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Program Year 2012 Local Area Plan Modification Questionnaire

Operations and Services

1. Describe any changes to the LWIA/LWIB structure, board, administrative entity and/or operational changes for PY'12.

WorkLink has resolved the staffing vacancies that occurred during PY '10. WorkLink's administrative entity remains the SC Appalachian Council of Governments. Organizationally, WorkLink is now incorporated in the State of South Carolina as a public not-for-profit entity, allowing us to pursue foundation grants available only to organizations with an IRS 501(c) (3) status. We await a determination by the IRS on that status.

2. What steps have been taken by the LWIA/LWIB to find and secure new access points to provide core services in your area? Please list all former and new access points.

Over the past five years, WorkLink WIB operated the OneStop On-the-Go. These units were designed to go out into the community to provide core services to hard-to-reach individuals and rapid response services for employees affected layoffs. This initiative assisted us in developing Memorandum of Agreements with various locations in the WorkLink region to establish Access Points. The Access Points that we have established are as follows:

- Anderson (1,2) Adult Education
- Anderson (3,4,5) Adult Education
- Anderson County Library System
- Goodwill Industries of the Upstate/Midlands (Anderson location)
- Oconee Adult Education
- Oconee County Library System
- Pickens Adult Education
- Pickens County Library System
- United Way of Anderson County
- United Way of Oconee County
- United Way of Pickens County

3. What progress has been made with the LWIA's established plans to implement the SC Works/One-Stop Certification Standards? How will the plan be modified for PY'12? Is there a dedicated staff person to coordinate this effort and if so, whom? Whether dedicated staff or not, please provide the contact information for a single point-of-contact for the LWIA regarding the SC Works/One-Stop Certification process.

The WorkLink Region has finished the Self-Assessment phase and has begun to work on the Technical Assistance Phase of the Standards timeline. Jennifer Kelly is the contact for the WorkLink WIB; Dana Grant of Henkels and McCoy is the contact for the SC Works Centers. Dana and Jennifer are working together to ensure that all OneStop Certification Standards are reached in a timely manner.

For the employer services standards, WorkLink has created a Business Services Integration Team that meets monthly to work on Employer initiatives. The next steps include appointing a Business Lead for the region; a pool of candidates has been developed and the Board will begin evaluating these candidates for appropriateness. The team is beginning to draft the Employer Service Strategy for the region.

For the Management and Jobseeker standards, WorkLink has already made facility improvements in accordance with the OneStop Certification Standards and has been evaluating and making appropriate changes in regards to Customer feedback. In addition to this, WorkLink has selected a new Operator for the WorkLink region for the 2012 program year. The Operator is in the process of evaluating the standards as they stand right now. They will be making suggestions for improvement and finalizing Memorandums of Understandings with the partners in the next couple of months. They are beginning to work on an SC Works Business Plan to present to the Board in early fall.

WorkLink's contact:
 Jennifer Kelly, Program Director
 WorkLink Workforce Investment Board
 511 Westinghouse Rd
 Pendleton, SC 29670
 864-646-5898 or jkelly@worklinkweb.com

4. What steps and/or changes have been made to increase and/or improve Business Services in the LWIA? What further changes will be made during PY' 12?

WorkLink has developed a Business Services Integration Team. The team meets on a monthly basis to discuss the business service role that each team member has in the community. As part of the team's purpose, we look for ways to not duplicate efforts in the community; if a member already has a relationship established with a business in the community, the other members of the team go through that relationship to provide services. In addition to this, we are looking at appropriate no-cost services or fee-for services that our Board will endorse for the business services in the SC Works Centers. We have been using the Market Penetration Rate and the Employer feedback that we have used to improve quality of services. The Operator has been encouraged and directed to interact and support Economic Development initiatives as called upon by the Economic Developers.

We anticipate for PY2012 that we will be able to implement an Employer Service Strategy that clearly delineates the purpose, goals, and services that the WorkLink region will provide as a whole to targeted customers. We also plan to finalize the implementation of a communicate database called Synchronist. Synchronist will allow us to talk with each team member, including Economic Developers, about identified needs in the employer community.

5. What types of outreach and services is the LWIA/LWIB conducting to specifically attract and help small businesses?

We are currently providing the following items to small businesses:

- o Job Postings – Online, phone call, fax, in-person
- o Applicant screening and referral to employer specifications
- o Professional Testing (Typing, Basic Skills, Microsoft Office)
- o Customized Recruitment
- o Job Fairs
- o Provision of Labor Market Information
- o Interviewing Space, Scheduling
- o Provision of information and referral related to:

- § Tax Credits
- § Community Resources
- § Federal Bonding
- § Americans with Disabilities Act (ADA)
- § Veterans services
- Incumbent Worker Training Grants (Layoff Aversion only)
- OJT
- Customized Training
- Information on Unemployment Insurance (UI)
- Rapid Response services
- Trade Adjustment Assistance (TAA) information and services
- Veterans Employment Services
- Customized services for significant company or industry dislocations
- Access to WorkKeys testing through Partners (fee for service)
- WorkKeys profiling services (fee-for-service)
- Database of WorkKeys tested applicants
- Access to WIN to upgrade employees' skills
- Labor Market Information

6. What is the LWIA's process and schedule for monitoring the provision of services in the area and submitting reports to the applicable Local Operations Coordinator?

WorkLink issues a Monitoring Schedule at the beginning of the program year to all Service Providers advising them of all scheduled monitoring visits during the year. The WorkLink Staff will make all meeting minutes and instruction letters available through the WorkLink website. Staff will email grants, grant modifications, and other applicable documentation or reports to the Local Operations Coordinator upon execution or completion.

7. Describe the LWIA/LWIB's specific workforce goals for PY'12, and how the LWIA/LWIB is working with partners to reach those goals.
- Understand the skill level of the workforce.
 - Integrate the SC Works System.
 - Involve business in the WIB and WIB activities.

In 2009 WorkLink completed its 5-year Strategic Plan. Within that plan were four goals, one of which has been completed and eliminated from the revised Strategic Plan, updated in April 2012.

Partners are working together on the Workkeys Community Initiative in order to better understand the current skill level of the workforce. In addition to this WorkLink has just completed a Labor Market analysis detailing where the jobs and skills gaps are. WorkLink will be working with the partners in the community to spread the results and find ways to collaborate in order to better address employer needs.

In regards to the second goal, WorkLink has selected a new OneStop Operator for the WorkLink region, Henkels and McCoy. Based on the RFP that was submitted, Henkels and McCoy will be looking at ways to integrate services through partnerships with Tri-County Technical College and Adult Education. They have convened a partnership advisory council to their leadership, called a Consortium of partners. This Consortium of partners will be working together to provide feedback, collaboration, and innovation for the SC Works Centers.

In regards to the third goal, the WIB recognizes that the Employer is the number one customer for the SC Works System. The SC Works Operator has been tasked with working with Economic Developers

and with partners' Business Representatives to identify and establish working relationships with Businesses in the WorkLink region.

8. How is the LWIA/LWIB collaborating with new and previous partners to minimize duplication and increase effectiveness of workforce services in the area's local communities?

WorkLink has started a Business Services Integration Team. The team meets on a monthly basis to discuss the business service role that each team member has in the community. As part of the team's purpose, we look for ways to not duplicate efforts in the community; if a member already has a relationship established with a business in the community, the other members of the team go through that relationship to provide services.

The Youth Council utilized incentive funds offering WorkKeys testing to in-school special need youth (seniors) by collaborating with all three Adult Education Centers and seven School Districts, training teachers where needed, administration of the WorkKeys tests, and scoring of the WorkKeys tests to students from all seven School Districts in our three county area.

The Youth Council continues to utilize the United Way partnership in Anderson, Oconee, & Pickens counties to extract the 2-1-1 resource services and reporting information for each individual county as service map data.

9. During PY 2010 all LWIBs determined high-growth/high-demand industries in which to train WIA participants. How often is the list reviewed and updated by the Board? Include the most current list and the local policies associated with the selected industries and participant training and ITAs.

WorkLink updated the list in July of 2011. WorkLink is currently reviewing the list again for appropriateness now that we have received our Labor Market Analysis. The following industry clusters have been identified by WorkLink:

1. Administrative and Support and Waste Management and Remediation Services;
2. Health Care and Social Assistance;
3. Manufacturing;
4. Professional, Scientific, and Technical Services; and
5. Retail Trade.

10. Is the LWIA's Low Income Priority of Service policy in effect for Adults? Please specify which priority individuals are included.

The Low Income Priority of Service Policy is not in effect at this time.

11. Estimate the anticipated number of new participants to be served in PY' 12 and the projected number of all participants (new and carried in) who will receive training during PY' 12 by fund stream.

<u>PY 2012</u>	Adults	Dislocated Workers	Youth
New Participants	217 New; 435 Carryovers	163 New; 275 Carryovers	75 New; 80 Carryovers
To Receive Training	300	150	N/A

Funding

12. Has the LWIA/LWIB conducted an analysis of available funding? How will current funding affect participant services and staffing levels?

The current funding will reduce the number of Adult and Dislocated Worker participants that can be served through WIA ITAs during PY'12. New partnerships have been formed in order to reduce the overall cost of services provided. Staffing levels have been reduced for the Adult and Dislocated Worker programs by 3.

The current PY12 funding will also reduce the number of youth participants that can be served.

13. Describe projected LWIA/LWIB fund transfers to include fund stream, cost category, and level of transfer.

WorkLink anticipates a fund transfer from the Dislocated Worker fund to the Adult fund between the allowed 20%-50% in the near future to meet the demands of the participants that we are seeing in the SC Works Centers.

14. How is the LWIA/LWIB collaborating with other agencies or organizations to implement special projects? Is the LWIA/LWIB exploring any means to supplement WIA funds (i.e. grants, resource sharing opportunities, etc.)?

WorkLink has developed Access Points with various partners in the community in order to reach hard-to-reach individuals. Those partners include from the WorkLink Region: Adult Education, the Library systems, United Way, and Goodwill from Anderson, Oconee, and Pickens Counties.

The Youth Council is currently collaborating with the Anderson-Oconee-Pickens Business & Industry Showcase to fund transportation requests from all seven School Districts (utilizing incentive funds) to transport 8th & 9th graders to the Fall 2012 event for career exploration opportunities which relates to established career clusters outlined within our three county area school systems. The Youth Council has embraced this event as of 2010 as their annual Youth Forum.

The Youth Provider (Henkels & McCoy/Palmetto Youth Connections (PYC)) has established a relationship with the non-profit agency Ripple of One funded by United Way of Pickens County to establish mentoring for parenting youth participants. The Ripple of One Board has approved extending adult mentoring services to all of PYC youth participants that are in need, reside in our three county areas, and that meet their eligibility requirements. This will also assist PYC in providing an additional element of the ten youth elements.

Youth Council is in the early stages of assessment/preparation/training to be able to offer potential services to in-school youth.

15. How is the LWIA/LWIB assessing the cost/benefit ratio of the operation of each SC Works Center?

The Operator is tasked with finalizing a Cost Allocation Plan for each year detailing each partner's fiscal responsibility to the SC Works Centers. Currently WorkLink only has three SC Works Centers, one in each county. At this time, based on the Cost Allocation Plan from last year as well as traffic through the SC Works Centers, each SC Works Center has been deemed necessary and reasonable for this program year.

16. Are there any SC Works Centers expected to close or reduce hours of operation in PY'12? Does the LWIA/LWIB anticipate the need for additional Centers or expanded hours of operation?

The SC Works Centers anticipate being able to keep the same location and times of operation, Monday-Friday, 8:30AM-5:00PM.

17. Please provide a copy of the LWIA/LWIB budget for PY' 12 to include each funding stream and line item details.

This has been provided in the document.

18. How will the LWIA/LWIB ensure a fund utilization rate (FUR) of at least 75% in each funding stream?

$$\text{FUR} = \frac{\text{total accrued expenditures}}{\text{total available funds}} \qquad \text{Total available funds} = \text{unexpended carry-in funds} + \text{new Program Year 2012 funds}$$

WorkLink tracks their FUR by funding stream each month that FSR's are turned into SCDEW and provides this information to the Finance Committee. WorkLink also has in both the Adult/DW and Youth Grants the following statement in their Statement of Work, "The grantee must expend 90% of the funds in this grant budget by June 30, 2013".

Other Items

19. How will the LWIA/LWIB promote the SC Work Ready Communities (SCWRC) initiative in their region?

The Workforce Development Alliance has been working on this initiative under Tri-County Technical College Representative Rick Cothran's guidance. The WIB is seeking to understand the skill level of the Workforce; therefore, WorkLink will be able to promote this initiative by spreading the word of what it can do for our community.

20. How will the LWIA/LWIB affect the educational and occupational credentialing of citizens throughout the region? How will services be targeted at those lacking a High School Diploma or GED?

In understanding the skill level of the workforce in the WorkLink region, several objectives include Adult Education remediation and HSD/GED attainment. The Workforce Skills and Education Committee is addressing how to communicate to the community the need for HSD or GED, and has set a goal for the system to obtain at least a 2% increase in HSD/GED attainment levels each year. We have seen an increase in GED attainment levels in PY2011 (18% overall increase according to data attained through Adult Education from PY11).

The LWIA/LWIB Youth Council affect the educational and occupational credentialing by supporting our Youth Provider (PYC) in their recruitment and/or referral of citizens (ages 17-21) to participate in our youth program for at-risk-youth. PYC has established collaboration with the local Adult Education Centers in Anderson, Oconee, & Pickens counties to make available to each participant the opportunity to earn a GED or H. S. Diploma. PYC has a Memoranda of Agreement (MOA) with each Adult Education Center; this is a significant partnership and leveraging of funds. Basis Skills Remediation is addressed and WorkKeys testing is offered. Occupational credentialing is aligned with the participants

Individual Educational/Employment Plan (IEP) and the in-demand occupational training clusters identified for the WorkLink Region.

21. What are your staff or Board member technical assistance and/or training needs?

Due to the absence of any representation from the WorkLink area on the State Workforce Investment Board, WorkLink's Board members are likely to need concerted efforts by the state staff to ensure WorkLink's concerns and issues are adequately represented and considered. Board member training and technical assistance that is highlighted and discussed by SWIB members should be extended to WorkLink Board members.

WIB Membership Form A

For board originally established as a WIB.

Total Seats 30

Seats Occupied 29

Seats Vacant 1

Business (must be a majority)			
No.	Name	Affiliation	Term
1	Stan Brooks	Alice Manufacturing	7/1/11-6/30/14
2	Danny Brothers	Duke Energy	7/1/10-6/30/13
3	David Collins	Blue Ridge Electric Cooperative	7/1/09-6/30/15
4	Stephanie Collins	AnMed Health	7/1/09-6/30/15
5	Mike Roneker	Cross Country Home Services	7/1/12-6/30/15
6	Terence Hassan	State Farm Insurance	7/1/11-6/30/14
7	Leon (Butch) Harris	Koyo Bearings USA	7/1/08-6/30/14
8	*Russell Karpick	Cross Creek Resources	7/1/10-6/30/13
9	Mike Wallace	Print It	7/1/12-6/30/15
10	Jason Duncan	Oconee Machine & Tool	7/1/12-6/30/15
11	Ed Parris	Phillips Staffing	7/1/09-6/30/15
12	Robert Halfacre	BB&T	7/1/12-6/30/15
13	Michael Keith	Sauer Danfoss	7/1/12-6/30/15
14	David Bowers	JM Mold South	7/1/12-6/30/15
15	Sandy Snider	Inergy Automotive	7/1/12-6/30/15

Labor Organizations			
No.	Name	Affiliation	Term
1	Mike Crawford	SC Fraternal Order of Police Foothills Lodge #9	7/1/12-6/30/15
2	Billy Gibson	SC State Firefighters' Association	7/1/10-6/30/13

Education			
No.	Name	Affiliation	Term
1	*Ronnie Booth	Tri-County Technical College	7/1/09-6/30/15
2	Danny Fahey	Pickens County School District	7/1/09-6/30/15
3	*Mary Gaston	Pickens County Adult Education	7/1/09-6/30/15

Community-Based Organizations			
No.	Name	Affiliation	Term
1	*Russell Karpick	Hospice of the Foothills Foundation	7/1/10-6/30/13
2	Kristi King-Brock	Anderson Interfaith Ministries	7/1/11-6/30/14

Economic Development			
No.	Name	Affiliation	Term
1	Richard Blackwell	Oconee County Economic Development	7/1/12-6/30/15
2	Trent Acker	Alliance Pickens	7/1/11-6/30/14
3	*Burriss Nelson	Anderson County Economic Development	7/1/11-6/30/14

One-Stop Partners				
No.	Name	Affiliation	Program	Term
1	*Burriss Nelson	Anderson County	WIA Title I-B	7/1/09-6/30/14
2	*Charlie Haneman	SC DEW	Wagner-Peyser	7/1/11-6/30/14
3	*Mary Gaston	Pickens Co Adult Ed	Adult Education	7/1/09-6/30/15
4	Pamela Smith	SC Voc. Rehabilitation	Voc. Rehabilitation	7/1/12-6/30/15
5	Elaine Bailey	SC Dept. of Social Services	TANF	7/1/12-6/30/15
6	Beverly Allen	Appalachian Agency on Aging	Title V - Older Amer.	7/1/12-6/30/15
7	*Ronnie Booth	Tri-County Tech College	Vocational Education	7/1/09-6/30/15
8	*Charlie Haneman	SC DEW	TAA, NAFTA	7/1/11-6/30/14
9	Charlie Haneman	SC DEW	Veterans E&T	7/1/11-6/30/14
10			CSBG E&T	
11	Melvin Martin	SC Regional Housing Auth.	HUD E&T	7/1/10-6/30/13
12	*Charlie Haneman	SC DEW	UI	7/1/11-6/30/14
13			Other	
14			Other	

Denote multiple representation with an asterisk (*).

Total Number of Seats	30
Number Representing Business	15
Percent Representing Business	51.7%
Number Representing Education	3
Number Representing Labor	2
Number Representing Community Based Organizations	2
Number Representing Economic Development	3
Number Representing Mandatory One-Stop Partners	9
Number Representing Additional One-Stop Partners	

Attachment C

Youth Council Membership Form

Total Seats 18

Seats Occupied 16

Seats Vacant 2

WIB Members

No.	Name	Business/Agency/Institution	Term
1	Kristi King-Brock	Anderson Interfaith Ministries, Inc.	7/1/10-6/30/13
2	Danny Fahey	School District of Pickens County	7/1/10-6/30/13

Youth Service

No.	Name	Business/Agency/Institution	Term
1	Crystal Noble	Guardian Ad Litem	7/1/10-6/30/13
2	Sandra Pruitt	Oconee County Dept. of Social Service	7/1/10-6/30/13
3	Elaine Bailey	Regional Director Dept. of Social Service	7/1/12-6/30/15

Public Housing

No.	Name	Business/Agency/Institution	Term
1	Melvin Martin	Oconee County Housing Authority	7/1/10-6/30/13
2	Vacant		

Parents of Eligible Youth

No.	Name	Business/Agency/Institution	Term
1	Tina Brown (Jada)	Five Guys, Shift Manager	7/1/11-6/30/14
2	Karen Kay Smith	Parent of Eligible Youth	7/1/11-6/30/14

Individuals with experience in youth activities, including former participants, and representatives of organizations.

No.	Name	Business/Agency/Institution	Term
1	Rick Murphy	Regional Education Center-EEDA	7/1/10-6/30/13
2	Tabitha Vasilas	House of Israel, Inc.	7/1/10-6/30/13
3	Amy Miller	Eligible Youth (PYC Participant)	7/1/11-6/30/14

Job Corps Representatives¹

No.	Name	Business/Agency/Institution	Term
1	N/A		
2	N/A		

¹ Two Job Corps representatives are mandatory only if there is a center located in the Local Area.

Other

No.	Name	Business/Agency/Institution	Term
1	Betsy Burkett	Hamilton Career Center	7/1/10-6/30/13
2	Tim Mays	Blue Ridge Electric Coop.	7/1/10-6/30/13
3	Lisa Gillespie	S.C. Vocational Rehabilitation	7/1/10-6/30/13
4	Robert Halfacre	BBT VP - Business Services	7/1/12-6/30/15
5	Janice Walpole	Anderson Adult Education Director 1 & 2	7/1/11-6/30/14

Attachment D

Local Administrative Entity Roster of Workforce Staff

Name	Job Title	Workforce Job Duties/Responsibilities
Shae Rozakos	Executive Director	Provides strategic leadership on Board initiatives. Serves as Chief Operating Officer, and manages implementation of Board policies and plans.
Sharon Crite	Youth Services Manager/Education Outreach	Manages youth service contracts and summer employment programs. Maintains relationships & communications with educational institutions and providers.
Windy Graham	WIA Performance and Reporting Specialist	Oversees contracts and customer tracking system, provides training and technical assistance, and analyzes performance reports. Also serves as Eligibility Determination liaison and EO Officer.
Jennifer Kelly	Program Director	Manages & Coordinates all Program services. Oversees operations of OneStops and serves as TAA liaison. Develops employer linkages and promotes employment strategies.
Crayton Pruitt	Business Services Representatives	Manages National Emergency Grant On-the-Job Training Contracts and Incumbent Worker Training Grants. Maintains communication with local economic developers and businesses.
Brandi Runion	Finance Director	Oversees the financial management of WorkLink contracts and administrative funds, and maintains inventory control system. Develops and implements strategic marketing and outreach.
Patty Manley	Office Manager	Provides clerical, administrative, and support services to the staff and Board.

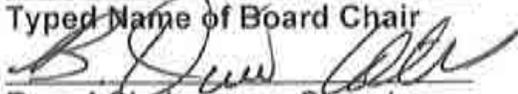
SIGNATURE SHEET

WIA Name: WorkLink

Submission Date _____

David Collins

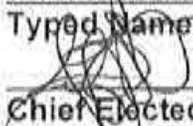
Typed Name of Board Chair


Board Chairperson Signature

9/25/12
Date

Jennifer Willis

Typed Name of Chief Elected Official


Chief Elected Official Signature

10/1/12
Date

Tom Allen

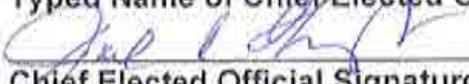
Typed Name of Chief Elected Official


Chief Elected Official Signature

8/20/12
Date

Joel Thrift

Typed Name of Chief Elected Official


Chief Elected Official Signature

9/20/12
Date

Typed Name of Chief Elected Official

Chief Elected Official Signature

Date

Typed Name of Chief Elected Official

Chief Elected Official Signature

Date

Typed Name of Chief Elected Official

Chief Elected Official Signature

Date

Typed Name of Chief Elected Official

Chief Elected Official Signature

Date

LWIA System Update Documentation

The following documents are to be submitted to the applicable Department of Employment and Workforce Local Operations Coordinator. Should there be any modifications, terminations, or amendments to a document, policy or any other item listed below throughout the program year, a revised copy must be submitted within thirty days.

SALY = Same As Last Year

- List of all LWIA SC Works Centers (noting which are comprehensive centers) and all Access Points
- LWIA Program Year Budget (requested earlier in document)
- All supportive services policies **SALY**
- Priority of service policies for low-income, services to veterans and any other priority policies **SALY**
- Locally defined youth barriers **SALY**
- Memorandum(s) of Understanding, including signature sheets (**SALY**)
- Resource Sharing Agreement(s), including signature sheets (**SALY**)
- All service provider grants, including statements of work and budgets. (If the verbiage in the statements of work is identical for each provider, submission of one copy per funding stream is acceptable.)
- **Statements of work for in-house operational staff (eligibility, case management and follow-up.) SALY**
- Grant Application Request(s)/Request(s) for Proposals
- Local Workforce Investment Board composition*
- Youth Council composition*
- Roster and duties of administrative entity workforce staff*
- Local Workforce Investment Board By-Laws
- Youth Council By-Laws (**SALY**)
- Local Workforce Investment Board meeting schedule (**SALY**)
- Youth Council meeting schedule (**SALY**)
- Local monitoring schedule
- Self-sufficiency definition(s) **SALY**
- LWIA Training cap **SALY**

*Please use forms provided in Attachments A-D.

The following documents should be submitted on an on-going basis throughout the program year:

- Local grant modifications
- Local programmatic and financial monitoring reports
- Local Workforce Investment Board meeting minutes
- Youth Council meeting minutes
- Committee meeting minutes
- Local Instruction Letters to staff and service providers

Submitted by: Mark R. Pelusio (authorized signature)

For the Waukegan IL LWIA

SC WORKS

BRINGING EMPLOYERS
AND JOB SEEKERS TOGETHER

WORKLINK

ANDERSON·OCONEE·PICKENS

WorkLink SC Works Centers	
Anderson SC Works Center	309 West Whitner St Anderson, SC 29622 Telephone: (864) 226-6273 Monday – Friday, 8:30am – 5:00pm
Liberty SC Works Center	Liberty Center 317 Summit Dr Liberty, SC 29657 Telephone: (864) 843-9512 Monday – Friday, 8:30am – 5:00pm
Seneca SC Works Center	11091 Radio Station Rd Seneca, SC 29678 Telephone: (864) 882-5638 Monday – Friday, 8:30am – 5:00pm

Access Points
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Anderson (1,2) Adult Education <input checked="" type="checkbox"/> Anderson (3,4,5) Adult Education <input checked="" type="checkbox"/> Anderson County Library System <input checked="" type="checkbox"/> Goodwill Industries of the Upstate/Midlands (Anderson location) <input checked="" type="checkbox"/> Oconee Adult Education <input checked="" type="checkbox"/> Oconee County Library System <input checked="" type="checkbox"/> Pickens Adult Education <input checked="" type="checkbox"/> Pickens County Library System <input checked="" type="checkbox"/> United Way of Anderson County <input checked="" type="checkbox"/> United Way of Oconee County <input checked="" type="checkbox"/> United Way of Pickens County

WorkLink Program Year 2012 Financial Status

PY'12 Annual Plan Modification

	Program Adult	Admin Adult	Program DW	Admin DW	Program Youth	Admin Youth	Total
PY'12 Allocations (NFA-12-01)	\$ 763,248	\$ 84,805	\$ 850,452	\$ 94,495	\$ 851,486	\$ 94,610	\$ 2,739,095
Unobligated from PY'11 (Adult includes DW Setaside)	700,000		100,000		350,000		1,150,000
	\$ 1,463,248	\$ 84,805	\$ 950,452	\$ 94,495	\$ 1,201,486	\$ 94,610	\$ 3,889,095
Obligations							\$ 950,000
Henkels & McCoy - Adult	\$ 950,000	\$ -	\$ -	\$ -	\$ -	\$ -	700,000
Henkels & McCoy - DW	-	-	700,000	-	-	-	672,230
Contingency	276,799	256	150,483	13,945	212,847	17,900	850,000
Henkels & McCoy - Youth	-	-	-	-	850,000	-	3,172,230
Total Pass-Through Contracts	\$ 1,226,799	\$ 256	\$ 850,483	\$ 13,945	\$ 1,062,847	\$ 17,900	\$ 716,865
Total Revenue after Obligations	236,449	84,549	99,969	80,550	138,639	76,710	
	Program Adult	Admin Adult	Program DW	Admin DW	Program Youth	Admin Youth	Total
In-House Expenses							336,409
Salaries	116,061	31,585	48,117	31,585	77,476	31,585	106,658
Fringe	36,789	10,084	15,257	10,084	24,360	10,084	16,000
Travel - Training/Conferences/Meetings	6,500	1,200	2,500	1,800	3,500	500	6,000
Travel - Committee/Board	1,980	-	660	-	3,360	-	2,500
Supplies - Consummable	-	800	-	900	-	800	1,500
Supplies - Non-Consummable	-	700	-	500	-	300	22,000
WorkKeys	12,500	-	9,500	-	-	-	350
Consulting	-	150	-	100	-	100	7,000
Insurance - Tort	-	2,500	-	2,500	-	2,000	225
Insurance - Auto C&C	-	75	-	75	-	75	800
Insurance - Auto Liab	-	350	-	250	-	200	2,500
Postage	-	850	-	800	-	850	4,000
Printing	-	1,400	-	1,300	-	1,300	10,000
Telephone, Cell, & Internet	-	4,000	-	4,000	-	2,000	15,000
Web Site Hosting & Renewal Fees	-	6,000	-	5,000	-	4,000	1,700
Newspapers, Magazines, & Books	-	700	-	650	-	350	4,300
Memberships, Dues, & Prof Fees	-	2,000	-	1,300	-	1,000	20,000
Training	9,800	-	3,500	-	6,700	-	1,000
Conf & Mtg Fees	-	700	-	300	-	-	24,000
Job Fair Expenses	18,000	-	6,000	-	-	-	1,200
Rent - WorkLink Storage	-	480	-	380	-	340	19,000
Rent - WorkLink Office	-	7,000	-	6,000	-	6,000	1,000
R&M - Equipment	-	500	-	250	-	250	3,000
R&M & Gas - WIA Car	-	1,000	-	1,000	-	1,000	2,000
IT Maint/Support	-	1,000	-	500	-	500	4,800
Outreach	-	1,000	-	800	-	3,000	100,923
COG Meeting Expense (Board & Committees)	-	1,000	-	800	-	3,000	
Indirect Cost Pool (30% of salaries)	34,818	9,476	14,435	9,476	23,243	9,476	\$ 716,865
Total In-House	\$ 236,448	\$ 84,550	\$ 99,969	\$ 80,550	\$ 138,639	\$ 76,710	

WorkLink Program Year 2012 Financial Status
 10ANO01 - OJT National Emergency Grant

	Program Revenue	Admin Revenue					
Grant Revenue	\$ 173,012	\$ 9,106					
Modification	(46,178)	(2,430)					
Grant Balance	\$ 126,834	\$ 6,676					
	Program Expenditures	Admin Expenditures	Total Obligated	Total % Obligated	Actual Expended	Actual % Expended	Balance
Payment to Employers	126,834		77,138	60.82%	54,512	42.98%	72,322
Salary		3,929	3,929	100.00%	3,929	100.00%	(0)
Fringe		1,260	1,260	100.00%	1,260	100.00%	0
Indirect		1,487	1,465	98.55%	1,465	98.55%	22
Total In-House	\$ 126,834	\$ 6,676	\$ 83,792	62.76%	\$ 61,166	45.81%	\$ 72,344

Grant Period: 12/1/10-9/30/12

Rapid Response	4,741.70
Total Placements	21

WorkLink Program Year 2012 Financial Status						
11INC01 - Incentive Grant						
	Program Revenue					
	\$ 57,999					
	Program Expenditures	Total Obligated	Total % Obligated	Actual Expended	Actual % Expended	Balance
Printing	\$ 600	-	0%	-	0.00%	\$ 600
CDF Training - Adult/DW	3,846	3,846	100%	-	0.00%	3,846
WorkKeys Profiles - Employers	10,000	-	0%	-	0.00%	10,000
SC Works Orientation Video	2,000	-	0%	-	0.00%	2,000
ADA Computer Equipment	6,254	-	0%	-	0.00%	6,254
AOP Business Showcase	10,000	-	0%	-	0.00%	10,000
Training - WIA Staff	5,299	208	4%	208	3.93%	5,091
Building Renovations	20,000	-	0%	-	0.00%	20,000
Total In-House	\$ 57,999	\$ 4,054	7%	\$ 208	0.36%	\$ 57,791
Grant Period: 4/16/12-6/30/13						

WorkLink Program Year 2012 Financial Status						
11HPW01 - Incentive Grant						
	Program Revenue					
	\$ 25,000					
	Program Expenditures	Total Obligated	Total % Obligated	Actual Expended	Actual % Expended	Balance
Staff Travel & Training	\$ 6,500	-	0%	-	0.00%	\$ 6,500
Board/Staff Retreat	5,000	-	0%	-	0.00%	5,000
Youth WorkKeys	11,000	-	0%	-	0.00%	11,000
Stategic Planning	2,500	-	0%	-	0.00%	2,500
Total In-House	\$ 25,000	\$ -	0%	\$ -	0.00%	\$ 25,000
Grant Period: 7/16/12-6/30/13						

WorkLink

WIA INSTRUCTION LETTER NO.: PY'10-01 (Revised)

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

ISSUANCE

DATE: January 26, 2011

EFFECTIVE

DATE: December 8, 2010

EXPIRATION

DATE: Indefinite

PURPOSE: The purpose of this instruction is to establish guidelines for providing supportive services for WIA participants in the local WorkLink Workforce Investment Area.

BACKGROUND: The goal of the Workforce Investment 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 WIA programs who are receiving Intensive, Training or Follow-up Services.

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

Maximum Allowable Limits

- Supportive Services for adults and dislocated workers are available up to a maximum total of \$3,000 per program year.

The availability of and referral to Non-WIA sources is one of the core services that must be made available to adults and dislocated workers through the One-Stop delivery system.

The need for supportive services must be considered when developing the Individual Employment Plan (IEP). **Recipients of supportive services must be considered low-income.**

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

I. Budgetary Plan

When participants request supportive services, the Intensive Service 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 VOS case note.

II. Supportive Service Log

A log is maintained by the Intensive Service Contractor 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), child care vendor agreement, mileage calculation, attendance sheets and justification for paying the supportive service.

III. Supportive Services Available at Assessment

The supportive services available upon enrollment into WIA at Assessment are limited to transportation and childcare expenses, emergency costs, and test fees unless another intensive service is provided that day.

IV. Supportive Service Payment Overview

All supportive service assistance payments issued on behalf of WIA enrolled participants within the Worklink Workforce Investment Area will be issued on the basis of 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 WIA enrolled participants to continue or complete the applicable WIA activity. Payments cannot exceed \$3,000 during a 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 WIA enrolled participant. Payments can only be made toward relief of situations continuing after the individual becomes a WIA enrolled participant and cannot be made retroactive.
- d. With the exception of transportation reimbursement, all supportive service assistance payments will be issued directly to the vendor providing the needed assistance or service to the WIA 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 WIA enrolled participants.

V. Who May Receive

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

- a. Those who are determined low-income, as described in Table 1 of the current WIA 70 percent LLSIL, Instruction Letter PY' 08-12, Update for WIA Family Income and Self-Sufficiency Guidelines. **Note:** Initial determination for Supportive Services will be based on low-income status as notated on the Eligibility Determination application for WIA

assistance. If a participant is not low-income at the time of application, a participant may re-apply for supportive services after six months. (WIA staff should use the attached application and the same procedures to determine low-income as that of Eligibility Determination.)

- b. Those who are actively participating in a WIA activity, that requires travel for more than one day in length, 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 VOS.
- c. For participants in follow-up, there is no need for an open activity. In these cases, an entry in the case notes is required.
- d. Those who have established a supported or documented allowable need for assistance.
- e. Those who have presented documentation or evidence that all other reasonable means for getting non-WIA assistance/support have been exhausted.
 - i. For childcare assistance – applicant must have proof of ABC Voucher eligibility determination
 - ii. For transportation – applicant must have proof of valid driver’s license
 - iii. 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.)
- f. Those who are in need of employment related assistance during their normal 12-month follow-up period.

VI. Allowable Supportive Services for WIA Participants in Intensive or Training Services
For both adult and dislocated worker services

Medical Assistance – Limited funding is available to provide medical services required for an individual to participate in intensive services 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
- Hearing devices

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 agency. 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 is does not include CDLs.

One-time Emergency Costs* -

Minor Car Repair - Minor Car Repair should not exceed \$250.00.

Utilities - Pays for electric, water or gas bill. Excludes telephone bills.

Housing - Pays for housing cost, such as rent.

*One-time emergency costs exceeding \$1000.00 must be approved by the Administrative Entity.

Childcare or Dependent Care – Participants who have out-of-pocket expenses 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 documentation that must be kept the 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 approved online class and the Intensive Services 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 Intensive Services 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 and 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.

Transportation Reimbursement – Participants not receiving direct transportation services may receive transportation assistance to help defray the out-of-pocket expenses associated with activities/training. For those (1) attending approved training full-time, (2) not receiving other transportation funds from partner programs, and (3) traveling more than 10 miles one way to a training provider, reimbursement will be \$5 per day of training attended. An authorized training instructor must sign the attendance sheet prior to reimbursement.

VII. Allowable Needs-Related Payments (NRP) for WIA Participants in Intensive or Training Services

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

NRP may be provided to unemployed adults and dislocated workers if the eligible client has been enrolled in an allowable training activity.

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

- A. Specific eligibility requirements for adults
 1. Must be unemployed;
 2. Does not qualify for, or has ceased to qualify for, Temporary Assistance for Needy Families (TANF) or unemployment compensation; and
 3. Must be enrolled in a program of training services under WIA/TAA.

Adult and Dislocated Worker Program Needs-Related Payments – Eligible adults and dislocated workers may be certified to receive a needs-related payment in the amount of \$2.50 per hour for active participation in training services (not to exceed a weekly maximum of \$100). Time and attendance sheets are to be used to ensure adequate participation in training services and are to be submitted along with each needs-related payment request. Please note this applies to adults and dislocated workers who do not qualify for the receipt of weekly unemployment insurance (UI) payments or Trade Readjustment Assistance (TRA) at the point of registration in the WIA program. Adults and dislocated workers who were receiving UI payments or TRA at the point of registration in WIA but exhaust such assistance may be certified eligible to receive a *Continuance Needs-Related Payment*.

The amounts to be paid are based on a set rate only for the actual number of hours the client is enrolled and/or participating in a training activity. All documentation and eligibility determination is the sole responsibility of the Intensive Services Provider.

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 or NAFTA-TAA, and
3. Must be enrolled in a program of training services under WIA/TAA.

Continuance Needs-Related Payment – Eligible adults and dislocated workers who exhaust UI payments or TRA after registration in the WIA program may receive a weekly payment up to the amount received under UI or TRA for active participation in training services, not to exceed \$100 per week. This may enable the participant to continue receiving the same level of income maintenance as when they first entered the program. The participant must provide proof of the status of their UI or TRA weekly payment amount during the needs-related payment certification appointment. Time and attendance sheets are to be used to ensure adequate participation in training services and are to be submitted along with the needs-related payment request. **NOTE: In order to qualify for this type of needs-related payment, the WIA customer is required to attend 100% of approved training each week.**

Needs-related payments are not wages but training payments used to assist participants with related costs for participating in training services. Needs-related payments are not subject to tax withholdings.

