpose of the organization? How is the organization currently funded? Include the names and titles of the organizational management. Include an organizational chart showing lines of authority for the agency. If possible, include a financial statement and the last audit report. Also include the following:

- Size of organization.
- Number of years in operation.
- How this program will fit into your overall agency organization.
- Qualifications of key staff (including resume.)
- Internal structure including management and supervision to operate this program.
- Internal monitoring process to ensure program quality, customer satisfaction, and contract compliance.
- Staff development plan (including how plan was developed).
- Electronic infrastructure and information sharing capabilities that can be used for client services.

I) Experience-Outline specific programs that the organization has operated during the past two years. Give program descriptions, funding sources, performance information, and references. **(If including WIOA Youth Performance, the proposer should provide the official/confirmed PY19 and PY20 WIOA Quarterly Report Summary-4th Quarter (Rolling 4 Quarters) and/or the Annual Report of Local Area Performance data).** If the organization has not provided specific programs in the past two years outline programs with similar services. Include the following:

- Number of years for each population.

- Coordinated activities with schools, faith-based and/or community organizations, and business/employers in operating those programs and your role within those partnerships.
- Actual figures showing past experience and performance for each population in your proposal.
- Reporting documents and special projects used in past experiences.
- Performance for each population including WIOA eligibility barrier populations using:
 - Additional Required Youth Program Elements
- How you measured success including which measures were the most important indicators?
- Locations where services were provided. Describe how those locations met the accessibility, security, environmental, and literacy requirements of each population.

J) Administrative Capacity-Describe the process the organization uses to capture and report information on program participants. What monitoring and evaluation of program operations and staff are routinely carried out?

K) Fiscal Capacity-Describe the process the organization uses to capture and report fiscal information. What systems are in place to ensure fiscal accountability and appropriate expenditure of funds?

1. Describe your fiscal system and how it will ensure integrity in using these funds. Provide the most recent audit and cash management reports.
2. Describe how you plan to provide financially for the expansion needed to locate services in the three (3) counties of this region.
3. Describe your plan to implement services and the timeline you will follow if awarded the contract.

L) Subcontracts-Are there plans to subcontract with others for services or activities contained in the proposal? If so, describe the nature of those subcontracts, the subcontractor, the services, and activities to be provided by the subcontractor and the planned cost.

M) Program Description-For each Activity proposed (i.e., Eligibility, Objective Assessment, Youth Case Management, and Follow-up) describe the overall plan of service that will be made available for the population to be served. How will you make the public aware of WIOA Services for Youth? How will you recruit in-school and out-of-school youth? How will participants flow through the program?

Describe how the following activities will be provided. How will you address the emphasis on Career Pathways? Additionally, for the Youth Program how will the additional youth required elements be provided?

- Outreach/Recruitment/Orientation
- Eligibility Determination/Objective Assessment/ISS Plan
- Case Management

- Program Services
- Obtain Credential Attainment/Placement in Employment, Training, Education/Post-Secondary Education
- Follow-up (All youth must receive twelve (12) months of follow-up services).

Describe in detail what will your Case Management services include and how will you accomplish the goals of the program, in addition to achieving positive outcomes with the at-risk youth population? Also, include how much time Case Managers will spend weekly with each participant to meet the WIOA youth program requirements, WIOA regulations, guidelines, activities, and any/all additional responsibilities to accomplish positive participant outcomes and exceed or meet performance measures?

Describe in detail how you will provide work experience and hourly stipends for youth? How will you develop work sites? How will you match youth to appropriate work experience training opportunities? How will you meet the 20% work experience expenditure mandate? What innovation or process will you offer to continue work experience activity during a pandemic or extenuating circumstance? **Under the Workforce Innovation and Opportunity Act of 2014, this required youth element is mandated and should be considered a priority when developing a proposal.**

Describe in detail how you will provide work readiness preparation and soft skills? Identify what curriculum or resources will be used to provide training to the youth participant?

Describe in detail how the program operator/management will supervise/monitor all Case Management services being provided to the youth participant? Include any tools, resources, or internal controls you may utilize.

Describe how you will ensure customer satisfaction through the continuous improvement of your program operations including who will be responsible for collecting customer feedback, reviewing, and utilizing the results.

Describe in detail how you will link, coordinate, and/or collaborate with other programs and services. How will you utilize your community and business connections to benefit youth?

Describe how you will ensure participant confidentiality and privacy.

Additional Required Fourteen (14) Youth Program Elements

Proposers or offerors must demonstrate how the WIOA required fourteen (14) youth program elements will be made available to WIOA eligible youth. The

proposal must clearly indicate who will provide each of the additional required fourteen (14) youth program elements.

Proposal Budget and Program Planning Instructions

Instructions for Completing Budget Forms

The **Budget Summary** is a summary of allowable cost objectives or categories by line item.

The **Staff Salaries, Fringe Benefit and Indirect Cost Worksheet** and the **Cost and Price Analysis Worksheet** present a detailed cost and price analysis of the individual allowable cost by line item and cost objectives/categories as contained in the Budget Summary. The user of these forms should notice that the Budget Summary and the Cost and Price Analysis Worksheets are laid out in unison. With that point in mind, the Staff Salaries, Fringe Benefit and Indirect Cost Worksheet and the Cost and Price Analysis Worksheet should be completed first. The total of each appropriate line item should then be transferred to the corresponding line item on the Budget Summary. The worksheets are set up with formulas so that by filling in the yellow shaded cells, the lavender shaded cells should automatically fill in. The totals are set to fill in the Budget Summary page. If an error is detected in the worksheet formulas, please contact WorkLink to report the problem.

The proposer or offeror should fill-in appropriate lines of the Cost and Price Analysis Worksheets based on its projected personnel and non-personnel cost of operating its proposed WIOA project. One primary purpose of the Cost and Price Analysis Worksheets is to determine the proposer's or offeror's projected cost and price in operating such WIOA project; therefore, it is imperative that each applicable line and/or blank be filled in completely. Where necessary, additional information must be attached as exhibit(s) to the extent that the basis for all cost is clearly and fully identified. All pages of the Cost and Price Analysis Worksheets should be completed and attached (including blank pages) to the Budget Summary.

The **Client Flow** form is a projection of the number of the participants to be enrolled and served throughout the year. Care should be taken in completing this form. It is not anticipated that the same numbers of participants will be enrolled each month.

EVALUATION CRITERIA AND RATING SYSTEM

Evaluation Panel Briefing

The Chairperson of the Workforce Development Board (WDB) and/or Youth Committee Chair, or his/her designee, will address each of the following areas with the review panel before the evaluation process begins.

1. Conflict of Interest – Does any member of the panel have a conflict of interest by sitting on the evaluation panel? The following are examples of conflicts of interest: (1) Part ownership in company; (2) Family member works for or has part ownership in company; and/or (3) any other reason a member of the evaluation panel cannot give an impartial decision.
2. Independent Evaluation – Each member of the evaluation panel must score each and every proposal independently. Members may not confer with each other in determining a score and no two proposals can be compared to each other for the purposes of determining scores.
3. Rating Structure – The evaluation points for each award criteria will be assigned before the evaluation process begins.
4. Documentation of Scoring – Each member of the evaluation panel must support their reasoning with appropriate documentation and explanation.
5. Oral Presentation – The panel may feel that an oral presentation is necessary to reach a final decision
6. Protest Hearing – All decisions by the panel are subject to protest. Each member and/or the whole panel may be called upon to explain or defend each rating.
7. Confidentiality – Anything discussed during the whole evaluation process is to be considered confidential.

EVALUATION CRITERIA

The criteria that will be used to evaluate proposers or offerors are listed below along with their point values. A proposal must receive an aggregate score of 70 from the Review Panel in order to be considered for funding.