The case manager and participant must complete the Needs Related Payment Approval to document the need. In the event a waiver is required, this completed form is to be submitted with the waiver request.

VIII. Allowable Supportive Services for WIA Participants in Work Based Activities

Such as OJT, Work Experience, short-term skills training, and Paid Internships

Participants who need help transitioning to self-sufficiency while in the above activities may be eligible for the following services:

Direct Transportation – described above for the duration of not more than 2 months.

Transportation Reimbursement – described above. Rates are half the rates listed above.

Childcare or Dependent Care – described above. Rates are half the rates listed above. Also, see attached Supportive Service Reference Sheet.

IX. Allowable Supportive Services for WIA Participants in follow-up

Supportive service needs should be addressed while a participant is still active. In limited cases individuals who have exited, but are at risk of losing their job, may receive supportive services

while in the follow-up period, provided that there is funding remaining in their supportive services account.

The availability of post-placement supportive service assistance is limited and will be determined individually based on the following criteria:

1. The individual has a substantial supportive service need in order to meet employment goals set in their Individual Employment Plan.
2. The supportive service is not available through another source.
3. The individual's resources do not allow the participant to fully pay for the service. In reviewing the individual's resources, one of the following criteria must be met for the participant to be considered:
 - a. The participant was economically disadvantaged at the time of eligibility determination.
 - b. Receives income-based government assistance including TANF, SNAP, SSI, public housing assistance, or is a resident of a shelter.
 - c. Has been unemployed for more than three months prior to start of the job.

Supportive Services for participants in follow-up may not be in the form of cash payments and can only be provided to assist a participant in retaining his/her job. For participants in follow-up, there is no need for an open activity. However, a case note is required to document supportive services provided to participants in follow-up. The Follow-Up Services Contractor should determine need for supportive services received during Follow-Up.

X. Supportive Services NOT Allowable for WIA Participants

- a. Legal or 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, and tags.
- d. Personal debt or obligation that occurred before WIA registration.

ACTION: WorkLink Workforce Investment Area Grantees 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.

Please copy and distribute this information appropriately within your agency.

INQUIRIES: Direct all inquiries on this Instruction Letter to the WorkLink Workforce Investment Board staff, WorkLink, 511 Westinghouse Road, Pendleton, SC 29670, telephone 864.646.1515, fax 864.646.2814, or e-mail ncolman@worklinkweb.com.



 Nita Colman, Executive Director
 WorkLink Workforce Investment Board

DISTRIBUTION: All WIA/TAA staff

FOUR ATTACHMENTS:

- 1 - Referral to Supportive Services
- 2 - Supportive Services Reference Sheet
- 3 – Supportive Service Payment Services Form
- 4 – Family Size Definition

REFERRAL TO PARTNER SERVICES FORM

NAME: _____ SS# _____

ADDRESS: _____

PHONE: _____ DATE: _____

REFERRED BY: _____ AGENCY PHONE: _____

REFERRED TO

- ADULT EDUCATION
- VOCATIONAL REHABILITATION
- HOUSING AUTHORITY
- JOB CORPS
- TELAMON
- AARP
- OTHER: _____

REASONS: _____

APPOINTMENT DATE: _____ TIME: _____

PLACE: _____

ACCEPTED COMMENTS: _____

NOT ACCEPTED REASON: _____

SERVICE PROVIDER SIGNATURE: _____

PHONE: _____ DATE: _____



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	
Minor Car Repair (Maximum)	\$250
Maximum one-time payment without WorkLink approval	\$1,000
Transportation Reimbursement (per day attending training)	
10 miles or greater (one way)	\$5
For Any Participant in Work Based Training	
<i>Childcare/dependent care each day</i>	
Pre-School Children	\$10
School-age Children up to 12-years old	\$4
Dependent Adults	\$4
<i>Direct Transportation is available for a maximum of two months</i>	
<i>Transportation Reimbursement (per day attending training)</i>	
10 miles or greater (one way)	\$2.50
Supportive Services available after enrollment and before other activities	
Transportation	
Childcare/Dependent care	
Emergency Costs	
Test Fees	

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

*Will only apply on days in which participant is actively participating in training.

Supportive Service Payment Approval Form

Section I: Client Information

Name _____ Date of Request _____

State Id: _____ Adult DW Formula ARRA Other: _____

1. Is the client currently unemployed? Yes No If No, ineligible for Needs Related Payments.
2. Does the client receive TANF or qualify for UI or Trade Adjustment Assistance or North American Free Trade Agreement? Yes No If yes to UI or TRA, ineligible for Needs Related Payments
3. Has the client provided appropriate documentation (if applicable) for any supportive services Requested? Yes No If yes, attach documentation.

Section II: Eligibility

List all persons in household today	Ages	# of Months*	Source of Income**	Included? (Y/N)	Wage	6 Month Total
Number counted in family***				Grand Total		
Multiply by 2, Yearly Total						

*Number of Months living in household **Attach documentation ***See Family definition.

4. Does yearly income exceed the federal poverty guidelines for the family size? Yes No
If Yes, Stop. Client is ineligible.

III. Supportive Services

Type*	Need Determined/Eligible		Estimated Amount
Medical Assistance	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Clothes/Uniforms	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Work Related Equipment	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Background Check	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Tests	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Driver's Tests	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Car Repair (Requires two quotes and proof of ownership)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Electric, Gas, Water Bill (Copy of the bill)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Housing, excludes mortgage payments	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Childcare (Requires proof of TANF determination)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Transportation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Needs Related Payments**	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
ESTIMATED GRAND TOTAL			

*Cannot exceed the maximum amounts as outlined in Supportive Services Policy. Documentation must be attached to application; otherwise client is ineligible for that particular supportive service. ** To be eligible for Needs Related Payments, Question 1 must be YES; Question 2 must be NO. Documentation of proof of UI or TAA status must be attached. Reference Needs Related Payment Portion of Supportive Service Policy for further clarification.

Applicant Signature _____ Date _____

CM Signature _____ Date _____

Family Size

WIA definition of Family:

Two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following categories:

- A. A husband, wife and dependent children;
- B. A parent or guardian and dependent children;
- C. A husband and wife.

Any individual not meeting the above definition of family is considered to be a family of one.

Exception: An applicant who has a *disability that substantially affects his/her ability to gain employment* may be considered as a family of one. Documentation of the substantial disability must be verified in writing and maintained in the applicant's hard copy case file.

Family Size is determined based on the total number of individuals meeting the above definition during the 6 months prior to application.

The State is providing the following clarifications to the definition of family:

- References to "*dependent children*" do not include grandchildren unless the grandparents are legal guardians (determined by court order) for the grandchildren or have adopted the grandchildren.
- For Category B, references to "*guardian*" refer to "*legal guardian*". Legal guardianship is determined by court order.
- The phrase "*living in a single residence*" includes temporary, voluntary residence elsewhere such as attending school or college, or visiting relatives. It does not include involuntary temporary residence elsewhere, such as incarceration or placement into foster care as result of a court order.
- For Categories A and B, "*dependent children*" shall include:
 - Any child, age 14-17; or
 - Any child age 18-25 who is a full-time student dependent on the parent or guardian for more than 50% of his/her support;
 - Any child over the age of 17 who did not provide more than 50% off his/her own support for the 6 months prior to application. This includes adult children of any age.

Note: Applicants over age 17 who would ordinarily be included as part of a family, but claim to be no longer dependent on the parent/guardian, must complete a written statement, justifying that he/she has provided more than 50% of his/her own support (food, shelter, etc.) for the last 6 months. This statement should include the amount and source(s) of his/her personal income, and the type and amount of expenses that the individual has covered for the last 6 months. Additional documentation of income, such as check stubs, may be required to verify the applicant's income.

- The State of South Carolina recognizes *common law marriage*. Individuals claiming to be married by common law must meet the following criteria:
 1. Both parties must be free to enter into the common law marriage. In other words, neither party may be married to another individual. If previously married, the marriage must have been annulled or the divorce must be final.

And

2. The couple must present themselves as married to the public.

Individuals meeting the criteria listed above for common law marriage will be considered as married under the WIA definition of marriage.

WorkLink

WIA INSTRUCTION LETTER NO.: PY'10-02 Revised (replaces WIA Instruction Letter Issuance Date September 29, 2009)

SUBJECT: Local Supportive Service Policy-Youth

ISSUANCE

DATE: July 1, 2010

EFFECTIVE

DATE: July 1, 2010

EXPIRATION

Date: Indefinite

PURPOSE: The purpose of this instruction is to establish guidelines for providing supportive services for WIA participants in the local WorkLink Workforce Investment Area.

BACKGROUND: The goal of the Workforce Investment 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 WIA programs who are receiving training or follow-up Services.

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

Budgetary Plan

When 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 VOS 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), child care vendor agreement, invoices, mileage calculation, attendance sheets and justification for paying the supportive services.

Supportive Services Needs Determined at Assessment

The supportive services needs determined upon enrollment into WIA at assessment 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 WIA enrolled participants within the WorkLink Workforce Investment Area will be issued on the basis of 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 WIA enrolled participants to continue or complete the applicable WIA activity. Payments cannot exceed \$3,000 per program one 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 WIA-enrolled participant. ~~Payments can only be made toward~~ relief of situations continuing after the individual becomes a WIA enrolled participant and cannot be made retroactive.
- d. With the exception of transportation reimbursement, all supportive service assistance payments will be issued directly to the vendor providing the needed assistance or service to the WIA 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 WIA enrolled participants.

Who May Receive

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

- a. Those who are actively participating in a WIA 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 VOS.
- b. For participants in follow-up, there is no need for an open activity. In these, cases, an entry in the case notes 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-WIA assistance/support have been exhausted.
- e. Those who are in need of 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 WIA activity.

Allowable Supportive Services for WIA Participants in Training Services For 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 no 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 \$250. 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 expenses associated with attending training/activities may receive childcare assistance. Reimbursements are linked to attendance if a participant is absent from training, a reimbursements may not be made for that day. For childcare supportive service assistance, vendor agreements and invoices are required documentation 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 and 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 take into account any absences during the week and adjust the mileage allowance accordingly.

Rates

Less than 75 miles	\$20
76 -150 miles	\$40
151 – 224 miles	\$60
225 miles or greater	\$80

Supportive Services NOT Allowable for WIA Participants

- a. Legal or 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 WIA registration.

Please copy and distribute this information appropriately within your agency.

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


Nita Colman, Executive Director
WorkLink Workforce Investment Board

DISTRIBUTION: All WIA staff

ATTACHMENTS: Supportive Services Reference Sheet

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)	\$250
Transportation Reimbursement	
Less than 75 miles	\$20
76-150 miles	\$40
151-244 miles	\$60
225 miles or greater	\$80
Supportive Services available after enrollment and before other activities	
Transportation	
Childcare/Dependent Care	
Emergency Costs	
Test Fees	

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



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 \$5000 per program year. Our supportive service cap is \$3000 per program year.

Locally Defined Youth Barriers

The following questions from the Virtual One-Stop System define the special youth barriers in the WorkLink Region.

Youth facing Serious Barriers to Employment? (5% Exception)

- 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?

Youth requires additional assistance?

- 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?

Youth Council is in the process of changing these definitions and they have not been added to the SCWOS.

**MEMORANDUM OF AGREEMENT
BETWEEN
WorkLink SC Works (Operator, Henkels & McCoy)
AND
Oconee County Adult Education Program**

Purpose:

To establish the provision of academic and educational services for the Henkels & McCoy, Inc. (SC Works Operator) and to ensure state certified and credentialed services are provided to all Oconee County WIA Adult & Dislocated Workers 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 Preparation and/or WorkKeys Skill Enhancement through the SDE approved curriculums.
 - b. Provide SDE sanctioned Pre-GED and GED Preparation courses.
 - c. Provide SDE sanctioned High School Diploma courses.
 - d. Provide SDE sanctioned WorkKeys Skill Enhancement training for workplace preparedness.
2. Coordinate with H&M staff to disseminate SC Works Connections Program 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. Provide a career interest assessment utilizing the SCOIS or another to be determined career interest assessment.
6. Recommend and furnish appropriate materials and textbooks (books may be paid for by H&M for WIA eligible students).
7. Maintain all records, progress reports, attendance, as mandated by the State Department of Education.
8. Provide SC Works timesheets signed by Adult Education instructors as needed to SC Works Career Coaches.
9. Provide space for H&M Career Coach staff to include internet access and include H&M staff in regularly scheduled meetings and/or organization briefings when appropriate.
10. Provide academic instructional services, computer instruction, WorkKeys preparation classes at NO COST to SC Works WIA Eligible students.
11. WorkKeys assessment to be provided by Adult Education for a fee of \$35.00 per WIA, SC Works Participant.
12. Registration for the GED to be provided by Adult Education for a fee of \$80 per WIA/SC Works Participant. H&M will reimburse GED fees quarterly for WIA participants. Students who are no longer basic skills deficient, meaning scoring at a grade 9 or above on the TABE total math and reading, should be the only WIA /SC Works students registered for the GED test. H&M will not be obligated to pay the GED test registration fees to Adult Education for students who are basic skills deficient when registered for the GED test.
*Please note that for purposes of the MOA, the Satisfactory Progress Policy limiting GED testing fee coverage to two (2) times for a WIA/SC Works Participant must be followed as defined in the WorkLink Employment and Training Instruction Letter No. 11-06 which is attached as a reference.

Henkels & McCoy, Inc. will:

1. H&M understands that we are responsible for any and all equipment, supplies, and staff items kept within the Oconee County School District Adult Learning Center.
2. Coordinate with all Adult Education programs and refer all WIA who meet Adult Education entry requirements for the following services:
 - a. Basic Skills Remediation
 - b. Pre-GED and GED Preparation
 - c. High School Diploma courses
 - d. WorkKeys Skill Enhancement Training
 - e. Computer Application Training
3. Recommend, encourage, and refer all SC Works Customers to Adult Education as deemed appropriate.
4. Coordinate student schedules to enable them to attend Adult Education programs.
5. Conduct TABE assessments within 90 days of participants' enrollment into WIA or as needed to comply with local WIA Statement of Work requirements and SCDEW requirements for progress testing.
6. Provide Skills Tutor timesheets for Adult Education to include in participant sixty hour (60) seat time in Adult Education.
7. Provide appropriate case management, career coaching, and job placement and/or post-secondary placement services to students leading to positive outcomes for Adult Education, H&M, the WorkLink WIB, and most importantly the student.
8. H&M agrees to fund a part of multiple Certified Teachers providing instruction to WIA Eligible Participants and also fund the cost of a TABE Test Proctor as outlined below from July 1, 2012 through December 31, 2012, this MOA will be modified to extend through June 30, 2013 upon the availability of additional funds that is anticipated;

Oconee	7/1/12 - 12/31/12	1/1/13 - 6/30/13
Budgeted Costs	6 Months	12 Months
Teacher(s)	\$ 12,000.00	\$ 24,000.00
TABE Proctor	\$ 3,720.00	\$ 7,440.00
	\$ 15,720.00	\$ 31,440.00

Understandings:

All parties are committed to developing our Adult & Dislocated Workers of the WorkLink Region served by the SC Works System that addresses all of the needs of each individual seeking services and agrees 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 **7/1/2012** through **12/31/2012**. 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 a thirty (30) day advance written notice of termination to all other parties.

Dana L. Grant

Dana L. Grant, Area Manager
Henkels & McCoy, Inc.

8-9-12

Date

Gene E. Williams

Gene Williams, Director
Oconee County Adult Education

8-9-12

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
WorkLink SC Works (Operator, Henkels & McCoy)
AND
Anderson Adult Education, Districts 3, 4, & 5 Adult Education Programs**

Purpose:

To establish the provision of academic and educational services for the Henkels & McCoy, Inc. (SC Works Operator) and to ensure state certified and credentialed services are provided to all Anderson County WIA Adult & Dislocated Workers 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 Preparation and/or WorkKeys Skill Enhancement through the SDE approved curriculums.
 - b. Provide SDE sanctioned Pre-GED and GED Preparation courses.
 - c. Provide SDE sanctioned High School Diploma courses.
 - d. Provide SDE sanctioned WorkKeys Skill Enhancement training for workplace preparedness.
2. Coordinate with H&M staff to disseminate SC Works Connections Program 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. Provide a career interest assessment utilizing the **SCOIS or another to be determined career interest assessment.**
6. Recommend and furnish appropriate materials and textbooks (books may be paid for by H&M for WIA eligible students).
7. Maintain all records, progress reports, attendance, as mandated by the State Department of Education.
8. Provide SC Works timesheets signed by Adult Education instructors as needed to SC Works Career Coaches.
9. Provide space for H&M Career Coach staff to include internet access and include H&M staff in regularly scheduled meetings and/or organization briefings when appropriate.
10. Provide academic instructional services, computer instruction, WorkKeys preparation classes at NO COST to SC Works WIA Eligible students.
11. WorkKeys assessment to be provided by Adult Education for a fee of \$35.00 per WIA, SC Works Participant.
12. **Registration for the GED to be provided by Adult Education for a fee of \$80 per WIA/PYC participant. PYC will reimburse GED registration fees quarterly. Students who have made at least one (1) EFL (Education Functional Level) gain in total math or reading and/or scored a 2250 or above on the OPT (Official Practice Test for the GED) should be the only WIA /PYC students registered for the GED test. 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 OPT guideline. *Please note that for purposes of the MOA, the Satisfactory Progress Policy limiting GED testing fee coverage to two (2) times for a WIA/PYC participant must be followed as defined in the WorkLink Employment and Training Instruction Letter No. 11-06 which is attached as a reference.**

Henkels & McCoy, Inc. will:

1. H&M understands that we are responsible for any and all equipment, supplies, and staff items kept within the Anderson 3, 4, & 5 School District Adult Learning Center.
2. Coordinate with all Adult Education programs and refer all WIA who meet Adult Education entry requirements for the following services:
 - a. Basic Skills Remediation
 - b. Pre-GED and GED Preparation
 - c. High School Diploma courses
 - d. WorkKeys Skill Enhancement Training
 - e. Computer Application Training
3. Recommend, encourage, and refer all SC Works Customers to Adult Education as deemed appropriate.
4. Coordinate student schedules to enable them to attend Adult Education programs.
5. Conduct TABE assessments within 90 days of participants' enrollment into WIA or as needed to comply with local WIA Statement of Work requirements and SCDEW requirements for progress testing.
6. Provide Skills Tutor timesheets for Adult Education to include in participant sixty hour (60) seat time in Adult Education.
7. Provide appropriate case management, career coaching, and job placement and/or post-secondary placement services to students leading to positive outcomes for Adult Education, H&M, the WorkLink WIB, and most importantly the student.
8. H&M agrees to fund a part of multiple Certified Teachers providing instruction to WIA Eligible Participants and also fund the cost of a TABE Test Proctor as outlined below from July 1, 2012 through December 31, 2012, this MOA will be modified to extend through June 30, 2013 upon the availability of additional funds that is anticipated;

Anderson 3, 4, & 5	7/1/12 – 12/31/12	1/1/13 – 6/30/13
Budgeted Costs	6 Months	12 Months
Teacher(s)	\$ 16,000.00	\$ 32,000.00
TABE Proctor	\$ 5,580.00	\$ 11,160.00
	\$ 21,580.00	\$ 43,160.00

Understandings:

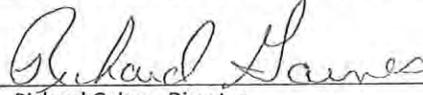
All parties are committed to developing our Adult & Dislocated Workers of the WorkLink Region served by the SC Works System that addresses all of the needs of each individual seeking services and agrees to make available an instructional program that addresses the academic, workplace, life, and social skills needed to lead to competitive, gainful, self-sufficient employment. This agreement is effective for **7/1/2012** through **12/31/2012**. 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 a thirty (30) day advance written notice of termination to all other parties.



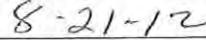
Dana L. Grant, Area Manager
Henkels & McCoy, Inc.



Date



Richard Gaines, Director
Anderson County Districts 3, 4, & 5 Adult Education



Date

**MEMORANDUM OF AGREEMENT
BETWEEN
WorkLink SC Works (Operator, Henkels & McCoy)
AND
Pickens County Adult Education Program**

Purpose:

To establish the provision of academic and educational services for the Henkels & McCoy, Inc. (SC Works Operator) and to ensure state certified and credentialed services are provided to all Pickens County WIA Adult & Dislocated Workers 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 Preparation and/or WorkKeys Skill Enhancement through the SDE approved curriculums.
 - b. Provide SDE sanctioned Pre-GED and GED Preparation courses.
 - c. Provide SDE sanctioned High School Diploma courses.
 - d. Provide SDE sanctioned WorkKeys Skill Enhancement training for workplace preparedness.
2. Coordinate with H&M staff to disseminate SC Works Connections Program 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. Provide a career interest assessment utilizing the **SCIOS** or another to be determined career interest assessment.
6. Recommend and furnish appropriate materials and textbooks (books may be paid for by H&M for WIA eligible students).
7. Maintain all records, progress reports, attendance, as mandated by the State Department of Education.
8. Provide SC Works timesheets signed by Adult Education Instructors as needed to SC Works Career Coaches.
9. Provide space for H&M Career Coach staff to include internet access and include H&M staff in regularly scheduled meetings and/or organization briefings when appropriate.
10. Provide academic instructional services, computer instruction, WorkKeys preparation classes at NO COST to SC Works WIA Eligible students.
11. WorkKeys assessment to be provided by Adult Education for a fee of \$95.00 per WIA, SC Works Participant.
12. Registration for the GED to be provided by Adult Education for a fee of \$80 per WIA/PYC participant. PYC will reimburse GED registration fees quarterly. Students who have made at least one (1) EFL (Education Functional Level) gain in total math or reading and/or scored a 2250 or above on the OPT (Official Practice Test for the GED) should be the only WIA /PYC students registered for the GED test. 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 OPT guideline. *Please note that for purposes of the MOA, the Satisfactory Progress Policy limiting GED testing fee coverage to two (2) times for a WIA/PYC participant must be followed as defined in the WorkLink Employment and Training Instruction Letter No. 11-06 which is attached as a reference.

Henkels & McCoy, Inc. will:

1. H&M understands that we are responsible for any and all equipment, supplies, and staff items kept within the Pickens County School District Adult Learning Center.
2. Coordinate with all Adult Education programs and refer all WIA who meet Adult Education entry requirements for the following services:
 - a. Basic Skills Remediation
 - b. Pre-GED and GED Preparation
 - c. High School Diploma courses
 - d. WorkKeys Skill Enhancement Training
 - e. Computer Application Training
3. Recommend, encourage, and refer all SC Works Customers to Adult Education as deemed appropriate.
4. Coordinate student schedules to enable them to attend Adult Education programs.
5. Conduct TABE assessments within 90 days of participants' enrollment into WIA or as needed to comply with local WIA Statement of Work requirements and SCDEW requirements for progress testing.
6. Provide Skills Tutor timesheets for Adult Education to include in participant sixty hour (60) seat time in Adult Education.
7. Provide appropriate case management, career coaching, and job placement and/or post-secondary placement services to students leading to positive outcomes for Adult Education, H&M, the WorkLink WIB, and most importantly the student.
8. H&M agrees to fund a part of multiple Certified Teachers providing instruction to WIA Eligible Participants and also fund the cost of a TABE Test Proctor as outlined below from July 1, 2012 through December 31, 2012, this MOA will be modified to extend through June 30, 2013 upon the availability of additional funds that is anticipated;

Pickens	7/1/12 - 12/31/12	1/1/13 - 6/30/13
Budgeted Costs	6 Months	12 Months
Teacher(s)	\$ 4,000.00	\$ 8,000.00
TABE Proctor	\$ 3,720.00	\$ 7,440.00
	\$ 7,720.00	\$ 15,440.00

Understandings:

All parties are committed to developing our Adult & Dislocated Workers of the WorkLink Region served by the SC Works System that addresses all of the needs of each Individual seeking services and agrees 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 7/1/2012 through 12/31/2012. 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 a thirty (30) day advance written notice of termination to all other parties.



Dana L. Grant, Area Manager
Henkels & McCoy, Inc.
8-14-12

Date



Dr. Mary A. Gaston, Director
Pickens County Adult Education
Aug 20, 2012

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
WorkLink SC Works (Operator, Henkels & McCoy)
AND
Anderson Adult Education, Districts 1 & 2 Adult Education Programs**

Purpose:

To establish the provision of academic and educational services for the Henkels & McCoy, Inc. (SC Works Operator) and to ensure state certified and credentialed services are provided to all Anderson County WIA Adult & Dislocated Workers 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 Preparation and/or WorkKeys Skill Enhancement through the SDE approved curriculums.
 - b. Provide SDE sanctioned Pre-GED and GED Preparation courses.
 - c. Provide SDE sanctioned High School Diploma courses.
 - d. Provide SDE sanctioned WorkKeys Skill Enhancement training for workplace preparedness.
2. Coordinate with H&M staff to disseminate SC Works Connections Program 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. Provide a career interest assessment utilizing the **SCOIS or another to be determined career interest assessment.**
6. Recommend and furnish appropriate materials and textbooks (books may be paid for by H&M for WIA eligible students).
7. Maintain all records, progress reports, attendance, as mandated by the State Department of Education.
8. Provide SC Works timesheets signed by Adult Education instructors as needed to SC Works Career Coaches.
9. Provide space for H&M Career Coach staff to include internet access and include H&M staff in regularly scheduled meetings and/or organization briefings when appropriate.
10. Provide academic instructional services, computer instruction, WorkKeys preparation classes at NO COST to SC Works WIA Eligible students.
11. WorkKeys assessment to be provided by Adult Education for a fee of \$35.00 per WIA, SC Works Participant.
12. **Registration for the GED to be provided by Adult Education for a fee of \$80 per WIA/PYC participant. PYC will reimburse GED registration fees quarterly. Students who have made at least one (1) EFL (Education Functional Level) gain in total math or reading and/or scored a 2250 or above on the OPT (Official Practice Test for the GED) should be the only WIA /PYC students registered for the GED test. 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 OPT guideline. *Please note that for purposes of the MOA, the Satisfactory Progress Policy limiting GED testing fee coverage to two (2) times for a WIA/PYC participant must be followed as defined in the WorkLink Employment and Training Instruction Letter No. 11-06 which is attached as a reference.**

Henkels & McCoy, Inc. will:

1. H&M understands that we are responsible for any and all equipment, supplies, and staff items kept within the Anderson 1 & 2 School District Adult Learning Center.
2. Coordinate with all Adult Education programs and refer all WIA who meet Adult Education entry requirements for the following services:
 - a. Basic Skills Remediation
 - b. Pre-GED and GED Preparation
 - c. High School Diploma courses
 - d. WorkKeys Skill Enhancement Training
 - e. Computer Application Training
3. Recommend, encourage, and refer all SC Works Customers to Adult Education as deemed appropriate.
4. Coordinate student schedules to enable them to attend Adult Education programs.
5. Conduct TABE assessments within 90 days of participants' enrollment into WIA or as needed to comply with local WIA Statement of Work requirements and SCDEW requirements for progress testing.
6. Provide Skills Tutor timesheets for Adult Education to include in participant sixty hour (60) seat time in Adult Education.
7. Provide appropriate case management, career coaching, and job placement and/or post-secondary placement services to students leading to positive outcomes for Adult Education, H&M, the WorkLink WIB, and most importantly the student.
8. H&M agrees to fund a part of multiple Certified Teachers providing instruction to WIA Eligible Participants and also fund the cost of a TABE Test Proctor as outlined below from July 1, 2012 through December 31, 2012, this MOA will be modified to extend through June 30, 2013 upon the availability of additional funds that is anticipated;

Anderson 1 & 2	7/1/12 - 12/31/12	1/1/13 - 6/30/13
Budgeted Costs	6 Months	12 Months
Teacher(s)	\$ 4,800.00	\$ 9,600.00
TABE Proctor	\$ 1,860.00	\$ 3,720.00
	\$ 6,660.00	\$ 13,320.00

Understandings:

All parties are committed to developing our Adult & Dislocated Workers of the WorkLink Region served by the SC Works System that addresses all of the needs of each individual seeking services and agrees 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 **7/1/2012** through **12/31/2012**. 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 a thirty (30) day advance written notice of termination to all other parties.

Dana L. Grant
Dana L. Grant, Area Manager
Henkels & McCoy, Inc.
8/21/12
Date

Janice Walpole
Janice Walpole, Director
Anderson County Districts 1 & 2 Adult Education
8/21/12
Date

**MEMORANDUM OF AGREEMENT
BETWEEN
WorkLink SC Works (Operator, Henkels & McCoy)
AND
Tri-County Technical College**

Purpose:

To establish the provision of Work Ready training and educational services for WorkLink SC Works; Operated by Henkels & McCoy and to ensure core services are provided to all WorkLink SC Works Job Seekers served under this program.

Services:

Tri-County Technical College will provide:

1. Educational and Work Ready Training Services for WorkLink SC Works
 - a. Provide Work Ready and Soft Skills training workshops to Job Seekers at Quick Job Centers located in: Anderson, Oconee, and Pickens Counties; at a minimum eight (8) workshops are to be provided monthly.
 - b. Provide a minimum of two (2) monthly financial literacy workshops to job seekers in the WorkLink Region.
 - c. Utilize WorkLink SC Works; OneStop on-the-go services for Jobseekers as needed to provide access to core services through-out the WorkLink Workforce Development Region.
 - d. Provided WorkKeys Skill Enhancement through approved curriculums, not to exceed 2X/month per location.
2. Provide a calendar of Workshop events and locations to WorkLink SC Works, Operator; Henkels & McCoy by the 5th of the preceding month.
3. Coordinate with H&M staff to disseminate WorkLink SC Works information in regularly scheduled Workshops.
4. Refer adults for workforce development services.
5. Provide WorkKey testing for WorkLink SC Works job seekers. WorkKeys assessments to be provided by Tri-County Technical College for a fee of \$35.00 per WIA, participant.
6. Maintain all workshop related records, progress reports, attendance, as mandated by SCDEW and WorkLink.
7. If required, provide student timesheets signed by Tri-County Technical College instructors as needed to Henkels Adult & Dislocated Worker Career Coaches.
8. Provide space for H&M Career Coach to serve WIA Adult & Dislocated Worker participants on a rotating schedule at Quick Job Centers in Anderson, Oconee and Pickens Counties; schedule to be agreed upon by Tri-County Technical College and Henkels & McCoy. Space will include internet access, copier access (.04 cents per black and white copy / .08 cents per color copy), and phone service (based on phone charges)
9. Invite H&M staff to attend regularly scheduled meetings and/or organization briefings when appropriate.

Henkels & McCoy, Inc. will:

H&M understands that we are responsible for any and all WIA equipment, WIA supplies, and WIA staff items kept within Tri-County Technical College's Quick Job Centers in Anderson, Oconee and Pickens Counties.

1. H&M agrees to provide funding to TCTC to include rent, internet/phone service and copier service. Monthly payments will be provided in the amount of \$1,125.00 per month from July 1, 2012 through June 30, 2013 for a total of \$13,500.00 to include office space for H&M staff at Quick Job Centers located in Anderson, Oconee and Pickens Counties. (Note: Additional charges: copier access (.04 cents per black and white copy / .08 cents per color copy), and phone service (based on phone charges)
2. Recommend, encourage, and refer job seekers to Tri-County Technical as deemed appropriate for Core Services, Occupational Skills training and Post-Secondary Education.
3. Coordinate participant schedules to enable them to attend Workshops and Trainings as deemed appropriate to obtain employment.
4. Provide appropriate case management, career coaching, and job placement and/or post-secondary placement services to participants leading to positive outcomes for Tri-County Technical College, WorkLink SC Works and most importantly the job seeker. H&M agrees to fund instructional staff to be paid quarterly (monthly payments in the amount of \$4,166.67 per month) from July 1, 2012 through June 30, 2013 for a total of \$50,000.00 to Tri-County Technical College.

Understandings:

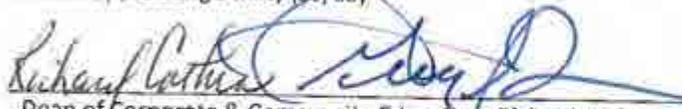
All parties are committed to designing and developing an Adult Services System under the branding of WorkLink SC Works that addresses all of the needs of the Adult that is seeking services and agrees to make available an core services that address the academic, workplace, life, and social skills needed to lead to competitive, gainful, self-sufficient employment.

This agreement is effective for 7/1/2012 through 6/30/2013. All parties will periodically review progress during the year regarding this collaborative endeavor to ensure that the mutual efforts are responsible to the participants being served. Any party may terminate the agreement at any time for any or no reason by providing a thirty (30) day advance written notice of termination to all other parties.


Area Manager, Dana L. Grant
Henkels & McCoy

6-27-2012

Date


Dean of Corporate & Community Education, Richard Cothran
Vice President for Business Affairs, Gregg Stapleton
Tri-County Technical College

6-28-2012

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
HENKELS & MCCOY, INC. (Palmetto Youth Connections Program)
AND
Pickens County Adult Education Programs**

Purpose:

To establish the provision of academic and educational services for the Henkels & McCoy, Inc. (Palmetto Youth Connections) and to ensure state certified and credentialed services are provided to all Pickens County at-risk 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 Preparation and/or WorkKeys Skill Enhancement through the SDE approved curriculums.
 - b. Provide SDE sanctioned Pre-GED and GED Preparation courses.
 - c. Provide SDE sanctioned High School Diploma courses.
 - d. Provide SDE sanctioned WorkKeys Skill Enhancement training for workplace preparedness.
2. Coordinate with H&M staff to disseminate Palmetto Youth Connections Program 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. Provide a career interest assessment utilizing the SCOIS or another to be determined career interest assessment.
6. Recommend and furnish appropriate materials and textbooks (books may be paid for by PYC for WIA eligible students).
7. Maintain all records, progress reports, attendance, as mandated by the State Department of Education.
8. Provide PYC timesheets signed by Adult Education instructors as needed to PYC Career Coaches.
9. Provide space for H&M Career Coach staff to include internet access and include H&M staff in regularly scheduled meetings and/or organization briefings when appropriate.
10. Provide academic instructional services, computer instruction, and WorkKeys preparation classes at NO COST to Palmetto Youth Connection students.
11. WorkKeys assessment to be provided by Adult Education for a fee of \$35.00 per WIA, PYC participant. PYC will reimburse for WorkKeys testing fees quarterly.
12. Registration for the GED to be provided by Adult Education for a fee of \$80 per WIA/PYC participant. PYC will reimburse GED registration fees quarterly. Students who are no longer basic skills deficient, meaning scoring at a grade 9 or above on the TABE total math and reading, should be the only WIA /PYC students registered for the GED test. PYC will not be obligated to pay the GED test registration fees to Adult Education for students who are basic skills deficient when registered for the GED test. *Please note that for purposes of the MOA, the Satisfactory Progress Policy limiting GED testing fee coverage to two (2) times for a WIA/PYC participant must be followed as defined in the WorkLink Employment and Training Instruction Letter No. 11-06 which is attached as a reference.

Henkels & McCoy, Inc. will:

1. H&M understands that we are responsible for any and all equipment, supplies, and staff items kept within the School District of Pickens County's Adult Learning Center.
2. Coordinate with all Adult Education programs and refer all WIA who meet Adult Education entry requirements for the following services:
 - a. Basic Skills Remediation
 - b. Pre-GED and GED Preparation
 - c. High School Diploma courses
 - d. WorkKeys Skill Enhancement Training
 - e. Computer Application Training
3. Recommend, encourage, and refer all students to adult education as deemed appropriate.
4. Coordinate student schedules to enable them to attend Adult Education programs.
5. Conduct TABE assessments within 90 days of participants' enrollment into PYC or as needed to comply with local WIA Statement of Work requirements and SCDEW requirements for progress testing.
6. Provide Skills Tutor timesheets for Adult Education to include in participant sixty hour (60) seat time in Adult Education.
7. Provide appropriate case management, career coaching, and job placement and/or post-secondary placement services to students leading to positive outcomes for Adult Education, H&M, the WorkLink WIB, and most importantly the student.
8. H&M agrees to fund one Part-time Teacher to be paid for through monthly tuition payments in the amount of \$807.45 from July 1, 2012 through June 30, 2013 for a total of \$9,689.50 for Pickens County Adult Education program.

Understandings:

All parties are committed to designing and developing a Youth Services System under the branding of Palmetto Youth Connections that addresses all of the needs of each at-risk youth that is seeking services and agrees 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 **7/1/2012** through **6/30/2013**. 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 a thirty (30) day advance written notice of termination to all other parties.

Dana L. Grant

Area Manager, Dana L. Grant
Henkels & McCoy, Inc.

Mary Gaston

Director, Mary Gaston
Pickens County, Adult Education

8-3-2012

Date

August 1, 2012

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
HENKELS & MCCOY, INC. (Palmetto Youth Connections Program)
AND**

Anderson Adult Education, Districts 3, 4, & 5 County Adult Education Programs

Purpose:

To establish the provision of academic and educational services for the Henkels & McCoy, Inc. (Palmetto Youth Connections) and to ensure state certified and credentialed services are provided to all Anderson County Districts 3, 4, & 5 at-risk 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 Preparation and/or WorkKeys Skill Enhancement through the SDE approved curriculums.
 - b. Provide SDE sanctioned Pre-GED and GED Preparation courses.
 - c. Provide SDE sanctioned High School Diploma courses.
 - d. Provide SDE sanctioned WorkKeys Skill Enhancement training for workplace preparedness.
2. Coordinate with H&M staff to disseminate Palmetto Youth Connections Program 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. Provide a career interest assessment utilizing the SCOIS or another to be determined career interest assessment.
6. Recommend and furnish appropriate materials and textbooks (books may be paid for by PYC for WIA eligible students).
7. Maintain all records, progress reports, attendance, as mandated by the State Department of Education.
8. Provide PYC timesheets signed by Adult Education instructors as needed to PYC Career Coaches.
9. Provide space for H&M Career Coach staff to include Internet access and include H&M staff in regularly scheduled meetings and/or organization briefings when appropriate
10. Provide academic instructional services, computer instruction, and WorkKeys preparation classes at NO COST to Palmetto Youth Connections or WIA Eligible Students.
11. WorkKeys assessment to be provided by Adult Education for a fee of \$35.00 per WIA, PYC participant. PYC will reimburse for WorkKeys testing fees quarterly.
12. Registration for the GED to be provided by Adult Education for a fee of \$80 per WIA/PYC participant. PYC will reimburse GED registration fees quarterly. Students who have made at least one (1) EFL (Education Functional Level) gain in total math or reading and/or scored a 2250 or above on the OPT (Official Practice Test for the GED) should be the only WIA /PYC students registered for the GED test. 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 OPT guideline. *Please note that for purposes of the MOA, the Satisfactory Progress Policy limiting GED testing fee coverage to two (2) times for a WIA/PYC participant must be followed as defined in the WorkLink Employment and Training Instruction Letter No. 11-06 which is attached as a reference.

Henkels & McCoy, Inc. will:

1. H&M understands that we are responsible for any and all equipment, supplies, and staff items kept within the School District of Anderson 3, 4 & 5 Adult Learning Center.
2. Coordinate with all Adult Education programs and refer all WIA who meet Adult Education entry requirements for the following services:
 - a. Basic Skills Remediation
 - b. Pre-GED and GED Preparation
 - c. High School Diploma courses
 - d. WorkKeys Skill Enhancement Training
 - e. Computer Application Training
3. Recommend, encourage, and refer all students to adult education as deemed appropriate.
4. Coordinate student schedules to enable them to attend Adult Education programs.
5. Conduct TABE assessments within 90 days of participants' enrollment into PYC or as needed to comply with local WIA Statement of Work requirements and SCDEW requirements for progress testing.
6. Provide Skills Tutor timesheets for Adult Education to include in participant sixty hour (60) seat time in Adult Education.
7. Provide appropriate case management, career coaching, and job placement and/or post-secondary placement services to students leading to positive outcomes for Adult Education, H&M, the WorkLink WIB, and most importantly the student.
8. H&M agrees to fund one Part-time Teacher to be paid for through monthly tuition payments in the amount of \$807.45 from July 1, 2012 through June 30, 2013 for a total of \$9,689.50 for Anderson County Adult Education Districts 3, 4, & 5 Program.

Understandings:

All parties are committed to designing and developing a Youth Services System under the branding of Palmetto Youth Connections that addresses all of the needs of each at-risk youth that is seeking services and agrees 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 **7/1/2012** through **6/30/2013**. 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 a thirty (30) day advance written notice of termination to all other parties.

Dana L Grant

Area Manager, Dana L. Grant
Henkels & McCoy, Inc.

8-8-12

Date

Richard Gaines

Director, Richard Gaines
Anderson County Districts 3, 4, & 5 Adult Education

8-9-12

Date

**-MEMORANDUM OF AGREEMENT
BETWEEN
HENKELS & MCCOY, INC. (Palmetto Youth Connections Program)
AND
Oconee County Adult Education Programs**

Purpose:

To establish the provision of academic and educational services for the Henkels & McCoy, Inc. (Palmetto Youth Connections) and to ensure state certified and credentialed services are provided to all Oconee County at-risk 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 Preparation and/or WorkKeys Skill Enhancement through the SDE approved curriculums.
 - b. Provide SDE sanctioned Pre-GED and GED Preparation courses.
 - c. Provide SDE sanctioned High School Diploma courses.
 - d. Provide SDE sanctioned WorkKeys Skill Enhancement training for workplace preparedness.
2. Coordinate with H&M staff to disseminate Palmetto Youth Connections Program 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. Provide a career interest assessment utilizing the SCOIS or another to be determined career interest assessment.
6. Recommend and furnish appropriate materials and textbooks (books may be paid for by PYC for WIA eligible students).
7. Maintain all records, progress reports, attendance, as mandated by the State Department of Education.
8. Provide PYC timesheets signed by Adult Education instructors as needed to PYC Career Coaches.
9. Provide space for H&M Career Coach staff to include Internet access and include H&M staff in regularly scheduled meetings and/or organization briefings when appropriate.
10. Provide academic instructional services, computer instruction, and WorkKeys preparation classes at NO COST to Palmetto Youth Connection students.
11. WorkKeys assessment to be provided by Adult Education for a fee of \$35.00 per WIA, PYC participant. PYC will reimburse for WorkKeys testing fees quarterly.
12. Registration for the GED to be provided by Adult Education for a fee of \$80 per WIA/PYC participant. PYC will reimburse GED registration fees quarterly. Students who have made at least one (1) EFL (Education Functional Level) gain in total math or reading and/or scored a 2250 or above on the OPT (Official Practice Test for the GED) should be the only WIA /PYC students registered for the GED test. 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 OPT guideline. *Please note that for purposes of the MOA, the Satisfactory Progress Policy limiting GED testing fee coverage to two (2) times for a WIA/PYC participant must be followed as defined in the WorkLink Employment and Training Instruction Letter No. 11-06 which is attached as a reference.

Henkels & McCoy, Inc. will:

1. H&M understands that we are responsible for any and all equipment, supplies, and staff items kept within the School District of Oconee County's Adult Learning Center.
2. Coordinate with all Adult Education programs and refer all WIA who meet Adult Education entry requirements for the following services:
 - a. Basic Skills Remediation
 - b. Pre-GED and GED Preparation
 - c. High School Diploma courses
 - d. WorkKeys Skill Enhancement Training
 - e. Computer Application Training
3. Recommend, encourage, and refer all students to adult education as deemed appropriate.
4. Coordinate student schedules to enable them to attend Adult Education programs.
5. Conduct TABE assessments within 90 days of participants' enrollment into PYC or as needed to comply with local WIA Statement of Work requirements and SCDEW requirements for progress testing.
6. Provide Skills Tutor timesheets for Adult Education to include in participant sixty hour (60) seat time in Adult Education.
7. Provide appropriate case management, career coaching, and job placement and/or post-secondary placement services to students leading to positive outcomes for Adult Education, H&M, the WorkLink WIB, and most importantly the student.
8. H&M agrees to fund one Part-time Teacher to be paid for through monthly tuition payments in the amount of \$807.45 from July 1, 2012 through June 30, 2013 for a total of \$9,689.50 for Oconee County Adult Education program.

Understandings:

All parties are committed to designing and developing a Youth Services System under the branding of Palmetto Youth Connections that addresses all of the needs of each at-risk youth that is seeking services and agrees 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 **7/1/2012** through **6/30/2013**. 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 a thirty (30) day advance written notice of termination to all other parties.

Dana L. Grant

Area Manager, Dana L. Grant
Henkels & McCoy, Inc.

8-9-12
Date

Gene E. Williams

Director, Gene Williams
Oconee County, Adult Education

8-9-12
Date

**MEMORANDUM OF AGREEMENT
BETWEEN
HENKELS & MCCOY, INC. (Palmetto Youth Connections Program)
AND
Anderson Adult Education, Districts 1 & 2 Adult Education Programs**

Purpose:

To establish the provision of academic and educational services for the Henkels & McCoy, Inc. (Palmetto Youth Connections) and to ensure state certified and credentialed services are provided to all Anderson County Districts 1 & 2 at-risk 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 Preparation and/or WorkKeys Skill Enhancement through the SDE approved curriculums.
 - b. Provide SDE sanctioned Pre-GED and GED Preparation courses.
 - c. Provide SDE sanctioned High School Diploma courses.
 - d. Provide SDE sanctioned WorkKeys Skill Enhancement training for workplace preparedness.
2. Coordinate with H&M staff to disseminate Palmetto Youth Connections Program 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. Provide a career interest assessment utilizing the SCOIS or another to be determined career interest assessment.
6. Recommend and furnish appropriate materials and textbooks (books may be paid for by PYC for WIA eligible students).
7. Maintain all records, progress reports, attendance, as mandated by the State Department of Education.
8. Provide PYC timesheets signed by Adult Education instructors as needed to PYC Career Coaches.
9. Provide space for H&M Career Coach staff to include internet access and include H&M staff in regularly scheduled meetings and/or organization briefings when appropriate.
10. Provide academic instructional services, computer instruction, WorkKeys preparation classes at NO COST to Palmetto Youth Connections or WIA Eligible students.
11. WorkKeys assessment to be provided by Adult Education for a fee of \$35.00 per WIA, PYC participant. PYC will reimburse for WorkKeys testing fees quarterly.
12. Registration for the GED to be provided by Adult Education for a fee of \$80 per WIA/PYC participant. PYC will reimburse GED registration fees quarterly. Students who have made at least one (1) EFL (Education Functional Level) gain in total math or reading and/or scored a 2250 or above on the OPT (Official Practice Test for the GED) should be the only WIA /PYC students registered for the GED test. 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 OPT guideline. *Please note that for purposes of the MOA, the Satisfactory Progress Policy limiting GED testing fee coverage to two (2) times for a WIA/PYC participant must be followed as defined in the WorkLink Employment and Training Instruction Letter No. 11-06 which is attached as a reference.

Henkels & McCoy, Inc. will:

1. H&M understands that we are responsible for any and all equipment, supplies, and staff items kept within the School District of Anderson 1 & 2 Adult Learning Center.
2. Coordinate with all Adult Education programs and refer all WIA who meet Adult Education entry requirements for the following services:
 - a. Basic Skills Remediation
 - b. Pre-GED and GED Preparation
 - c. High School Diploma courses
 - d. WorkKeys Skill Enhancement Training
 - e. Computer Application Training
3. Recommend, encourage, and refer all students to adult education as deemed appropriate.
4. Coordinate student schedules to enable them to attend Adult Education programs.
5. Conduct TABE assessments within 90 days of participants' enrollment into PYC or as needed to comply with local WIA Statement of Work requirements and SCDEW requirements for progress testing.
6. Provide Skills Tutor timesheets for Adult Education to include in participant sixty hour (60) seat time in Adult Education.
7. Provide appropriate case management, career coaching, and job placement and/or post-secondary placement services to students leading to positive outcomes for Adult Education, H&M, the WorkLink WIB, and most importantly the student.
8. H&M agrees to fund one Part-time Teacher to be paid for through monthly tuition payments in the amount of \$807.45 from July 1, 2012 through June 30, 2013 for a total of \$9,689.50 for Anderson County Adult Education Districts 1 & 2.

Understandings:

All parties are committed to designing and developing a Youth Services System under the branding of Palmetto Youth Connections that addresses all of the needs of each at-risk youth that is seeking services and agrees 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 **7/1/2012** through **6/30/2013**. 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 a thirty (30) day advance written notice of termination to all other parties.

Dana L. Grant
Area Manager, Dana L. Grant
Henkels & McCoy, Inc.
8-9-2012
Date

Janice Walpole
Director, Janice Walpole,
Anderson County Districts 1&2 Adult Education
8-7-12
Date

**Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For Governance of the WorkLink One-Stop System**

I. Purpose

Section 121 (c) in Title I of the Workforce Investment Act (WIA) requires that each local area develop a Memorandum of Understanding (MOU) that describes how One-Stop partners will participate and provide services within the local One-Stop system. MOUs are considered part of the local plan as it relates to One-Stop service delivery.

This Memorandum of Understanding is to establish cooperative, mutually beneficial, and productive relationships among parties involved in Workforce Investment Act (WIA) implementation in the WorkLink Workforce Investment Area.

The work commitments described herein reflect and advance the vision, mission, and core principles of the Workforce Investment Board (WIB) and the Consortium and will further efforts to:

- Engage and support employers and those seeking employment and/or training;
- Build collaboration with key stakeholders; and
- Promote the strategic and innovative investment of resources in activities which increase the capacity of the area's One-Stop System.

II. Parties

a. WorkLink Workforce Investment Board

511 Westinghouse Road
Pendleton, SC 29670
Contact: Shae Rozakos, Executive Director

Phone (864) 646-1515
Fax (864) 646-2814

b. Anderson County Council

PO Box 8002
Anderson, SC 29624
Contact: Tom Allen, Chairman

Phone (864) 281-8177

Oconee County Council

415 South Pine Street
Walhalla, SC 29691
Contact: Joel Thrift, Chairman

Phone (864) 972-1965

Pickens County Council

222 McDaniel Avenue
Pickens, SC 29671
Contact: Jennifer Willis, Chairman

Phone (864) 878-6026

c. SC Department of Employment & Workforce

Partner Programs: Wagner-Peyser, Unemployment Insurance, Veteran Programs, & Trade Adjustment Act

PO Box 995

Columbia, SC 29202

Contact: General Abraham Turner, Executive Director

Phone (803) 737-2547

Fax (803) 737-2642

Tri-County Technical College

Partner Programs: Carl D. Perkins

PO Box 587

Pendleton, SC 29670

Contact: Dr. Ronnie L. Booth, President

Phone (864) 646-1500

Fax (864) 646-8256

SC Vocational Rehabilitation

Partner Programs: Vocational Rehabilitation

PO Box 15

West Columbia, SC 29171

Contact: Barbara Hollis, Commissioner

Phone (803) 896-6500

Fax: (803) 896-6529

3001 Martin Luther King, Jr. Boulevard

Anderson, SC 29625

Contact: Pamela Smith, County Director

Phone (864) 224-6391

Fax (864) 231-6993

Dept of Education

Partner Programs: Adult Education and Literacy

1429 Senate Street, Suite 908A

Columbia, SC 29201

Contact: Dr. David Stout, Director

Phone (803)734-8348

Fax (803)734-3643

Anderson Adult Education 1 and 2

702 Belton Highway

Williamston, SC 29697

Contact: Janice Walpole, Director

Phone (864) 847-3549

Fax (864) 847-3512

Adult Education Center

2005 N Main Street

Anderson, SC 29621

Contact: Richard Gaines, Director

Phone (864) 260-5075

Fax (864) 847-3512

Oconee Adult Education

615 N Townville Street

Seneca, SC 29678

Contact: Gene Williams, Director

Phone (864) 886-4429

Fax (864) 886-4430

Pickens Adult Learning Center
109 Glazner St
Easley, SC 29640
Contact: Dr. Mary Gaston, Director

Phone (864) 855-8198
Fax (864) 850-8116

Housing Authority
Partner Programs: Housing and Urban Development E&T
1335 East River St
Anderson, SC 29624
Contact: Rebecca Holmes, Director

Phone (864)260-5120

Telamon, Inc.
Partner Programs: Migrant and Seasonal Farmworkers
P O Box 5291
Spartanburg, SC 29304
Contact: Carmen Bowers, Caseworker II

Phone (864) 573-8783

SHARE, Inc.
Partner Programs: Community Services Block Grant
PO Box 10204
Greenville, SC 29603
Contact: Diane Pressley, Director

Phone (864) 269-0700
Fax (864) 295-6151

Dept of Social Services
Partner Programs: (Optional) TANF
Anderson Dept of Social Services
224 McGee Rd.
Anderson, SC 29625
Contact: Glenn Farrow, Director

Phone (864) 260-4100

Pickens County Dept of Social Services
212 McDaniel Ave.
Pickens, SC 29671
Contact: Nikita Harrison, Director

Phone (864) 898-5810

Oconee County Dept of Social Services
223A Kenneth St.
Walhalla, SC 29691
Contact: Elaine Bailey, Director

Phone (864) 638-4400

AARP
Partner Programs: Title V Older Workers
301 University Ridge # 5550
Greenville, SC 29601
Contact: Joe Perry, AARP Specialist

Phone (864) 467-3325

Experience Works

Partner Programs: Older Worker program

P.O. Box 519

Phone (864) 459-5486

353 Highway 28 Bypass

Abbeville, SC 29620

Contact: Barbara Reepe, Experience Works Regional Staff

Goodwill Industries of the Upstate/Midlands

Partner Program: SCSEP

Phone (864) 351-0130

115 Haywood Road

Greenville, SC 29607

Contact: Amalie Lipstreu, Program Coordinator

Dynamic Education System, Inc

Partner Program: Job Corps

Phone (864) 573-7121

145 N Church St # 205,

Spartanburg, SC 29306

Contact: Robin Miller, Admissions Counselor

Indian Development Council

Partner Program: Native American programs

Phone (803) 324-0259

2915 Reservation Rd

Rock Hill, SC 29730

Contact: Phyllis Williams, Director

The aforementioned information may be updated from time to time by giving written notice to all parties. Revisions shall be recorded in **Attachment A**.

III. Effective Date

The effective date shall be the date of signatures. This Memorandum of Understanding shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998, or in accordance with this section. Reviews shall be made in accordance with Section XIII.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least ninety (90) calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown in Section II of this MOU and to the contact persons so listed, considering any information updates received by the parties pursuant to Section II. Should any party withdraw, this MOU shall remain in effect with respect to remaining parties.

IV. Services

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

- **Initial Assessment:** Begins with intake and an initial assessment that sorts for customer needs and available options. A focus will be on determining customer's job readiness, including workforce skills, and available 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; assisting employers with regulations; access to economic development information and resources; allocating job vacancies; brokering customized job training; connecting firms to one-stop information; technical assistance on assessment, recruitment, and human resource strategies; advocacy for targeted employers in key economic sectors; 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.
- **Training and Retraining 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; One-Stops are required to have someone on-site with knowledge to take claims in person when customer is disabled or unwilling to file their claim by phone. Internet Claims filing can be done via the internet.
- **Eligibility Determination:** Access to information regarding employment and training services needed by job seekers – eligibility for federal and state funded programs.
- **Outreach/Intake/Orientation:** Local activity, website is one source marketing. Intake—ability to register for programs. Orientation to services – description to state's one-stop services/link to areas.
- **Performance Information on Local One-Stop:** How the local area is performing on the local performance measures and any additional performance information with respect to the one-stop delivery system in the local area.
- **Follow-up Services:** Including counseling regarding the workplace. Local responsibility – retention services.

V. Cost Allocation and Resource Sharing

Section 662.270 of the WIA regulations require that each partner contribute a fair share of operating costs of the One-Stop delivery system proportionate to the use of the system by individuals attributable to the partner's program.

The parties agree to share resources in accordance with the attached Resource Sharing Agreement (RSA). This RSA, including future modifications thereto, is referenced into and shall be considered part of this MOU. The resources contributed to the One-Stop system could include in-kind resources, financial commitments, or some other method for facilitating access to applicable core services. At a minimum, the resources contributed shall include each One-Stop partner's fair share of providing applicable core and intensive services.

It is expressly understood that this MOU does not constitute a financial commitment, but rather intent to commit specific resources in the future as the parties' allocations and budgets are known and the One-Stop system evolves. The One-Stop system is a work in progress and its costs and the partners' resource contributions will not remain static from month to month or from year to year.

VI. One-Stop System

Anderson SC Works Center (comprehensive)
 309 W. Whitner Street
 PO Box 407
 Anderson, SC 29622

Seneca SC Works Center (satellite)
 11091 Radio Station Rd
 PO Box 1499
 Seneca, SC 29679

Liberty SC Works Center (satellite)
 317 Summit Ave
 PO Box 539
 Liberty, SC 29657

*One, OneStop On-the-Go Mobile Unit will be available to Partners and other community agencies (on a "first come, first served" basis, free of charge) interested in providing jobseeker services to their clients in the WorkLink area. The mobile unit will be based in the Anderson OneStop and but will provide services in Anderson, Oconee and Pickens Counties.

The OneStop System will address and implement WIA requirements by creating a dynamic environment which: (1) integrates and streamlines education, employment and training services for youth, adults, and dislocated workers; (2) offers ongoing skill building, wage progression focused retraining and retention services; (3) infuses employer defined workforce skill standards into training curricula and materials; ensuring that the workforce preparation system is relevant and competitive; (4) continually fosters partnerships among community-based organizations, human services, health, transportation, childcare, and other service providers; and (5) provides measurable results that are valued by job seeker, business, labor and workforce development communities.

The WIB shall, as a part of the OneStop certification and re-certification process, set standards and regularly review the OneStop System and performance of each Center.

VII. Confidentiality of Records

Records created, maintained, and used by partners in this agreement shall meet all state and federal confidentiality requirements. As appropriate, client information from records will be shared among the partners providing the services to the clients, subject to the confidentiality regulations. Partners agree to honor the attached Information Release Form. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the parties collecting, receiving, or sharing information.

VIII. Cross Referral

The parties agree to adopt a Cross Referral Form.

IX. Oversight

The WorkLink Workforce Investment Board will evaluate One-Stop operations and performance. They will also recommend new policies and changes in current policy for the operation of the One-Stop Centers. The Board shall utilize a variety of methods to evaluate the activities of the One-Stop Center including, but not limited to, customer surveys, customer focus groups, and user review by agency partners.

X. Assurances and Certifications

1. The partnership will insure that no person shall be discriminated against in consideration for or receipt of employment and training services or staff position because of sex, disability, race, color, age, religion, or national origin. Each participant shall have recourse through the appropriate complaint procedure.
2. The partnership 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 upon by all members of the partnership that employees receiving compensation for work performed for this agreement remain at all times employees of the agency and shall in no way be deemed employees of the partnership.
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. 22602 to 1508.
5. Each member of the partnership assures that it is an equal opportunity employer and is aware of and shall comply with Equal Employment Opportunity Commission practices as mandated by state and federal statutes and regulations.
6. The partnership will not expose participants to surroundings or working conditions that are unsanitary, hazardous, or dangerous; participants employed or training for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.
7. Each member will assure that it will follow its Drug Free Workplace Certification to assure that it is in compliance with Executive Order No. 90-5.

XI. Grievance Procedure

The parties shall attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes by contacting the OneStop Operator in writing at the address listed below:

OneStop Operator, Dana Grant
P.O. Box 407
Anderson, SC 29622

Unresolved disputes shall be referred to the WIB for mediation by contacting the Executive Director in writing at the address listed below.

WorkLink Workforce Investment Board
Executive Director, Shae Rozakos
511 Westinghouse Road
Pendleton, SC 29670

XII. Liability Insurance

Each partner insures that it will secure and maintain general tort liability insurance through an authorized carrier in at least the amount specified 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 partners or their agents under this agreement shall be governed by the South Carolina Tort Claims Act 15-78-10, et seq.

XIII. Modifications, Renewal, and Termination Provisions

1. This MOU shall stand in effect from July 1, 2012 to June 30, 2014 or until the County Council officials change, at which time, the new signatory official shall sign this agreement.
2. Modification of this agreement may be made by the written mutual consent of the parties hereto. Oral modifications shall have no effect.
3. Revisions shall be approved by signature of all partners.
4. If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby.
5. Any party of the partnership may terminate this agreement without cause with ninety (90) days written notice to the WIB certified US Mail. The WIB reserves the right to unilaterally terminate participation by one or more of the members if the member violates this agreement or any applicable law or regulation.

XIV. Authority and Signatures

The individuals signing below have the authority to commit the party they represent to the terms of this MOU and do so commit by signing.

For the Board:



David Collins, Chairman

9/20/12
Date

For the Consortium:



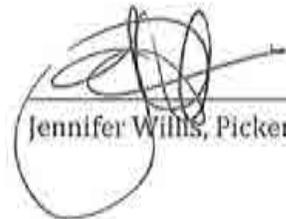
Tom Allen, Anderson County Council Chairman

9/20, 2012
Date



Joel Thrift, Oconee County Council Chairman

9/20/12
Date



Jennifer Willis, Pickens County Council Chairman

10/01/2012
Date

Attachment B

**WorkLink Workforce Investment Board
(WIB)**

And

**The Operator and Partners of the WorkLink OneStop System
(Serving Anderson, Oconee and Pickens Counties)**

**Resource Sharing Agreement
Base Core Staff and Base Facilities Pool**

July 1, 2011

BAS' CORE STAFF
WIA funded staff positions that benefit SCDEW

Project Director - Manages the entire operations, including SCDEW staff, of the three area OneShops (Anderson, Liberty, Sumner).
 Project Director spends approximately 25% of her time on WIA activities exclusively. The remaining 75% of her time is spent on activities that benefit the entire OneShop(s) operations.
Regional Coordinator - Coordinates activities of all three area OneShops (Anderson, Liberty, Sumner) and serves as the Anderson OneShop Coordinator.
 Regional Coordinator spends approximately 70% of her time on WIA activities exclusively. The remaining 30% of her time is spent on activities that benefit the entire OneShop(s) operations.
OneShop Coordinator - Coordinates all the activities of one individual OneShop.
 OneShop Coordinator spends approximately 80% of their time on WIA activities exclusively. The remaining 20% of their time is spent on activities that benefit the entire OneShop operations.

***Note - Percentages of time spent on WIA and Other activities is based on estimates provided by the Project Director, Regional Coordinator, and OneShop Coordinators.

Title	Employees	Actual Wage	34.24% Fringe		10.27% Indirect		3.89% Profit		Total Compensation	Project Director			Regional Coordinator			OneShop Coordinator			Security Guard			WIA OneShop Only						
			WIA Time	O/S Time	WIA Time	O/S Time	WIA Time	O/S Time		WIA Time	O/S Time	WIA Time	O/S Time	WIA Time	O/S Time	WIA Time	O/S Time	WIA Time	O/S Time	WIA %	O/S %	DCW %	WIA Only Time	O/S Time	WIA %	O/S %	DCW %	
Project Director	Lisa McInerney	\$25,000	\$15,756	\$9,253	\$7,121	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	
Security Guard	Contract Services	\$23,328	30	\$2,385	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	
Regional Coordinator	Amanda Harby	\$45,000	\$19,008	\$5,714	\$4,609	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398
OneShop Coordinator	Cyren	\$37,500	\$9,000	\$4,761	\$4,108	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368
	Open	\$37,500	\$9,000	\$4,761	\$4,108	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368
		\$208,328	\$44,844	\$25,875	\$22,225	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033

Title	Employees	Actual Wage	34.24% Fringe		10.27% Indirect		3.89% Profit		Total Compensation	Project Director			Regional Coordinator			OneShop Coordinator			Security Guard			WIA OneShop Only						
			WIA Time	O/S Time	WIA Time	O/S Time	WIA Time	O/S Time		WIA Time	O/S Time	WIA Time	O/S Time	WIA Time	O/S Time	WIA Time	O/S Time	WIA %	O/S %	DCW %	WIA Only Time	O/S Time	WIA %	O/S %	DCW %			
Project Director	Lisa McInerney	\$25,000	\$15,756	\$9,253	\$7,121	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	
Security Guard	Contract Services	\$23,328	30	\$2,385	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778	\$2,068	\$2,778
Regional Coordinator	Amanda Harby	\$45,000	\$19,008	\$5,714	\$4,609	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398	\$11,002	\$44,398
OneShop Coordinator	Cyren	\$37,500	\$9,000	\$4,761	\$4,108	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368
	Open	\$37,500	\$9,000	\$4,761	\$4,108	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368	\$11,002	\$44,368
		\$208,328	\$44,844	\$25,875	\$22,225	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033	\$12,098	\$24,033

Wages - Actual wages paid to employees.
Fringe - Pension/Fringe rate in the WIA contract(s).
Indirect - Pension/Indirect rate in the WIA contract(s).
Profit - Present Profit rate in the WIA contract(s).
WIA Time - Time employees spend on "WIA Only" activities.
OneShop Time - Time employees spend that benefits the total OneShop, not WIA.
DCW % - Based on positions pay Staffing Levels tab

Attachment C

**WorkLink Workforce Investment Board
(WIB)**

And

**The Operator and Partners of the WorkLink OneStop System
(Serving Anderson, Oconee and Pickens Counties)**



Resource Sharing Agreement



July 1, 2011 to June 30, 2013

1. Introduction

- a. This Agreement is between the WorkLink Workforce Investment Board (WIB), hereinafter referred to as the "WIB", the One-Stop Operator, hereinafter referred to as the "Operator" and the various OneStop Partners, mandated and otherwise, serving the counties of Anderson, Oconee and Pickens, hereinafter referred to as the "Partners."
- b. The WIB is the designated and certified Workforce Investment Board for the WorkLink Workforce Investment Area. The Operator is Arbor E&T, LLC dba ResCare Workforce Services, competitively procured and selected by the WIB and agreed to by the Local Elected Officials (County Council Chairs of Anderson, Oconee and Pickens Counties). The OneStop Partners are the various organizations identified in the Memorandum of Understanding and this Resource Sharing Agreement.

2. Purpose

- a. The purpose of this Agreement is to define and specify what costs associated with the WorkLink Workforce Investment Area OneStop Centers will be commonly or jointly pooled and paid by the Partners and the basis and methodology of pooling or sharing those costs. Furthermore, the agreement outlines the frequency and process for billing and payment of shared costs.

3. Terms of the Agreement

- a. This Agreement shall become effective July 1, 2011, superceding any previous and similar agreement, and shall remain in force until it terminates on June 30, 2013. The agreement may be automatically renewed for an additional year upon written notice to all parties at least 60 days prior to the termination date of the agreement.
- b. The Agreement may be terminated by the repeal of the Workforce Investment Act of 1998 (WIA) or successive legislation, or by other action of law, or by withdrawal for cause of the parties to the Agreement.
- c. Any party to the Agreement may withdraw from the Agreement by giving written notice of intent at least ninety (90) days advance notice. For purposes of equity and to allow predictability in budget planning, withdrawal of a Partner shall not relieve the Partner of the obligation to continue to support the OneStop budget through the remainder of the current budget year on the basis projected in the Resource Sharing Agreement at the beginning of the budget year.
- d. Should any one Partner withdraw, the Agreement will remain in force and in effect with respect to the remaining Partners.

4. Costs

- a. The costs shall primarily be those costs related to the facility, operation and management of the OneStop centers and shall be largely borne by those partners who deliver

services through the centers, but may not be limited to only those partners. Such costs shall be allocated on the basis of Full Time Equivalents located in the Center.

- b. While it is understood that off site partners do derive a benefit from the on site services, it is generally understood that most non-facility costs, except those specified within the agreement, shall be borne proportionately by the partners as described in each Partners description of individual service contributions.
- c. The basic constant used to identify shared costs among the Partners is that these costs shall include those required to provide core services to customers.
- d. The South Carolina Department of Employment & Workforce (SC DEW) either owns or leases the OneStop facilities. The costs associated with the lease, operation and maintenance of the facilities shall be negotiated between SC DEW and the Operator for inclusion in the resource sharing agreement budget and cost allocation plan.
- e. The Operator shall be responsible for reconciling and invoicing under the Resource Sharing Agreement. Each partner shall remit payment to the operator within 30 days. Any partner who fails to remit timely will be referred to the WIB for further action. The Operator shall not be held liable for unpaid amounts.
- f. All procurement and purchases made with Resource Sharing Agreement Budget funds will be made following policies and procedures set by the WIB.
- g. The Operator shall submit a reconciliation of the OneStop costs to all Partners in writing within 30 days of the end of each quarter. Partners(') share of the costs exceeding allowable contributions shall receive an invoice within 30 days of the end of the quarter which must be paid within 30 days of receipt.
- h. If any costs are disputed or questioned, the Partner has 10 days from receipt of the reconciliation to submit a dispute or question to the Operator. The Operator shall respond in writing within 10 days. If not resolved, then the Partner shall submit a written dispute or question to the WorkLink Executive Director. This will then be subject to the WIB's grievance or appeal policy.
- i. The Operator and all Partners will cooperate with the leaseholder and owner of the premises in maintaining the facility in good condition. The owner of the premises is responsible for maintaining and repairing the exterior of the building, including lawn care and the removal of snow and ice, and for all internal systems in the building.
- o. Each Partner shall be responsible for and agrees to indemnify and hold harmless (liable to the extent authorized by law) the Leaseholder from damage to property and injuries (including death) to any person(s) and any other losses, damages, expenses, claims, demands, suits, and actions by any party against the Leaseholder in connection with the Partner's use of the premises.
- p. The Partners agree to comply with all Federal, State, County, Municipal and other governmental statutes, laws, rules, orders, regulations, and ordinances affecting the premises.

5. Modification

- a. This Agreement may be modified through mutual consent of the WIB, Operator and a majority of the Partners given thirty (30) days advance notice in writing, except as provided in the Memorandum of Understanding with respect to termination or withdrawal of a Partner.
- b. The parties to the Agreement delegate to the Operator the authority to act for the Partners in the execution of minor modifications, as so designated by the WIB.
- c. Any modification to the Agreement must, to be valid, be in writing, signed, dated by the Partners with the effective date noted, and appended to the original Agreement.
- d. If any part of this Agreement is, for any reason, later found to be invalid, the effectiveness of the rest of the Agreement shall not be voided.

6. Authority and Signatories

- a. The individuals signing have the authority to commit their respective organizations to the terms of this Agreement and do so by signature below.
- b. This Agreement may be executed in one or more counterparts, should that at any time be more convenient to the signatories, and the originals of which, when taken together and bearing the signature of all parties to the Agreement, shall constitute one and the same Agreement.
- c. Without regard to the date of signatures below, the Partners agree the effective date of this Agreement is July 1, 2011.

Partner Agency:	SC Department of Employment & Workforce
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****SEE SC DEW ADDENDUM : The Addendum reflects the agency's Agreement.**

1. The South Carolina Department of Employment & Workforce (SC DEW) of Anderson, Oconee, and Pickens Counties agrees to provide the following OneStop facilities:
 - Anderson, SC
 - Liberty, SC
 - Seneca, SC

The Department will provide a quarterly summary of actual expenditures pursuant to facility use and IT agreements executed between the WorkLink Workforce Investment Board and SC DEW.

2. The South Carolina Department of Employment & Workforce of Anderson, Oconee, and Pickens Counties agree to contribute to the delivery of the following services in the WorkLink OneStop system:
 - Job vacancy announcements / postings
 - Referrals to employment
 - Employment Workshops
 - Print materials such as brochures, flyers, and information packets detailing available services
 - Unemployment Insurance, Veteran and Trade Services
 - Internet Access and IT Support
 - Labor Market Information
 - Fax / Phone Access

3. The South Carolina Department of Employment & Workforce of Anderson, Oconee, and Pickens Counties will contribute the above named services in the following manner:
 - Providing access, support, and training on the SC Virtual OneStop System
 - Maintaining a sufficient supply of appropriate print materials
 - Providing IT Support including adequate software and internet access on the Resource Room and staff computers.
 - Providing VOIP Phone System
 - Researching Labor Market Statistics and Trends and publishing them via email, print, or website as appropriate
 - Training opportunities for all OneStop staff

4. The South Carolina Department of Employment & Workforce of Anderson, Oconee, and Pickens Counties expect to derive the following benefits from the OneStop system.
 - Increase in placements in employment, ultimately resulting in decreasing unemployment rates.
 - Resources for customers needing assistance with Career Counseling, Literacy, GED, Occupational Training, and other community services.

Partner Agency:	Tri-County Technical College
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1. Tri-County Technical College agrees to contribute to the delivery of the following services in the WorkLink OneStop system:
 - Academic Skills
 - Occupational Skills
 - Informational Material
 - Workshops
 - Partner Referrals

2. Tri-County Technical College will contribute the above named services in the following manner:
 - Printed brochures / flyers with TCTC's contact information/promotional media
 - Access to TCTC's websites with phone and email contact information
 - Flexible hours of operation in order to meet OneStop clients' schedules
 - Clean, handicapped-accessible facilities with adequate space for clients to work effectively
 - Access to computers and internet
 - Qualified classroom instructors
 - Workshops and/or information sessions in the OneStops regarding available course and program offerings on a regular basis
 - Annual graduation ceremony and/or recognition for certificate or degree attainment
 - Provide Federal Student Aid information
 - Participation in Quarterly Partner Meetings
 - Participation in job fairs and other OneStop events
 - Allow use of facilities on occasion for delivery of OneStop services (Ex. OneStop on the Go, Rapid Response, and Training).

3. Tri-County Technical College expects to derive the following benefits from the OneStop system:
 - Enrollments in Corporate and Community Education and Credit programs ultimately resulting in a more qualified workforce to meet employer demand
 - Greater exposure to the community
 - Better coordination and understanding of services with OneStop Partners

Partner Agency:	SC Vocational Rehabilitation
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1. The South Carolina Vocational Rehabilitation Departments Anderson, Oconee, and Pickens Counties agree to contribute to the delivery of the following services in the WorkLink OneStop system:
 - Academic Skills
 - Occupational Skills
 - Social Skills
 - Job Placement
 - Informational Material
 - Partner Referrals

2. The South Carolina Vocational Rehabilitation Departments of Anderson, Oconee, and Pickens Counties will contribute the above named services in the following manner:
 - Vocational Rehabilitation Counselor presence in the OneStop Centers on a regular basis
 - Providing Assessments to determine eligibility and suitability for VR programs and services
 - Conducting Workshops as appropriate
 - Attending Partner Meetings
 - Providing information for distribution to OneStop staff and customers including print material, website information, contact information, and current VR news.
 - A referral process for OneStop clients who require Vocational Rehabilitation Services
 - Referrals from our client base to the OneStop Centers or OneStop On the Go services

3. The South Carolina Vocational Rehabilitation Departments of Anderson, Oconee, and Pickens Counties expect to derive the following benefits from the OneStop system.
 - Increase referrals from the OneStop Centers to Vocational Rehabilitation resulting in an increase in individuals with disabilities obtaining and maintaining competitive employment.
 - Increase leads on employers who may benefit from outsourcing work to VR and/or directly employing individuals with disabilities.
 - Access to OneStop on the Go services for clients on a regular basis

Partner Agency:	Adult Education Center (Adult Learning Centers of Anderson, Oconee, and Pickens Counties)
------------------------	---

1. The Adult Learning Centers of Anderson, Oconee, and Pickens Counties agree to contribute to the delivery of the following services in the WorkLink OneStop system:
 - TABE Assessment (Note: See section 2 for details of this service agreement.)
 - Informational material
 - AE Services / Academic Skills:
 - Literacy Instruction
 - Basic Skills Upgrading
 - GED and Diploma Preparation
 - English as a Second Language (ESL)
 - WorkKeys Preparation and Assessment
 - Community Education Courses
 - Partner Referrals

2. The Adult Learning Centers of Anderson, Oconee, and Pickens County will contribute the above named services in the following manner:
 - Printed brochures / flyers with AE contact information
 - Access to AE's websites with phone and email contact information
 - Flexible hours of operation in order to meet One-Stop clients' schedules
 - A clean, handicapped-accessible facility with adequate space for clients to work effectively
 - AE will administer and score TABE tests for purposes of the OneStop determining eligibility for WIA services for applicants 18-21 in exchange for the Operator supplying both Locator and Full Battery answer documents. (Slots in Oconee County Limited to 2 slots every two week and 15 slots in Anderson every two weeks.)
 - Provide TABE results to the OneStop in a timely manor. Note: Customers not presenting appropriate referral and signed release of information document shall not be tested under this agreement.
 - Trained TABE administrators who use Standardized Testing Procedures
 - TABE Pre and Post-Testing to track clients' academic gains for NRS reporting
 - Trained, certified instructors to work with WIA clients in the areas of literacy, basic skills, ESL, GED and diploma preparation, WorkKeys, and community education.
 - Client access to computers, internet, and appropriate software
 - Client access to books and materials appropriate for adult learning
 - Client access to a transition specialist or certified Career Development Facilitator to assist clients with workplace and post-secondary transitions
 - Client recognition for individual achievements: obtainment of their GED credential, High School diploma, Career Readiness Certificate, or Career Portfolio
 - Annual graduation ceremony for GED and diploma graduates
 - Participation in Partner Meetings as appropriate
 - Referrals from our student base to the OneStop Centers and from the OneStop for customers in need of the above listed AE services.