	WEIGHT
A. Program Design Considerations	25
1. Are the target groups clearly identified and does the proposer or offeror have the ability to reach these groups? Does the proposer or offeror identify outreach and/or recruitment strategies? (Target Groups)	
2. Are the facilities described adequate to serve the number of participants proposed? Are the facilities accessible and safe? Do the facilities comply with Americans with Disabilities Act requirements? (Facilities)	
3. Does the proposer or offeror describe the partners that will be used? Are the roles clearly defined? Are letters of support from the partners included? (Partnerships)	
4. If the proposer or offeror is subcontracting, are the agreements fully described? (Subcontracts)	
5. Does the agency have the capability to provide or arrange, through coordination with SC Works Centers and other community organization/businesses, appropriate supportive services or financial assistance as specified in accordance with the participants service strategy? (Program Description)	
6. Does the proposer or offeror have the capability to provide services beyond standard case management (i.e., assessment, employability skills, etc.) Does the proposer or offeror indicate its plan for monitoring participant progress? (Program Description)	
7. Does the proposer or offeror have relevant program experience from the last two years included in the description?	
8. Does the proposer or offeror present an acceptable plan for job development which demonstrates the ability to place skilled workers with employers seeking a skilled workforce? (Program Description)	
B. Proposer or Offeror Qualifications	25
1. Does the proposer or offeror have the organizational Structure to properly administer the program proposed? (Description of Proposer or Offeror)	
2. Does the proposer or offeror have the background and experience in providing training services to citizens of the local community? Does the proposer or offeror include a current organization chart and job descriptions for all budgeted staff? (Experience)	
3. Does the proposed staff have the appropriate education and/or experience to provide the services outlined? Has staff participated in	

workshops, conferences, seminars, professional organizations and/or other activities to stay current? For vacant positions, is the required educational and experience of applicants sufficient to enable the proposer or offeror to meet the goals of case management? (Staffing Plan)

C. Proposed Performance

20

1. Has the proposer or offeror clearly outlined the goals and objectives of the program? Has the proposer or offeror proposed outcomes which are acceptable?
2. Does the proposer or offeror have successful experience in providing intensive services to the eligible population?
3. Does the proposer or offeror have relevant program data from the last two years? If yes, provide verification of last two years of data and performance outcomes.
4. For proposer or offeror who have been awarded previous contracts/grants with the Workforce Development Board, do the results of the proposer or offeror most recent grant(s)/contracts(s) demonstrate successful performance? **(If including WIOA Youth Performance, the proposer should provide the official/confirmed PY19 and PY20 WIOA Quarterly Report Summary-4th Quarter (Rolling 4 Quarters) and/or the Annual Report of Local Area Performance data).** Has the proposer or offeror demonstrated successful service strategies, counseling, and case managing techniques as demonstrated by successful placement, monitoring, and customer satisfaction? Did the most recent monitoring of the South Carolina Department of Employment and Workforce and/or Local Workforce Development Area require correction of the proposer or offeror? If yes, has improvement been realized in the area(s) identified and/or was the plan of correction acceptable?

D. Fiscal Responsibility

10

1. Has the proposer or offeror demonstrated ability to safeguard federal funds? Does the proposer or offeror have the ability to repay disallowed costs if such disallowances are made in the monitoring or audit of the contract/grant? Does the availability of this source and the amount available provide security the Workforce Development Board needs to contract with the entity?
2. Does the proposer or offeror have a history which is not characterized by fraud or criminal activity of a significant nature? Does the proposer or offeror have a history which is not characterized by administrative deficiencies and/or disallowed costs? Does the proposer or offeror have a history which is not characterized by failure to comply with audit, monitoring, or reporting requirements that has been ongoing for two or more consecutive years?

E. Budget 10

1. Are costs reasonable in terms of the activities to be provided and the performance outcomes to be achieved?
2. Was the budget detailed and accompanied by a budget narrative?

F. General Responsiveness 10

1. Does the proposal demonstrate an understanding of information requested and conform to the requirements of the Request for Proposal?
2. Is the response complete with the items requested?
3. Is there internal consistency of data presented?
4. Is the abstract clear and concise?

RESOURCES

Workforce Innovation and Opportunity Act of 2014

It will be the responsibility of the proposers or offerors to have a working knowledge of the WIOA Act of 2014 Rules and Regulations and Training and Employment Guidance Letters (TEGL). The U.S. Department of Labor (DOL) has a website for the latest on WIOA ACT of 2014 Regulations:

- www.doleta.gov/WIOA
- <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>
- <https://wdr.doleta.gov/directives/eSearch.cfm?n=tadv&q=WIOA+Youth>

Demographics and Labor Market Information

It is recommended proposers or offerors research and review demographic and labor market information of the Local Workforce Development Area for the Counties of Anderson, Oconee, and Pickens in South Carolina.

- <https://jobs.scworks.org/vosnet/lmi/default.aspx>
- <https://lmi.dew.sc.gov/lmi%20site/CommunityProfiles.html>

Disclaimer: WorkLink Workforce Development Board may request modification of program design or the delivery of services due to WIOA Rules and Regulations, changes in Terms and Conditions, Training and Employment Guidance Letters (TEGL), Code of Federal Regulations (CFR), Polices, Procedures, etc. Should a request for a change occur, bidding organizations or service providers must allow for any changes to be made to the program design, delivery services, or any other area identified by legislation, DOL or State guidance, and/or Local Workforce Development Board/Youth Committee direction. Staff of Administrative Entity will assist bidding organizations or service providers in the redesign to ensure consistency and compliance with WIOA regulations and requirements, DOL, State, LWDB, and Youth Committee /Committee policy.

All WIOA funding will be subject to the OMB circular 2 CFR Part 200 and 2 CFR Part 2900. The successful bidder will need to be familiar with the new OMB circulars, and should reference TEGL 15-14, and Implementation of Uniform Guidance Regulations for further information.

ATTACHMENTS

- WIOA Terms and Conditions Part III
- WorkLink Local Addendum to WIOA Terms and Conditions Part III
- Proposal Signature Sheet
- Budget Forms
- Proposal Checklist
- Proposal Rating Sheet

PART III
TERMS AND CONDITIONS

3.0 LEGAL AUTHORITY

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

3.1 AWARDING ENTITY

3.1.1 As the awarding entity, the Department of Employment and Workforce (DEW), has the following oversight responsibilities:

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

3.2 FINANCIAL SYSTEM AND REPORTING

3.2.1 The Grantee is responsible for developing and implementing procedures and standards for reporting financial, programmatic, and customer information in the required timeframes and using the systems and formats specified by DEW.

3.2.2 The Grantee shall maintain fiscal records and supporting documentation for all expenditures of funds under the Grant Agreement. The Grantee must provide adequate, qualified staff to prepare required reports. Proper internal controls are required to ensure separation of duties.

3.2.3 Costs incurred by the Grantee prior to the start date specified in the Grant Agreement are incurred at the Grantee's own expense. Prior authorization for pre-award spending must be obtained from DEW and the US Department of Labor before any costs are incurred.

3.2.4 Payment by DEW of Indirect Costs incurred requires the Grantee to submit its approved Indirect Cost Rate or Acceptance of Certification of Indirect Costs from its cognizant

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

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

3.3 RECORDKEEPING

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

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

3.3.4 The Grantee agrees to maintain the confidentiality of any information that identifies or may be used to identify any grant and benefit participants. The Grantee shall not disclose or re-disclose any employer or personally identifying information of the subject of the information unless permitted by law.