3. The Adult Learning Centers of Anderson, Oconee, and Pickens County expect to derive the following benefits from the OneStop system.
 - An increase in adult education enrollment ultimately resulting in an increase in the number of High School Diploma's, GED's, WorkKeys Certificates, and Literacy / Numeracy Gains.
 - Greater exposure to the community
 - Better coordination and understanding of services with OneStop Partners
 - Access to OneStop on the Go services on a regular basis as available

Partner Agency:	Housing Authority
------------------------	--------------------------

1. The Housing Authority agrees to contribute to the delivery of the following services in the WorkLink OneStop system:
 - Partner Referrals
 - Informational Material
 - Workshops

2. The Housing Authority will contribute to the above named services in the following manner:
 - Participation in Partner Meetings
 - Providing print materials including brochures and flyers and access to applicable websites,
 - Educating OneStop staff periodically on appropriate referrals and availability of housing and services.

3. The Housing Authority expects to derive the following benefits from the OneStop system:
 - Increase in referrals for housing and assistance
 - Participation in Self-Sufficiency Program Coordinating Meetings
 - OneStop Orientations and employment related presentations as needed

Partner Agency:	Telamon, Inc.
------------------------	----------------------

1. The Telamon Corporation agrees to contribute the following to the delivery of the following core services in the WorkLink OneStop system:
 - Employment and training services to migrant and seasonal farmworkers, and their dependents, to include supportive services.

2. The Telamon Corporation will contribute the above named services in the following manner:
 - Access to organization's website with phone and email contact information
 - Printed brochures/flyers with contact information
 - Specialized translation services for eligible customers
 - Occasional training for OneStop Partners on available services and referral processes.
 - Attending Partner Meetings as appropriate

3. The Telamon Corporation expects to derive the following benefits from OneStop system:
 - Greater exposure to the community
 - Better coordination of services offered by OneStop partners
 - Increase in enrollments
 - Assistance with placements into full-time employment

Partner Agency:	SHARE, Inc.
------------------------	--------------------

1. SHARE, Inc. agrees to contribute to the delivery of the following services in the WorkLink OneStop system:
 - Partner Referrals
 - Informational Material
 - Workshops

2. SHARE, Inc. will contribute to the above named services in the following manner:
 - Participation in Partner Meetings
 - Providing print materials including brochures and flyers and access to applicable websites.
 - Providing assistance with heating and cooling, emergencies, and housing to customers in the WorkLink region.
 - Educating OneStop staff periodically on appropriate referrals and availability of assistance
 - Registering receivers of applicable SHARE services in the SC Virtual OneStop System

2. SHARE, Inc. expects to derive the following benefits from the OneStop system:
 - Access to VOS upon request to verify receivers of SHARE, Inc. services are registered for employment with the OneStop
 - Increase in appropriate referrals
 - Notification of employment opportunities
 - Better coordination of OneStop Partners

Partner Agency:	Anderson , Oconee, and Pickens County Dept of Social Services
------------------------	--

1. DSS agrees to contribute to the delivery of the following services in the WorkLink OneStop system:

- Partner Referrals
- Informational Material
- Employment & Training Opportunities

2. DSS will contribute to the above named services in the following manner:

- Ensuring receivers of employment related DSS services are registered in SC Virtual OneStop system.
- Providing access to CHIPS through SC Department of Employment & Workforce for designated counselors for the purpose of determining eligibility for the Workforce Investment Act (WIA) program.
- Ensure the safety and health of children and adults who cannot protect themselves and to assist those in need of food assistance and temporary financial assistance while transitioning into employment. (ie. ABC Childcare program, EBT / SNAP Benefits, and Family Independence)
- Using OneStops as Work Experience site as appropriate
- Providing print material including brochures and flyers
- Access to the Department of Social Services website.
- Periodically educating OneStop staff on services and appropriate referrals
- Participating in OneStop Partner Meetings
- Collaborating with OneStop Business Services staff on applicable projects (ie. Work Experience, On-the-Job Training, STEP)

3. DSS expects to derive the following benefits from the OneStop system:

- Access to the SC Virtual OneStop System to verify registration for customers receiving applicable DSS services
- Increase in appropriate referrals
- Assistance in finding employment for program participants
- Notification of employment opportunities
- Collaboration with OneStop Business Services team to develop job opportunities for program participants.

Partner Agency:	AARP
------------------------	-------------

1. The AARP Foundation WorkSearch Senior Community Service Employment Program agrees to contribute to the delivery of the following core services in the WorkLink OneStop system:

- Access to the WorkSearch Assessment System for seniors 55 and older
- Partner Referrals to the OneStop or other partners and services
- Assist in the Resource Room
- Informational Material

2. The AARP Foundation WorkSearch SCSEP will contribute the above named services in the following manner:

- Printed brochures/flyers with W/S – SCSEP contact information
- Account creation for seniors 55 and older in the WorkSearch Assessment system
- Trained staff to assist seniors in accessing W/S - SCSEP programs
- Participation in Partner Meetings as appropriate
- Use the OneStop as a training / work experience site for participants

3. The AARP Foundation WorkSearch SCSEP expects to derive the following benefits from the OneStop system:

- Increased referrals from the OneStop to AARP Foundation WorkSearch SCSEP
- An increase in AARP Foundation WorkSearch SCSEP enrollment.
- Greater exposure to the community
- Better coordination and understanding of services with OneStop Partners

Partner Agency:	Job Corps
------------------------	------------------

1. The Job Corps' Outreach/Admission and Career Transition Services of the Upstate agree to contribute to the delivery of the following services in the WorkLink OneStop system:
 - Academic Skills
 - Occupational Skills
 - Social Skills
 - Placement
 - Residential Training
 - Partner Referrals
 - Informational Material

2. The Job Corps' Admission and Career Transition Services of the Upstate will contribute the above named services in the following manner:
 - Once a month Information Sessions
 - Workshops as needed
 - Printed brochures/flyers with contact information
 - Access to websites with contact information
 - Accepting OneStop Referrals
 - Referral process for referring participants to appropriate partner agencies
 - Using OneStop Centers as work experience sites for program graduates
 - Participation in Quarterly Partner Meetings

3. The Job Corps' Outreach/Admission and Career Transition Services of the Upstate expect to derive the following benefits from the OneStop System:
 - An increase center enrollment
 - Greater exposure to the community
 - Better coordination and understanding of services with OneStop Partners
 - An increase in placements after program completion
 - Notification of job openings and events
 - The use of meeting rooms in the OneStop as needed

Partner Agency:	Indian Development Council
------------------------	-----------------------------------

1. The Indian Development Council agrees to contribute to the delivery of the following core services in the WorkLink OneStop system:

- Partner Referrals
- Informational Materials

2. The Indian Development Council will contribute the above named services in the following manner:

- Printed brochures/flyers
- Provide periodic training to educate OneStop staff and the programs and services available to Native American's and their families and how to make appropriate referrals.
- Participation in Partner Meetings as appropriate

3. The Indian Development Council expects to derive the following benefits from the OneStop system:

- Increased referrals
- Greater exposure to the community
- Better coordination and understanding of services with OneStop Partners
- Gain information and resources to help meet the social and economic development needs of Native American Communities.

Signature Page

THE WORKLINK ONESTOP SYSTEM

**MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

**July 1, 2011 - June 30, 2013
(plus one additional one-year renewal option)**

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following OneStop partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: Tri-County Technical College
Address: 7900 Hwy 76
P.O. Box 587
City/State/Zip: Pendleton, SC 29670

AUTHORIZED OFFICIAL

Name Dr. Ronnie L. Booth

Title President

Signature:  _____

Dated: June 23, 2011

The South Carolina Vocational Rehabilitation Department Resource Sharing Agreement was sent to their State Office in Columbia by Area Supervisor, Mr. Robert Oppermann. Their Agreement has not yet been returned with a signature. Mr. Oppermann will notify Dr. McWherter upon its receipt from Columbia.

SCVRD is an active and participatory Partner in the WorkLink Workforce OneStop System. Their Partnership is both valuable and an essential component of the System offerings. As recently as June 8, 2011 SCVRD hosted the OneStop Partner Meeting at their Anderson Office and presented agency information for the purpose of educating Partners on their available services. The presentation was followed by a facility tour. This particular meeting is just but one example of their System support and affiliation.

Signature Page

THE WORKLINK ONE-STOP SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT

**PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

**July 1, 2011 - June 30, 2013
(plus one additional one-year renewal option)**

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following one-stop partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: Anderson Univ Adult Ed

Address: 214 Lebbey St

City/State/Zip: Pelzer, SC 29669

AUTHORIZED OFFICIAL

Name Janice Walpole

Title Director

Signature: Janice Walpole

Dated: June 21, 2011

Signature Page

THE WORKLINK ONESTOP SYSTEM

**MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

**July 1, 2011 - June 30, 2013
(plus one additional one-year renewal option)**

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following OneStop partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: Andersen Adult Education

Address: 2005 N. Main St.

City/State/Zip: Andersen, SC 29021

AUTHORIZED OFFICIAL

Name Richard James

Title Director

Signature: Richard James

Dated: June 23, 2011

Signature Page

THE WORKLINK ONE-STOP SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT

**PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

**July 1, 2011 - June 30, 2013
(plus one additional one-year renewal option)**

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following one-stop partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name:

Address:

OCONEE ADULT EDUCATION
315 A HOLLAND AVENUE
SENECA, SC 29678

City/State/Zip:

AUTHORIZED OFFICIAL

Name Russell S. Williams

Title Director

Signature: 

Dated: 6-16, 2011

Signature Page

THE WORKLINK ONE-STOP SYSTEM

**MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

**July 1, 2011 - June 30, 2013
(plus one additional one-year renewal option)**

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following one-stop partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: Pickens Adult Learning Center

Address: 106 Glazner St, Easley

City/State/Zip: Easley, SC 29640

AUTHORIZED OFFICIAL

Name Mary A. Gaston, Ed. D.

Title Coordinator

Signature: 

Dated: 6-21, 2011



**THE HOUSING AUTHORITY
OF ANDERSON**

June 24, 2011

Dr. Lisa McWherter
OneStop Operator
P.O. Box 407
Anderson, SC 29622

Dear Dr. McWherter:

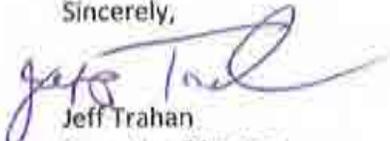
This letter is written in support of the Workforce Investment Act of 1998 (WIA). The Anderson Housing Authority (AHA) understands and values collaboration between housing agencies and the Worklink OneStop system.

The AHA has 279 public housing units of which 239 are located in seven apartment complexes, ranging in size from 18 to 60 units. We also have 172 residents in the age range between 18 and 40. The Section 8 Housing Choice Voucher Program provides rental assistance up to 500 families who rent on the private market within the city limits of Anderson.

Representatives from the Housing Authority also participate in volunteer activities such as the City of Anderson Housing Task Force, the United Way, and the Chamber of Commerce Imagine Anderson Affordable Housing Project. We also collaborate with agencies such as Department of Social Services and local homeless shelters to further the goals of quality affordable housing for all citizens.

Thank you for taking the time to go over the WIA, and we are committed to doing everything possible to support your effort including partner referrals, hosting informational materials, and workshop participation. For your convenience, I may be reached at 864-260-5120 or jefft@andersonha.org.

Sincerely,


Jeff Trahan
Executive Director

Signature Page

THE WORKLINK ONESTOP SYSTEM

**MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

**July 1, 2011 - June 30, 2013
(plus one additional one-year renewal option)**

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following OneStop partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: Telamon Corporation

Address: P.O. Box 12217

City/State/Zip: Columbia, SC 29211-2217

AUTHORIZED OFFICIAL

Name Barbara B. Coleman

Title State Director

Signature: 

Dated: 6-28, 2011

Signature Page

THE WORKLINK ONESTOP SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT

**PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

**July 1, 2011 - June 30, 2013
(plus one additional one-year renewal option)**

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following OneStop partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: Sun belt Human Advancement Resources

Address: P.O. Box 308

City/State/Zip: Anderson, SC 29621

AUTHORIZED OFFICIAL

Name Diane Pressley

Title Case Manager/Coordinator

Signature: Diane Pressley

Dated: June 29, 2011

Signature Page

THE WORKLINK ONE-STOP SYSTEM

**MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

**July 1, 2011 - June 30, 2013
(plus one additional one-year renewal option)**

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following one-stop partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: Anderson County DSS
Address: 224 Mcgee Rd
City/State/Zip: Anderson SC 29625

AUTHORIZED OFFICIAL

Name Glenn Farrow

Title County Director
Anderson DSS

Signature: Glenn Farrow

Dated: 6-24, 2011

Signature Page

THE WORKLINK ONE-STOP SYSTEM

**MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

**July 1, 2011 - June 30, 2013
(plus one additional one-year renewal option)**

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following one-stop partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: OCONEE DSS

Address: 223A KENNETH ST

City/State/Zip: WAR HALLA SC 29697

AUTHORIZED OFFICIAL

Name ERINE W BAILEY

Title COUNTY DIRECTOR

Signature: 

Dated: 6/28, 2011

Signature Page

THE WORKLINK ONE-STOP SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT PURSUANT TO THE WORKFORCE INVESTMENT ACT OF 1998 ("WIA")

July 1, 2011 - June 30, 2013
(plus one additional one-year renewal option)

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following one-stop partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: Pickens County DSS
Address: Po Box 158
City/State/Zip: Pickens, SC 29671

AUTHORIZED OFFICIAL

Name 

Title County Director

Signature: 

Dated: 6-24, 2011

Signature Page

THE WORKLINK ONESTOP SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT

**PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

**July 1, 2011 - June 30, 2013
(plus one additional one-year renewal option)**

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following one-stop partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: AARP Foundation/SCSEP
Address: Senior Employment Program
301 University Ridge, Suite 5550
City/State/Zip: Greenville, SC 29601

AUTHORIZED OFFICIAL

Name JOE PERRY

Title PROJECT DIRECTOR

Signature: 

Dated: June 21, 2011

Signature Page

THE WORKLINK ONESTOP SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT PURSUANT TO THE WORKFORCE INVESTMENT ACT OF 1998 ("WIA")

July 1, 2011 - June 30, 2013
(plus one additional one-year renewal option)

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following one-stop partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: Job Corps Dynamic Educational sys.
Address: 225 S. Pleasantburg Dr E-5
City/State/Zip: Greenville SC 29607

AUTHORIZED OFFICIAL

Name: Robin Miller Cynthia M Johnson
Title: Admission Counselor Career Transition Specialist

Signature: Robin Miller Cynthia M Johnson

Dated: 6/21, 2011 6/21/11

Signature Page

THE WORKLINK ONE-STOP SYSTEM

**MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

**July 1, 2011 - June 30, 2013
(plus one additional one-year renewal option)**

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following one-stop partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: South Carolina Indian Development Council, Inc.

Address: P O Box 957

City/State/Zip: Rock Hill, SC 29731

AUTHORIZED OFFICIAL

Name Phyllis B. Williams

Title Director

Signature: *Phyllis B. Williams*

Dated: June 24, 2011

Signature Page

THE WORKLINK ONE-STOP SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT

**PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

**July 1, 2011 - June 30, 2013
(plus one additional one-year renewal option)**

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following one-stop partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: OCONEE DSS

Address: 223A KENNETH ST

City/State/Zip: WAR HALLA SC 29691

AUTHORIZED OFFICIAL

Name ERINE W BAILEY

Title COUNTY DIRECTOR

Signature: 

Dated: 6/28, 2011

Signature Page

THE WORKLINK ONESTOP SYSTEM

**MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

**July 1, 2011 - June 30, 2012
Addendum**

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following OneStop Partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: SC Dept. of Employment and Workforce

Address: 1550 Gadsden St.

City/State/Zip: Columbia, SC 29202

AUTHORIZED OFFICIAL

Name James "Mac" Horton

Title Assistant Executive Director of Administration and Support

Signature: James Mac Horton

Dated: June 30, 2011

Attachment C

**WorkLink Workforce Investment Board
(WIB)**

And

**The Operator and Partners of the WorkLink OneStop System
(Serving Anderson, Oconee and Pickens Counties)**

Resource Sharing Agreement

**Addendum
for the
South Carolina Department of Employment and Workforce**

July 1, 2011 to June 30, 2012

1. Introduction

- a. This Agreement is between the WorkLink Workforce Investment Board (WIB), hereinafter referred to as the "WIB", the One-Stop Operator, hereinafter referred to as the "Operator" and the various OneStop Partners, mandated and otherwise, serving the counties of Anderson, Oconee and Pickens, hereinafter referred to as the "Partners."
- b. The WIB is the designated and certified Workforce Investment Board for the WorkLink Workforce Investment Area. The Operator is Arbor E&T, LLC dba ResCare Workforce Services, competitively procured and selected by the WIB and agreed to by the Local Elected Officials (County Council Chairs of Anderson, Oconee and Pickens Counties). The OneStop Partners are the various organizations identified in the Memorandum of Understanding and this Resource Sharing Agreement.

2. Purpose

- a. The purpose of this Agreement is to define and specify what costs associated with the WorkLink Workforce Investment Area OneStop Centers will be commonly or jointly pooled and paid by the Partners and the basis and methodology of pooling or sharing those costs. Furthermore, the agreement outlines the frequency and process for billing and payment of shared costs.

3. Terms of the Agreement

- a. This Agreement shall become effective July 1, 2011, superceding any previous and similar agreement, and shall remain in force until it terminates on June 30, 2012. The agreement may be automatically renewed for an additional year upon written notice to all parties at least 60 days prior to the termination date of the agreement.
- b. The Agreement may be terminated by the repeal of the Workforce Investment Act of 1998 (WIA) or successive legislation, or by other action of law, or by withdrawal for cause of the parties to the Agreement.
- c. Any party to the Agreement may withdraw from the Agreement by giving written notice of intent at least ninety (90) days advance notice. For purposes of equity and to allow predictability in budget planning, withdrawal of a Partner shall not relieve the Partner of the obligation to continue to support the OneStop budget through the remainder of the current budget year on the basis projected in the Resource Sharing Agreement at the beginning of the budget year.
- d. Should any one Partner withdraw, the Agreement will remain in force and in effect with respect to the remaining Partners.

4. Costs

- a. The costs shall be those costs related to the facility, operation and management of the OneStop centers and shall be largely borne by those partners who deliver services

through the centers, but may not be limited to only those Partners. Such costs shall be allocated on the basis of Full Time Equivalents located in the Center.

- b. While it is understood that off site partners do derive a benefit from the on site services, it is generally understood that most non-facility costs, except those specified within the agreement, shall be borne proportionately by the Partners as described in each Partners description of individual service contributions.
- c. The basic constant used to identify shared costs among the Partners is that these costs shall include those required to provide core services to customers.
- d. The South Carolina Department of Employment & Workforce (SC DEW) owns the One-Stop facilities. The costs associated with the usage, operation and maintenance of the facilities shall be negotiated between SC DEW and the Operator for inclusion in the resource sharing agreement budget and cost allocation plan.
- e. The Operator shall be responsible for reconciling and invoicing under the Resource Sharing Agreement. Each partner shall remit payment to the Operator within 30 days. Any partner who fails to remit timely will be referred to the WIB for further action. The Operator shall not be held liable for unpaid amounts.
- f. All procurement and purchases made with Resource Sharing Agreement Budget funds will be made following policies and procedures set by the WIB.
- g. The Operator shall submit a reconciliation of the OneStop costs to the South Carolina Department of Employment and Workforce in writing within 20 days of the end of each quarter. Partners' share of the costs exceeding the allowable contributions shall receive an invoice within 20 days of the end of the quarter which must be paid within 30 days of receipt.
- h. If any costs are disputed or questioned, the Partner has 10 days from receipt of the reconciliation to submit a dispute or question to the Operator. The Operator shall respond in writing within 10 days. If not resolved, then the Partner shall submit a written dispute or question to the WorkLink Executive Director. This will then be subject to the WIB's grievance or appeal policy.
- i. The Operator and all Partners will cooperate with the host agency in maintaining the facility in good condition. Reference the Operations and Maintenance MOA for external and internal facility upkeep.
- o. The South Carolina Department of Employment and Workforce agrees to hold appropriate and sufficient insurance coverage as the owner of the OneStop facilities.

Reference Insurance Policies for the South Carolina Department of Employment and Workforce: More specifically "Tort Liability" and "Building Insurance" Coverage.
- p. The Partners agree to comply with all Federal, State, County, Municipal and other governmental statutes, laws, rules, orders, regulations, and ordinances affecting the premises.

5. Modification

- a. This Agreement may be modified through mutual consent of the WIB, Operator and a majority of the Partners given thirty (30) days advance notice in writing, except as provided in the Memorandum of Understanding with respect to termination or withdrawal of a Partner.
- b. The parties to the Agreement delegate to the Operator the authority to act for the Partners in the execution of minor modifications, as so designated by the WIB.
- c. Any modification to the Agreement must, to be valid, be in writing, signed, dated by the Partners with the effective date noted, and appended to the original Agreement.
- d. If any part of this Agreement is, for any reason, later found to be invalid, the effectiveness of the rest of the Agreement shall not be voided.

6. Authority and Signatories

- a. The individuals signing have the authority to commit their respective organizations to the terms of this Agreement and do so by signature below.
- b. This Agreement may be executed in one or more counterparts, should that at any time be more convenient to the signatories, and the originals of which, when taken together and bearing the signature of all parties to the Agreement, shall constitute one and the same Agreement.
- c. Without regard to the date of signatures below, the Partners agree the effective date of this Agreement is July 1, 2011.

Partner Agency:	SC Department of Employment & Workforce
------------------------	--

1. The South Carolina Department of Employment & Workforce (SC DEW) of Anderson, Oconee, and Pickens Counties agrees to provide the following OneStop facilities:
 - Anderson, SC
 - Liberty, SC
 - Seneca, SC

The Department will provide a quarterly summary of actual expenditures pursuant to facility use and IT agreements executed between the WorkLink Workforce Investment Board and SC DEW.

2. The South Carolina Department of Employment & Workforce of Anderson, Oconee, and Pickens Counties agree to contribute to the delivery of the following services in the WorkLink OneStop system:
 - Job vacancy announcements / postings
 - Referrals to employment
 - Employment Workshops
 - Print materials such as brochures, flyers, and information packets detailing available services
 - Unemployment Insurance, Veteran and Trade Services
 - Internet Access and IT Support
 - Labor Market Information
 - Fax / Phone Access

3. The South Carolina Department of Employment & Workforce of Anderson, Oconee, and Pickens Counties will contribute the above named services in the following manner:
 - Providing access, support, and training on the SC Virtual OneStop System
 - Maintaining a sufficient supply of appropriate print materials
 - Providing IT Support including adequate software and internet access on the Resource Room and staff computers.
 - Providing VOIP Phone System
 - Researching Labor Market Statistics and Trends and publishing them via email, print, or website as appropriate
 - Training opportunities for all OneStop staff

*****The Information Technology MOA more fully outlines the specifics of services provided by SCDEW. The IT MOA is the more inclusive document and shall be deemed the standard measurement of services available for the benefit of all OneStop Partners.***

4. The South Carolina Department of Employment & Workforce of Anderson, Oconee, and Pickens Counties expect to derive the following benefits from the OneStop system.
 - Increase in placements in employment, ultimately resulting in decreasing unemployment rates.
 - Resources for customers needing assistance with Career Counseling, Literacy, GED, Occupational Training, and other community services.

BASE CORE STAFF
WIA funded staff positions that benefit SODEW

Project Director - Manages the entire operation, including SODEW staff, of the three sets of OeDStop (Address, Library, Select).
 Project Director spends approximately 25% of her time on WIA activities exclusively. The remaining 75% of her time is spent on activities that benefit the entire OeDStop(s) operations.
 Regional Coordinator - Coordinates activities of all three area OeDStops (Address, Library, Select) and serves as the American OeDStop Coordinator.
 Regional Coordinator spends approximately 70% of her time on WIA activities exclusively. The remaining 30% of her time is spent on activities that benefit the entire OeDStop(s) operations.
 OeDStop Coordinator - Coordinates all the activities of one individual OeDStop.
 OeDStop Coordinator spends approximately 80% of her time on WIA activities exclusively. The remaining 20% of her time is spent on activities that benefit the entire OeDStop operation.

*Note - Percentages of time spent on WIA and Other activities is based on estimates provided by the Project Director, Regional Coordinator, and OeDStop Coordinators.

Title	Employee	Actual Wage	24.24% Fringe		10.22% Indirect		8.00% Profit		Project Director		Regional Coordinator		OeDStop Coordinator		Security Guard		WIA OeDStop Only Time		OeDStop Only Time					
			WIA Time	OS Time	WIA Time	OS Time	WIA Time	OS Time	WIA Time	OS Time	WIA Time	OS Time	WIA Time	OS Time	WIA Time	OS Time	WIA %	OS %	WIA %	OS %	WIA %	OS %		
Project Director	Lisa McWhorter	\$55,000	\$13,756	\$41,244	\$8,250	\$32,994	\$7,121	\$25,873	\$24,033	\$72,098	\$46,586	\$19,965	\$44,368	\$11,632	\$2,778	\$25,002	\$24,033	\$72,098	\$16,790	\$353,308				
Security Guard	Contract Service	\$23,333	0	0	\$2,385	\$21,948	\$4,371	\$17,577	\$2,778	\$25,002	\$46,586	\$19,965	\$44,368	\$11,632	\$2,778	\$25,002	\$2,778	\$25,002	\$5,822	\$19,180				
Regional Coordinator	Amanda Hamby	\$45,000	\$10,909	\$34,091	\$5,714	\$28,377	\$6,714	\$21,663	\$44,368	\$11,632	\$44,368	\$11,632	\$44,368	\$11,632	\$44,368	\$11,632	\$44,368	\$11,632	\$4,848	\$41,516				
OeDStop Coordinator	Open	\$37,500	\$9,000	\$28,500	\$4,751	\$23,749	\$4,108	\$19,641	\$44,368	\$11,632	\$44,368	\$11,632	\$44,368	\$11,632	\$44,368	\$11,632	\$44,368	\$11,632	\$2,583	\$41,785				
		\$208,838	\$44,644	\$164,194	\$25,875	\$138,319	\$32,325	\$106,034	\$24,033	\$72,098	\$46,586	\$19,965	\$44,368	\$11,632	\$2,778	\$25,002	\$24,033	\$72,098	\$37,458	\$309,578				
																					Check	\$207,281	Check	\$189,248

Title	Employee	Actual Wage	24.24% Fringe		10.22% Indirect		8.00% Profit		Project Director		Regional Coordinator		OeDStop Coordinator		Security Guard		WIA OeDStop Only Time		OeDStop Only Time					
			WIA Time	OS Time	WIA Time	OS Time	WIA Time	OS Time	WIA Time	OS Time	WIA Time	OS Time	WIA Time	OS Time	WIA Time	OS Time	WIA %	OS %	WIA %	OS %	WIA %	OS %		
Project Director	Lisa McWhorter	\$55,000	\$13,756	\$41,244	\$8,250	\$32,994	\$7,121	\$25,873	\$24,033	\$72,098	\$46,586	\$19,965	\$44,368	\$11,632	\$2,778	\$25,002	\$24,033	\$72,098	\$16,790	\$353,308				
Security Guard	Contract Service	\$23,333	0	0	\$2,385	\$21,948	\$4,371	\$17,577	\$2,778	\$25,002	\$46,586	\$19,965	\$44,368	\$11,632	\$2,778	\$25,002	\$2,778	\$25,002	\$5,822	\$19,180				
Regional Coordinator	Amanda Hamby	\$45,000	\$10,909	\$34,091	\$5,714	\$28,377	\$6,714	\$21,663	\$44,368	\$11,632	\$44,368	\$11,632	\$44,368	\$11,632	\$44,368	\$11,632	\$44,368	\$11,632	\$4,848	\$41,516				
OeDStop Coordinator	Open	\$37,500	\$9,000	\$28,500	\$4,751	\$23,749	\$4,108	\$19,641	\$44,368	\$11,632	\$44,368	\$11,632	\$44,368	\$11,632	\$44,368	\$11,632	\$44,368	\$11,632	\$2,583	\$41,785				
		\$208,838	\$44,644	\$164,194	\$25,875	\$138,319	\$32,325	\$106,034	\$24,033	\$72,098	\$46,586	\$19,965	\$44,368	\$11,632	\$2,778	\$25,002	\$24,033	\$72,098	\$37,458	\$309,578				
																					Check	\$207,281	Check	\$189,248

Wages - Actual wages paid to employees.
 Fringe - Present Fringe rate in the WIA contracts.
 Indirect - Present indirect rate in the WIA contracts.
 Profit - Present Profit rate in the WIA contracts.
 WIA Time - Time employee spends on "WIA Only" activities.
 OS Time - Time employee spends that benefits the total OeDStop, not WIA.
 OeDStop - Based on positions see Staffing Levels tab

SODEW July to December last
 SODEW January to June 06th
 \$116,821
 \$81,565

13
 12

\$6,900.78
 \$7,888.71

Per Month
 Per Month

Signature Page

THE WORKLINK ONESTOP SYSTEM

**MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

**July 1, 2011 - June 30, 2012
Addendum**

In Witness thereof, this Memorandum of Understanding and Resource Sharing Agreement is being executed by the following OneStop Partner in the WorkLink Workforce Investment Area:

AGENCY INFORMATION (Please Print or Type)

Agency Name: SC Dept. of Employment and Workforce

Address: 1550 Gadsden St.

City/State/Zip: Columbia, SC 29202

AUTHORIZED OFFICIAL

Name James "Mac" Horton

Title Assistant Executive Director of Administration and Support

Signature: James Mac Horton

Dated: June 30, 2011

**PART I
WORKFORCE INVESTMENT ACT
(Authorized Under Public Law 105-220)**

GRANT SIGNATURE SHEET

Funded Under: WIA Title 1 Adult and DW Grant #: 12A995H1 & 12D995H1

Administrative Entity	Contractor Name and Address
SC Appalachian Council of Governments PO Box 6668 30 Century Circle Greenville, SC 29606	Henkels and McCoy, Inc 985 Jolly Road, 3 rd Floor Training Svcs Blue Bell, PA 19422 (215) 283-8001

The SC Appalachian Council of Governments, hereinafter called the Awarding Agency, having entered into an Agreement with the Workforce Investment Area (WIA) in the State of South Carolina to administer funds received pursuant to the Workforce Investment Act of 1998, 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 X Fixed Price _____
- B. Contract Period – This Agreement covers the period from 05/31/2012 to 06/30/13
- 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 \$1,650,000 from Federal funds received.
- D. Number of participants to be served (where applicable) 980 total
- E. Activity Designation – OneStop Operator and Title I-B Program of WIA

GRANT AMOUNT BY CATEGORY		
Administration	Program	Total
\$0	\$1,650,000	\$1,650,000

Approved for the Administrative Entity

Name Steven Pelissier
Title Executive Director

Steven Pelissier 5/29/12
Signature Date

John Kelly 5/30/12
Witness Date

Approved for the Contractor

Name Mr. Fredrick P. Sutliff
Title National Director of Training Services

Fredrick P. Sutliff 5/31/12
Signature Date

Paul Pappan 5/31/12
Witness Date

**Part II
Statement of Work**

**Henkels and McCoy, Inc.
OneStop Operator and Workforce Development Services
As authorized under Title I-B of the Workforce Investment Act of 1998
Adult & Dislocated Worker Services
#12A995H1 & #12D995H1**

Henkels and McCoy, Inc., 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) for the WorkLink Workforce Investment Area, shall provide services and perform functions and program activities outlined herein, pursuant to provisions and regulations of the Workforce Investment Act (WIA) of 1998 (Public Law 105-220, August 7, 1998).

1.0.0 HISTORY AND PREFACE

1.0.1 The Workforce Investment Act (WIA), effective July 1, 2000, is the official federal employment and training program across the United States and more specifically, the WorkLink. 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 The Workforce Investment Act offers a comprehensive mix of workforce development activities benefiting employers, incumbent workers, job seekers, laid-off workers, youth, veterans, new workforce entrants, and persons with disabilities. WIA's objective is to promote and improve participant's employment, job retention, earning, and occupational skills.

1.0.3 WIA has three funding streams serving the following three distinct participant populations:

- Adults
- Dislocated Workers
- Youth

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

2.0.0 OVERVIEW OF LOCAL WORKFORCE SYSTEM

2.0.1 Workforce Investment Act programs will be a part of a comprehensive system to provide workforce development services for employers and potential job seekers. The system is a collaborative network of many organizations. Services are provided at SC Works Centers (formerly called OneStop Centers).

- 2.0.2 The WorkLink Workforce Investment Board has established three (3) SC Works Centers, which are full service (comprehensive) centers currently located within the SC Department of Employment and Workforce offices in Anderson, Liberty, and Seneca.
- 2.0.3 To be a part of the system, partner agencies are expected to share in the costs equal to the benefit they receive. The WorkLink Workforce Investment Board has a five-year strategic plan for the system.
- 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 OneStop Orientations and short workshops. The self-service activities are defined as Core Services.
- 2.1.3 Adults (those 18 and older) and Dislocated Workers who cannot find a suitable job after using Core Services may be enrolled to receive Intensive Services after eligibility determination. Case management will be a part of intensive services. Intensive Services can provide one-on-one assistance to participants with barriers that keep them from finding or retaining employment. Workshops, job clubs, short-term skills upgrading and work experience assignments may be part of Intensive Services.
- 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 occupational skills in order to obtain employment. It is possible that at some point in the program year, limited funds may be available for Training Services and the Priority of Service Policy will be implemented. Eligibility Determination is completed during Core Services to inform the Case Manager of the potential resources available to the participant for training services. The Workforce Investment Board has defined self-sufficiency and set priorities for training funds. Self-sufficiency has been defined 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). Participants make informed decisions after reviewing local Labor Market Information (LMI) and the Eligible Training Provider List (ETPL).
- 2.1.5 The focal point of Core Services and most Intensive Services will be the local SC Works Centers. The workforce system, defined as a network of mandatory and optional partners, programs, centers, and service providers that collectively address the community's workforce development needs, will have a presence in each county through the SC Works Centers. Under the terms of this grant, the WorkLink Workforce Investment Board has appointed Henkels and McCoy, Inc. as the Operator for the WorkLink Region.

2.1.6 The purpose of the adult programs is to prepare people for the workplace. Programs will be evaluated by their ability to place people in jobs and by the percent of people who are working six months after receiving services. Adults and Dislocated Workers performance measures are entered employment, employment retention and average earnings. Youth performance will include placement in employment or education, attainment of a degree or certificate, and literacy and numeracy 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.

2.1.7 Another key element of WorkLink’s operational plan is a strategy for serving employers. Employers want to save time and money. WIA 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.

2.2.0 Adults and Dislocated Workers

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

1. Core Services are self-service or informational. Core Services are designed to inform and educate individuals about the labor market, their employment strengths, weaknesses and the range of services appropriate to their situation are considered informational in nature, and therefore do not require registration or enrollment. Core Services does not require significant staff involvement.
2. Intensive Services are WIA staff-assisted job search and occupational development services.
3. Training Services pays job-training costs associated with WIA-approved training programs. WIA funds should be coordinated with other resources, such as Trade Adjustment Assistance (TAA), federal Pell Grants and partner funds. All WIA 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 WIA provides year-round employment and training services for economically disadvantaged youth. WIA Youth Services are not tiered like Adult and Dislocated Worker services. Youth establish educational and career goals and work toward them via WIA-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. State guidance mandates that TAA eligible participants referred to WIA be co-enrolled.