3.3.5 All releases of information shall be in accordance with State and Federal law, regulations and guidelines, including but not limited to S.C. Code Ann. § 41-29-160; the Family Privacy and Protection Act (S.C. Code Ann. § 30-2-10 et al), 20 CFR 603, and IRS Publication 1075.

3.4 PROCUREMENT

3.4.1 The Grantee must have written procedures for procurement transactions that comply with State regulations. Procedures may reflect applicable local laws and regulations, provided they conform to applicable Federal law and the standards identified in 2 CFR Parts 200.318 through 200.326.

3.4.2 Procurement standards must ensure fiscal accountability and prevent waste, fraud, and abuse. The Grantee will conduct procurement in a manner that provides full and open competition consistent with the standards of 2 C.F.R Part 200.319.

3.5 ADDITIONAL CONDITIONS AND ENFORCEMENT

3.5.1 The Grantee acknowledges and accepts that special additional conditions may be unilaterally imposed by DEW in accordance with 2 CFR 200.207. Such conditions may be imposed if the Grantee demonstrates one or more of the following conditions:

- a history of unsatisfactory performance;
- financial instability;
- management system(s) that do not meet standards prescribed in 2 CFR 200.300 et seq.;
- noncompliance with terms and conditions of previous Federal awards or sub awards;
- absence of responsibility disclosed as a result of ongoing evaluation of risk by DEW conducted in accordance with 2 CFR 200.331(b);
- reports and findings from audits performed under 2 CFR Subpart F – Audit Requirements of this part or the reports and findings of any other available audits; and/or
- inability to effectively implement statutory, regulatory, or other requirements.

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

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

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

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

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

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

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

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

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

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

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

3.6 CHANGES AND AMENDMENTS

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

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

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

3.7 ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

3.8 CERTIFICATIONS

3.8.1 Lobbying (2 CFR §200.450)

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

3.8.2 Debarment, Suspension, and Other Responsibility Matters

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

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

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

WORKFORCE INNOVATION & OPPORTUNITY ACT
WorkLink WDB
Local Area Addendum
to
PART III - TERMS AND CONDITIONS
(Revised November 22, 2016)

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3.0

STATEMENT OF PURPOSE

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

3.1

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

- (b) which is classified for accounting purposes as a "fixed asset"; and
- (c) the cost of which increases the recorded value of the existing building, structure or major item of equipment and is subject to depreciation.

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

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

3.2 LEGAL AUTHORITY

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

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

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

3.2.1 Business Licensing/Taxation/Insurance Requirements

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

3.3 AWARDING ENTITY

3.3.1 Oversight Responsibilities

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

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

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

3.3.2 Funding Obligations

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

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

3.4 RECIPIENTS/SUBRECIPIENTS/SUBGRANTEES

3.4.1 Assurances of Compliance

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

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

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

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

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
3. 2 CFR 200 Uniform Administrative Requirements, cost principles, and audit requirements for federal awards, including 2 CFR Appendix II to part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards

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

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

3.4.2 Time of Performance

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

3.4.3 Satisfactory Performance

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

The recipient/subrecipient/subgrantee agrees that performance satisfactory to the Awarding Entity is essential to the life of this Agreement. Performance below relevant standards, as stated in the Agreement, will constitute non-compliance with the terms of this Agreement. It is the responsibility of the Awarding Entity to notify the recipient/subrecipient/subgrantee when it is not in compliance. It is the responsibility of the recipient/subrecipient/subgrantee to present a plan for corrective action including the date on which results of the corrective action may be expected, or to present just cause for modification of the performance standards.

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

3.5

RECIPIENT/SUBRECIPIENT/SUBGRANTEE FINANCIAL MANAGEMENT SYSTEM AND RESPONSIBILITIES

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

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

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

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

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

The recipient/subrecipient/subgrantee shall submit a financial report which includes a report of all costs incurred under the Agreement up to and including the last day of the month. These reports will include accruals for cost of goods and services received where payment will be made within the next 30 days. These reports are due by the tenth (10th) day of the following month, according to the terms set forth in the grant agreement.

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

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

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

3.5.1 Method of Payment

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

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

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

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

3.5.2 Repayment and Adjustments in Payments

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

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

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

3.5.3 Closeouts

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

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

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

3.5.4 Cash Depositories

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

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

3.5.5 Program Income

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

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

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

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

The recipient/subrecipient/subgrantee may retain any program income earned by the recipient/subrecipient/subgrantee only if such income is added to the funds committed to the particular WIOA grant under which it was earned and such income is used for WIOA purposes and under the terms and conditions applicable to the use of grant funds.

3.5.6 Indirect Costs

The recipient/subrecipient/subgrantee will not be reimbursed for any indirect costs under this Agreement until the recipient/subrecipient/ subgrantee has a current Indirect Cost Agreement executed and approved by a cognizant agency of the United States

Government. Written documentation is required for an exemption of approval from the cognizant agency for the Indirect Cost Agreement. Indirect costs submitted for reimbursement must have an executed plan available for review as appropriate during regular monitoring visits.

3.5.7 Bonding Requirements for Advance Payments

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

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

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

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

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

3.5.8 Legal Fees

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

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

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

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

This Section shall not be construed as requiring the Awarding Entity's approval or disapproval of any individual who may be selected as legal counsel, or as the Awarding

Entity's approval or disapproval of the use of legal counsel in general. In the event the recipient/subrecipient/ subgrantee elects to employ legal services, such services shall be subject to the provisions of this Agreement.

3.5.9 Assignment of Interest

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

3.5.10 Meetings, Conferences and Travel Payments

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

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

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

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

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

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

3.5.11 Prevention of Fraud and Abuse

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

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

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

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

3.6 PARTICIPANT DATA SYSTEM

3.6.1 Participant Information

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

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

3.6.2 Recipient/Subrecipient/Subgrantee Responsibilities

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

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

Entity to measure accomplishments or performance in achieving the objectives stated in this Agreement.

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

3.7 PARTICIPANT PAYMENTS, BENEFITS AND WORKING CONDITIONS

3.7.1 Payments to Participants

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

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

3.7.2 Benefits and Working Conditions

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

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

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

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

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

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

No participant will be required or permitted to work; be trained, or receive service in buildings or surroundings; or under working conditions that are unsanitary, hazardous or

dangerous to his or her health or safety. Participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices. Training will be conducted in a commercial building. Residential buildings are not considered suitable training sites. (Homes, apartments, and other domiciles currently occupied as a private residence for individuals/families are unallowable training sites.)

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

3.7.3 Supportive Services

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

3.7.4 Retirement Programs

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

3.7.5 Child Labor

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

3.8 REQUIREMENTS FOR RECORDS

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

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

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

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

A recipient/subrecipient/subgrantee who goes out of business or is unable to retain records as described above will transfer all records above to the Awarding Entity in an

orderly manner. Each box will be labeled and in acceptable condition for storage. The Awarding Entity will inventory the contents of each box prior to or upon acceptance.

3.8.1 Substitution of Microfilm

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

3.8.2 Right of Access to Records

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

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

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

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

3.8.3 Fees

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

3.9 PROCUREMENT

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

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

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

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

3.9.1 Methods of Procurement

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

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

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

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

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

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

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

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

- (b) **Sealed Bids (Formal Advertising):** publicly solicited procurement for which a firm fixed-price contract (lump sum or unit price) or other fixed-price arrangement is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the Invitation for Bids, is the lowest in price. Bids shall be solicited from three or more responsible bidders. If bids to a solicitation are not received, the recipient/subrecipient/subgrantee may determine the fair market value from three or more Internet vendors and then proceed with the purchase.
- (c) **Competitive Proposals:** normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type of contract is awarded. Each competitive proposal process must include a documented methodology for technical evaluations and awarded to responsible offeror whose proposal is most advantageous to the program with price, technical and other factors considered. This method is generally used when conditions are not appropriate for the use of sealed bids.