2.5.0 Co-Located Partners

2.5.1 Other Services are available in the Workforce Centers, such as Wagner-Peyser and Veteran Representatives.

3.0.0 ACTIVITY DEFINITIONS

3.0.1 SC Works Operator

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

3.0.3 As stated in WIA Section 662.400, “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
- 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
- Additional responsibilities as required by the Board
- Oversee center operations and provision of services
- Implement the provision of core services and access to intensive 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

3.1.0 WIA Core Services

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

3.1.2 Completed a Core Services program offered at the Workforce Center and were unable to achieve unsubsidized self-sufficient employment because he/she lacked appropriate personal skills and/or vocational skills. At a minimum, Core Services provided at the applicable Workforce Center shall include:

- a determination of whether the applicable Adult or Dislocated Worker participant is eligible to receive assistance under provisions of the WIA;
- outreach, intake, and orientation to the information and other services available through the SC Works delivery system;
- initial assessment of skill levels, aptitudes, interests, and supportive services needs;
- job search and placement assistance;
- provision of employment statistics information including the provision of accurate information relating to local, regional, and national labor market areas including:
 - job vacancy listings in such labor market areas;
 - information on job skills necessary to obtain the jobs in field of skill level; and
 - information relating to local occupations in demand and the earnings and skill requirements for such occupations.
- provision of performance information and program cost information on eligible providers of training services as described in Section 122 of the WIA, provided by program, and eligible providers of youth activities described in section 123 of the WIA, providers of Adult Education described in Title II of the WIA, providers of post-secondary vocational education activities and vocational education activities available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.), and providers of vocational rehabilitation program activities described in Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.);
- provision of information regarding 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;
- provision of accurate information relating to the availability of supportive services, including child care and transportation available in the local area, and referral to such services, as appropriate;
- provision of information regarding and/or assistance in filing claims for unemployment compensation;
- assistance in establishing eligibility for:
 - programs of financial aid assistance for training and education programs that are not funded under the WIA and are available in the local area;

- follow-up services, including counseling regarding the workplace, for participants in workforce investment activities authorized under the WIA who are placed in unsubsidized employment, for not less than 12 months after the first day of exit, as appropriate.

3.2.0 Intensive Services

3.2.1 The Grantee shall provide, but is not be limited to, the following Intensive Services to eligible Adults and Dislocated Workers.

- In-depth interviewing and evaluation to identify employment barriers;
- assist in the design 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 Intensive Services Case Manager should jointly complete this plan. The IEP should be reviewed every ninety (90) days and revised when/if the participant's objectives change. The Intensive Services Case Manager should document in the case notes that the IEP was reviewed with the participant and no revision is needed for this quarter. If revised, the Intensive Services Case Manager and the participant will sign the revised IEP and document in the South Carolina Works Online System (SCWOS) System. The IEP must be completed in the SCWOS system as required by the state of South Carolina.
- group counseling;
- continual counseling and career planning assistance;
- continual or on-going assessment of the WIA participant's capabilities and potential for obtaining his/her self-sufficient unsubsidized employment goals and need for supportive services;
- short-term pre-vocational services, including, but not limited to, communication skills, interviewing skills, punctuality, personal hygiene, and professional conduct, to prepare the individual(s) for self-sufficient unsubsidized employment or training services;
- individualized case management services to WIA Adults and Dislocated Worker participants who are still unable to acquire self-sufficient unsubsidized employment through Intensive Services and have been recommended for training services.

3.3.0 Training Services

3.3.1 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 Investment 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; or

- enter the participant in an appropriate adult education and/or literacy activity provided in combination with 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.

3.4.0 Youth Services

3.4.1 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 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.

3.4.2 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; and
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.

3.5.0 Eligibility Criterion: Definitions and Documentation Requirements

3.5.1 WIA 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.

3.5.2 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.

[20 CFR 663.105 (Adult and Dislocated Worker); 20 CFR 664.215 (Youth)]

3.5.3 Participant – an individual who has registered under 20 CFR 663.105 or 20 CFR 664.215 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 WIA Title I. Participation commences on the first day, following determination of eligibility, on which the individual begins receiving core, intensive, training, or other services provided under WIA Title I. [20 CFR 660.300]

3.5.4 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 WIA 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.

3.5.5 Low-Income individual is defined as:

1. An individual who receives, or is a member of a family that receives, cash payments under a Federal, State, or local income based public assistance program;
2. An individual who received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, payments described in subparagraph (A), and old-age and survivors insurance benefits received under Section 202 of the Social Security Act (42 U.S.C. 402) that , in relation to family size, does not exceed the higher of –
 - (i) the poverty line, for an equivalent period; or
 - (ii) 70 percent of the lower living standard income level, for an equivalents period;
3. An individual who is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);
4. An individual who qualifies as a homeless individual, as defined in subsections (a) and (c) of Section 103 of the Stewart B. McKinney Homeless Assistance Act (42 U.S. C. 11302);

5. An individual who is a foster child on behalf of whom State or local government payments are made; or
6. In cases permitted by regulations promulgated by the Secretary of Labor, is an individual with a disability whose own income meets the requirements of a program described in subparagraph (A) or of subparagraph (B), but who is a member of a family whose income does not meet such requirements.

3.5.6 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 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.

3.5.7 School dropout is defined as: An individual who is no longer attending any school and who has not received a secondary school diploma or it's recognized equivalent.

3.5.8 An Offender is defined as: Any 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.

4.0.0 **SCOPE OF WORK**

4.0.1 **Grant Objectives**

- *Partnerships* - 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.
- *Employer and Jobseeker Services* - Deliver the full array of Workforce Investment Act (WIA), including WIA mandated and non-mandated partner organizations, services to all interested job seekers and employers in the three (3) Comprehensive SC Works Center locations, SC Works On-the-Go, 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.
- *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:

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 Investment Act, including the following SC Works partners:

- WIA Adult
- WIA Dislocated Worker
- WIA Youth
- Employment Service (Wagner-Peyser)
- Trade adjustment assistance programs
- Veterans' employment and training programs
- Unemployment Insurance
- Job Corps.
- Welfare-to-Work grant-funded programs
- Senior Community Service Employment Programs
- Employment and training for migrant and seasonal farm workers
- Employment and training for Native Americans
- Vocational Rehabilitation Program
- Adult Education and Literacy
- Vocational Education (Perkins Act)
- Community Services Block Grant
- HUD-administered employment and training

5.0.2 All non-eligibility-based employment and training services (as described under Core Services) from the Partners shall be accessible at or through the comprehensive SC Works Center. The SC Works Centers currently have additional partners and the WorkLink WIB encourages additional partners.

5.0.3 The SC Works Operator shall negotiate with partners and maintain the MOU, resource sharing agreements and cost allocation plan. Potential Partner entities 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 a state-of-the-art 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.

5.0.4 Additional potential Partners may be included in the Memorandum of Understanding. Additional SC Works Partners are organizations who voluntarily involve their services in the SC Works System. Potential Partners listed in the Act include:

- Food Stamp Employment and Training Programs
- Temporary Assistance for Needy Families
- National and Community Service Act programs
- Other appropriate federal, state and local programs:
 - Senior Community Service Act programs
 - Transportation
 - Colleges and Economic Development
 - Child Care
 - Public Housing
 - Private Sector initiatives
 - Non-Profit Service Organizations

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, and to create strategies to more effectively serve the customer. Minutes shall be recorded and forwarded to WIB staff.

5.0.6 The SC Works Operator, working collaboratively with the SC Works Partners and WorkLink WIB, shall drive the formation of an integrated, innovative SC Works System.

5.1.0 *Additional Operator Activities*

5.1.1 Support special grant funded programs and provide program support to non-WIA 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 Investment Act (WIA), including WIA mandated and non-mandated partner organizations, services to all interested job seekers and employers in the three (3) Comprehensive SC Works Center locations, SC Works On-the-Go, 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 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 SCWorks.org

6.0.3 All SC Works Centers 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 WIB approved business services.

6.0.5 Comprehensive SC Works Center shall be expected to offer customized and innovative Business Services (if approved by the WorkLink WIB), 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 WIB must approve all fee-based services. All revenue generated from fee-based services must be handled in accordance with the Workforce Investment Act. The Operator may not charge for services already funded by the Workforce Investment Act.

- 6.0.7 The Operator shall develop a systematic, equitable approach in determining (based on need) what level of services each business will receive from the SC Works Center.
- 6.0.8 All employer services staff shall use Synchronist to record and communicate employer contacts and interactions as a region-wide business services team.
- 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 Operator shall be expected to participate as necessary in Rapid Response outreach teams.
- 6.1.3 Comprehensive 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.

6.2.0 Services To Be Provided To Job Seekers

6.2.1 Accessibility

6.2.2 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.

6.2.3 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.

6.2.4 Hours of Operation

6.2.5 Regular hours of operation for all Comprehensive SC Works Centers are Monday through Friday from 8:30am to 5:00pm. The Operator shall determine when and if additional non-traditional hours are required and submit a request to the WIB staff for approval. Center hours may be adjusted at the Board's discretion.

6.2.6 The Operator will ensure adequate coverage of the SC Works during posted hours of operation.

6.2.7 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 WIB 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 WIA-funded (or partner staff) should be noted on the Office Closed/Holiday Schedule.

6.2.8 Resource Room for Universal Access

6.2.9 All WorkLink SC Works Centers shall host resource rooms for the use by universal and WIA-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)

6.2.10 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.

6.2.11 There shall be no limitations or restrictive use on this 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.)

6.2.12 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.

6.2.13 The Operator shall establish a staffing plan for the 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, in part, 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.

6.2.14 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.)

6.2.15 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.

6.2.16 *SC Works Orientation*

6.2.17 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 WIA program.

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

6.2.19 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.

6.2.20 *Workshops and SC Works Center Events*

6.2.21 The Operator shall be responsible for scheduling all activities in the Workforce Center, including arranging for partners and employers to conduct Core level workshops in the SC Works. Core Level workshops are available to the public without registration in SCWOS. Attendance should be taken in the workshops.

6.2.22 The Comprehensive SC Works Centers shall offer a wide range of informational workshops to both universal access customers and registered WIA 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, two (2) of which must be financial in nature. This calendar of events is due no later than the 12th of the preceding month.

6.3.0 Establishing Workforce Services in the Community

6.3.1 *SC Works On-the-Go Services*

6.3.2 In an effort to reach remote communities with high levels of poverty and to break down the walls of the SC Works System, WorkLink has purchased four EarthWalk mobile computer labs to use as extensions of the SC Works Center resource rooms out in the communities. Any core level service may be provided in the community. Intensive Services may be offered to those that are participating in WIA.

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

6.3.4 The Operator shall oversee all SC Works On-the-Go activities across the community. These activities shall be reported to the WIB staff on the 12th of each month.

6.3.5 *Access Points*

- 6.3.6 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 WorkLink 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.
- 6.3.7 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 WIB.
- 6.3.8 The Operator shall, with the WIB staff, determine maintenance and replacement of equipment associated with Access Points and SC Works On-the-Go. Should the Operator desire to utilize the SC Works On-the-Go van, the Operator shall arrange appropriate maintenance, insurance and fuel for the SC Works On-the-Go van.

6.4.0 CENTER MANAGEMENT

Objective: Provide management and oversight of the partnership of agencies that comprise the SC Works Center system.

- 6.4.1 The Operator, or designee, shall serve as the principal liaison between the SC Works Center Staff and the WIB staff in the development and implementation of all operational activities directly related to the SC Works Comprehensive Center services. The Operator, or designee, shall work closely with WIB staff in determining overall direction for the SC Works Centers and serving business customers.

6.5.0 Functional Supervision

- 6.5.1 The Operator shall appoint a center manager(s) (if not different from the Operator) for the SC Works Comprehensive Center locations. Define the workforce center managers' responsibilities in conjunction with all partners. Must meet WorkLink WIB approval.
- 6.5.2 The Operator shall functionally supervise all partner staff co-located in the SC Works Centers. The Operator shall maintain close, collaborative relationships with the DEW Area Director and the DEW Staff Managers of each location. (Reference State Employment and Training Letter 11-11 "SC Works Center Leadership Team Roles and Responsibilities and Functional Supervision.")

6.6.0 OneStop Certification

- 6.6.1 The Operator shall complete the certification of all three 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 June 30, 2013.

6.6.2 The Operator shall notify the WIB 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.

6.7.0 SC Works Center Business Plan

6.7.1 The Operator shall write a Business Plan for each SC Works Center, and update annually. The SC Works Center Business Plans shall set forth the operations of each Comprehensive Center, SC Works On-the-Go unit, and Access Points. An anticipated SC Works Center budget (may be the Cost Allocation Plan) must be included in the Business Plan. The WorkLink WIB must approve the SC Works Center Business Plans prior to implementation.

6.7.2 The Operator shall set goals and performance measures (in addition to DOL's Common Measures) through the development of the SC Works Center Business Plans that the WIB and the Partners endorse.

6.7.3 The Operator shall evaluate internal and external performance and quality measures and make necessary corrections to the Business Plan, Center workloads, Access Points, and SC Works On-the-Go locations.

6.8.0 Standard Operating Procedures

6.8.1 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.

6.9.0 SC Works Center Coordination

6.9.1 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.

6.9.2 The Operator shall develop a common SC Works Center intake process across all programs that ensures 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.

6.9.3 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.

6.9.4 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.

- 6.9.5 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.
- 6.9.6 The Operator shall ensure that Core Services, Intensive Services, Training Coordination, and Follow-Up Services are taking place in the most efficient, cost-effective way possible.
- 6.9.7 The Operator shall collaborate with the WorkLink staff to secure facilities, IT Services, and other SC Works maintenance functions.

6.10.0 Financial and Programmatic Requirements

- 6.10.1 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.
- 6.10.2 The Operator shall ensure complete, accurate and timely data entry that is compliant with WIA reporting requirements.
- 6.10.3 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.
- 6.10.4 The Operator shall procure and track inventory and supplies for the SC Works Centers.

6.11.0 Outreach

- 6.11.1 The Operator shall market SC Works System services and ensure that the system is viewed as a part of the South Carolina SC Works System. In collaboration with the WorkLink Board, WIB staff, system partners, the business community and WIA 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.
- 6.11.2 The Operator shall use all mandated brochures developed by the WIB 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 WIB 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 WIB SC Works System. All materials produced and published must be approved and shared with the WIB staff.

6.11.3 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 WIB maintains a website (worklink.SCWorks.org) to allow customer's access to SC Works and Business Services information 24 hours a day.

6.11.4 The Operator, or designee, shall participate in Workforce Development Related activities in the community. A synopsis of events attended and/or presented at should be provided to the WIB on the 12th of each month. The Operator, or designee, shall attend no less than three (3) community events within the month. Attention should be fairly given to all three (3) counties.

6.11.5 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.

6.12.0 Other

6.12.1 Monitoring

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

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

6.12.4 Per the WIA Terms and Conditions (attachment III of this grant), 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 WIB by the end of the third quarter of the program year.

6.12.5 Board Meeting Attendance Requirements

6.12.6 A member of the Grantee's Management staff shall be present at all WIB meetings. Other Grantee staff is 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.

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

6.12.8 The Grantee shall be present at all Workforce Skills and Education Committee and Business Partnership meetings and prepared to present at each meeting regarding status of grant activities. Handouts must be submitted to WIB staff for review prior to the meeting.

6.12.9 *Communication*

- 6.12.10 The Grantee shall maintain regular contact with the WIB staff, meeting with WIB staff at a minimum of once per month to review WIA program elements and grants.
- 6.12.11 The Grantee shall not contact the State-level WIA side of SC Dept. of Employment and Workforce unless directed to do so by WorkLink WIB staff or unless the Grantee receives a direct request from the State-level WIA staff. The WorkLink Board makes local decisions that may be stricter than State guidance.
- 6.12.12 The Grantee shall disseminate all WIA Instruction Letters and provide guidance to Grantee staff on implementation. The Grantee may request Technical Assistance from the WIB staff.

7.0.1 WIA TITLE I-B PROGRAM MANAGEMENT

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

7.0.2 Recruitment and Enrollment

- 7.0.3 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 core services;
- Dislocated workers; and
- Priority for intensive and training services must be given to recipients of public assistance and other low-income individuals where adult funds are limited.
- In addition to unemployed adults, employed adults can also receive services to obtain or retain employment that allows for self-sufficiency.

- 7.0.4 The Grantee shall provide WIA services to adults who live or work 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, 2013.

7.1.0 Registration

- 7.1.1 The Grantee shall implement a system of internal oversight to ensure the accuracy of registration. The Grantee shall provide training and technical assistance to Workforce Investment Act 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 Investment Act funding stream.

7.1.2 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 will assist the general public in the local SC Works Centers by assisting customers with Core Services. 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.

7.2.0 Intake and Eligibility Determination

7.2.1 The Grantee shall schedule appointments for the convenience of the participants.

7.2.2 An initial assessment will be conducted during the intake process to collect personal data and to determine an eligible applicant's suitability for Intensive Services and Training Services under the Workforce Investment Act. The Grantee will provide the applicant with area specific Labor Market Information on in-demand occupations in the local area, areas of labor shortages, expected wage rates, or areas of possible labor saturation.

7.2.3 The Grantee shall ensure confidentiality of participant information. In general, WIA 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.

7.2.4 Participants who may need assistance with additional monetary support (i.e. financial aid, rent, power, etc.) shall be referred to community SC Works partners. All efforts should be made to use other funds prior to using Workforce Investment Act (WIA) funds. All referrals should be documented in the SC Works Online System (SCWOS) or, if paper-based, kept on file.

7.2.5 The Grantee will certify that applicants are eligible (or not eligible) for Adult and Dislocated Worker funding under the WIA program.

7.2.5 The Grantee will gather information on prior work history, educational achievements, and prior training.

7.2.6 The Grantee shall provide eligibility determination for the Workforce Investment Act Adult and Dislocated Worker fund streams. This process shall be conducted in accordance with the eligibility guidelines set forth in the Workforce Investment Act, as well as criteria established by the WorkLink Workforce Investment Board. The Grantee will adhere to any additional regulations or eligibility guidelines issued by the WorkLink Workforce Investment Board, the South Carolina Department of Employment and Workforce, or the United States Department of Labor.

7.2.7 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 WIA-funded services, the Grantee is responsible for referring them to alternate sources of funding through partner agencies.

7.2.8 WIA applicants first must meet basic WIA eligibility requirements for WIA-funded services.

7.2.9 *Determining Adult Eligibility*

7.2.10 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
- Unemployed and has met the Core Services requirements and is unable to obtain employment; or
- Is employed, and after meeting the Core Service requirements, is determined to be in need of Intensive Services to sustain employment that allows for self-sufficiency.

7.2.11 At certification, income information will be 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 150% Lower Living Standard Income Level to determine Lower Living Standards.

7.2.12 In the case of limited funding for adult activities under the Workforce Investment Act for the WorkLink Workforce Investment Area, priority shall be given to recipients of public assistance and low-income individuals for Intensive Services and Training Services. Public assistance is defined as Federal, State or local government cash payments for which eligibility is determined by a needs or income test.

7.2.13 *Determining Dislocated Worker Eligibility*

7.2.14 A determination will be made to ensure that the Dislocated Worker applicant:

1. Has been terminated or laid off, or who has received a notice of termination or layoff, from employment; and
2. Is eligible for or has exhausted entitlement to unemployment compensation; or
3. Has been employed for a duration sufficient to demonstrate, to the appropriate entity at a Workforce Center referred to in section 134(c), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and
4. Is unlikely to return to a previous industry or occupation;
5. Has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or a substantial layoff at, a plant, facility, or enterprise;
6. Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
7. For purposes of eligibility to receive services other than training services described in section 134(d)(4), intensive services, is employed at a facility at which the employer has made a general announcement that such facility will close;

8. Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or
9. Is a displaced homemaker. The term displaced homemaker means an individual who has been providing unpaid services to family members in the home and who-
 - a. has been dependent on the income of another family member but is no longer supported by that income; and
 - b. is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

7.2.15 In addition, the dislocated worker must also meet the following eligibility guidelines;

- 18 years old or older; males over the age of 17, born after 1959, must be registered with the United States Selective Service, and
- 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.
- Is a resident of Anderson, Oconee, Pickens County, or whose previous employer was located within the three county (Anderson, Oconee, and Pickens) region. Exceptions must be approved in writing by the WorkLink WIB Executive Director.
- Unemployed and has met Core Services A requirements and is unable to obtain employment; or
- Is unemployed or employed, but not self-sufficient. Self-sufficiency is defined as having a job which pays more than 85% of dislocation wage and which is higher than 85% of the dislocation wage of the previous year. If a person finds a part-time job, weekly earnings will be considered rather than hourly earnings
 - * If employed and is within 180 days of the projected date of layoff, Self-sufficiency does not need to be determined.

7.2.16 *Determining Youth Eligibility*

7.2.17 To be eligible for services under Title I of the Workforce Investment Act for youth, an individual must meet the following definition.

To be an eligible youth, the applicant must meet the following criteria:

1. An individual who is not less than age 14 and not more than age 21; and
2. Is a low income individual, and
3. Is an individual who has one or more of the following barriers:
 - Deficient in basic literacy skills
 - A school dropout
 - Homeless, a runaway, or a foster child
 - Pregnant or a parent
 - An offender

- An individual who requires additional assistance to complete an educational program, or to secure and hold employment.
 - Additional assistance as defined by the WorkLink WIB is “An individual who requires additional assistance to complete an education program, or to secure and hold employment, or lacks reliable transportation, or is in need of work-readiness skills to include soft skills, life skills, occupational skills, and lack of work experience for youth ages 17- 21.”

7.2.18 The Grantee will obtain basic skills scores, for youth entering the Adult or Dislocated Worker program prior to completion of the SCWOS eligibility determination application. Primarily the Test for Adult Basic Education (TABE) shall be used, unless otherwise approved by the WIB. Other Basic Skills tests from a State approved educational facility can provide basic skills testing scores up to 6 months prior to enrollment. For other basic skills tests approved by DOL, reference TEGL 17-05.

7.2.19 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; for Youth, it is education and skills-attainment.

7.2.20 The Grantee shall not enroll eligible youth under the Youth funding streams. The Grantee should refer Youth applicants 21 and younger to the Youth Service Provider as appropriate.

7.2.21 The WorkLink WIB 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.

7.3.0 Application and File Requirements

7.3.1 The Grantee shall follow the WIA Local Instruction Letter, PY'10-05, “File Management and Record Retention Policy.” General guidelines for Case Management files include:

- All eligibility files are the ultimate responsibility of the Grantee.
- The participant’s file is maintained in the office where the participant was certified.
- There is only one hard file for each participant per application.
- The file is to be kept for five years after the 12 month follow-up procedures are completed.
- In-region transfers do not require WIB 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.*

7.3.2 The Grantee will be responsible for the completion, distribution, and maintenance of all required WIA 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 Investment Board.

- 7.3.3 Adults and Dislocated Workers, over age 21, require completion of the Core Application. The Application and the procedures for completion are provided through the SC Works Online System and its Procedures Manual.
- 7.3.4 Applicants will not be determined eligible until the Grantee receives all applicable documents. The Grantee will verify that the applicant has received Core Services at the Workforce Center. Through interaction with participants accessing Core 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.
- 7.3.5 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 WIB.
- 7.3.6 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.
- 7.3.7 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.
- 7.3.8 The Grantee shall retain the original copy of the eligibility application and back-up documentation for data validation.
- 7.3.9 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. The Grantee shall provide usernames and passwords to the customer registering in SCWOS and provide instructions to customers on how to update a password to protect their privacy.
- 7.4.0 **Referral to Intensive Services**
- 7.4.1 Eligible WIA applicants, who are not successful in acquiring self-sufficient, unsubsidized employment through Core Services offered at the applicable Workforce Center(s), may be referred to Intensive Services for enrollment into WIA.
- 7.4.2 The decision to recommend or not recommend the applicable WIA Adult or Dislocated Worker for Intensive Services shall be made by the Grantee, and documented in the management information system (SC Works Online System, SCWOS).

- 7.4.3 The decision to recommend or not recommend the WIA Adult or Dislocated Worker for Intensive Services shall be based on the conclusion that:
- The WIA customer is in need of Intensive Services;
 - The customer meets any eligibility priorities that may be established by the WorkLink Workforce Investment Board;
 - For under-employed individuals, a determination needs to be made that Intensive Services are necessary to obtain employment that leads to self-sufficiency.

7.4.4 Customers that are not recommended for Intensive Services shall continue to receive other Core-level and partner services in the Workforce Center.

7.4.5 When a customer is referred to WIA services, the Grantee completes the WIA eligibility determination application in the SC Works Online System (SCWOS). The Grantee then enters the participant in the first WIA Intensive Service in the SCWOS system, signaling the date of participation. Participants count in performance once they receive their first staff assisted WIA service.

7.5.0 Assessment and Individual Employment Plan

7.5.1 Assessment involves gathering information, appraising, analyzing, and using it to assist participants. Section 134(d)(2)(C) of the Workforce Investment Act describes

7.5.2 Assessment and IEP services and places them in the context of the Intensive Services that may be delivered to Adult and Dislocated Worker participants:

- “(C) Types of services.--Such intensive services may include the following:
- (i) Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include--
 - (I) diagnostic testing and use of other assessment tools; and
 - (II) in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
 - (ii) 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.”

7.5.3 Assessment identifies skills strengths and deficiencies and attitudes relating to vocational training, basic education, and employment. It may be used for career discovery and specific job applications. It forms the basis for center 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. Any assessments that the Grantee chooses to use shall be reviewed by the Administrative Entity prior to implementation.

- 7.5.4 Assessment relates to achievement of customer goals. Specifically:
- A) Adequate basic education skills and work background for the choice of services or jobs.
 - B) Required occupational tasks and skills customers must develop to achieve their goals.

- C) Realistic job seeking skills and the work maturity (attitude) to get and keep a job.
- D) Sources of additional support needed for success and the agencies that can provide this support.

7.5.5 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 WIA.

7.5.6 Case managers shall be required to provide on-going assessment of participant's capabilities and potential for obtaining educational, employment and training goals, and the need for supportive services.

7.5.7 The Grantee shall select appropriate assessment tools to use, and have them approved by WorkLink WIB Staff prior to implementation.

7.5.8 The Individual Employment Plan (IEP) is developed based on the results of the completed comprehensive assessment. The IEP shall identify primary educational and employment goals, describe the training activities and appropriate services the Adult or Dislocated Workers will receive to achieve those goals.

7.5.9 The IEP 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 WIA 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.

7.5.10 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.

7.6.0 WorkKeys®

7.6.1 All participants shall be assessed for the WorkKeys® Certificate Assessments. All those that are assessed as ready shall take the WorkKeys® Certificate Tests (Locating Information, Applied Mathematics, and Reading for Information). All those that are assessed as not ready shall be referred to skills upgrading for WorkKeys® Remediation.

7.6.2 The Grantee shall designate (at a minimum one) WorkKeys® test proctors for the region.

7.6.3 The WorkKeys® proctors shall coordinate all WorkKeys® activities within the WorkLink Workforce Investment region. The WorkKeys® proctors will collaborate with the SC Works Coordinators (if different) in each location to schedule testing for each WorkLink area SC Works Center.

7.6.4 When applicable, WorkKeys® proctors shall work closely with WorkLink Staff in order to fulfill employer WorkKeys® agreements associated with regional businesses incumbent or new workforce.

7.6.5 The Grantee's WorkKeys® staff member shall coordinate all interaction between the local area and ACT including, but not limited to, ordering of supplies and testing materials, packaging, return shipping, and equipment issues.

7.7.0 Case Management

7.7.1 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 investment activities and supportive services, using, where feasible, computer-based technologies; and
- To provide job and career counseling during program participation and after job placement.

7.7.2 Intensive Case Management 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.
- Use of the IEP benchmarks to measure progress such as increasing TABE, WorkKeys, 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, intensive 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 WIB priority.
- Follow-up services 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.

7.7.3 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.

7.7.4 Intensive 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 Core, Intensive, and Training Services is posted in the SCWOS Staff Online Resources Section of SCWOS.

7.7.5 A curriculum of Intensive Service Workshop services shall be submitted to WorkLink for approval. Any changes to the curriculum must also be submitted. Curriculum shall be available in all three counties; however, curriculum may be modified to meet the participant's need.

7.7.6 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.

7.7.7 *Caseload Report*

7.7.8 The Grantee shall maintain a case load report for each case manager that may be made available to WorkLink upon request. The following type of information shall be captured: Last Name, First Name, State ID, Case Manager, SC Works Center, Funding Stream, Highest Level of Education, Barriers to Employment, Training Focus, Status of Training, Anticipated Completion Date, Workkeys level, Soft Skills training Completed, Computer literate, Work History cluster, Desired Occupation, Pay requirements, Miles willing to travel, notes, Exit status, and reason for exit.

7.7.9 *Case Notes*

7.7.10 The Grantee shall include information in case notes related to the individual's WIA participation. They should include meaningful, additional information related to WIA/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. Case notes are not required to be in the hard copy of the file. If a case note is placed in the file, then the participant must sign the case note.

7.7.11 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.

7.7.12 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.

7.7.13 *Participant Activity Codes*

7.7.14 Case Managers are required to enter and maintain appropriate WIA 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.

7.7.15 *Job Placement*

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

7.7.17 Other Intensives Services Allowable Under WIA (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

7.8.0 **Referral to Training Services**

7.8.1 The decision to recommend or not recommend the applicable WIA Adult or Dislocated Worker for Training Services shall be made by WIA staff.

7.8.2 WorkLink adopted the six criteria for approval of training based on Trade Adjustment Act criteria. The Intensive Services Case Manager’s decision to recommend or not recommend the WIA 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.

7.8.3 The decision to recommend or not recommend the applicable WIA Adult or Dislocated Worker for training services shall be made by the Case Manager following an assessment and IEP.

7.8.4 If a participant is deemed in need of training, the participant must select training programs (classroom

training and On-the-Job Training) that are directly linked to the employment opportunities in the local area involved.

7.8.5 When the Case Manager does not recommend the participant for Training Services, then the participant shall continue receiving other Intensive Services until exited from the WIA program.

7.8.6 All WIA participants approved for training must have an Individual Training Account (ITA) entered in an ITA Tracking System designated by Henkels and McCoy, Inc. Obligations and expenditures must be available at any time at the request of WorkLink, SC DEW or US DOL.

7.8.7 The IFT tracking system in SCWOS is now available for WIA. Data entered into the IFT tracking system is optional unless otherwise mandated by WorkLink or the State. WorkLink will notify Case Managers of any requirements in the use of the IFT system.

7.9.0 Training Services Coordination

7.9.1 The Grantee is responsible for coordinating all Training for participants in the WIA program. WorkLink currently offers two types of training: On-the-Job and Classroom Training.

7.9.2 To be eligible to receive training services, an individual must receive at least one intensive service, have been unable to obtain or retain employment through such services, have the skills and qualifications to successfully participate in select training programs that are directly linked to employment opportunities in the local area, and be unable to obtain other grant assistance, including Pell grants, or need assistance above the levels provided by such other grants.

7.10.0 Referral to On-The-Job Training

7.10.1 All WIA participants shall be screened for On-the-Job Training. Appropriate customers should be referred to the On-the-Job Training contract writer.

7.10.2 Case Managers shall closely and continuously coordinate with the OJT Contract Writer to ensure that the referred WIA Adult or Dislocated Worker has first received, at a minimum, the following Intensive 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
- WorkKeys® is a requirement for all WIA participants in the WorkLink Workforce Investment Area.

7.10.3 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.

7.10.4 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.

7.10.5 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.

7.11.0 On-the-Job Training

7.11.1 On-the-Job Training (OJT) is one strategy for individuals to receive training funded through WIA. 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.

7.11.2 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.

7.11.3 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. 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.

- 7.11.4 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.
- 7.11.5 The Grantee 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/>).
- 7.11.6 *OJT Contract Minimum Standards*
- 7.11.7 An employer 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 OJT with an employer and ensures there is a legally binding agreement between the employer and the OJT provider. Contracts are the terms and conditions that the employer and OJT provider agree to provide for an OJT experience.
- 7.11.8 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 shall write contracts for no less than \$10.47/hour. The target hourly wage is subject pending Board direction.
 - 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.
 - Classroom training may lead to OJT, but may not be entered into simultaneously. In this circumstance, the OJT occupation must be directly related to the WIA-funded classroom training.
 - Although there is no legal limit to the duration of training, WorkLink has historically kept the length of training range at eight weeks (320 hours) to twelve weeks (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, defined as working 30 hours per week or more. Employers will not be reimbursed for hours worked over 40 hours per week.
- 7.11.9 At a minimum, an OJT contract must comply with the requirements of WIA rules and regulations including identifying the occupation, skills and competencies to be learned, and the length of time the training will be provided.
- 7.11.10 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 will be placed in the participant's file.

7.11.11 The IEP must include On-the-Job Training as part of the participant's path to unsubsidized employment.

7.11.12 *OJT Training Plans*

7.11.13 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.

7.11.14 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.

7.11.15 In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, level of difficulty, and the participant's IEP. The level of difficulty is determined from an assessment of the job description.

7.11.16 *Invoicing*

7.11.17 Payments to employers for OJT shall be in compliance with WIA program guidelines. Payments to employers are in compensation for the "extraordinary costs" associated with training participants.

7.11.18 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.

7.11.19 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.

7.11.20 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/time cards) 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.

7.11.21 *Monitoring*

7.11.22 Monitoring is the responsibility of both the State and the WorkLink WIB. However, Monitoring at the Grantee level should include oversight of the participant training and corresponding employer payroll records. To ensure validity and propriety of the reimbursement amounts claimed, and that the training for which the contract is written is actually delivered, on site monitoring of OJT employers is required.

7.11.23 The on-site monitoring of the OJT 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.

7.12.0 Classroom Training Services

7.12.1 When WIA Adult or Dislocated Worker participants are not successful in acquiring or retaining self-sufficient, unsubsidized employment through Core Services and Intensive Services, they may be recommended for training services. In addition to On-the-Job Training, options for the participant are occupational skills training, entrepreneurial training, adult education with occupational skills training, GED Training or Adult Education, and registered apprenticeship training.

7.12.2 The responsibilities of the WIA Case Manager during Training Services include the following:

1. Career counseling to encourage completion of the IEP;
2. Review customer prerequisites for training, including career planning and using labor market information;
3. Assist with Individual Training Account application and non-WIA 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 WIA services with other SC Works Center partners;
7. Coordinate training to placement activities; and
8. Offer supportive and follow-up services.

7.12.3 Allowable training services that the Case Manager may provide to the WIA 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 WIA participant are:

Occupational Skills Training ETP

- Use this code for Occupational Skills Training where the provider and course are on the Eligible Training Provider (ETP) List regardless of the fund source.
- State policy requires that all Adults and DWs that enter Occupational Skills Training funded by WIA or TAA must enroll in courses on the State Eligible Training Provider List.

Adult Education w/Occupational Skills Training:

- Use this code when Adult Education and/or Literacy activities are provided in combination with occupational skills training. For example, the participant is enrolled in an Associate Degree Program at your local technical college, but is required to take remedial reading and/or math along with the prescribed curriculum.
- Use this code when the provider and course are on the Eligible Training Provider (ETP) List regardless of the fund source.

GED Training or Adult Ed HS Diploma

- Use this code for participants who are attending an organized program of study to obtain their GED or attending Adult Education to complete credits for a high school diploma. This code may include the following types of programs:
 - Adult Education Programs (GED or High School credit); or
 - GED Prep programs at technical colleges or private training institutions; or
 - Computer-based GED Prep programs offered at the SC Works Center (such as Aztec). Attendance documentation and regular progress assessments will be required for these computer-based programs.

Occupational Skills Training, Non-ETP

- Use this code for Occupational Skills Training where the provider and course are not on the Eligible Training Provider (ETP) List and a partner program is paying for the training.

Registered Apprenticeship ETP

- Use this code for apprenticeship programs registered under the National Apprenticeship Act (NAA).
- Entities approved to provide registered apprenticeship programs under the NAA must apply and be placed on the State Eligible Training Provider List (ETP) prior to the beginning of the training. (Note: The entity will not be the local technical college, even though the training may take place there.)
- The entity approved to provide the registered apprenticeship (not the technical college) is the only entity eligible to issue the registered apprenticeship certificate.

7.12.4 Intensive Services shall be provided throughout training by the Intensive Services Grantee, including job development attempts and job searches. Intensive Services should be given emphasis during the last quarter of a participant's scheduled training. Note: As a rule, a participant should be exited within nine months of successfully being placed in employment (and receiving training).

7.13.0 Customer Choice

7.13.1 Customer choice is a guiding principle of WIA 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. [Section 134(d)(4)(F)]

7.13.2 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.

7.14.0 Industry Clusters

7.14.1 WorkLink has identified five in-demand, high-growth industry clusters for which WorkLink WIA 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; and Retail Trade. These industries are subject to change; WorkLink WIB will notify the provider in writing of any changes made.

7.15.0 Eligible Training Provider List

7.15.1 WIA 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 WIA program operator's fiscal system for vouchers or purchase orders.

7.15.2 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.

7.16.0 Individual Training Accounts

7.16.1 Under the Workforce Investment Act (WIA), classroom training for individual adults and dislocated

workers must be provided through Individual Training Accounts (ITA's). [Reference – PL 105-220 Section 134 (d) (4) (G)]. Note that On-the-Job Training costs are not counted in tracking ITAs.

7.16.2 Obligations and expenditures must be available at any time at the request of WorkLink, SC DEW or US DOL. The Grantee shall use SCWOS to track the ITAs, obligations and expenditures as well as an internal method of capturing any data not reported by SCWOS.

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

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

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

7.17.0 Training Cap

7.17.1 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.

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

7.18.0 Support Services

7.18.1 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 WIA funds. (20 CFR 664.440) An identified supportive service need must be documented in an assessment and incorporated into the IEP.

7.18.2 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.

7.18.3 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 WIA/TAA.

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

7.18.5 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 WIA supportive services funds, and any guidelines established by the WorkLink Workforce Investment Board. Case managers must follow WorkLink's policy in determining eligibility for receipt of supportive services.

7.18.6 Supportive services (using WIA 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.

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

7.18.8 With the exception of transportation reimbursement, no supportive service may be paid directly to the participant. Supportive Services should be issued directly to the provider of service. The following supportive services are allowable for eligible WIA participants:

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

7.19.0 Needs-Related Payments:

7.19.1 Needs-related payments provide financial assistance to participants for the purpose of enabling individuals to participate in training and are one of the supportive services authorized by WIA. Needs-related payment policies are set by local areas.

7.19.2 In order to be eligible to receive needs-related payments, Adults must:

- Be unemployed; and
- Not qualify for, or have ceased qualifying for, unemployment compensation; and,
- Be enrolled in a program of training services under WIA.

7.19.3 In order to be eligible for needs-related payments, Dislocated Workers must:

- Be unemployed; and
 - Have ceased to qualify for unemployment compensation or trade readjustment allowance under TAA; and,
 - Be enrolled in a program of training services under WIA by the end of the 13th week after the most recent layoff that resulted in the worker's eligibility as a DW, or by the end of the 8th week after the worker is informed that a short-term layoff will exceed 6 months. or
- Be unemployed and did not qualify for unemployment compensation or trade readjustment assistance under TAA.