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

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

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

Each recipient/subrecipient/subgrantee shall minimize the use of sole source procurement to the extent practicable, but in every case, the use of sole source procurement shall be justified and documented and in accordance with its procurement policies. Procurement by non-competitive proposals may be used only when the award of a grant/ contract is infeasible under small purchase procedures, sealed bids, or competitive proposals. All methods should be exhausted before a non-competitive procurement can be determined.

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

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

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

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

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

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

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

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

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

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

3.9.2 Selection of Service Providers through Formal Grant Process

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

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

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

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

Recipients/subrecipients/subgrantees should not enter into agreements/contracts/grants/awards/sub-awards or similar types of written contracts, or transfer current grant

agreements for services to any organization, individual, or group without prior written permission from the WorkLink WDB.

3.9.3 Conflict of Interest

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

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

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

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

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

3.9.4 Nepotism

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

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

from the Awarding Entity before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

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

3.9.5 Conducting Business Involving Close Personal Friends and Associates

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

3.9.6 Property Management Standards

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

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

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

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

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

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

In the event that the recipient/subrecipient/subgrantee is indemnified, reimbursed or otherwise compensated by a third party for any loss, destruction of or damage to the

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

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

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

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

3.10 CHANGES AND MODIFICATIONS

3.10.1 Amendments

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

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

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

3.10.2 **Modifications**

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

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

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

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

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

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

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

3.11 **SUBCONTRACTING AND MONITORING**

3.11.1 **Sub-tier Agreements**

The recipient/subrecipient/subgrantee may purchase or subcontract for the services and/or activities specified in the Program Work Statement and Budget of this Agreement only with the prior written approval of such subcontracts and subcontractors by the Awarding Entity, and in accordance with procurement requirements in the U.S. Department of Labor's One Stop Comprehensive Financial Management Technical Assistance Guide, Chapter II-10 and the South Carolina Consolidated Procurement Code, as amended. The recipient/subrecipient/subgrantee, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the Awarding Entity is in no way liable to the subcontractor. In order to

assure the Awarding Entity of strict performance of this Section, the recipient/subrecipient/subgrantee must submit to the Awarding Entity subcontract Agreements for review upon request.

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

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

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

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

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

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

3.11.2 Monitoring

The recipient/subrecipient/subgrantee, unless specifically relieved of this responsibility elsewhere in this Agreement, is required to monitor the program of its subcontractors, if any, to ensure compliance with the Act and the Regulations and the provisions of the sub-agreement. All monitoring visits must be documented by written reports.

3.12 TERMINATION PROVISIONS

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

3.12.1 Termination for Convenience

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

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

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

3.12.2 Termination for Cause

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

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

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

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

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

(b) if an appeal has been made, the amount finally determined on such appeal.

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

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

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

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

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

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

3.13 AUDITS

3.13.1 Audits and Inspections

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

- (a) the Awarding Entity shall have the authority to examine the books and records used by the recipient/subrecipient/subgrantee in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the Awarding Entity, the Awarding Entity

reserves the right to withhold any or all of its funding to the recipient/subrecipient/subgrantee until such time as they do meet these standards;

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

When a fiscal or special audit determines that the recipient/subrecipient/ subgrantee has expended funds which are questioned under the criteria set forth herein, the recipient/subrecipient/ subgrantee shall be notified and given the opportunity to justify questioned expenditures prior to the Awarding Entity's final determination of the disallowed costs, in accordance with the procedures established under WIOA.

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

3.13.2 Audit Reports

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

3.14 ASSURANCES

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

- A. WIOA Section 188 (29 CFR, Part 38), which provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination

under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief, and, for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in a WIOA Title I-financially assisted program or activity;

- B. Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972, which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;
- C. Title VII of the Civil Rights Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;
- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;
- E. The Age Discrimination Act of 1975 (42 U.S.C. §6101), as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- F. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;
- G. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688), as amended, which prohibits discrimination on the basis of sex in educational programs;
- H. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;
- I. Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination in employment on the basis of genetic information;
- J. Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;
- K. Section 508 of the Rehabilitation Act (29 U.S.C. §794d), which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;
- L. Jobs for Veterans Act (38 U.S.C. §4215), which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor

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

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

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

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

- T. Special Requirements for Conferences and Conference Space. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;
- U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;
- V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;
- W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and
- X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3). The notice must contain specific wording regarding the prohibited bases and the process for filing a complaint, as required by 29 CFR §38.30.

3.14.1

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

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

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

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

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

3.14.2 Veterans Employment

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

3.14.3 Relocation

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

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

3.14.4 Disputes and Court Action

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

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

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

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

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

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

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

3.14.6 Complaints of Discrimination

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

3.14.7 Complaints and Reports of Criminal Fraud, Waste and Abuse

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

3.14.8 Non-WIOA Remedies

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

3.14.9 Appeals Process

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

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

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

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

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

Pending final determination of a dispute, the recipient/subrecipient/subgrantee shall proceed diligently with the performance of the Agreement and in accordance with the Awarding Entity's decision, unless the Agreement is otherwise terminated by either parties. The decisions of the WorkLink WDB (appointed committee) with a written appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. The recipient/subrecipient/subgrantee shall notify the Awarding Entity in writing of any actions or suits filed and of any claims made against the Awarding Entity, the recipient/subrecipient/subgrantee or any of the parties involved in the implementation, administration and operation of the programs funded through this Agreement.

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

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

3.15 OTHER STIPULATIONS

3.15.1 Other Stipulations Governing this Agreement

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

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

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

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

3.15.2 Hold Harmless

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

3.15.3 Non-Federal Employees

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

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

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

Funds received under WIOA may not be used to directly support religious instruction, worship, prayer, proselytizing, or other inherently religious practices. Except as described below, the recipient/subrecipient/subgrantee must not employ WIOA participants to carry out the construction or maintenance of any part of any facility that is used, or is to be used for religious instruction or as a place of religious worship.

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

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

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

3.15.5 Unionization and Political Activity

3.15.5.1 Union

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

3.15.5.2 Political Activity

- (a) The recipient/subrecipient/subgrantee may not select, reject or promote a participant or employee based on that individual's political affiliation or beliefs. The selection or advancement of employees as a reward for political services or patronage is partisan in nature; is discrimination based on political belief or affiliation; and is prohibited. There shall be no referrals for WIOA jobs, nor selection of participants or service providers, based on political affiliation.
- (b) No program-under the Act may involve political activities, including but not limited to:
 - (1) participant or employee participation in partisan or non-partisan political activities in which such participant or employee represents himself/herself as a spokesperson for the WIOA program;
 - (2) participant or employee participation in partisan or non-partisan political activities during hours for which the participant or employee is paid with WIOA funds;
 - (3) employing or out-stationing participants in the office of a member of Congress or state or local legislator or any staff of a legislative committee; or
 - (4) employing or out-stationing participants in the immediate offices of any chief elected executive official, chief executive officers, or officers of a state or unit of general local government.
- (c) Neither the program nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way or to any extent, engaged in the conduct of political activities in contravention of **Chapter 15 of Title 5, United States Code**, known as the "**Hatch Act**".

- (d) No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress or to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislatures.

3.15.6 Maintenance of Effort

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

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

3.15.7 Lobbying (2 CFR §200.450)

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

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

3.15.8 Debarment, Suspension, and Other Responsibility Matters

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

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

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

WORKFORCE DEVELOPMENT BOARD
 WorkLink Workforce Innovation and Opportunity Act
GRANT BUDGET SUMMARY

Service Provider _____ Contract # _____

Project/Activity _____ Funding Source _____ Modification # _____

Line Items	Administrative	Non-Administrative	Total Budget Amount	In-Kind Contributions *
Salaries & Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Facilities/Rent Costs (space)	\$ -	\$ -	\$ -	\$ -
Non-Expendable Equipment Costs	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -
WI Customer Wages and Fringe Benefits		\$ -	\$ -	\$ -
WI Customer Individualized Training Costs		\$ -	\$ -	\$ -
WI Customer Supportive Services Costs		\$ -	\$ -	\$ -
WI Customer Needs-Based/Needs-Related Payment Costs		\$ -	\$ -	\$ -
WI Payments to Employers Costs		\$ -	\$ -	\$ -
Staff Training/Tech Services Costs	\$ -	\$ -	\$ -	\$ -
Other Direct Costs	\$ -	\$ -	\$ -	\$ -
Training Fees/Professional Fees/ Profit	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -
Total Budget Costs	\$ -	\$ -	\$ -	\$ -
Percentage of Budget	#DIV/0!	#DIV/0!	#DIV/0!	
Cost Limitations	2% Maximum	At least 98%	100%	

* In-Kind Contributions should not be included when calculating the Percentage of the Budget.

WORKFORCE DEVELOPMENT BOARD
 WorkLink Workforce InNOVATION AND Opportunity Act
STAFF SALARIES, FRINGE BENEFITS & INDIRECT COST

Service Provider _____ Contract # _____

Project/ Activity _____ Funding Source _____ Mod # _____

STAFF & INDIRECT COST - BUDGET SUMMARY

SALARIES, FRINGE BENEFITS, & INDIRECT COST					ADMINISTRATION		NON-ADMINISTRATIVE		In-Kind Contributions*
Staff Salaries: Position Title	Salary Per Month	No. of Months	% of Time	TOTAL AMOUNT	%	Amount	%	Amount	
	\$ -	0	0%	\$ -	0%	\$0	0%	\$0	\$ -
	\$ -	0	0%	\$ -	0%	\$0	0%	\$0	\$ -
	\$ -	0	0%	\$ -	0%	\$0	0%	\$0	\$ -
	\$ -	0	0%	\$ -	0%	\$0	0%	\$0	\$ -
	\$ -	0	0%	\$ -	0%	\$0	0%	\$0	\$ -
	\$ -	0	0%	\$ -	0%	\$0	0%	\$0	\$ -
	\$ -	0	0%	\$ -	0%	\$0	0%	\$0	\$ -
TOTAL SALARIES				\$ -		\$0		\$0	\$ -
FRINGE BENEFITS:									
FICA	0%	X	\$ -	\$ -	0%	\$0	0%	\$0	\$ -
Workers Comp.	0%	X	\$ -	\$ -	0%	\$0	0%	\$0	\$ -
Health & Wealth (Pos. Level)	0%	X	\$ -	\$ -	0%	\$0	0%	\$0	\$ -
Ret. / Pension	0%	X	\$ -	\$ -	0%	\$0	0%	\$0	\$ -
Unemployment Insurance	0%	X	\$ -	\$ -	0%	\$0	0%	\$0	\$ -
Other (Specify)	0%	X	\$ -	\$ -	0%	\$0	0%	\$0	\$ -
TOTAL FRINGE BENEFITS				\$ -		\$0		\$0	\$ -
INDIRECT COST: RATE	0%	X	\$ -	\$ -	0%	\$0	0%	\$0	\$ -
TOTAL COST				\$ -		\$ -		\$ -	\$ -

Each position must be supported by a job description.

A current copy of your "Indirect Cost Rate" as approved by your Cognizant Agency and description of the costs covered must be attached to the budget as an Exhibit

WORKFORCE DEVELOPMENT BOARD
 WorkLink Workforce Innovation and Opportunity Act
COST AND PRICE ANALYSIS WORKSHEET

Service Provider _____ Contract # _____

Project/Activity _____ Fund Source _____ Mod # _____

Cost and Price Analysis	Total Cost	Administrative	Non-Administrative	In-Kind Contributions
FACILITIES COST *				
Total Cost of Facilities or Rent	\$ -			
NON-EXPENDABLE EQUIPMENT				
Equipment Rental Cost *				
Non-Expendable Equipment Purchases	\$ -			
Wide Area Network (WAN) Equipment and Computer Software	\$ -			
Total Cost of Non-Expendable Equipment	\$ -	\$ -	\$ -	\$ -
OPERATING EXPENSES				
Communications				
Local Telephone Cost	\$ -			
Long Distance Telephone Cost	\$ -			
Wide Area Network Lines	\$ -			
Postage ()	\$ -			
Facsimile (Fax)	\$ -			
Total Cost of Communications	\$ -	\$ -	\$ -	\$ -
Staff Travel				
Local Mileage cost	\$ -			
Non-Local Mileage cost	\$ -			
Non-Local Per Diem/Lodging Cost	\$ -			
Total Cost of Staff Travel	\$ -	\$ -	\$ -	\$ -
Expendable Supplies and Materials				
Office/Desktop Supplies and Materials Cost	\$ -			

Cost and Price Analysis	Total Cost	Administrative	Non-Administrative	In-Kind Contributions
Copying Cost *	\$ -			
WI Customer Supplies and Materials Cost *	\$ -			
Total Cost of Supplies and Materials	\$ -	\$ -	\$ -	\$ -
Equipment Maintenance and Repairs Cost *	\$ -			
Utilities Cost *	\$ -			
Total Operating Expenses	\$ -	\$ -	\$ -	\$ -
WI CUSTOMER WAGES AND FRINGE BENEFITS				
Work Experience Wages and Fringe Benefits				
Work Experience Wage Cost	\$ -			
Work Experience Fringe Benefits Cost	\$ -			
Total Cost of Work Experience	\$ -		\$ -	\$ -
Limited Internship Wages and Fringe Benefits				
Limited Internship Wage Cost	\$ -			
Limited Internship Fringe Benefits Cost	\$ -			
Total Cost of Limited Internship	\$ -		\$ -	\$ -
Miscellaneous Wage Cost (Specify) _____				
Wage Cost	\$ -			
Fringe Benefits Cost	\$ -			
Total Cost of _____	\$ -		\$ -	\$ -
Total Cost of WI Customer Wages & Fringe Benefits	\$ -		\$ -	\$ -
WI CUSTOMER INDIVIDUALIZED TRAINING COSTS				
Tuition Cost	\$ -		\$ -	\$ -
Instructional Supply Cost	\$ -		\$ -	\$ -
Other Individualized Training Cost	\$ -		\$ -	\$ -
Individual Training Account/Voucher Cost	\$ -		\$ -	\$ -
Total Cost WI Customer Individualized Training	\$ -		\$ -	\$ -
WI CUSTOMER SUPPORTIVE SERVICES COSTS				
Child Care	\$ -		\$ -	\$ -

Cost and Price Analysis	Total Cost	Administrative	Non-Administrative	In-Kind Contributions
Transportation	\$ -		\$ -	\$ -
Client Incentives	\$ -		\$ -	\$ -
Client Training Support Materials	\$ -		\$ -	\$ -
Client Emergency Assistance & Expungements	\$ -		\$ -	\$ -
Total Cost of Customer Support Services	\$ -		\$ -	\$ -
WI CUSTOMER NEEDS-BASED/NEED-RELATED PAYMENTS				
List Type and Amount	\$ -		\$ -	\$ -
	\$ -		\$ -	\$ -
	\$ -		\$ -	\$ -
	\$ -		\$ -	\$ -
Total Cost of WI Needs Based/Need-Related Payments	\$ -		\$ -	\$ -
WI PAYMENTS TO EMPLOYERS				
On-the-Job Training (OJT)	\$ -		\$ -	\$ -
Job Creation Payment Cost	\$ -		\$ -	\$ -
Total Cost of WI Payments to Employers	\$ -		\$ -	\$ -
STAFF TRAINING/TECHNICAL SERVICES COSTS				
List Type and Amount				
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Cost of Staff Training/Technical Services	\$ -	\$ -	\$ -	\$ -
OTHER DIRECT COSTS				
List Type and Amount				
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -

Cost and Price Analysis	Total Cost	Administrative	Non-Administrative	In-Kind Contributions
	\$ -	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ -	\$ -	\$ -	\$ -
TRAINING/PROFESSIONAL FEES/PROFIT				
Budgeted Profit	\$ -	\$ -	\$ -	\$ -
Professional Fees	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Total Cost of Training/Professional Fees/Profit	\$ -	\$ -	\$ -	\$ -

WORKFORCE DEVELOPMENT BOARD
 WorkLink Workforce Innovation and Opportunity Act
CLIENT FLOW PROJECTIONS

Service Provider _____ Contract # _____

Project Activity _____ Fund Source _____

Period	Clients Served			Clients Exited			Active Clients
	Carryover	New	Cumulative	Positive	Negative	Cumulative	
July	0	0	0	0	0	0	0
August		0	0	0	0	0	0
September		0	0	0	0	0	0
October		0	0	0	0	0	0
November		0	0	0	0	0	0
December		0	0	0	0	0	0
January		0	0	0	0	0	0
February		0	0	0	0	0	0
March		0	0	0	0	0	0
April		0	0	0	0	0	0
May		0	0	0	0	0	0
June		0	0	0	0	0	0

Active Clients equal Cumulative Clients Served minus Cumulative Clients Exited

Proposal Checklist Form

Forms

- Proposer/Offeror Signature Sheet Attached
- Budget Form Attached
- Client Flow Form Attached
- Proposal Checklist Form Attached

Format

- Correct number of copies attached
- Document formatted correctly

Narrative

- Is the executive summary which describes the number to be served, the outcomes that are planned, and the basic program approach included?
- Are the goals/objectives and performance outcomes clearly stated including the number of participants (from specific target groups as appropriate) that will be served and what the numeric outcomes of the program will be in terms of obtain credential, job placement, post-secondary education, increased wages, and obtaining additional skills and/or returning to school?
- Are Target groups clearly spelled out?

Does the program description describe:

- Outreach/Recruitment/Orientation
- Eligibility Determination/Objective Assessment/Individual Service Strategy (ISS) Plan
 - Case Management
 - Program Services
 - Follow-Up (All youth must receive twelve (12) months of follow-up services).
- Does the description tell how the program will address or make available the additional required fourteen (14) youth program elements?

Proposal Checklist Form

- How will the program interact with the SC Works Centers or make referrals to other community agencies/ entities?
- How will the program address career pathways?
- How will the program meet the priority 20% work experience expenditure mandate?
- Is a staffing plan included with relevant qualifications?
- Is a description of facilities included?
- Is a description of partnerships included?
- Is there a description of in-kind services?
- Is information on the administrative capabilities of the proposer included?
- Is relevant program experience from the last two years included in the description?
- Is relevant program performance data provided from the last two years? (If including WIOA Youth Performance, provide official/confirmed PY'19 and PY'20 WIOA Quarterly Report Summary-4th Quarter (Rolling 4 Quarters) and/or Annual Report of Local Area Youth Performance Data).
- Is the potential use of any subcontract described?
- Is a budget narrative included?
- Does the proposal address every evaluation criterion?

**REQUEST FOR PROPOSALS
RATING & EVALUATION FORM**

Proposer _____

Activity _____

Criteria	Weight	Score
Program Design Considerations	25	
Proposer's/Offeror's Qualifications	25	
Proposed Performance	20	
Fiscal Responsibility	10	
Budget	10	
General Responsiveness	10	
Total	100	

The above criteria that will be used to evaluate proposers or offerors. A responsive proposal must receive an aggregate score of 70 from the Review Panel in order to be considered for funding.

Evaluated by _____

Date _____



**WORKLINK WORKFORCE DEVELOPMENT BOARD
A CONSORTIUM OF
ANDERSON, OCONEE, AND PICKENS COUNTIES
FOR THE IMPLEMENTATION OF PL 113-128**

BY-LAWS

ARTICLE I – PURPOSE

- A. To carry out the intent and purpose of PL 113-128, the Workforce Innovation and Opportunity Act, according to the consortium agreement entered into between Anderson, Oconee, and Pickens Counties, as the Workforce Development Area designated by the Governor, with respect to the WorkLink Workforce Development Board (WDB) responsibilities as defined in the Act.

- B. To provide workforce investment activities, through local workforce development systems, that increase the employment, retention, and earnings of the participants and increase occupational skill attainment by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Workforce Development Area.

ARTICLE II – BOARD

A. MEMBERSHIP

- 1. Number – The total membership of the board shall be no greater than 25. Membership from each county shall be to the degree possible in the same percentage as that county's percentage of the total population of all three counties using the latest available census data. However, the chief local

elected officials (County Council Chairs) may alter this representation to ensure appropriate inclusion of federally mandated membership categories.

2. Appointment – Members shall be appointed by the County Council Chairs of the representative counties. The composition of the WDB will be in compliance with Section 107(b)(2) of the Act, as well as additional criteria established by the Governor.
3. Term of Office – Following the appointment of the initial Board in which terms will be staggered in periods of one, two, or three years respectively, the term of office shall be for three years. Any vacancy in the membership shall be filled in the same manner as the original appointment. Regardless of the date of appointment, the term shall begin as of July 1 each year. A member shall serve until his/her successor has been duly appointed. There is no limit as to the number of successive terms for which a member may serve.
4. Resignations – Any member may resign by written notice to the Chairperson of the WDB.
5. Removal of Members – Any member of the Workforce Development Board may be removed for cause by two-thirds affirmative vote of the entire membership of the WDB. “Cause” for removal of a member under this section shall be fraudulent or dishonest acts, gross abuse of authority, or failure to discharge duties. Removal shall be established after written notice of specific charges has been filed and the Board member so charged has been given opportunity to refute such charges.

The County Council Chairs have the authority to remove board members in the best interest of the WDB.

6. Vacancies – Vacancies within the Board or in any office shall be filled for the unexpired term in the same manner as the position was originally filled.

B. OFFICERS

1. Chairperson – The Chairperson must be a representative from business. The Chairperson shall preside at all meetings of the board and execute on behalf of the board all official instruments and documents authorized by the board. He/she shall appoint committees and call special meetings as necessary. He/she shall preserve order and establish whether a quorum is present at all meetings, and shall state every question coming before the board, announce the decision of the board and decide questions of order. The Chairperson shall be elected by majority vote of the members of the board to serve a one-year term from July 1 through June 30.
2. Vice-Chairperson – Members of the board shall elect a Vice-Chairperson, which must be a representative from business. The Vice-Chair serves in this capacity for one year. In the event that the Chairperson is unable to serve, the Vice-Chairperson shall succeed to that office until the vacancy of the Chairperson is filled by vote of the members of the board. When the Chairperson is absent from a regular or special meeting of the board, or unavailable at the time action on behalf of the board is necessary, the Vice-Chairperson shall execute on behalf of the board all official instruments or documents which have been adopted or authorized by the board. The Vice-Chairperson shall serve for a term of one year, from July 1 through June 30.
3. Other Officers – The board shall elect such other officers as they deem appropriate or necessary to fulfill the responsibilities of the board.