8.0.0 SERVICES TO CO-ENROLLED WIA/TRADE PARTICIPANTS

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

8.0.2 WIA 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.

8.0.3 All TAA participants referred to WIA should be co-enrolled if eligible and suitable for WIA services.

9.0.0 FOLLOW-UP AND RETENTION SERVICES FOR WIA PARTICIPANTS

9.0.1 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.

9.0.2 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.

9.0.3 In developing an effective structure and/or system for follow-up, the following guidelines are provided:

9.0.4 *Case Closures*

9.0.5 At least ninety (90) days prior to their planned completion date (no longer planning future services the IEP goals have been achieved), 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.

9.0.6 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.

- 9.0.7 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.
- 9.0.8 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).
- 9.0.9 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.
- 9.1.0 Follow-Up Requirements**
- 9.1.1 In accordance to WIA Section 663.150(b), 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 WIA). Follow-up will be noted in the SCWOS System.
- 9.1.2 Follow-Up Services are provided to individuals who have exited the WIA 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.
- 9.1.3 The emphasis of workplace counseling activities should be directed to assisting the participant in retaining employment, increasing earnings and completing education requirements when appropriate. 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-WIA services in these strategies. 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.
- 9.1.4 In determining the need for post-placement services, there may also be a review of the participant's need for supportive services to meet the participant's employment goals in the first quarter only.
- 9.1.5 The case manager may work with the employer to help resolve employment issues and to identify opportunities for advancement. If necessary, the case manager should provide assistance in obtaining new employment.

- 9.1.6 Supportive Services for exited participants in Follow-Up Services are necessary from time to time. In order to qualify for Follow-Up supportive services, the individual must be employed during the first quarter after exit and working when the need was determined. The participant must be need assistance in order to maintain employment or obtain a promotion leading to self-sufficiency.
- 9.1.7 The following are allowable supportive services for exited participants still being served through Follow-Up Services:
- o Transportation
 - o Purchase Work Uniforms/Attire
 - o Purchase Work-Related Tools
 - o Housing Assistance
 - o Utilities
 - o Dependent Care
 - o Medical
- 9.1.8 The case manager should help identify the supportive services from WIA and other sources necessary for retaining employment in the first quarter.
- 9.1.9 Follow-up will NOT be required for any individual who exited from the program due to one of the global exclusions (institutionalized, health/medical, deceased, family care, reservists called to active duty, and relocated to mandated residential program).
- 9.1.10 During the follow-up period, if it becomes necessary to utilize WIA services beyond those available through the follow-up component, then re-enrollment into WIA will be required. Follow-up services that may be provided without re-registering the participant into WIA include all of the services described as core and intensive services with the exceptions of work experience, internships and job shadowing. Services that entail ongoing WIA payment support require re-enrollment into WIA. These services include of work experience, internships, job shadowing, and all training services.
- 9.2.0 *Capturing Follow-Up Data*
- 9.2.1 The primary purpose for the WIA 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 WIA program (WP and TAA), either through the hard or soft exit process.
- 9.2.2 Utilizing the guidelines on managing follow-up for WIA 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.

- 9.2.3 The system should include making frequent contacts with participants that are based on timelines that follow the program quarters and are consistent with other key factors, such as: entered employment, employment retention and average earnings
- 9.2.4 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 WIA follow-up services. These procedures provide information that must be followed to ensure the accurate recording in SCWOS of all follow-up services to WIA Adult and Dislocated Worker exiters. Grantee must include this information as part of their standard operating procedures.
- 9.2.5 Continued poor performance will lead to sanctions.
- 9.2.6 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.
- 9.2.7 "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.
- 9.2.8 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.
- 9.2.9 A telephone response from the participant must be accompanied by a written document such as W-2 form, pay stub, 1099 form, or other written documentation. See the WorkLink issued Data Validation Instruction Letter for additional details.
- 9.2.10 Telephone verification of employment with employers is acceptable, but must be documented by the case manager in the participant's case notes and in the automated on-line report developed for these purposes. For self-employed individuals, telephone verification with major clients/contracting entities is also acceptable, but must be documented in the participant's case notes and the on-line report. For adults and dislocated worker, the documentation must reflect employment status for both the first, second, and third after exit. For additional information, see the Data Validation Instruction Letter.
- 9.2.11 Effective follow-up services will help improve WIA 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.

9.2.12 Under WIA the first quarter after the exit quarter is a pivotal measurement quarter for all of the Adult and Dislocated Worker measures. To obtain an “entered employment” the participant must be employed in the first quarter after exit. Only those who are employed in this quarter qualify for consideration for the employment retention and average earning measures. Thus, after the transition to the new job is solidified, the follow-up efforts should focus on employment status in the first quarter after exit. The job does not have to be with the same employer, so re-employment services should be provided when appropriate.

9.2.13 Adult and Dislocated Worker participants, who are employed in the first quarter after exit, will be included in the Retention and Average Earnings measures. Thus, follow-up services during the 2nd and 3rd quarter after exit should continue to emphasize employment retention or re-employment services. Good employment with steady wages will help meet the average earnings change measure.

10.0.0 WIA PARTICIPANT FILE REQUIREMENTS

10.0.1 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 WIA funded training
- Computer generated case notes (requiring customer signature)

10.0.2 Electronic files may be kept as long as they are accessible by monitors from WorkLink, the State of South Carolina, and the Department of Labor. Electronic file records must include participant signatures on all documents. If hard files are kept as well, the Grantee shall use an In/Out guide for file tracking purposes. All original signatures and documents should be maintained in the hard file.

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

Note: The individual’s Official Case File is the electronic SCWOS file. An evidence of service must be on the SCWOS System. SCWOS documents that require an applicant signature, for example WIA Applications, Assessments, and IEPs, must be maintained in the hard copy file.

10.0.4 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.

11.0.1 DATABASE MANAGEMENT INFORMATION SYSTEM

11.0.2 The Grantee is to use the South Carolina Works Online System (SCWOS) as the real-time, on-line reporting system for WIA 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 WIA Instruction Letters

11.0.3 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. Social Security Numbers shall be marked out in all records unless for the sole purpose of employment.

11.0.4 The Grantee should maintain and be knowledgeable of all active WorkLink WIA/SCWOS Instruction Letters

12.0.0 PERFORMANCE STANDARDS

12.0.1 SC Works Center Coordination Deliverables:

- 1. Business Plans for each Center (or one Business Plan for region with subsections for each Center)
- 2. Executed Memoranda of Understanding Resource Sharing Agreements and Cost Allocation Plan, includes timely, quarterly reconciliation of Resource Sharing Agreements and Cost Allocation Plans
- 3. At a minimum, meets all performance measures (common measures, Business Plan, WIB goals, customer satisfaction, etc.)
- 4. Ongoing, executed Staff Development and Training plan for all partners
- 5. Maintain (and expand if necessary) Access Points and SC Works On-the-Go service locations
- 6. At a minimum, meet negotiated contractor goals (i.e. expenditure levels, enrollments, training levels, etc.)
- 7. Increase in partnerships in the SC Works Centers (co-location)
- 8. Established, functioning partnerships with Economic Development, Chambers of Commerce, and the Business Community on behalf of the SC Works System
- 9. Functional, integrated SC Works Business Team(s) that work with existing community business representatives
- 10. Increase in market penetration (new employer use of the Center and repeat business)
- 11. Ongoing participation in workforce development related community events
- 12. Ongoing collaboration and information sharing with the WIB staff
- 13. Other goals that support the Scope of Work

12.0.2 The Number of Participants to be Served

Category	New Enrollments
Adults	217
Dislocated Workers	163
Total	380

12.0.3 An attempt to fill participant slots will be distributed fairly as follows:

Adult Program:	Anderson County	51%
	Oconee County	19%
	Pickens County	30%
Dislocated Worker Program:	Anderson County	48%
	Oconee County	18%
	Pickens County	34%

12.1.1 Performance Measures

12.1.2 The WorkLink Workforce Investment Board initial performance goals were established for this Workforce Investment Area. The Workforce Center, including the operator/host, partners, and Grantees of the WIB, will be expected to meet these goals.

12.2.2 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 Investment Area.

The below performance measures are those from PY'11. The Grantee will be notified of updated performance measures for PY'12 as they become available.

Adults:	Entered Employment	60%
	Employment Retention	82.0%
	Average Six-month Earnings	\$10,813
Dislocated Worker:	Entered Employment Rate	64.0%
	Retention Rate	87.8%
	Average Six-month Earnings	\$12,000

13.0.0 REPORTING

13.0.1 Monthly and Quarterly Reports: Routine monthly and quarterly written reports shall be due by the eighth (8th) calendar day of the month following the month being reported on.

13.0.2 The Grantee shall submit the following reports to the Workforce Investment Board staff:

Must be available upon request:

- a) Customer Service Satisfaction Report (includes Resource Room, staff, workshops and SC Works On-the-Go activities);
- b) Resource Room schedules;
- c) Partner Schedules;
- d) Current inventory log;
- e) Off-site Eligibility Determination log accompanied by WIB approval;
- f) Veteran's Log

Due by the end of the 8th day of each month:

- g) SC Works Center Usage Report – to include customers served (unduplicated and duplicated); job development attempts; entered employments; activities provided; etc.
- h) SC Works Coordination Report – to include activities such as Rapid Response and TAA activities, community events, SC Works On-the-Go activities, Outreach initiatives, staff training and development synopsis, and other topics of note;
- i) WIA 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
- j) Status of goals and budget flow;
- k) Workshop calendar;
- l) WorkKeys Testing Documentation;
- m) Financial Reports;

Due within 15 calendar days of the end of the Quarter:

- n) Sub-Grantee Monitoring Reports (at the end of the 3rd Quarter only)
- o) Partner Meeting Minutes (including Consortium)
- p) Internal Monitoring Report;
- q) Three (3) success stories;
- r) Quarterly WIA Title I-B File Review synopsis
- s) Complaint log; and
- t) Performance Matrix

13.0.3 The Grantee will conduct a quarterly review with each Intensive Services Case Manager at his/her assigned SC Works Center location. A 10% file review, not to exceed 100 files, is required. A written report is to be submitted to the WorkLink Workforce Investment Board with findings and observations for monitoring purposes quarterly. Along with the report, a list of the participant's usernames, State Ids, and App Ids should be submitted. These reports are due no later than October 15, 2012; January 15, 2013; April 15, 2013; and June 30, 2013.

13.0.4 The Grantee shall keep accurate records, for the purposes of regional strategic planning, of all WorkKeys® activities including WIA participant assessments and WorkKeys® projects for business. WorkKeys® records are to include, at a minimum, numbers assessed, accurate expenditure records, and WorkKeys® levels associated with those assessed. These reports should be submitted to the WorkLink Staff no later than the 12th of the following month.

13.1.0 Financial Reports

13.1.1 Financial reports will be prepared and submitted to the WIB Office by the 12th day of the following month. Financial Reports include:

- Monthly request for payment
- Payroll Register
- Supportive Services Check Register
- General Ledger
- YTD Expenditure Reports
- Contract Obligations by Fund Stream
- ITA Obligations (and encumbrances) by Fund Stream and by Program Year

13.1.2 The original copy of the financial report will be mailed to the following address:

Finance Director
 WorkLink Workforce Investment Board
 511 Westinghouse Rd
 Pendleton, SC 29670

13.1.3 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.

13.1.4 The Grantee must expend 90% of the Grant funds in this grant budget by June 30, 2013. Performance shall be based on ability to expend funds in a timely manner, and on the accuracy of financial records and reporting.

13.1.5 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 WIB. Grant modification requests will be accepted between October 1 and March 31. Requests for

modifications must be made in writing at least 2 weeks prior to the next scheduled Workforce Skills and Education Committee. Requests must be submitted on the forms provided to you by WIB staff.

- 13.1.6 The Grantee shall follow generally accepted accounting principles, guidance provided by Department of Labor, the State of South Carolina, the WorkLink Workforce Investment Board, and the Appalachian Council of Governments, regarding Workforce Investment Act funds.
- 13.1.7 Accurate, current and complete disclosure of the financial results of WIA 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 WIB 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 WIA grants, the LWIA 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.
- 13.1.8 The Grantee shall report monthly using the Individual Training Account (ITA) database, expenditure report, and invoices by no later than the 12th day of the month. Obligations and accruals are not the same thing. The Grantee shall report obligations by fund stream that are supported by ITAs, valid purchase orders, grants, and other written agreements.
- 13.1.9 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 information shall be made available to the WIB upon request throughout the year, and shall be reported monthly to the WIB.
- 13.1.10 Financial closeouts will be due to the WorkLink WIB staff by August 10, 2013. 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.
- 13.1.11 Invoices for reimbursements will not be processed if monthly financial reports are delinquent. All invoices and appropriate reports shall be delivered to the WorkLink address no later than the 12th of each month.
- 13.1.12 Any incentive/bonus wages set-aside in the associated grant budget worksheet(s) shall be distributed to WIA-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 WIB. 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.

13.1.13 This is a reimbursable grant, therefore, funds must be expended by the Grantee before a request is made to the WIB for reimbursement. The closeout package must reflect any payments made after the grant period that applies to expenses incurred during the grant period.

14.0.0 DISALLOWED COSTS

14.0.1 The Grantee shall reimburse any and all costs determined to be disallowed costs in connection with the activities in this grant from non-WIA fund sources. All suspected incidences of disallowed cost should be reported immediately to the WorkLink WIB staff.

14.0.2 The WorkLink Workforce Investment Board understands that WIA funded staff are employees of the Grantee. However, WIA uses Federal Funds that are intended for use as specified in the Act and Regulations.

14.0.3 WIA 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 WIA, SC Works, or the Workforce Investment Board may be considered disallowed costs.

15.0.0 PROCUREMENT/UTILIZATION OF PROPERTY

15.0.1 The Grantee is held accountable for any WIA 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.

15.0.2 Property and/or equipment will be inventoried at least yearly and a copy of the inventory sent to the WIB office. WIB 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."

15.0.3 The Local Workforce Investment Areas (LWIAs) 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.

15.0.4 All equipment is intended for the purpose of providing WIA services. All equipment purchased with WIA dollars is to only be used for WIA services.

- The SC Works On-the-Go van shall remain the property of WIA and thus the property of WorkLink. If the Grantee chooses to utilize the SC Works On-the-Go van, the Grantee shall hold the title and appropriate insurance while in possession of the van. The van shall be returned to WorkLink upon dissolution of the grant.

15.0.5 At the end of this grant period, all usable property, including intellectual property, and regardless of value, must be returned or given to the WIB for continuance of WIA services.

16.0.0 ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES

16.0.1 The parties to this agreement shall cooperate and adhere to all personnel administration and financial policies and procedures as issued WorkLink Workforce Investment Board, Appalachian Council of Governments, SC Department of Employment and Workforce, and Department of Labor.

16.0.2 Program Administration will be monitored by WIB staff on an on-going basis for compliance with the Act, Regulations, Statement of Work, financial reporting, Data System reporting, and other administrative instructions.

16.0.3 If deviations in any area are deemed serious, the WIB will be so advised and may elect to begin sanction procedures.

16.0.4 The Grantee will keep a log of all complaints received and the disposition of such complaints. The Grantee will advise the WIB Executive Director immediately if a complaint is filed. This report is due on the 12th day after a quarter ends.

16.0.5 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.

16.0.6 The Grantee agrees to comply and to require its officers, employees and agents to comply with all applicable WorkLink, Department of Employment and Workforce, WIA Division, or United States Department of Labor statutes or regulations regarding confidentiality in the operation of WIA funded programs.

16.0.7 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.

16.1.0 Grantee Central Files

16.1.1 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 Investment 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.

16.2.0 Staffing

16.2.1 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 WIA funds may only perform WIA duties when they are charging to WIA on their time sheets. Timesheets shall be made available to WIB staff during monitoring. The WorkLink WIB reserves the right to provide input into hiring and termination of WIA-funded staff.

16.2.2 The Grantee will submit to WIB staff in writing the following items:

1. The names of New WIA hires or resignations/terminations for any reason;
2. 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 WIA Orientation from WIB; and
4. A request to meet WIB staff.

16.2.3 The Grantee shall schedule appropriate training sessions for all new and existing WIA- funded staff, including scheduling an orientation session with the WIB staff within one week of WIA employee’s start date.

16.2.4 The Grantee shall have all part- and full-time staff participate in and support professional development efforts initiated or approved by the WorkLink Workforce Investment Board, to include regularly scheduled grantee meetings and appropriate conferences and workshops.

- 16.2.5 Travel outside of the WorkLink region requires written Executive Director approval prior to the expenditure of WIA funds.
- 16.2.6 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.
- 16.2.7 To comply with the nondiscrimination provisions in Section 188 of the Workforce Investment 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. The Grantee will take every possible measure to serve individuals with physical disabilities.
- 16.2.8 The Grantee shall provide ongoing training to Workforce Investment 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.
- 16.2.9 The Workforce Investment Act is an Equal Opportunity Program. Accommodations will be made for individuals with disabilities.
- 16.2.10 With the increased emphasis on customer satisfaction under the Workforce Investment 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 WIB.
- 16.2.11 Staff should not be absent from the SC Works without adequate coverage.

16.3.0 Monitoring

- 16.3.1 On-site programmatic, Equal Opportunity, and financial monitoring will be completed at least once (but not to exceed twice) during the period of this agreement. WIB 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.

16.4.0 Record Keeping Requirements

- 16.4.1 Records will be maintained per Section 185 of the Workforce Investment Act of 1998.
- 16.4.2 The Grantee should follow the procedures set forth in the File Retention and Records Keeping policy for file management and storage.

16.4.3 *Time Keeping Requirements for WIA Grantee Staff and WIA Participants*

16.4.4 The grantee shall document and maintain time and attendance records as follows:

16.4.5 *WIA Grantee Staff*

16.4.6 Record of WIA 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.

16.4.7 *WIA/TAA Participants*

16.4.8 A time sheet or record of hours spent in Intensive and/or Training Services shall be maintained in the participant's hard file.

16.5.0 Payments to WIA Participants

16.5.1 WIA participants may be eligible to receive supportive services payments and/or needs-based payments. The grantee shall make these payments directly to WIA 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 Investment Area from non-WIA fund sources.

16.6.0 Insurance for WIA Participants

16.6.1 The Grantee shall provide insurance coverage for participants as follows:

16.6.2 *Classroom Training and Customized Training*

16.6.3 Adequate Accident Insurance Coverage for WIA participants shall be provided while they are participating in training.

16.7.0 Recouping of Non-Expendable Training Equipment

16.7.1 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 WIA participant concludes early. The policy should be submitted for review by WorkLink.

17.0.0 SANCTIONS

- 17.0.1 The WorkLink Workforce Investment 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. Reference Local WIA Instruction Letter PY'09-04 Sanctions and Rewards Policy.
- 17.0.2 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 will issue sanctions.

18.0.0 PROGRAM OVERSIGHT

- 18.0.1 The Grantee acknowledges the right and responsibility of the WorkLink Workforce Investment Board, the SC Department of Employment and Workforce, and the US Department of Labor and/or their representatives under the provisions of the WIA 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 WIA funded program activities.

19.0.0 WIA TERMS AND CONDITIONS

- 19.0.1 The terms and conditions for this grant are attached. The Grantee will adhere to all areas listed in the WIA Terms and Conditions.

20.0.0 GRANT MODIFICATION

- 20.0.1 Any change in this Grant or documents a part hereof, can be changed only by means of an official modification of this Grant.
- 21.0.2 The amount of this Grant may be increased with the approval of both parties, if the Workforce Investment Area has funds available, and it is determined by the Workforce Investment Board to be in the best interest of the Workforce Investment 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 April 1, 2013.

22.0.0 GRANT CLOSEOUT

- 23.0.1 Grants will be closed-out by August 12th 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 WIB staff.

24.0.0 COMPLIANCE WITH SECTIONS 188 OF THE ACT AND 29 CFR PART 38

24.0.1 As a condition to this award of financial assistance from the Department of Labor under Title I of WIA, the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Investment Act of 1998;
- b. Title VI of the Civil Rights Act of 1964, as amended;
- c. Section 504 of the Rehabilitation Act of 1973, as amended;
- d. The Age Discrimination Act of 1975, as amended;
- e. Title IX of the Education Amendments of 1972, as amended;
- f. 29 CFR Part 37 and all other regulations and instruction letters implementing the above.

24.0.2 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.

24.0.3 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.

24.0.4 The grantee understands that the United States has the right to seek judicial enforcement of this assurance.

25.0.0 EFFECTIVE DATE OF GRANT

25.0.1 The effective dates of this Grant are May 31, 2012 through June 30, 2013.

ATTACHMENT I

SC WORKS

ANDERSON-OCONEE-PICKENS

Six Criteria Determination of Needs for Training

Individual must meet all six criteria:

1. **No Suitable Employment**
 - In or outside commuting area, no reasonable prospect in foreseeable future
 - Work of substantially equal or higher skill level and at wages not less than 80%
 - No prospect of recall

2. **Would Benefit from the Training**
 - A comprehensive assessment has been provided to determine ability to undertake, make satisfactory progress and complete and documented
 - Individuals with disabilities – must take into account availability and use of assistive and universally designed technologies by the provider

3. **Reasonable Expectations of Employment**
 - Based on objective indicators (LWIB demand occupations list, LMI, etc...) Attached
 - Fair and objective projection of job market conditions at completion. Attached

4. **Training Is Reasonably Available**
 - Public and proprietary schools and union training program – curriculum attached
 - Community - or Faith-based organizations
 - Is within individual's normal commuting area _____ miles

5. **Qualified to Undertake and Complete**
 - Personal qualifications as determined by comprehensive assessment – educational background, physical and mental capabilities, and previous work experience – attached
 - Occupational goal and steps to achieving is documented in IEP
 - Evaluation of adequacy of financial resources (personal and family) has been documented
 - Remaining weeks of UI and TRA in relation to training
 - Other sources of income – family, severance, Pell Grants, scholarships, etc...
 - Fixed financial obligations
 - Part-time employment
 - Evaluation of financial resources completed
 - Case record documented that discussion occurred
 - Determination made that financial resources are available before training is approved
 - When adequate financial resources not available, training must not be approved

6. **Training is Suitable and Available at a Reasonable Cost**
 - Information in the comprehensive assessment documents appropriateness of the training
 - Costs of training including the tuition and related cost, i.e., books, tools, uniforms, goggles, work-boots, etc., laboratory and other academic fees, travel or transportation and subsistence - (budget attached)
 - Training at a Reasonable Cost (within Training Cap)
 - First consideration to lowest cost training in commuting area
 - Costs of training not unreasonably high in comparison with average costs of training in similar occupations with other providers
 - Training is substantially similar in quality and content and similar results cannot be obtained from lower cost training.

606 (12/7/09)

WORKFORCE INVESTMENT BOARD
 Pendleton District Workforce Investment Area
GRANT BUDGET SUMMARY

Service Provider: Henkels & McCoy, Inc. Contract # _____

Project/Activity: SC Works Operator Funding Source: WIA, Adult & DLW Formula Funds Modification # _____

Line Items	ADULT	DLW	Administrative	Non-Administrative	Total Budget Amount
Salaries & Fringe Benefits	\$ 442,179.47	\$ 325,816.45		\$ 767,995.92	\$ 767,995.92
Facilities/Rent Costs (space)	\$ 48,562.39	\$ 35,782.81		\$ 84,345.20	\$ 84,345.20
Non-Expendable Equipment Costs	\$ 18,613.20	\$ 13,714.99		\$ 32,328.20	\$ 32,328.20
Operating Expenses	\$ 53,176.98	\$ 38,183.04		\$ 92,360.02	\$ 92,360.02
WI Customer Wages and Fringe Benefits					
WI Customer Individualized Training Costs	\$ 120,699.52	\$ 88,936.48		\$ 209,636.00	\$ 209,636.00
WI Customer Supportive Services Costs	\$ 36,350.45	\$ 26,784.55		\$ 63,135.00	\$ 63,135.00
WI Customer Needs-Based/Needs-Related Payment Costs					
WI Payments to Employers Costs	\$ 64,689.09	\$ 47,650.91		\$ 112,320.00	\$ 112,320.00
Staff Training/Tech Services Costs	\$ 3,454.55	\$ 2,545.45		\$ 6,000.00	\$ 6,000.00
Other Direct Costs	\$ 34,102.12	\$ 25,127.88		\$ 59,230.00	\$ 59,230.00
Training Fees/Professional Fees/ Profit	\$ 47,408.53	\$ 34,932.60		\$ 82,341.13	\$ 82,341.13
Indirect Costs	\$ 80,783.70	\$ 59,524.83		\$ 140,308.54	\$ 140,308.54
Total Budget Costs	\$ 950,000.00	\$ 700,000.00	\$ -	\$ 1,650,000.00	\$ 1,650,000.00
Percentage of Budget	57.58%	42.42%		100.00%	
Cost Limitations		2% Maximum		At least 98%	100%

Audit = 0.70%

WORKFORCE INVESTMENT BOARD
 Pendleton District Workforce Investment Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Henkels & McCoy, Inc.
 Contract # _____
 Project/ Activity SC Works Operator
 Funding Source WIA, Adult & DLW Formula Funds
 Mod # _____

STAFF & INDIRECT COST - BUDGET SUMMARY

SALARIES, FRINGE BENEFITS, & INDIRECT COST	TOTAL AMOUNT			ADULT		DLW		ADMINISTRATION		NON-ADMINISTRATIVE		
	Staff Salaries: Position Title	Salary Per Month	No. of Months	% of Time	%	Amount	%	Amount	%	Amount	%	Amount
1. Regional Manager	\$ 8,283	12	20%		57.58%	\$ 11,425.33	42.42%	\$ 8,418.67			100%	\$ 19,844.00
2. Project Accountant	\$ 3,839	12	25%		57.58%	\$ 6,631.85	42.42%	\$ 4,866.48			100%	\$ 11,518.13
3. PM Data-Fiscal Analyst	\$ 3,782	12	15%		57.58%	\$ 3,919.79	42.42%	\$ 2,888.26			100%	\$ 6,808.05
4. Area Manager	\$ 5,673	12	40%		57.58%	\$ 15,678.20	42.42%	\$ 11,552.36			100%	\$ 27,230.56
5. Data-Fiscal Analyst	\$ 3,415	12	50%		57.58%	\$ 11,797.80	42.42%	\$ 8,692.97			100%	\$ 20,490.57
6. PM - Program Compliance	\$ 3,960	12	20%		57.58%	\$ 9,504.00	42.42%	\$ 4,032.00			100%	\$ 9,504.00
7. Continuous Improvement Coord.	\$ 3,240	12	40%		57.58%	\$ 15,552.00	42.42%	\$ 6,597.82			100%	\$ 15,552.00
8. Program Manager (Anderson)	\$ 3,813	12	100%		57.58%	\$ 45,760.00	42.42%	\$ 19,413.33			100%	\$ 45,760.00
9. Program Manager (Liberty)	\$ 3,293	12	100%		57.58%	\$ 39,520.00	42.42%	\$ 16,766.06			100%	\$ 39,520.00
10. Program Manager (Seneca)	\$ 3,420	12	100%		57.58%	\$ 41,040.00	42.42%	\$ 17,410.91			100%	\$ 41,040.00
11. Career Coach (Anderson)	\$ 2,880	12	100%		57.58%	\$ 34,560.00	42.42%	\$ 14,661.82			100%	\$ 34,560.00
12. Career Coach (Anderson)	\$ 2,773	12	100%		57.58%	\$ 33,280.00	42.42%	\$ 14,118.79			100%	\$ 33,280.00
13. Career Coach (Anderson) (OJT)	\$ 2,773	12	100%		57.58%	\$ 33,280.00	42.42%	\$ 14,118.79			100%	\$ 33,280.00
14. Career Coach (Liberty)	\$ 2,700	12	100%		57.58%	\$ 32,400.00	42.42%	\$ 13,745.45			100%	\$ 32,400.00
15. Career Coach (Liberty) (OJT)	\$ 2,773	12	100%		57.58%	\$ 33,280.00	42.42%	\$ 14,118.79			100%	\$ 33,280.00
16. Career Coach (Seneca)	\$ 2,700	12	100%		57.58%	\$ 32,400.00	42.42%	\$ 13,745.45			100%	\$ 32,400.00
17. Career Coach (Seneca) (OJT)	\$ 2,773	12	100%		57.58%	\$ 33,280.00	42.42%	\$ 14,118.79			100%	\$ 33,280.00
18. Workforce Specialist (OJT)	\$ 3,120	12	100%		57.58%	\$ 37,440.00	42.42%	\$ 15,883.64			100%	\$ 37,440.00
TOTAL SALARIES	\$ -	12	100%		57.58%	\$ 540,467.31	42.42%	\$ 229,289.16			100%	\$ 540,467.31
FRINGE BENEFITS:												
Health Insurance			X	27.42%		\$ 148,177.20	42.42%	\$ 62,863.05			100%	\$ 148,177.20
FICA			X	7.65%		\$ 41,345.75	42.42%	\$ 17,540.62			100%	\$ 41,345.75
State UEC-SUI			X	3.44%		\$ 18,592.08	42.42%	\$ 7,867.55			100%	\$ 18,592.08
FUT			X	0.12%		\$ 659.37	42.42%	\$ 279.73			100%	\$ 659.37
SC WC			X	0.40%		\$ 2,161.87	42.42%	\$ 917.16			100%	\$ 2,161.87
Public-General Liability			X	3.07%		\$ 16,592.35	42.42%	\$ 7,039.18			100%	\$ 16,592.35
TOTAL FRINGE BENEFITS						\$ 227,528.61	42.42%	\$ 96,527.29				\$ 227,528.61
INDIRECT COST: RATE	\$ 1,427,350.33	X	9.83%			\$ 140,308.54	42.42%	\$ 59,524.83			100%	\$ 140,308.54
TOTAL COST						\$ 908,304.46	42.42%	\$ 385,341.29			100%	\$ 908,304.46

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
 Pendleton District Workforce Investment Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider: Henkels & McCoy, Inc. Contract # _____
 Project/Activity: SC Works Operator Fund Source: WIA, Adult & DLW Formula Funds Mod # _____

Cost and Price Analysis	Total Cost	ADULT	DLW	Administrative	Non-Administrative
FACILITIES COST *					
Total Cost of Facilities or Rent	\$ 84,345.20	\$ 48,562.39	\$ 35,782.81	\$	\$ 84,345.20
NON-EXPENDABLE EQUIPMENT					
Equipment Rental Cost *					
Non-Expendable Equipment Purchases (Computer Leases)	\$ 26,328.20	\$ 15,158.66	\$ 11,169.54	\$	\$ 26,328.20
Wide Area Network (WAN) Equipment and Computer Softw	\$ 6,000.00	\$ 3,454.55	\$ 2,545.45	\$	\$ 6,000.00
Total Cost of Non-Expendable Equipment	\$ 32,328.20	\$ 18,613.20	\$ 13,714.99	\$	\$ 32,328.20
OPERATING EXPENSES					
Communications					
Local Telephone Cost & Cell Phones	\$ 12,098.21	\$ 6,965.64	\$ 5,132.57	\$	\$ 12,098.21
Long Distance Telephone Cost					
Wide Area Network Lines					
Postage	\$ 5,144.86	\$ 2,962.19	\$ 2,182.67	\$	\$ 5,144.86
Facsimile (Fax)					
Total Cost of Communications	\$ 17,243.07	\$ 9,927.83	\$ 7,315.24	\$	\$ 17,243.07
Staff Travel					
Local Mileage cost	\$ 15,716.95	\$ 9,049.15	\$ 6,667.80	\$	\$ 15,716.95
Non-Local Mileage cost	\$ 3,000.00	\$ 1,727.27	\$ 1,272.73	\$	\$ 3,000.00
Non-Local Per Diem/Lodging Cost	\$ 9,000.00	\$ 5,181.82	\$ 3,818.18	\$	\$ 9,000.00
Total Cost of Staff Travel	\$ 27,716.95	\$ 15,958.24	\$ 11,758.71	\$	\$ 27,716.95
Expendable Supplies and Materials					
Office/Desktop Supplies and Materials Cost	\$ 23,400.00	\$ 13,472.73	\$ 9,927.27	\$	\$ 23,400.00
Copying Cost *	\$ 12,000.00	\$ 6,909.09	\$ 5,090.91	\$	\$ 12,000.00
WI Customer Supplies and Materials Cost *	\$ 12,000.00	\$ 6,909.09	\$ 5,090.91	\$	\$ 12,000.00
Total Cost of Supplies and Materials	\$ 47,400.00	\$ 27,290.91	\$ 20,109.09	\$	\$ 47,400.00
Equipment Maintenance and Repairs Cost* (IT Support)	\$ -	\$ -	\$ -	\$	\$ -
Utilities Cost *(Included in overall Facility Costs above.)					
Total Operating Expenses	\$ 92,360.02	\$ 53,176.98	\$ 39,183.04	\$	\$ 92,360.02

WORKFORCE INVESTMENT BOARD
Pendleton District Workforce Investment Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Henkels & McCoy, Inc. Contract # _____
 Project/Activity SC Works Operator Fund Source WIA Adult & DLW Formula Funds Mod. # _____

Cost and Price Analysis	Total Cost	ADULT	DLW	Administrative	Non-Administrative
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 (Adult Education Skill Upgrade & GED)	\$ 45,696.00	\$ 26,309.82	\$ 19,396.18	\$	\$ 45,696.00
Instructional Supply Cost	\$ 26,250.00	\$ 15,113.64	\$ 11,136.36	\$	\$ 26,250.00
Other Individualized Training Cost (TCTC Pre-Employment Worksho	\$ 50,000.00	\$ 28,787.88	\$ 21,212.12	\$	\$ 50,000.00
Individual Training Account/Voucher Cost	\$ 87,690.00	\$ 50,488.18	\$ 37,201.82	\$	\$ 87,690.00
Total Cost WI Customer Individualized Training	\$ 209,636.00	\$ 120,699.52	\$ 88,936.48	\$	\$ 209,636.00
WI CUSTOMER SUPPORTIVE SERVICES COSTS					
Child Care	\$ 13,260.00	\$ 7,634.55	\$ 5,625.45	\$	\$ 13,260.00
Transportation	\$ 49,875.00	\$ 28,715.91	\$ 21,159.09	\$	\$ 49,875.00
Training Payment Cost (Summer Youth Only)					
Total Cost of Customer Support Services	\$ 63,135.00	\$ 36,350.45	\$ 26,784.55	\$	\$ 63,135.00

WORKFORCE INVESTMENT BOARD
 Pendleton District Workf. Investment Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Henkels & McCoy, Inc. Contract # _____
 Project/Activity SC Works Operator Fund Source WIA Adult & DLW Formula Funds Mod # _____

Cost and Price Analysis	Total Cost	ADULT	DLW	Administrative	Non-Administrative
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)	\$ 112,320.00	\$ 64,669.09	\$ 47,650.91	\$	\$ 112,320.00
Job Creation Payment Cost					
Total Cost of WI Payments to Employers	\$ 112,320.00	\$ 64,669.09	\$ 47,650.91	\$	\$ 112,320.00
STAFF TRAINING/TECHNICAL SERVICES COSTS					
List Type and Amount					
Staff Professional Development Training	\$ 6,000.00	\$ 3,454.55	\$ 2,545.45	\$	\$ 6,000.00
Total Cost of Staff Training/Technical Services	\$ 6,000.00	\$ 3,454.55	\$ 2,545.45	\$	\$ 6,000.00
OTHER DIRECT COSTS					
List Type and Amount					
Community Outreach (Advertising)	\$ 22,320.00	\$ 12,850.91	\$ 9,469.09	\$	\$ 22,320.00
TABE Assessment	\$ 12,850.00	\$ 7,398.48	\$ 5,451.52	\$	\$ 12,850.00
Work Keys Testing	\$	\$	\$	\$	\$
Credential Exam Fees	\$ 23,700.00	\$ 13,645.45	\$ 10,054.55	\$	\$ 23,700.00
Participant Awards & Recognition	\$ 360.00	\$ 207.27	\$ 152.73	\$	\$ 360.00
Total Other Direct Costs	\$ 59,230.00	\$ 34,102.12	\$ 25,127.88	\$	\$ 59,230.00
TRAINING/PROFESSIONAL FEES/PROFIT					
Profit (Professional Fee + 4%) Can be tied to Performance	\$ 71,367.52	\$ 41,090.39	\$ 30,277.13	\$	\$ 71,367.52
Audit Fee	\$ 10,973.61	\$ 6,318.14	\$ 4,655.47	\$	\$ 10,973.61
Total Cost of Training/Professional Fees/Profit	\$ 82,341.13	\$ 47,408.53	\$ 34,932.60	\$	\$ 82,341.13

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

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WORKFORCE INVESTMENT BOARD Pendleton District Workforce Investment Area CLIENT FLOW PROJECTIONS

Service Provider Henkels & McCoy, Inc. Contract # _____

Project Activity SC Works Operator Fund Source WIA Adult & DLW Formula Funds

Period	Clients Served			Clients Exited			Active Clients
	Carryover	New	Cumulative	Positive	Negative	Cumulative	
July-12	600	30	630	30	10	40	590
August-12	590	40	630	30	10	40	590
September-12	590	40	630	30	10	40	590
October-12	590	40	630	30	10	40	590
November-12	590	20	610	30	10	40	570
December-12	570	15	585	30	10	40	545
January-13	545	30	575	30	10	40	535
February-13	535	40	575	30	10	40	535
March-13	535	40	575	30	10	40	535
April-13	535	40	575	30	10	40	535
May-13	535	30	565	30	10	40	525
June-13	525	15	540	30	10	40	500
PY11 Carryovers	600	380					
New PY12 WIA Enrollments	380						
Total Served	980						
Estimated PY13 Carryovers	500						

Active Clients equal Cumulative Clients Served minus Cumulative Clients Exited

WORKFORCE INVESTMENT BOARD
 Pendleton District Workforce Investment Board
BUDGET FLOW PROJECTIONS

Service Provider Henkels & McCoy, Inc. Contract # _____

Project/Activity SC Works Operator Fund Source WIA Adult & DLW Formula

Period	Cumulative Expenditures					
	Administration	%	Non-Administration	%	Totals	%
July-12	\$0.00	0%	\$137,500.00	100%	\$137,500.00	100%
August-12	\$0.00	0%	\$137,500.00	100%	\$137,500.00	100%
September-12	\$0.00	0%	\$137,500.00	100%	\$137,500.00	100%
October-12	\$0.00	0%	\$137,500.00	100%	\$137,500.00	100%
November-12	\$0.00	0%	\$137,500.00	100%	\$137,500.00	100%
December-12	\$0.00	0%	\$137,500.00	100%	\$137,500.00	100%
January-13	\$0.00	0%	\$137,500.00	100%	\$137,500.00	100%
February-13	\$0.00	0%	\$137,500.00	100%	\$137,500.00	100%
March-13	\$0.00	0%	\$137,500.00	100%	\$137,500.00	100%
April-13	\$0.00	0%	\$137,500.00	100%	\$137,500.00	100%
May-13	\$0.00	0%	\$137,500.00	100%	\$137,500.00	100%
June-13	\$0.00	0%	\$137,500.00	100%	\$137,500.00	100%

**SOUTH CAROLINA DEPARTMENT OF COMMERCE
WORKFORCE DEVELOPMENT**

1201 Main Street, Suite 1600, Columbia, South Carolina 29201-3200

PART III - TERMS AND CONDITIONS

(Revised January 29, 2010)

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3.0 STATEMENT OF PURPOSE

The purpose of this Act is to provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention and earnings of participants and increase occupational skill attainment by participants, which will improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation's economy.