C. MEETINGS AND ATTENDANCE

1. Meetings – The board shall meet a minimum of five (5) times per year.
2. Quorum – Fifty percent (50%) of members in good standing shall constitute a quorum for the purpose of transacting business.
3. Attendance – Members shall be expected to attend all meetings of the full Workforce Development Board unless excused from the meeting by the Chairperson. Excused absences must be for good cause. Members must notify the staff if circumstances will prevent attendance at any meeting of the full WDB or its committees. Members who have more than two (2) unexcused absences in a one (1) year period will be considered to have resigned from the WDB. For purposes of determining who is present, any or all Members may participate in any regular or called special meeting by any means of communication by which all Members participating may hear each other simultaneously during the meeting. Any Member participating by such means is deemed present at the meeting.
4. Voting Authority – Votes shall be cast only by duly appointed Board members present. Persons sent to represent absent Board members and visitors in the audience may participate in business discussions only if recognized by the Chairperson of the Board; however, neither may make motions nor cast votes. The Board is allowed to vote via electronic means for time constrained issues that must be resolved prior to a face-to-face meeting. The item to be voted on must be posted to the website for public viewing and the results must be published. In the event that an electronic vote is held, the voting procedure shall be the same as that of a face-to-face meeting.

5. Notice of Meetings – All meetings of the Workforce Development Board are open to the public and notice must be given as required by the South Carolina Freedom of Information Act. Upon establishment of the meeting schedule, a notice will be sent to all major stakeholders. All agendas of the Board will include the next meeting date, time, and location.

D. COMMITTEES

The Chairperson of the Board shall appoint such operational committees, as he/she deems necessary to effectively fulfill the purpose of the WDB. The Chairperson of the Board shall be an ex-officio member of each board committee. A Standing Committee may be terminated, or consolidated with another committee, by vote of the Board.

Standing Committees

- o Executive Committee: The Executive Committee shall be comprised of the Chairperson, Vice-Chairperson, immediate past board chairperson, the president of Tri-County Technical College, and three at large members appointed by the three County Council chairs from among the membership. The Executive Committee may act on behalf of the full Board between regular business meetings to expedite the decision-making process. Such actions by the Executive Committee will be reported by the Chairperson of the Board back to the full Board membership at the next regularly scheduled business meeting and must be included in the minutes of the Board's business meeting. The Executive Committee will act as the Board's Personnel and Governance Committees.

- Youth Committee: Serves as the WDB's architect for a comprehensive youth service delivery system in the WorkLink region.
- One-stop Operations Committee: Supports the alignment of entities that work in partnership to promote, develop and organize on-going activities and services to continually advance the skills of the regional workforce. Also serves as the committee which develops actions and implements strategies to address business needs and increase business involvement in workforce development activities.
- Finance Committee: Establishes annual budget; serves as audit and monitoring committee; establishes and implements a plan to leverage and increase the funds within the organization; establishes strategies for the development of organizational products and services that can be sold to generate unrestricted resources for the organization.
- Persons with Disabilities Committee: Provides information and assists with operational and other issues relating to the provision of services to individuals with disabilities.

Ad Hoc Committees

- Ad Hoc: The Board may also create such other standing or ad hoc committees as is deemed appropriate, from time to time.

E. SUPPORT STAFF

Support staff will be provided from WorkLink Workforce Development Board resources to ensure minutes of all meetings are taken accurately and are kept as a part of the permanent record.

ARTICLE III – ACTIVITIES

A. ADMINISTRATIVE RESPONSIBILITY

The County Council Chairs shall designate an administrative entity pursuant to Section 107(d)(12)(B)(i)(II) of the Act. Such designation however, does not relieve the County Council Chairs of the liability for any misuse of grant funds as described in Section 107(d)(12)(B)(i)(I). An appropriate entity, which may be other than the administrative entity will provide financial management services and staff to the WDB in accordance with its fiscal policies and procedures.

The Workforce Development Board shall be appropriately staffed. Staff will be provided by the Administrative Entity as approved and budgeted for by the WDB.

Personnel Accountability – All employees shall be subject to approved personnel policies or other approved standards of the Board. The executive committee of the board shall conduct an annual evaluation of the WorkLink Executive Director.

Financial Accountability – All financial records shall be kept in compliance with the requirements of, and as approved by, the United States Department of Labor. An annual report shall be rendered to each county governing body after the close of each program year. An annual audit will be provided. The results of all audits will be reported to the Board and the County Council Chairs.

B. REVIEW BY COUNTY COUNCIL

The operations of the WDB shall be determined by the WDB consistent with the Federal Regulations and South Carolina law as interpreted by the County Council Chairs. All activities will be reviewed by the County Councils of the respective counties. The Executive Director of the Board will be responsible for developing contracts which implement Board decisions. The Executive Director, or other

designated official of the administrative entity, shall be responsible for executing and managing contractual obligations.

ARTICLE IV – CONFLICT OF INTEREST

Pursuant to Section 107(h) of the Act, "A member of the local board, or a member of a standing committee, may not- (1) vote on a matter under consideration by the local board- (A) regarding the provision of services by such member (or by an entity that such member represents); or (B) that would provide direct financial benefit to such member or the immediate family of such member; or (2) engage in any other activity determined by the Governor to constitute a conflict of interest as is specified in the State plan". Each such conflict of interest shall be declared by the member and so recorded in the official minutes. Any concerns or questions that may arise during meetings regarding conflict of interest may be directed to the Board Chairperson for clarification.

ARTICLE V – SPECIAL PROVISIONS

A. ROBERT'S RULES OF ORDER

Roberts Rules of Order shall apply in all procedural circumstances not covered in these by-laws.

B. SUNSHINE PROVISION

The Board and staff shall assure compliance with the Sunshine Provision of the Act, as detailed in Section 107(e) of the Act.

ARTICLE VI – AMENDMENTS

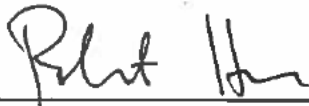
These by-laws may be amended in any of three manners.

- A. By-laws amendment initiated by the Board. The Board may submit a proposed By-laws amendment to the County Council Chairs. Such a proposal shall require the vote of a majority of Board members, and shall require a minimum fifteen (15) day notification period, in which the proposed amendment is distributed to all Board members for review. The County Council Chairs shall either approve, deny, or modify the proposal submitted by the Board. If modified, the proposal shall be sent back to the Board for comment. County Council Chairs shall consider any comments from the Board prior to final approval.

- B. By-laws amendment initiated by the County Council Chairs. The County Council Chairs shall be authorized to submit a proposed amendment to the By-Laws to the Board for review. The Board shall offer a recommendation of approval, denial, or modification on the proposed amendment. Such Board action shall require a vote by a majority of Board members, and shall require a minimum fifteen (15) day notification period, in which the proposed amendment is distributed to all Board members for review. After considering the recommendation submitted by the Board, the County Council Chairs shall approve the proposed amendment, as originally written, approve the amendment as modified by the Board, or deny the proposed amendment. If the County Council Chairs do not receive a recommendation from the Board within sixty (60) days of submitting a proposed amendment for review, it will be deemed that the Board has recommended approval.

- C. By-laws amendment to comply with federal or state regulations. The by-laws shall be automatically amended at any time to conform to applicable state or federal statutes and regulations. Such changes may be initiated by either the County Council Chairs, or the Board.

These by-laws are adopted by the County Council Chairs of Anderson, Oconee, and Pickens Counties, upon consideration of comments provided by the WorkLink Board of Directors, as of the 9th day of September, 2015 and become effective as of the date of the final signature.