3.1 DEFINITIONS

Act – The Workforce Investment Act of 1998

Administrative Entity – The entity (South Carolina Department of Commerce, hereinafter referred to as the Awarding Entity) designated by the Governor to administer the Workforce Investment Plan for the State of South Carolina or the entity designated by the Local Workforce Investment Board to administer the WIA programs.

Agreement – A grant agreement, which includes the WIA 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 WIA funds directly from the federal government.

Local Workforce Investment Areas (LWIA) – The county or counties designated by the Governor to administer the Workforce Investment 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 WIA participants.

Vendor – An entity responsible for providing generally required goods or services to be used in the WIA 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 WIA title I. Participation shall be deemed to commence on the first day, following determination of eligibility, on which the participant began receiving core, intensive, training or other services provided under WIA 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 this Agreement and to validate and legally bind the parties hereto to all the terms, performance 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 667 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 Investment 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

3.4.1.1 It is the responsibility of the recipient/subrecipient/subgrantee to have, or to have access to, copies of the Workforce Investment Act of 1998, the applicable Federal Regulations (to include all CFRs and OMB Circulars) and other pertinent documents referenced in this Agreement and with which compliance is required.

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

3.4.1.3.1 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 the U.S. Department of Labor.

3.4.1.4 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. OMB Circular A-87 (applies to state and local governments and federally recognized Indian tribal governments);
- 4. OMB Circular A-21 (applies to public and private institutions of higher education);
- 5. OMB Circular A-122 (applies to nonprofit organizations including nonreservation Indian organizations but not to educational institutions and hospitals);
- 6. 48 CFR Part 31 (applies to commercial organizations);
- 7. 29 CFR Part 95 which codifies OMB A-122;
- 8. 29 CFR Part 97 which codifies OMB A-87;

9. "Jobs for Veterans Act," Public Law 107-288 and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
10. Section 504 of the Rehabilitation Act of 1973, as amended;
11. Section 508 of the Rehabilitation Act of 1973, as amended;
12. Age Discrimination Act of 1975, as amended;
13. Title IX of the Education Amendments of 1972, as amended;
14. Section 167 of the Job Training Partnership Act, as amended;
15. Section 188 of the Workforce Investment Act of 1998;
16. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
17. Title VI of the Civil Rights Act of 1964, as amended;
18. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
19. Equal Pay Act of 1963, as amended;
20. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA);
21. 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;
22. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
23. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
24. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

3.4.1.5 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

3.4.3.1 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.

3.4.3.2 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.

3.4.3.3 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 twentieth (20th) 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 OMB Circulars, the Act, Regulations and other U.S. Department of Labor regulations.

3.5.1 Method of Payment

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

3.5.1.2 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".

3.5.1.3 The recipient/subrecipient/subgrantee may request a cash advance; however, an advance payment may not exceed one month's average expenditures. Documentation of how the amount was calculated must be attached with a cash advance request. Each situation will be reviewed to determine the need for a cash advance.

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

3.5.1.5 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

3.5.2.1 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 OMB Circulars.

3.5.2.2 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.

3.5.2.3 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-WIA funds within **thirty (30) calendar days** of receipt of such request.

3.5.3 **Closeouts**

3.5.3.1 The recipient/subrecipient/subgrantee will submit a complete Grant Agreement Closeout Report to be received by the Awarding Entity no later than **sixty (60) calendar days** after the expiration of the Agreement. The Awarding Entity will supply the closeout forms and instructions prior to the grant ending date.

3.5.3.2 Amended closeout package(s) will not be accepted after **sixty (60) 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 60 day deadline.

3.5.3.3 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**

3.5.4.1.1 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).

3.5.4.2 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**

3.5.5.1.1 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 WIA grant funds;
- interest income earned from funds received during a grant award.

3.5.5.2 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.

3.5.5.3 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 WIA 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 WIA program.

3.5.5.4 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 WIA grant under which it was earned and such income is used for WIA 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

3.5.7.1 Every office, director, agent or employee of the recipient/subrecipient/ subgrantee of WIA funds on a cash advance basis who is authorized to act on behalf of the recipient/subrecipient/subgrantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payments for program costs, shall be bonded to provide protection against loss.

3.5.7.2.1 The amount of coverage shall be the lower of the following:

- (1) \$100,000; or
- (2) the highest advance received through check or drawdown during the preceding grant year; or for new recipient/subrecipient/subgrantee, the highest advance through check or drawdown planned for the present grant period.

3.5.7.3 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 WIA Agreement shall contain the following endorsement:
 - If the Bond covers advance payments under grants/contracts from more than one agency, a recovery is provided for each government agency.

3.5.7.4 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 by registered letter to the Awarding Entity at its official address.

3.5.7.5 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

3.5.8.1 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.

3.5.8.2 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.

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

3.5.8.4 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

3.5.10.1 Recipients of WIA funds are governed by the requirements found in 48 CFR Chap 1, Part 31, 205-46 (a) as referenced in OMB Circular A-87, 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.

3.5.10.2 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.

3.5.10.3 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.

3.5.10.4 Budgeted expenses for meetings and/or conferences are allowable when their primary purpose is the dissemination of technical information relating to the WIA 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 WIA grant awards must be necessary and reasonable for proper and efficient administration of the program; be justifiable; be in accordance with applicable OMB Circulars; and not be a general expense required to carry out the overall responsibilities of state or local government.

3.5.10.5 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

3.5.11.1 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.

3.5.11.2 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.

3.5.11.3 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.

3.5.11.4 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 Manual for WIA 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

3.7.1.1 **Needs-Related Payments** – Funds allocated to a local area for adults under paragraph (2)(A) or (3), as appropriate, of section 133(b), and funds allocated to the local area for dislocated workers under section 133(b)(2)(B), may be used to provide needs-related payments to adults and dislocated workers, respectively, who are unemployed and do not qualify for (or have ceased to qualify for) unemployment compensation and trade readjustment allowances for the purpose of enabling such individuals to participate in programs of training services under subsection (d)(4).

The level of a needs-related payment made to a dislocated worker under this paragraph shall not exceed the greater of:

- (1) the applicable level of unemployment compensation;
- (2) the applicable level of trade adjustment assistance; or
- (3) if such worker did not qualify for unemployment compensation or trade readjustment allowances, an amount equal to the poverty level for an equivalent period, which amount shall be adjusted to reflect changes in total family income.

3.7.1.2 **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

3.7.2.1 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.

3.7.2.2 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.

3.7.2.3 Each participant in an On-the-Job Training; other work related training; and work-experience 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.

3.7.2.4 Each participant who is employed in OJT; work-related training; or work-experience 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.

3.7.2.5 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.

3.7.2.6 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.

3.7.2.7 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.

3.7.2.8 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 WIA.

3.7.4 Retirement Programs

The Act provides for temporary training and employment; therefore, the inclusion of WIA 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 **19 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 570.13 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 **29 CFR 97.42 and 95.53**.

The recipient/subrecipient/subgrantee shall retain all records including financial, statistical, property, participant records and supporting documentation for **three (3) 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 **three (3) 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, photocopying, or similar methods may be substituted for the original records.

3.8.2 Right of Access to Records

3.8.2.1 The Awarding Entity; 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.

3.8.2.2 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.

3.8.2.3 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.

3.8.2.4 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 WIA 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 WIA-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**

3.9.1.1 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. Price or rate quotations must be documented from an adequate number of qualified sources.

(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.

(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.

3.9.1.2 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.

3.9.1.3 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.

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

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

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

3.9.1.7 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.

3.9.1.8 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," 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.

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

3.9.2 Selection of Service Providers through Formal Grant Process

- 3.9.2.1 Each recipient/subrecipient/subgrantee, to the extent practicable, shall select service providers by using a competitive grant application process.
- 3.9.2.2 Awards are to be made to organizations possessing the ability to perform successfully under the terms and conditions of a proposed subgrant or contract.
- 3.9.2.3 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.
- 3.9.2.4 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.

3.9.3 Conflict of Interest

- 3.9.3.1 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.
- 3.9.3.2 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.
- 3.9.3.3 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.
- 3.9.3.4 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.
- 3.9.3.5 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

3.9.4.1 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.

3.9.4.2 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.

3.9.4.3 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 that have, or are expected to have, an aggregate value exceeding \$10,000 within a twelve-month period.

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

3.9.6.1 Real property, equipment, supplies and intangible property acquired or produced by States and governmental recipient/subrecipient/subgrantee, with WIA funds, shall be governed by the definitions and property requirements at **29 CFR Part 97**, 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 **OMB Circular A-110**, as codified by administrative regulations of the Department of Labor in **29 CFR Part 95**, except that prior approval by the Department of Labor to acquire property is waived.

3.9.6.2 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 Investment Act of 1998.

3.9.6.3 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.

3.9.6.4.1 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.

- 3.9.6.5 The recipient/subrecipient/subgrantee shall notify the Awarding Entity immediately of acquisitions with WIA 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.
- 3.9.6.6 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.
- 3.9.6.7 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 WIA vehicle, the insurance payments shall be made to the Awarding Entity or entity holding title to the vehicle.
- 3.9.6.8 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 WIA Procurement Standards.
- 3.9.6.9 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.
- 3.9.6.10 The recipient/subrecipient/subgrantee will maintain an up-to-date inventory of all WIA 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

- 3.10.1.1 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 WIA 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.

3.10.1.2 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 WIA 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.

3.10.1.3 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

3.10.2.1 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.

3.10.2.2 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.

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

3.10.2.4 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.

3.10.2.5 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.

- 3.10.2.6 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

- 3.11.1.1 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.

- 3.11.1.2 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.

- 3.11.1.3 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.

- 3.11.1.4 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.

- 3.11.1.5 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.

- 3.11.1.6 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," 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.

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

3.12.1.1 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.

3.12.1.2 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

3.12.2.1 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.

3.12.2.2 The recipient/subrecipient/subgrantee shall have the right to appeal any such determination made by the Awarding Entity to the Local Workforce Investment Board (LWIB) 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 Investment Board. The same time parameters and conditions apply as those for the LWIB.

3.12.2.3 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.

3.12.2.4 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.

3.12.2.5 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.

3.12.2.6 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.

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

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

3.13 AUDITS

3.13.1 Audits and Inspections

3.13.1.1 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.

3.13.1.2 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 WIA.

3.13.1.3 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 OMB Circular A-133, the recipient/subrecipient/ subgrantee must submit all finalized audit reports to the Awarding Entity within **thirty (30) calendar days** of receipt.

3.14 GENERAL ASSURANCES

In administering programs under WIA, the recipient/subrecipient/ subgrantee assures and certifies that it will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91.646) which requires fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

3.14.1 Equal Opportunity

3.14.1.1 The recipient/subrecipient/subgrantee is prohibited from discriminating on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under WIA, as amended, in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIA-funded program or activity.

3.14.1.2 As a condition to the award of financial assistance from the Department of Labor Title I under WIA, the grant applicant assures, with respect to operation of this WIA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United State or participation in any WIA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- Section 508 of the Rehabilitation Act of 1973, as
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

3.14.1.3 The grant applicant also assures that it will comply with 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIA and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

3.14.1.4 **Affirmative Action (Executive Order 11249, 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 WIA 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

3.14.3.1 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.

3.14.3.2 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 Investment Area (LWIA) (20 CFR 667.600)

3.14.5.1 Each LWIA 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 LWIA 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.

3.14.5.2 The LWIA 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.

3.14.5.3 The LWIA 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.

3.14.5.4 Employers may operate their own grievance system or may utilize the grievance system established by the state, the LWIA 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 WIA complaints under this section. Employers shall inform participants of the grievance procedures they are to follow when the participant begins employment.

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

3.14.6 Complaints of Discrimination

Complaints of discrimination pursuant to **Section 188 of the Act** shall be handled under **29 CFR Part 37**.

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-WIA 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 WIA, or a state or local law; that person, organization, or agency may, with respect to the non-WIA 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 WIA Regulations shall: (1) allow any person or organization to file a suit which alleges a violation of WIA 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 WIA or the Regulations promulgated thereunder.

Any dispute between the Awarding Entity and the recipient/subrecipient/ subgrantee concerning the terms or provisions of this Agreement which constitutes a question of fact, and which is not disposed of by agreement, shall be decided by the Awarding Entity who shall send a written copy of its decision to the recipient/subrecipient/subgrantee. The decision shall be final and conclusive unless within **thirty (30) calendar days** from the date postmarked, the recipient/subrecipient/subgrantee furnishes the Awarding Entity with a written appeal. The decisions of the Awarding Entity 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. In connection with any appeal proceeding under this clause, the recipient/subrecipient/subgrantee shall be supported by substantial evidence. 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.

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.

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 WIA 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 Criminal Provisions

3.15.4.1 Whoever, being an officer, director, agent or employee of, or connected in any capacity with any agency receiving financial assistance under the Workforce Investment Act, knowingly hires an ineligible individual or individuals, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are subject of an Agreement of assistance pursuant to such Act shall be fined not more than **\$10,000** or imprisoned for not more than **two (2) years**, or both; but if the amount so embezzled, misapplied, stolen or obtained by fraud does not exceed **\$100**, such persons shall be fined not more than **\$1,000** or imprisoned not more than **one (1) year**, or both.

3.15.4.2 Whoever by threat of procuring dismissal of any person from employment or of refusal to employ or refusal to renew an Agreement of employment in connection with an Agreement under the Workforce Investment Act, induces any person to give up any money or thing of any value to any person (including such Awarding Entity) shall be fined not more than **\$1,000** or imprisoned not more than **one (1) year**, or both.

3.15.4.3 Any person, whoever, willfully obstructs or impedes or endeavors to obstruct or impede, an investigation or inquiry under the Workforce Investment Act or the Regulations thereunder, shall be punished by a fine of not more than **\$5,000**, or by imprisonment for not more than **one (1) year**, or both.

3.15.5 Sectarian Activities (Section 188 of WIA, Paragraph 667.266 of WIA Regulations and 29 CFR 37.6(f)(1))

3.15.5.1 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.

3.15.5.2 Funds received under WIA 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 WIA 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 WIA 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.

3.15.5.3 WIA funds may be used to employ or train participants in religious activities. **29 CFR 37.6(f)(1)**, as amended, permits participants to be employed or trained in religious activities when "indirect" financial assistance is used. Assistance through an Individual Training Account is considered indirect assistance.

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

3.15.6 Unionization and Political Activity

3.15.6.1 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.

3.15.6.2 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 WIA 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 WIA program;

- (2) participant or employee participation in partisan or non-partisan political activities during hours for which the participant or employee is paid with WIA 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.

3.15.7 **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.

3.15.8 **Lobbying**

3.15.8.1 No federal appropriated funds have been paid or will be paid by or on behalf of the recipient/subrecipient/subgrantee 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.

3.15.8.2 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 recipient/subrecipient/subgrantee shall complete and submit a **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

3.15.9 Suspension and Debarment

The recipient/subrecipient/subgrantee of WIA funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency.

3.15.10 Drug-Free Workplace Requirements

The recipient/subrecipient/subgrantee will provide a drug-free work-place by:

- (a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the recipient's/subrecipient's/ subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the recipient's/subrecipient's/subgrantee's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
- (d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than **five (5) calendar days** after such conviction.
- (e) notifying the agency within **ten (10) calendar days** after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions within **thirty (30) calendar days** of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or

- (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

PART I
WORKFORCE INVESTMENT ACT
 (Authorized Under Public Law 105-220)

Copy

GRANT SIGNATURE SHEET

Funded Under: WIA Title 1 Youth Grant #: 12Y495H4

Administrative Entity	Contractor Name and Address
SC Appalachian Council of Governments PO Box 6668 30 Century Circle Greenville, SC 29606	Henkels and McCoy, Inc 985 Jolly Road, 3 rd Floor Training Svcs Blue Bell, PA 19422 (215) 283-8001

The SC Appalachian Council of Governments, hereinafter called the Awarding Agency, having entered into an Agreement with the Workforce Investment Area (WIA) in the State of South Carolina to administer funds received pursuant to the Workforce Investment Act of 1998, 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 X Fixed Price _____
- B. Contract Period – This Agreement covers the period from 07/01/12 to 06/30/13
- 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 \$850,000 from Federal funds received.
- D. Number of participants to be served (where applicable) 155 total
- E. Activity Designation -Out-of-School Youth, or up to 20% of funds can be used for the option to serve in-school youth.

GRANT AMOUNT BY CATEGORY

Administration	Program	Total
50	\$850,000	\$850,000

Approved for the Administrative Entity

Name Steven Pelissier
 Title Executive Director

Steven Pelissier 6/12/12
 Signature Date

Sharon E. Crite 6/13/12
 Witness Date

Approved for the Contractor

Name Mr. Fredrick P. Sutliff
 Title National Director of Training Services

Fredrick P. Sutliff 6/19/12
 Signature Date

Paul Perry 6/19/12
 Witness Date

Part I Statement of Work

Henkels & McCoy, Inc. YOUTH ACTIVITIES Grant # 12Y495H4

1.0 TITLE

- 1.1** **Henkels & McCoy, Inc.**, 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 Workforce Investment Area, shall provide services and perform functions and program activities as outlined herein, pursuant to provisions and regulations of the Workforce Investment Act (WIA) of 1998 (Public Law 105-220, August 7, 1998). Services, functions, and program activities specified herein shall be provided to eligible WIA 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 and the regulations (see Federal Register Part 664 Rules and Regulations dated August 11, 2000) for purposes of providing the activities and services described, in part, in this grant.

2.0 HISTORY AND PREFACE

- 2.1** The intent of the Workforce Investment Act with respect to youth programs is to provide a systematic approach that offers youth a broad range of coordinated services. Such offerings include opportunities for assistance in both academic and occupational learning; developing leadership skills; and preparing for further education, additional training, and eventual employment. 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. This grant encourages and supports strong connections between youth program activities and the OneStop service delivery system, so that youth learn early in their development how to access the services of the OneStop Systems and continue to use those services as necessary throughout their working lives.
- 2.2** According to Section 129(c)(1) of the Act, the program design for youth activities must incorporate three categories. These include:
1. Providing an objective assessment of the academic levels, skill levels, and service needs of each participant, an assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant. A new assessment of a participant is not required if the provider carrying out such a program determines it is appropriate to use a

- recent assessment of the participant conducted pursuant to another education or training program;
2. Developing service strategies (Individual Education/Employment Plan- IEP or Individual Service Strategy-ISS) for each participant that shall identify an employment goal (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant taking into account the assessment conducted; and
 3. Provide preparation for post-secondary educational opportunities; strong linkages between academic and occupational learning; preparation for unsubsidized employment opportunities; and effective connections to intermediaries with strong links to the job market and local and regional employers.

3.0 OVERVIEW

- 3.1 Henkels & McCoy, Inc. will provide an intensive, comprehensive year round program in Anderson, Oconee and Pickens Counties starting July 1, 2012 – June 30, 2013 providing youth services to 155 WIA eligible youth ages 17-21 who are in need of individualized attention to enhance basic education, skills training, and acquiring competencies to increase employability. WorkLink Workforce Investment Board approved five high growth, high demand industries: Manufacturing, HealthCare, Transportation/ Logistics/ Distribution, Construction, and Computer Technology Information Services. Effort will be place 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. Participants will require training that enables them to enter and maintain unsubsidized jobs. Partnerships with local businesses and private industries will ensure opportunities for "hands-on" experiences. A case management approach will be used to implement support services and training associated with the needs of the individuals to become self-reliant. The training and services are designed to enhance the participant's commitment to complete pre or postsecondary training, transition into the labor force, or military, and more advanced training after placement as applicable. It is anticipated that each participant will require more than one of the available services to reach this point successfully. Henkels & McCoy's case management approach will use counseling as an avenue to provide personal support and mentoring, to encourage personal development and leadership acceptance, decision making, good citizenship and support is provided in the form of workshops and seminars to encourage youth to become visionary, goal oriented health conscious persons who plan for the future.

An individualized case management approach is used with each participant. WIA Henkels & McCoy, Inc. Career Coaches assess each participant to determine needs and 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.

As appropriate, training activities and services shall provide transition including postsecondary training, occupational information, job search assistance, job development and placement, and follow-up services (12 months) after completing activities and/or placement.

Career paths that produce sufficient income to maintain a household will be the general employment objective.

Henkels & McCoy's implementation plan for the WIA Youth program features developing and refining collaborative partnerships with schools, colleges and universities, organizations, resources represented in support letters and other available resources to ensure that quality, results-based tutoring is provided to youth participants. Based upon the needs of the participant, supportive coaching will be scheduled and carried out to improve basic skills or to prepare for the GED. Level appropriate tutoring will be based upon skills assessments and goals for each participant.

Tutors may include both expert volunteers whose preparations and experience are pertinent to the largest discipline, as well as volunteers whose career history or current training can engage and assist participants toward their goals and positive program outcomes.

3.2 Vision Statement

3.2.1 To have all youth educated and prepared for self-sufficiency in work and in life.

3.2.2 Henkels & McCoy, Inc. will establish linkages with the SC Works Service 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. Henkels & McCoy, Inc. will coordinate with the SC Works Workforce Centers to ensure that all participants gain first hand practical knowledge and experience in the effective use of and application of the SC Works Workforce Centers and their resources. To coordinate referrals, Henkels & McCoy, Inc. staff will provide the organizations with information such as program descriptions and entry criteria. Activities may include telephone contacts, meetings, correspondence, and distribution of program flyers.

Henkels & McCoy, Inc. will establish linkages with the following types of organizations to coordinate the program's activities: schools, churches, youth services organizations, recreation and community centers, employment services, public assistance offices, 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 WIA Youth Program is to reach 155 eligible (out-of-school or up to 20% of youth funds can be utilized for the option to serve in-school youth classified as seniors, with multiple youth barriers, and most in need being the priority) youth and build their capacity to become self-sufficient. Participant slots will be distributed as follows: Anderson County 44%, Oconee County 17%, and Pickens County 39%. Grantor may redistribute participants slots as deemed necessary based on need and in the best interest of the participants in each county.
- 4.2 Henkels & McCoy, Inc. will provide an objective assessment of the academic levels, skill levels, and service needs of each participant, which assessment shall include a review of basic skills, occupational skills, prior work experience, employability (soft skills and work readiness skills), interests, aptitudes (including interests and aptitudes for non-traditional jobs), supportive service needs, and developmental needs of such participant.

Following participant certification and enrollment, assessment and tracking will be achieved by means of regular intervention and interaction with the designated case staff. Benchmarks toward planned outcomes will be measured against actual progress in basic skills, and other such indicators as attendance, promptness, self-management, improved communication skills.

Regular contact emphasizing high expectations and productivity standards will be utilized to maintain supportive communications with participants. SC Works Online Services reporting will document contacts and activities. Monthly narrative and statistical reporting will be drawn from these source documents to be reported as needed to the Youth Council and other designated audiences. Both success stories and difficult cases will be profiled, if applicable. WIA Henkels & McCoy, Inc. Area Director and/or Management staff is required to attend bi-monthly Youth Council meetings and provide a performance report of all youth activities.

- 4.3 An Individual Education/Employment Plan (IEP) or Individual Service Strategy-ISS) shall be developed for each participant that shall identify age appropriate employment goals (including, in appropriate circumstances, nontraditional employment for women), appropriate achievement objectives, and age appropriate services for the participant taking into account the assessment conducted. Career paths that produce sufficient income to maintain a household will be the general employment objective. A new service strategy for a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the participant under another educational or training program. Individual Education/Employment Plans/ Individual Service Strategy will be reviewed every 90 days with the participant to verify that the youth is on target with his/her educational and employment goals. If a revision is necessary, another youth code 413 should be entered into SC Works online Services and the new plan signed by the participant and filed in the participant's hard file.

The system for developing the IEP or ISS is based on the assessment results on basic skills needs and outcome goals. In partnership with participants, the case staff will develop the plan capturing the outputs of the assessment. The case staff will record and access benchmark indicators against program standards to methodically monitor participant progress.

5.0 RECRUITMENT, ELIGIBILITY, AND REGISTRATION

Further guidance, research, instruction, technical assistance/training will be forth coming in regards to the option to serve in-school youth. Identification of areas/location(s), program format, supportive services, incentives, program implementation time frame, etc. will be determined pending information received from all school districts to avoid disallowed costs and/or duplication of services.

5.1 Recruitment

Henkels & McCoy, Inc. is responsible for recruiting participants to be served during the grant period and serve 17-21 year old out-of-school youth. Henkels & McCoy's expenditures must be spent on out-of-school youth or the option to serve eligible in-school youth classified as seniors, with multiple youth barriers (most in need) being the priority.

Section 101 (33) defines the term "out-of-school" youth as:

- (A) An eligible youth who is a school dropout; or
- (B) An eligible youth who has received a secondary school diploma or its equivalent, but is basic skills deficient, unemployed, or underemployed.

An individual who is under the age of 18 and a school dropout shall:

1. Enroll in and attend a high school equivalency program
2. Re-enroll in and attend school
3. Enroll in and attend an alternative high school; or
4. Enroll in and attend an alternative course of study approved by the local education agency.

In-School Definition: A youth who **has not** received a secondary school diploma or its equivalent and is attending any school (including elementary, intermediate, junior high school, secondary or post-secondary, or alternative school program), whether full or part-time or is between school terms and intends to return to school.

5.2 Eligibility Criterion: Definitions and Documentation Requirements

To be eligible for services under Title I of the Workforce Investment Act for youth, an individual must meet the following definition.

An eligible youth is defined as:

1. An individual who is not less than age 14 and not more than age 21 years of age (The WorkLink youth Council's focus will be age 17-21 at time of enrollment), in-school youth must have senior status; **and**
2. Reside in Anderson, Oconee, and Pickens County,
3. Low-Income individual, **and**
4. Is an individual who has one or more of the following barriers:
 - a. Deficient in basic literacy skills
 - b. A school dropout
 - c. Homeless, a runaway, or a foster child
 - d. Pregnant or a parent
 - e. And offender
 - f. 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?

The following definitions apply to the above eligibility criterion:

Low-Income individual is defined as:

1. An individual who receives, or is a member of a family that receives, cash payments under a Federal, State, or local income based public assistance program;
2. An individual who received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, payments described in subparagraph (A), and old-age and survivors insurance benefits received under Section 202 of the Social Security Act (42 U.S.C. 402) that , in relation to family size, does not exceed the higher of –
 - (i) the poverty line, for an equivalent period; or
 - (ii) 70 percent of the lower living standard income level, for an equivalent period;
3. An individual who is a member of household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);
4. An individual who qualifies as a homeless individual, as defined in

subsections (a) and (c) of Section 103 of the Steward B. McKinney Homeless Assistance Act (42 U.S. C. 11302);

5. An individual who is a foster child on behalf of whom State or local government payments are made; or
6. In cases permitted by regulations promulgated by the Secretary of Labor, is an individual with a disability whose own income meets the requirements of a program described in subparagraph (A) or of subparagraph (B), but who is a member of a family whose income does not meet such requirements.
7. 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?

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 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:

Any 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?

Out-of-School Youth is defined as:

1. An eligible youth who is a school dropout; or
2. An eligible youth who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployment and under-employed.

In-School Youth defined as:

A youth who **has not** received a secondary school diploma or its equivalent and is attending any school (including elementary, intermediate, junior high school, secondary or post-secondary, or alternative school program), whether full or part-time or is between school terms and intends to return to school.

Exceptions:

Up to 5% of the youth participants served by youth programs in a local area may be individuals who do not meet the income criterion for eligible youth, provided that they are within one or more of the following categories:

- School dropout
- Basic skills deficient
- One or more grade levels below the grade level appropriate to the individual's age
- Pregnant or parenting
- Possess one or more disabilities, including learning disabilities
- Homeless or runaway
- Offender **or**
- Face serious barriers to employment by the LWIB. WorkLink Workforce Investment Board has defined the barrier as "An individual who requires additional assistance to complete an educational program, or to secure and hold employment, or lacks reliable transportation, or is in need of work-readiness skills to include soft skills, life skills, occupational skills, and lack of work experience for youth ages 17-21".

5.3 New Requirement: Jobs for Veterans Requirements

This program is subject to the provisions of the "Jobs for Veterans Act." Public law 107-288 and 20CFR 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).

6.0 Documentation and Data Collection

As necessary, Henkels & McCoy, Inc. acquires eligibility determination documentation directly from employers, vocational rehabilitation, welfare agencies, etc. Self-Certification is also acceptable and is an individual's signed

attestation that the information he/she submits to demonstrate eligibility for WIA services is true and accurate. (See **Employment and Training Instruction Letter No. PY'11-08 WIA Data Validation for PY'10-02**)

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. Henkels & McCoy is responsible for the completion, distribution, and maintenance of all required WIA forms. (See **WIA Instruction Letter PY' 10-05 - File Management and Record Retention Policy**).

6.1 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.

6.2 Liability

If Henkels & McCoy, 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 WIA Director immediately so that appropriate action may be taken.

Henkels & McCoy, Inc. is liable for financial reimbursement of costs incurred as a result of erroneous eligibility determinations and enrollment made deliberately or with insufficient care.

6.3 File Management Policy

Henkels & McCoy, 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 five years after the 12 month follow-up procedures are completed. (See **WIA Instruction Letter PY' 10-05 - File Management and Record Retention Policy**).

6.4 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 WIA staff to ensure compliance with eligibility requirements. SCDEW staff, as well as LWIA staff, conducts monitoring of the eligibility determination/enrollment/initial assessment/services provided.

6.5 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 is defined as:

"Occupations or fields of work where women comprise less than 25% of the individuals employed in such occupation or field of work."

- 6.6 Henkels & McCoy, 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 WIA grantees and/or SC Works, and any other methods deemed appropriate.
- 6.7 Henkels & McCoy, Inc. will certify youth interested in participating and deemed eligible. Henkels & McCoy, Inc. will make referrals to the appropriate agency/agencies for those youth that are deemed ineligible. After verification of eligibility, the Youth grantee Henkels & McCoy, Inc. has 90 days from the eligibility determination date to register the participant into the WIA program using the SC Works Online Services. **Henkels & McCoy, Inc. must not provide any WIA Title I- sponsored service prior to eligibility determination.**
- 6.8 Henkels & McCoy, Inc. will use discretion when enrolling an individual into the WIA 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 Investment Area is to serve out of school youth or up to 20% of youth funds can be utilized for the option to serve eligible in-school youth classified as seniors, with multiple youth barriers (most in need) being the priority.

7.0 ORIENTATION

- 7.1 Once a decision has been made to enroll the individual, Henkels & McCoy, Inc. will provide a formal orientation for the Workforce Investment Act. This orientation will include the review of the participant's rights and grievance procedures and the completion of the Participant Rights Handout. Orientation to WIA and to the youth program will be documented on the Receipt of Information form. Each student will be offered and encouraged to attend the One-Stop orientation.

8.0 SUPPORTIVE SERVICES AND COODINATION OF RESOURCES

- 8.1 A key principle of the Workforce Investment Act is the streamlining of services offered in the LWIA, 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.
- 8.2 Supportive services needs are determined during objective assessment summary and the development of the Individual Education/Employment Plan (IEP)/Individual Service Strategy-ISS). The Objective Assessment Summary must be completed in the SC Works Online Services and the IEP/ISS must be

completed in SC Works Online Services. A printout of the Plan will be signed by the participant and placed in the hard file. Henkels & McCoy, Inc. must identify the youth barriers in the IEP/ISS (**See section 4.3 for additional IEP/ISS requirements**) and case notes. All supportive services will be entered into the SC Works Online Services, 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.

- 8.3** Acceptable supportive services are assistance for overcoming barriers that are identified on the IEP/ISS. Such assistance may be transportation, childcare, tools, and required clothing (uniforms) for employment. Henkels & McCoy, Inc. will coordinate payment for training (tuition and books) via vouchers submitted for the enrolled participants. When the participant or another agency cannot meet these needs, Henkels & McCoy, Inc. will make payments/arrangements for payment to cover that specific service need. (**See revised WIA Instruction Letter PY'10-02-Supportive Services Policy - Youth**).

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/project 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. (**Employment and Training Instruction Letter PY'11-06- Satisfactory Progress for WIA Youth Participants**).

10.0 COMPENSATION PAYMENTS

- 10.1** Henkels & McCoy, Inc. program includes a unique Supportive Service System, an incentive based structure called Skill Invoices. Participants earn an incentive or a supportive service by the attainment of goals they establish with their Career Coach when designing their IEP/ISS. Supportive Service System and any future changes must be approved by Youth Council. (**See attachment #1 & 2**)

11.0 ACTIVITY DESIGNATIONS

11.1 Case Management /Intensive Case Management

11.1.1 Case Management is a participant-centered, goal-oriented approach to the delivery of services. 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 services. Participants who are eligible for more structured occupational training will be provided information, and where appropriate, referred or assigned to the following:

1) Tutorial, study skills training, and instruction leading to secondary school completion, including dropout prevention strategies:

Henkels & McCoy will use an instructor-supported interactive software program called Skills Tutor developed by Houghton & Mifflin Publishing Company that both accesses and offers progressive lessons to improve skills. This approach offers constant immediate feedback for each student to acknowledge his or her progress.

In the WorkLink area all Basic Skills Remediation, GED Preparation, study skills and tutoring support will be provided and/or coordinated by Adult Education in all three counties. Henkels & McCoy 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 address with the Skills Tutor personal prescription. Each lesson will be graded and documented to establish benchmarks for progress. The software ensures positive feedback and proper documentation will be placed in the participant's hard file.

Students work independently and as a group in instructor led activities. Henkels & McCoy will provide ongoing, consistent support to maximize each student's effort and performance.

Henkels & McCoy will teach Study Skills. From taking notes, to proofreading, to test preparation, each student will gain valuable skills in each Study Skills class.

2) Alternative Secondary School offering:

The Henkels & McCoy will identify, recruit, and provide eligible school dropouts with alternative secondary school services that lead to attainment of a GED or equivalent. This youth element will include, but is not limited to, tutoring, study skills training, and additional instruction in reading, writing, mathematics, and literacy skills training. This may be accomplished through a classroom instruction, tutorials and guidance in programs operated in conjunction with the local alternative secondary school system.

Henkels & McCoy will provide copies of the Steck-Vaughn GED Preparation Book series, the computer-based learning tool (Skills Tutor – Work-based Learning) that is programmed for each individual students academic level, and other academic resources.

Participants will also work on increasing their academic skills in the context of the workplace. Skills Tutor Work-based Learning program provides individualized reading and math lessons based on real work problems and situation, so youth see the correlation between academics and employment. Learning is solely at the pace of the student.

3) Youth Employment Opportunities directly linked to academic and occupational learning:

The Henkels & McCoy, Inc. program will assist youth to develop teamwork, community services, and increase participants' career interest and aptitudes. This project should be a component of a yearlong learning process and should be an incentive for participants to remain in the program year round. Henkels & McCoy will use the Skill Tutor Citizenship Component to teach participants their role as active residents. Careful consideration should be given to the participant's IEP to insure that the work done during the project best meets the participant's employment goals and will allow for acquisition of occupational skills that are applicable.

4) Paid and Unpaid Work Experiences, including internships, and job shadowing:

Note: According to the Wage and Hour Division of the USDOL, Employment Standards Administration, **six criteria must be** used in establishing whether a participant is an employee vs. trainee of the employer site. **If all six criteria are met**, a work experience activity may be considered a training situation and therefore, stipends versus wages may be paid. (See WIA Instruction Letter PY'08-30- Payment of Stipends versus Wages for Work Experience). (Also, see Section 25.0- 25.1 of this Grant entitled Payments to WIA Participants).

The Henkels & McCoy's, Inc. program will combine basic skills remediation and enrichment, occupational skills training focused on technology and customer service skills, and employability/life skills, in a simulated work environment where punctuality and workplace standards will be applied.

5) Occupational Skills training:

Henkels & McCoy will provide occupational skills training in accordance

with the WorkLink Workforce Investment Board approved five high growth, high demand industries: Manufacturing, HealthCare, Transportation/Logistics/Distribution, Construction, and Computer Technology Information Services. 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.

6) Leadership Development opportunities, which may include such activities as positive social behavior and soft skills, decision-making, and team work:

The Grantee will provide leadership development activities to all youth. Leadership Development may include, but is not limited to, the following:

Exposure to post-secondary educational opportunities

- A tour of the regional technical college, which includes financial aid information and exploration of their resource center.
- A tour of other local post secondary institutions, which includes financial aid information and exploration of their resource center.
- 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 National Honor Society of the participant's school.