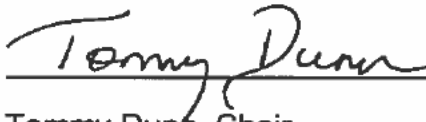


Robert Halfacre, Chair
WorkLink Workforce Development Board

9/22/2015

Date

County Council Chairs



Tommy Dunh, Chair
Anderson County Council

9-28-15

Date



Wayne McCall, Chair
Oconee County Council

9-14-15

Date



Jennifer H. Willis, Chair
Pickens County Council

10/3/15

Date

2025 Committee/ Board Meeting Schedule

Committee	Meeting Dates				
Youth	January 21	March 4	May 6	August 12	October 7
Priority Populations	January 14	March 11	May 13	August 12	October 14
One Stop Operations	January 15	March 19	May 21	August 20	October 15
Finance	January 22	March 26	May 28	August 27	October 22
Workforce Development Board	February 5	April 2	June 4	September 10	November 5

Youth Committee—Meetings will be held on Tuesdays at 10:00 a.m. Staff Liaison: Sharon Crite, Youth Services Manager/Education Outreach, scrite@worklinkweb.com, 864-646-1828

Priority Populations Committee—Meetings will be held at 3:00 p.m. at the Clemson SC Works Center, Conference Room. Staff Liaison: Windy Graham, WIOA Performance and Reporting Specialist, wgraham@worklinkweb.com, 864-646-1826

OneStop Operations Committee—Meetings will be held at 3:00 p.m. at the Clemson SC Works Center, Conference Room. Staff Liaison: Jennifer Campbell, Assistant Director, jcampbell@worklinkweb.com, 864-646-1458

Finance Committee—Meetings will be held at 3:00 p.m. at the Clemson SC Works Center, Conference Room. Staff Liaison: Jennifer Kelly, Executive Director, jkelly@worklinkweb.com, 864-646-5898

Workforce Development Board—Meetings will be held at 1:00 p.m. at the Madren Center. Lunch will be held at noon immediately preceding the meeting. Staff Liaison: jkelly@worklinkweb.com, Executive Director, jkelly@worklinkweb.com, 864-646-5898

WorkLink Board Budget

updated 11.16.2024

Revenue	Program				Program Youth	Admin Youth	IET ends 9/30/2024	PAD ends 7/31/2025	24RRIWT03	TOTAL BUDGET
	Adult	Admin Adult	Program DW	Admin DW						
PY'24 Allocation	398,302	44,256	343,520	38,169	483,248	53,694		75,000	46,620	1,482,809
PY'24 Transfer of funds	175,000		(175,000)							-
PY'23 Carryover (23A, 23D, 23Y)	201,133	-	95,245	7,560	138,908	2,479	137,455			582,780
	774,435	44,256	263,765	45,729	622,156	56,173	137,455	75,000	46,620	2,065,589

Service Providers	Program				Program Youth	Admin Youth	IET	PAD	24RRIWT03	TOTAL BUDGET
	Adult	Admin Adult	Program DW	Admin DW						
Eckerd - Adult/DW Services Program	402,326		58,646							460,972
Eckerd - Adult/DW Operator/OJT	138,415		20,613							159,028
Eckerd - Youth					430,000					430,000
23IET295E2 - Eckerd Prog							98,899			98,899
IWT - IET							21,118			21,118
24P895E1 - Eckerd/PYC Staff Training								24,349.00		24,349
24RRIWT03-01									44,400	44,400
Undesignated Funds	73,015	724	41,533	1,067	78,361	1,457	(0)	-	-	196,157
Total Pass-Through Contracts	613,756	724	120,792	1,067	508,361	1,457	120,017	24,349	44,400	1,434,923
Total Revenue after Obligations	160,679	43,531	142,973	44,662	113,795	54,716	17,438	50,651	2,220	630,666

In-House Expenses	Program				Program Youth	Admin Youth	IET	PAD	24RRIWT03 7/31/2025	TOTAL BUDGET
	Adult	Admin Adult	Program DW	Admin DW						
Salaries, Fringe, Indirect	119,511	36,772	119,511	38,022	101,124	47,216	17,438	-	2,220	481,813
Travel	-	-	-	-	-	-	-	-	-	-
SCW Centers Facility Costs	34,880	2,481	14,766	2,481	6,512	3,411	-	-	-	64,530
Accounting Services	-	3,400	-	3,300	-	3,300	-	-	-	10,000
Consulting (Grants & Strategic Planning)	-	-	-	-	-	-	-	35,000	-	35,000
Supplies	840	204	780	199	810	183	-	-	-	3,017
Insurance	2,667	-	5,333	-	2,667	-	-	-	-	10,667
Postage	78	19	73	19	75	17	-	-	-	281
Printing	339	82	315	81	327	74	-	-	-	1,219
Website Hosting & FB, CC & Adobe	1,608	390	1,493	382	1,550	351	-	-	-	5,774
Memberships, Dues, & Prof Fees	-	-	-	-	-	-	-	-	-	-
Training	-	-	-	-	-	-	-	15,651	-	15,651
Outreach	-	-	-	-	-	-	-	-	-	-
Meeting Expense	756	183	702	179	729	165	-	-	-	2,715
	160,679	43,531	142,973	44,662	113,795	54,716	17,438	50,651	2,220	630,666

Balance	-	-	-	-	-	-	-	-	-	-
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WorkLink

WIOA INSTRUCTION LETTER NO.: PY' 24-01 Monitoring Schedule (replaces WorkLink Employment and Training Instruction Letter No.: PY' 23-01)

SUBJECT: Monitoring Schedule

ISSUANCE

DATE: July 1, 2024

EFFECTIVE

DATE: July 1, 2024

EXPIRATION

DATE: June 30, 2025

PURPOSE: To transmit **a local** Employment and Training Instruction Letter Schedule for Monitoring by the Administrative Entity of the WorkLink Local Area Service Providers.

BACKGROUND: Local Area Administrative Entity Staff will monitor the WorkLink Workforce Development Board Service Providers for Title I of the Workforce Innovation and Opportunity Act (WIOA) (OneStop, Youth, Adult, and Dislocated Worker Programs).

ACTION: All Service Providers should be prepared for these monitoring visits. Have all the files, records, and staff members available during these scheduled dates. OneStop and Contractor staff should have completed the WDB Monitoring Instruments and USDOL Disability Initiative Disability Access Checklist Sections I, II, and III by the Scheduled Monitoring Date.

Please copy and distribute this information appropriately within your agency.

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



Jennifer Kelly, Executive Director
WorkLink Workforce Development Board

DISTRIBUTION: To All WIOA Service Providers

ATTACHMENT: Monitoring Schedule

SC WORKS

BRINGING EMPLOYERS
AND JOB SEEKERS TOGETHER

WORKLINK

ANDERSON·OCONEE·PICKENS

Monitoring Schedule

Workforce Innovation and Opportunity Act (WIOA) Program Year 2024 (07/01/2024– 06/30/2025)

Adult/DW Program	01/27/2025-01/31/2025
Adult/DW Operator	01/27/2025-01/31/2025
PYC	02/10/2025-02/14/2025

Note: WorkLink staff responsible for monitoring:

Youth Programmatic and Financial Monitoring
Ad/DW Programmatic and Financial Monitoring
Adult/DW Operator
EO Compliance

Sharon Crite
Jennifer Campbell
Jennifer Kelly
Windy Graham

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An Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
For program funding details in compliance with the Stevens Amendment, please visit the Funding Opportunities page of the
www.worklinkweb.com website.

1376 Tiger Blvd Suite 102 Clemson SC 29631 P. 864.646.1515 F. 864.646.2814 Relay Service Dial 711 (TTY)