Citizenship training

- Attending a City or County Council meeting(s) within the participant's home community.
- Registering to vote.
- Skills Tutor Citizenship Component

Employability activities

- At least one tour of the local SC Works to explore the employability resources available to participants.

Positive social behaviors and Training in decision-making, including determining priorities

- Presentation of local Drug and Alcohol Abuse programs
- Presentation of Pregnancy Prevention/Safe Sex programs
- Motivational/self-esteem programs
- Career Development programs

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:

Based on the WorkLink Workforce Investment 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 in order for eligible youth to participate in Title I WIA. **(See revised WIA Instruction Letter PY'10-02 - Supportive Services Policy - Youth).**

8) Adult Mentoring:

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.

Henkels & McCoy, Inc. 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. The Grantee will be responsible for identifying and developing these relationships in Anderson, Oconee, and Pickens counties. Mentors or Career Coach should develop 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 Henkels & McCoy, 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 Services:

Follow-up services will be provided by the Henkels & McCoy, Inc for each participant who is exited from the WIA program. Every exited participant

will have a 12-month follow-up completed, which reviews his/ her needs, status, and progress. Henkels & McCoy, Inc. will document such services in the participants' files and SC Works Online Services. All youth must receive follow-up services.

Follow-up services, for not less than 12 months after completion of participation, include but are not limited to, the provision of on-going support, 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.

Henkels & McCoy, Inc. will provide 12 month follow-up tracking on participants who complete the year round training components. Quarterly progress reports will be obtained on all participants. These reports will be maintained in participant's files and SC Works Online Services.

10)Comprehensive Guidance and Counseling, including drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual,

Henkels & McCoy, Inc. will provide comprehensive guidance counseling to youth that will take place in the form of follow-up calls, coordination of services, IEP/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.

Comprehensive guidance and counseling strategies should include, but are not limited to:

- Regularly scheduled contact with the participants (a minimum of 1 time each week).
- 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 IEP benchmarks to measure progress
- Provision of linkages, coordination of services, and resources that support the achievement of participants individualized goals (IEP).

The basic objective of this component is to monitor participant progress in fulfilling the IEP/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.

12.0 PERFORMANCE STANDARDS

12.1 The Grantee will enroll a minimum of 155 participants during the program year.

12.2 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 Investment Area. **Grantee will be notified of updated performance measures for PY'12 as they become available.**

The performance measures below are for PY'11:

Youth

Placement in Employment or Education	61%
Attainment of a Degree or Certificate	55%
Literacy and Numeracy Gains	45%

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 monthly (every 28-30 days) into SC Works Online Services. Case notes are not limited to but should detail contacts per participate, intensive services provided to the participant, the participants progress, barriers interventions, and successes. It is suggested Henkels & McCoy, Inc. Career Coach use 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 WIB 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 WIB 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 WIB staff immediately if a complaint is filed.
- 14.5 **The Grantee will be required to disclose any/all funding sources outside of WIA 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
 - 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 (Henkels & McCoy, 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 requests
 - Monitoring Report and Replies
 - Log of Complaints

16.0 Staffing

- 16.1 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 WIA funds may only perform WIA duties when they are charging to WIA on their time sheets.

- 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 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 five local offices in the event of planned and/or unplanned absences of more than three days.

17.0 Financial Reporting

- 17.1 Financial reports and close out packages will be prepared and submitted according to instructions in the Financial Handbook. Financial reports are due at the WIB Office by the 10th day of the following month and close out packages are due August 12, 2013.
- 17.2 The original of the financial report and/or close out package will be mailed to the following address:

WorkLink Workforce Investment Board
 Attn: Shae Rozakos, Executive Director
 511 Westinghouse Road
 Pendleton, SC 29670
- 17.3 Reimbursements should not exceed the Spending Plan that is a part of this agreement. If funds in excess of the plan are requested a detailed explanation must accompany the request.
- 17.4. The grantee must expend 90% of the funds in this grant budget by June 30, 2013.
- 17.5 Accurate, current, and complete disclosure of the financial results of WIA 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 WIB must be traceable to accounting records. In addition, all allowable costs and activities must be reported, and the reports must be submitted in the h format specified by SCDEW Finance. For WIA grants, the LWIA 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 Grantee at this time will track Individual Fund Tracking (IFT) in a separate system ETO (Efforts to Outcomes)/ Excel spreadsheet(s) that can provide the required information upon request (per participant) expenditures to LWIA, WorkLink staff, or DEW staff. ETO 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 Employment and Training Instruction Letter PY'10-07-WIA Participant Lifetime Training Individual Training Account (ITA) Cap.) WorkLink Workforce Investment Board Local Training Cap is \$5,000.00 per year and \$10,000.00 per lifetime.**

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-WIA fund sources.
- 18.2 The WorkLink Workforce Investment Board understands that WIA funded staff are employees of the Grantee. However, WIA uses Federal Funds that are intended for use as specified in the Act and Regulations.

It is understandable that WIA 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 WIA, SC Works, or the Workforce Investment Board will be considered disallowed costs.

19.0 Procurement/Utilization of Property

- 19.1 The Grantee is held accountable for any WIA property and/or equipment shown on the property inventory for Henkels & McCoy, 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. **(WIA Instruction Letter PY'08-10 – Property Handbook).**
- 19.2 Property and/or equipment will be inventoried at least yearly and a copy of the inventory sent to the WIB office. WIB staff will include inventory monitoring in their monitoring visit yearly.

20.0 TIME KEEPING REQUIREMENTS FOR WIA GRANTEE STAFF AND WIA PARTICIPANTS

20.1 WIA Grantee Staff

Record of WIA staff member time sheets or record of hours worked on this WIA 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 five local offices.
2. Grantee should seek pre-approval for holidays and request permission to close office prior to doing so.

21.0 WIA Participants

21.1 A time and attendance sheet or record of hours spent in WIA Henkels & McCoy, 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 the following reports, forms, and/or documents to the Workforce Investment Area contact person indicated: Sharon Crite, Youth Services Manager.

22.0 Programmatic Data, Forms, and Reporting

22.1 The Grantee is to use the SC Works Online Services (SCWOS) as the real-time, on-line reporting system for WIA 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. SCWOS Staff Resources
- d. WorkLink WIA SCWOS Forms

22.2 The Grantee should maintain and be knowledgeable of all active WorkLink Instruction Letters.

23.0 GENERAL REQUIREMENTS

23.1 The Grantee's Henkels & McCoy, Inc. Coordinator will conduct a quarterly review with each WIA Henkels & McCoy, Inc. Career Coach at their assigned location. A 25% file review is required. A written report is to be submitted to the WorkLink Workforce Investment Board with findings and observations for monitoring purposes quarterly. Along with the report, a list of the participant's usernames should be submitted. The written report is due on the following dates: October 15, 2012, January 15, 2013, April 15, 2013, and July 15, 2013.

- 23.2 Attendance at all system wide grantee meetings is mandatory unless prior approval is given. It is expected that these meetings will be quarterly. **Grantee will be required to get prior approval for training/conferences outside the region.**

24.0 Record Keeping Requirements

- 24.1 The grantee shall keep records that are sufficient to permit the preparation or reports required by WIA and to permit the tracing of funds to a level of expenditure adequate to ensure that funds have not been spent unlawfully (Sec. 185 of the Workforce Investment Act of 1998).

The grantee shall retain all records including financial, statistical, property, participant records and supporting documentation for three 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.

- 24.2 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 WIA regulations become more established and directions from the State are forwarded to the workforce area.

25.0 Payments to WIA Participants

- 25.1 WIA participants may be eligible to receive supportive service payments, and/or incentive payments. Stipends may be paid to participants that **must meet the six criteria specified by WIA Instruction Letter PY'08-30 - Payment of Stipends versus Wages for Work Experience**, the minimum wage rate of \$7.25 per hour in work experience activities. The grantee shall make these payments directly to WIA 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. Insure separation of duties. Failure to fully document the basis for issuing any of the aforementioned payments to participants may result in disallowed costs. Disallowed costs shall be reimbursed by the grantee to the WorkLink Workforce Investment Area from Non-WIA fund sources.

26.0 Insurance for WIA Participants

- 26.1 The grantee shall provide insurance coverage for participants as follows:

1. Classroom Training. Adequate Accident Insurance Coverage for WIA participants shall be provided while they are participating in training conducted in a typical classroom-training environment.
2. Work Experience Limited Internships and other forms of Training conducted on a Work Site. Workers' Compensation Insurance Coverage for WIA participants shall be provided while they are participating in training conducted in a typical work experience, or limited internship, if applicable (generally, training conducted on an employer's work site).

27.0 Administrative Entity Monitoring

The Administrative Entity will monitor eligibility, assessment, and IEP/ISS development to ensure clients are receiving adequate and relevant services. The Monitor will conduct reviews various times throughout the program, specifically at the completion of the WIA Henkels & McCoy, Inc. program and at the end of Adult Mentoring. Grantee personnel will be cooperative and assisting the monitor.

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 Investment 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 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 State WIA 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.

29.1 Intellectual property

Any and all materials developed under this grant by the grantee under the recorded hours and/or paid WIA funding will become the property of the Administrative Entity and/or WorkLink Workforce Investment Board.

All WIA participants approved for training must have an Individual Training Account (ITA) entered in an ITA Tracking System designated by Henkels & McCoy, Inc. Workforce Services. Obligations and expenditures must be available at any time at the request of WorkLink, SCDEW or US DOL. Henkels & McCoy, Inc. must supply the participant information upon request, even if they are no longer the grantee/contractor/provider.

30.0 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.

31.0 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.

32.0 Records Retention Standards

The Grantee agrees to maintain all records pertinent to the Workforce Investment Act (WIA) agreements and grant, including financial, statistical, property, participant records and supporting documentation in accordance with grant provisions, Employment and Training Instruction Letters, WorkLink Workforce Investment 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 WIA 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 Workforce Investment 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.

33.0 Forms to be Maintained in Participant Files

1. All SC Works Online Services forms that relate to the WIA program
2. WIA 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 (Skills Tutor)
7. Competency obtainment documentation
8. Subgrant agreements (as appropriate)
9. Documentation of funds training allowances (Need Based Payments) paid to participants
10. Log sheets signed in ink by participants with check numbers for all WIA 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.

34.0 GRANT CONSIDERATIONS

34.1 Changes or Modifications to this Grant

34.1.1 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 the WIA or new decisions of the WorkLink Workforce Investment 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.**

35.0 Sanctions

35.1 The WorkLink Workforce Investment 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. **(See WIA Instruction Letter PY'09-04 - Sanctions and Rewards Policy).**

35.2 Program Oversight

35.2.1 The grantee acknowledges the right and responsibility of the WorkLink Workforce Investment Board, SCDEW, and the US Department of Labor and/or their representatives under the provisions of the WIA 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 WIA funded program activities.

36.0 EFFECTIVE DATES OF GRANT

36.1 The effective dates of the PY12 grant are July 1, 2012 to June 30, 2013.

Attachments:

- (1) PYC Supportive Service System
- (2) PYC Skills Invoice
- (3) Case Notes General Information
- (4) SC Child Labor Regulations Summary (Emphasis on Minors Ages 16 and 17)



**Supportive Services Policy
Transportation/Incentives
(Workforce Investment Act)**

TO: Worklink, SC Palmetto Youth Connections Staff, Worklink Youth Council and Worklink Administrative Staff

ISSUANCE DATE: July 1, 2012

SUPERSEDES: August 10, 2011

SUBJECT: WIA Supportive Service Policy

BACKGROUND:

In accordance with the Workforce Investment Act (WIA) of 1998, Palmetto Youth Connections will provide supportive services to WIA eligible customers to enable their entry and retention in the workforce.

PURPOSE:

The purpose of this policy is to establish guidelines for the provision of supportive services of transportation to WIA eligible customers.

POLICY:

WIA transportation funded supportive services will be provided to WIA eligible youth in accordance with the following policy and attached procedures. Palmetto Youth Connections has determined that the following **Supportive Services** will be provided based upon the customer's ISS Plan at the following levels:

1. Transportation Assistance:
 - a. Participants can receive bus passes or gas vouchers to assist them in attending the Educational programs or Occupational Training classes.
 - b. Participants must adhere to Educational Programs and Occupational Training attendance policy to receive assistance. **Participants must notify their Career Coach immediately of emergencies that prevent class attendance to justify emergency assistance.**
 - c. **Total Transportation Assistance per training activity is \$400.00 and will not exceed \$1200.00, per participant without the written authorization of the Area or Regional Manager.**

2. Customer Incentives:
 - a. Customers are eligible for incentives upon completion of goals. Incentives will be awarded as outlined in the PYC PY 12 Skill Invoice Criteria Form.
 - b. Customers must provide the appropriate documentation to their Career Coach to receive incentives.

Please refer to the attached PYC PY 12 Skill Invoice Criteria Form for awarded incentives.

Dana L. Grant
Dana L. Grant, Area Manager

6-11-2012
Date

**PY12 Skill Invoice Criteria
(Incentives)**

MEASURE	AMOUNT		
Common Measure:			
Literacy & Numeracy			
1 EFL Gain in Reading and/or Math	\$ 50.00		
Note: A Student can receive \$50 per EFL Gain in Reading and/or Math until they are no longer BSD.			
Non-Common Measure:			
Pre-Employment Work Maturity Skills			
Complete Resume Workshop & Resume	\$ 25.00		
Complete NIOSH or OSHA Safety Course	\$ 25.00		
Complete Financial Literacy Workshop	\$ 25.00		
Complete Parenting Workshop or Class	\$ 25.00		
Complete 5 Skills Tutor Remediation Sessions	\$ 25.00		
Complete MS-Office Training	\$ 25.00		
Non-Common Measure:			
WorkKeys Certification (Only eligible to earn one)			
Bronze WorkKeys Certificate	\$ 25.00		
Silver WorkKeys Certificate	\$ 50.00		
Gold or Platinum WorkKeys Certificate	\$ 75.00		
Common Measure:			
Credential Attainment (Secondary Ed. or Occupational)			
Obtain GED or High School Diploma (Available through the end of 3rd Quarter after Exit)	\$ 150.00		
Obtain a Nationally Recognized Occupational Skills Credential (Available through the end of 3rd Quarter after Exit)	\$ 75.00		
Common Measure:			
Placement (Employment, Military, or Post Secondary)			
Enter Employment or Military by the end of the 1st Quarter after Exit if not employed at Registration	\$ 75.00		
Enter Full-time Post Secondary verified through the National Student Clearing House	\$ 75.00		

<p>Enter Degree Program in Post Secondary to obtain two or four year degree (Full Time students must take 12 hours or more with verification of Clearing House documentation prior to lap top eligibility. Part-time students must take 6 hours and be employed a minimum of 15-20 hours per week. To qualify, part-time students will require employment verification from, first semester to the present, and 2nd semester Clearing House verification documented prior to lap top eligibility. In addition satisfactory progress must be documented for the 6 credit hours earned for a cumulative GPA of 2.0 or higher.)</p>	<p>Laptop Computer not to exceed \$650</p>
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CASE NOTES

Updated August 2011

"If it's not in VOS, it did not happen!"

WHY ARE GOOD CASE NOTES IMPORTANT?

Case notes record extremely important details about how you helped a participant return to employment. Case notes record a participant's actions, can justify any decisions you made, and can be used as legal evidence for appeals. They can also help people who aren't familiar with the participant review what has already happened, and to verify we are providing the correct services to every person who sees us. Below are guidelines to help you write effective case notes.

CASE NOTES SHOULD ALWAYS

- **Be in the correct place** – In other words, be tied to the correct individual or employer and the applicable TAA, WIA, or WP application, job order, activity, etc.
- **Be entered during the time of the event.** For example, if you assist a customer today then case notes should also be entered today.
- **Support, and not duplicate information** found in the activity records and other VOS screens.
- **Be relevant** – Include all relevant information related to the TAA, WIA, or WP participation, and include meaningful, additional information related to TAA/WIA/WP activities/services, educational progress, and/or employment. Also include information on barriers and supportive services provided.
- **Have meaningful subjects** – Examples include "transportation issues" or "GED Training."
- **Provide a summary of any counseling/guidance sessions** – Include the details of the topics discussed, corrective action and next steps, planned follow-up, further services needed, etc.
- **Include contacts with any outside training providers or employers** – This includes discussions you've had with instructors, financial aid staff, HR staff, etc who have helped you follow the participant's progress in training and to employment.
- **Document training progress** – This includes whether or not a participant is making satisfactory progress, what their grades are, their current and cumulative GPA, the reasons for extensions or changes in training, and upcoming semester class registration schedules.
 - In TAA, subsequent vouchers cannot be issued without this information.
- **Document every TAA waiver review (whether by telephone, in person, or via post card)** – Include what was covered, what assignments were given to the participant, and information about the next appointment. (Case notes for TAA face-to-face waiver reviews must be printed and signed by the participant. The original must be maintained in the file and a copy given to the participant.)
- **Contain information about any missed appointments.**
- **Document all attempts to contact the customer.**

- Be clear, concise, understandable, and grammatically correct – Please check for spelling and grammar, and review for the appropriate use of pronouns and capitalization.

It is important to understand that in TAA, due to the nature of the appeal process, all interactions with participants have potential to become evidence in a legal case. In other words, every encounter and/or phone conversation must be documented in case notes.

CASE NOTES SHOULD NEVER

- Be generic.
- Be duplicated, or cut and pasted.
- Name or discuss other participants or students.
- Contain comments or personal opinions that are not related to employment or training issues
- Include information of a confidential nature. Examples include criminal activity or records, medical records, drug abuse, domestic abuse, etc. Instead, the case note should indicate that confidential information is in a locked file since this information can be subpoenaed.

OTHER IMPORTANT INFORMATION

- The value of the content in the case note is more important than the length.
- The State does not require a case note for every activity record
- The State does not recommend printing case notes, and does not require participants to sign case notes (with the exception of the TAA face-to-face waiver review as explained).



S.C. Department of Labor, Licensing and Regulation
 Office of Wages and Child Labor
 PO Box 11329
 Columbia, SC 29211-1329
 (803) 896-4470
 www.llr.state.sc.us

South Carolina Child Labor Regulations Summary

Minors Under Age 14

Generally, no employment is authorized for minors under the age of 14, under South Carolina Child Labor Statute, §41-13-20. Employment of any minor under age 14 is defined as oppressive child labor.

Exemptions from this restriction apply under the following specific circumstances:

1) Minors under age 14 may work in any aspect of show business, such as acting or performing in a theatrical, television, radio, or film production.

2) Minors ages 12 and 13 may work during non-school sessions in non-hazardous farm jobs with written parental consent.

Minors ages 12 and 13 may engage in farm labor at any agricultural establishment at which the minor's parents are employed.

3) At any age, minors may work in any business or establishment solely owned and operated by the parent of the minor.

The parental supervision exemption is precluded in occupations deemed hazardous, as defined in the 17 hazardous occupations orders of the Fair Labor Standards Act.

At any age, minors may deliver newspapers to consumers.

Minors Ages 14 and 15

Minors ages 14 and 15 may work in office, clerical and sales jobs. They also may work in a number of jobs in retail, food service and gasoline service establishments, such as:

- Cashiering, price marking and tagging (by hand or machine)
- Assembling orders, packing and shelving
- Bagging and carrying out orders
- Serving foods and beverages
- Cleanup work
- Car washing and polishing
- Operating gas pumps and performing other courtesy services
- Cleaning vegetables and fruits and wrapping, sealing, labeling, weighing, pricing and stocking goods
- Delivery and errand work by foot, bicycle or public transportation

But they may not engage in the following work activities:

- Warehousing and storage
- Car repair
- Public utility duties
- Work involving the use of ladders or scaffolding
- Work involving food preparation or the use of grinders
- The operation of lawnmower and golf carts.
- Any occupation deemed hazardous, as defined under 17 Hazardous Occupations Orders of the Fair Labor Standards Act.

Please Note:

Minors ages 14 and 15 may not work:

- During school hours
- Before 7 a.m. or after 7 p.m. (9 p.m. during the period of summer break of the school district in which the minor resides)
- More than 18 hours during school weeks
- More than 3 hours on school days
- More than 40 hours in non-school weeks
- More than 8 hours on non-school days

Minors Ages 16 and 17

Minors ages 16 and older are exempt from the hour and scheduling restrictions. They may work as many daily and weekly hours as the job responsibilities require or the employer requests.

Minors ages 16 and 17 may not engage in any occupation deemed hazardous, as defined under the 17 Hazardous Occupations Orders of the Fair Labor Standards Act.

Over Age 18

The child labor laws do not apply to employees who are 18 or over.

Hazardous Occupations Codes

If you are 18 years old, you may work at any time in any job.

If you are 16 or 17 years old, you may work in any occupation except those declared hazardous by the Secretary of Labor. The 17 Hazardous Occupations Orders for non-farm work deal with the following:

1. Manufacturing or storing explosives
2. Driving a motor vehicle and being an outside helper
3. Coal mining
4. Logging and sawmilling
5. Power-driven woodworking machines
6. Exposure to radioactive substances and to ionizing radiations
7. Power-driven hoisting apparatus
8. Power-driven metal-forming, punching and shearing machines
9. Mining, other than coal mining
10. Meat packing or processing
11. Power-driven bakery machines
12. Power-driven paper products machines
13. Manufacturing brick, tile, and related products
14. Power-driven circular saws, band saws and guillotine shears
15. Wrecking, demolition, and ship-breaking operations
16. Roofing operations
17. Excavation operations

WORKFORCE INVESTMENT BOARD
 WorkLink Workforce Investment Area
GRANT BUDGET SUMMARY

Service Provider Henkels & McCoy, Inc. Contract # 12Y495H4
 Project/Activity Palmetto Youth Connections Funding Source WIA Modification # _____

Line Items	Administrative	Non-Administrative	Total Budget Amount
Salaries & Fringe Benefits		\$452,594.14	\$ 452,594.14
Facilities/Rent Costs (space)		\$ 12,000.00	\$ 12,000.00
Non-Expendable Equipment Costs		\$ 11,242.87	\$ 11,242.87
Operating Expenses		\$ 57,536.81	\$ 57,536.81
WI Customer Wages and Fringe Benefits		\$ 27,840.00	\$ 27,840.00
WI Customer Individualized Training Costs		\$ 87,958.40	\$ 87,958.40
WI Customer Supportive Services Costs		\$ 30,400.00	\$ 30,400.00
WI Customer Needs-Based/Needs-Related Payment Costs		\$ 43,629.47	\$ 43,629.47
WI Payments to Employers Costs		\$ -	\$ -
Staff Training/Tech Services Costs		\$ 4,500.00	\$ 4,500.00
Other Direct Costs		\$ 13,253.07	\$ 13,253.07
Training Fees/Professional Fees/ Profit		\$ 36,765.08	\$ 36,765.08
Indirect Costs <u>9.83%</u>		\$ 72,280.16	\$ 72,280.16
Total Budget Costs	\$0	\$ 850,000.00	\$ 850,000.00
Percentage of Budget	0%	100%	
Cost Limitations	2% Maximum	At least 98%	100%

* In-Kind Contributions should not be included when calculating the Percentage of the Budget.

\$ 850,000.00

WORKFORCE INVESTMENT BOARD
 Pendleton District Workforce Investment Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Henikels & McCoy, Inc. Contract # 12Y495H4
 Project/ Activity Palmetto Youth Connections Funding Source WIA Mod # _____

STAFF & INDIRECT COST - BUDGET SUMMARY

SALARIES, FRINGE BENEFITS, & INDIRECT COST				ADMINISTRATION		NON-ADMINISTRATIVE	
Position Title	Salary Per Month	No. of Months	% of Time	TOTAL AMOUNT	Amount	%	Amount
1. Regional Manager, Kal Kurikal	\$7,817	12	20%	\$18,762		100%	\$18,762
2. Fiscal Representative, Fran Boltzock	\$3,839	12	20%	\$9,215		100%	\$9,215
3. PM Data-Fiscal Analyst, Melissa Davis	\$3,642	12	25%	\$10,927		100%	\$10,927
4. Area Manager, Dana Grant	\$5,288	12	40%	\$25,288		100%	\$25,288
5. Data-Fiscal Analyst, Lourdes Malone	\$3,289	12	30%	\$11,839		100%	\$11,839
6. Program Manager, Karen Craven	\$4,147	12	100%	\$49,761		100%	\$49,761
7. Career Coach, Ann Marie Baker	\$3,523	12	100%	\$42,278		100%	\$42,278
8. Career Coach, Den. Jorgensen	\$2,782	12	100%	\$33,387		100%	\$33,387
9. Career Coach, Christina McCurry-Cobb	\$3,173	12	90%	\$34,213		100%	\$34,213
10. Career Coach, Nicole Smith	\$3,058	12	100%	\$36,692		100%	\$36,692
11. Career Coach, Rhonda Wengard	\$2,754	12	100%	\$33,046		100%	\$33,046
12. Workforce Specialist, Jennifer Campbell	\$2,718	12	100%	\$32,620		100%	\$32,620
TOTAL SALARIES			100%	\$0	\$0		\$0
FRINGE BENEFITS:				\$338,023			\$338,023
FICA		X	7.65%	\$25,859	\$0		\$25,859
Workers Comp.		X	0.24%	\$811	\$0		\$811
Health & Wealth (Pos. Level)		X	20.16%	\$68,154	\$0		\$68,154
Ret. / Pension		X	0.00%	\$0	\$0		\$0
Unemployment Insurance (State & Federal)		X	2.76%	\$9,336	\$0		\$9,336
Other (Specify): General Liability Insurance		X	3.08%	\$10,411	\$0		\$10,411
TOTAL FRINGE BENEFITS			33.89%	\$114,571	\$0		\$114,571
INDIRECT COST: RATE		X	9.83%	\$72,280.16	\$0		\$72,280.16
TOTAL COST				\$524,874	\$0		\$524,874

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.

\$452,594

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

Service Provider Hankels & McCoy, Inc Contract #: 12Y495H4
 Project/Activity Palmetto Youth Connections Fund Source WIA Mod #

Cost and Price Analysis	Total Cost	Administrative	Non-Administrative
FACILITIES COST - Including Water & Electric			
(Tri-County Technical College Office-GTC)	12,000		12,000
Total Cost of Facilities or Rent	12,000		12,000
NON-EXPENDABLE EQUIPMENT			
Equipment Rental Cost *			
Non-Expendable Equipment Purchases (Staff Computer Leases)	7,643		7,643
Wide Area Network (WAN) Equipment and Computer Software	0		0
Skills Tutor, TABE Online & ETO Database	3,800		3,800
Total Cost of Non-Expendable Equipment	11,243		11,243
OPERATING EXPENSES			
Communications	13,357		13,357
Local Telephone Cost	0		0
Cell Phones including Long Distance Telephone Costs	0		0
Wide Area Network Lines	0		0
Postage	3,835		3,835
Facsimile (Fax)	0		0
Total Cost of Communications	17,197		17,197
Staff Travel			
Local Mileage cost	16,730		16,730
Non-Local Mileage cost	0		0
Non-Local Per Diem/Lodging Cost	7,000		7,000
Total Cost of Staff Travel	23,730		23,730
Expendable Supplies and Materials			
Office/Desktop Supplies and Materials Cost	7,200		7,200
Cooking Cost *	4,850		4,850
WI Customer Supplies and Materials Cost *	4,850		4,850
Total Cost of Supplies and Materials	16,900		16,900
Equipment Maintenance and Repairs Cost * (Staff Computer Lease)	0		0
Utilities Cost *	0		0
Total Operating Expenses	57,537		57,537

Cost and Price Analysis (Continued)	Total Cost	Administrative	Non-Administrative
WI CUSTOMER WAGES AND FRINGE BENEFITS			
Work Experience Wages and Fringe Benefits			
Work Experience Wage Cost	27,840		27,840
Work Experience Fringe Benefits Cost	0		0
Total Cost of Work Experience	27,840		27,840
Limited Internship Wages and Fringe Benefits			
Limited Internship Wage Cost (Paid as a Student-No Fringe)	0		0
Limited Internship Fringe Benefits Cost	0		0
Total Cost of Limited Internship	0		0
Miscellaneous Wages Cost (Specify)			
Wage Cost	0		0
Fringe Benefits Cost	0		0
Total Cost of WI Customer Wages & Fringe Benefits	27,840		27,840
WI CUSTOMER INDIVIDUALIZED TRAINING COSTS			
Assessment & Exam Fees (GED, NRE, TABE, etc.)	7,850		7,850
TABE Testing Materials	2,050		2,050
Student Books	4,850		4,850
Other Individualized Training Cost			
(Adult Education 7500 paid monthly as Teacher Salary as per MOA)	38,788		38,788
(Technical College Tuition for PYC Occupational Skills Training)	34,650		34,650
Total Cost WI Customer Individualized Training	87,958		87,958
WI CUSTOMER SUPPORTIVE SERVICES COSTS			
Child Care	4,800		4,800
Transportation	22,200		22,200
Training Support Materials	3,100		3,100
Training Payment Cost (Summer Youth Only)			
Total Cost of Customer Support Services	30,400		30,400
WI CUSTOMER NEEDS-BASED/NEED-RELATED PAYMENTS			
List Type and Amount			
Participant Incentives - Skill Involes	43,525		43,525
Emergency Assistance	3,500		3,500
Total Cost of WI Needs Based/Need-Related Payments	47,025		47,025
WI PAYMENTS TO EMPLOYERS			
On-the-Job Training (OJT)	0		0
Job Creation Payment Cost	0		0
Total Cost of WI Payments to Employers	0		0
STAFF TRAINING/TECHNICAL SERVICES COSTS			
Staff Development Training (Conferences or Onsite Training)	4,500		4,500
Total Cost of Staff Training/Technical Services	4,500		4,500
OTHER DIRECT COSTS			
List Type and Amount			
Audit Costs	5,653		5,653
Program Outreach	6,000		6,000
Award & Graduation Events	1,600		1,600
Total Other Direct Costs	13,253		13,253
TRAINING PROFESSIONAL FEES/PROFIT			
Budgeted Profit			
Actual Profit (5% of total budget)	38,765		38,765
Budgeted and Actual Profit	38,765		38,765
Total Cost of Training/Professional Fees/Profit	38,765		38,765

* 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 Board BUDGET FLOW PROJECTIONS

Service Provider Henkels & McCoy, Inc. Contract # 12Y495H4

Project/Activity Palmetto Youth Connections Fund Source WIA

Mod # _____

Period	Cumulative Expenditures					
	Administration	%	Non-Administration	%	Totals	%
July-12	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
August-12	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
September-12	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
October-12	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
November-12	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
December-12	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
January-13	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
February-13	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
March-13	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
April-13	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
May-13	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
June-13	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%

WORKFORCE INVESTMENT BOARD Pendleton District Workforce Investment Area CLIENT FLOW PROJECTIONS

Service Provider: Henkels & McCoy, Inc. Contract # 12Y495H4

Project/Activity Palmetto Youth Connections Fund Source WIA

Mod # _____

Period	Clients Served			Clients Exited			Active Clients
	Carryover	New	Cumulative	Positive	Negative	Cumulative	
July-12	80	5	85	8	2	10	75
August-12	75	5	80	7	3	10	70
September-12	70	10	80	15	5	20	60
October-12	60	5	65	8	2	10	55
November-12	55	5	60	6	4	10	50
December-12	50	5	55	8	2	10	45
January-13	45	10	55	5	5	10	45
February-13	45	10	55	6	4	10	45
March-13	45	10	55	6	4	10	45
April-13	45	5	50	3	2	5	45
May-13	45	5	50	7	3	10	40
June-13	40	0	40	5	5	10	30

Carryovers	80	75
New Enrollments	75	
Total Served	155	
Planned Carryovers	30	

Active Clients equal Cumulative Clients Served minus Cumulative Clients Exited

WORKFORCE INVESTMENT ACT
(Authorized Under Public Law 105-220)

GRANT SIGNATURE SHEET
Modification #1

Grant Name: WIA Title I Youth Grant #: 12Y495H4

Administrative Entity SC Appalachian Council of Governments PO Box 6668 30 Century Circle Greenville, SC 29606 (864) 242-9733	Contractor Name and Address Henkels & McCoy, Inc 985 Jolly Road, 3 rd Floor Training Svcs Blue Bell, PA 19422 (215) 283-8001
---	--

Effective Date of Modification: August 6, 2012

Changes due to this Modification have the following effect on Cost Categories:

GRANT AMOUNT BY CATEGORY			
	Administrative	Program	Total
Present Grant	\$0	\$850,000	\$850,000
Increase by	\$0	\$0	\$0
Decrease by	\$0	\$0	\$0
New Amount	\$0	\$850,000	\$850,000

Reason for Modification (Summary of Changes):

Transfer \$2,946.94 (7.34%) of the Participant Incentives line item back to Staff Salaries. Due to the FMLA request of a staff member in June 2012, the staff member's salary was reduced by \$3,468 and it was moved to Participant Incentives to accurately reflect the actual planned charges for this staff member's time as they went from 40 hrs/wk to 20 hrs/wk. The plan was that they would work this reduced schedule from 7/1/12-9/30/12, but their situation has improved and they are able to return to full-time on 8/6/12. See attached request for modification and amended budget.

Grant Period as of this Modification:

Beginning Date: July 1, 2012 Ending Date: June 30, 2013

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

Steven R. Pelissier 8/1/12
Signature Date

Sharon E. Crite 8/1/12
Witness Date

Approved for the Contractor

Name Mr. Fredrick P. Sulliff
Title National Director of Training Services

Fredrick P. Sulliff 8/6/12
Signature Date

Pat Perry 8/1/12
Witness Date

*Note: No signature or date stamps will be accepted



Comp

REQUEST FOR MODIFICATION

Grant Number: 12Y495H4	Date of Request: 7/30/12
Grantee: Palmetto Youth Connections	
Budget Modification Request 1	
List Below How the Grant Currently Reads: (Please list page number, section number and item number)	
SALARIES, FRINGE BENEFITS, & INDIRECT COST (page number N/A; budget forms)	
TOTAL SALARIES Line Item: Career Coach Position (Line or Position #9) (Increase of \$2,946.94) Original Cost: \$34,212.65 Budget Mod: \$36,246.87 (Increase of \$2,034.22)	
Line Item: Fringe Benefits Original Cost: \$114,571.49 Budget Mod: \$115,484.21 (Increase of \$912.72)	
WI CUSTOMER SUPPORTIVE SERVICES COSTS Line Item: Participant Incentives Original Cost: \$40,129.00 Budget Mod: \$37,182.53 (Reduction of \$2,946.94)	
List Below the Reading Per Your Request To Modify (Attach Any Modification Budget Sheets)	
Please see the attached revised budget forms and Budget Mod Comparison.	
Please Provide Brief Explanation for Your Request to Modify This Grant	
Palmetto Youth Connections requests WorkLink to approve the transfer of \$2,946.94; 7.34% of the Participant Incentives Line Item back to Staff Salaries. Due to the FMLA request of a staff member in June 2012 we reduced this staff member's salary by \$3,468.00 and it was moved to Participant Incentives to accurately reflect the actual planned charges for this staff member's time as they went from 40 hours per week to 20 hours per week. The plan was that they would work this reduced schedule from July 1, 2012 through September 30, 2012, but their situation has improved and they are able to return to fulltime on August 6, 2012. This staff member is needed as we had to double up on some workloads during their absence.	
*** DO NOT WRITE BELOW THIS SECTION ***	
WorkLink Budget Modification provided to: <u>WorkLink Executive Director, Shae Rozakos</u> WorkLink Budget Modification Approved Date: <u><i>Shae Rozakos</i> 7/31/12</u>	

PYC2/10

WorkLink PYC Budget Negotiation Comparison

		Original Proposal Budget		Budget Mod#1	Amt of Increase or Decrease	% of Increase or Decrease	Justification
Slot Level							
		155		155	0	0.00%	No change
Staff Costs							
1. Regional Manager		\$ 18,761.60		\$ 18,761.60	\$0.00	0.00%	
2. Fiscal Representative		\$ 9,214.50		\$ 9,214.50	\$0.00	0.00%	
3. PM Data-Fiscal Analyst		\$ 10,926.50		\$ 10,926.50	\$0.00	0.00%	
4. Area Manager		\$ 25,285.52		\$ 25,285.52	\$0.00	0.00%	
5. Data-Fiscal Analyst		\$ 11,839.00		\$ 11,839.00	\$0.00	0.00%	
6. Program Manager		\$ 49,760.88		\$ 49,760.88	\$0.00	0.00%	
7. Career Coach		\$ 42,277.56		\$ 42,277.56	\$0.00	0.00%	
8. Career Coach		\$ 33,387.12		\$ 33,387.12	\$0.00	0.00%	
9. Career Coach		\$ 34,212.65		\$ 36,246.87	\$2,034.22	5.61%	
10. Career Coach		\$ 36,691.72		\$ 36,691.72	\$0.00	0.00%	
11. Career Coach		\$ 33,046.00		\$ 33,046.00	\$0.00	0.00%	
12. Workforce Specialist		\$ 32,619.60		\$ 32,619.60	\$0.00	0.00%	
Sub-Total of Staff Costs		\$ 338,022.65		\$ 340,056.87	\$2,034.22	0.60%	
Fringe Benefits	Rate						
Health Insurance	20.16%	\$ 68,154.22	20.23%	\$ 68,787.60	\$633.38	0.92%	
FICA	7.65%	\$ 25,858.73	7.65%	\$ 25,014.35	\$155.62	0.60%	
State UEC-SUI	2.64%	\$ 8,923.80	2.64%	\$ 8,977.50	\$53.70	0.60%	
FUT	0.12%	\$ 412.39	0.12%	\$ 414.87	\$2.48	0.60%	
SC WC	0.24%	\$ 811.25	0.24%	\$ 816.14	\$4.89	0.60%	
Public-General Liability	3.08%	\$ 10,411.10	3.08%	\$ 10,473.75	\$62.65	0.60%	
Sub-Total Fringe:	33.89%	\$ 114,571.49	33.96%	\$ 115,484.21	\$912.72	0.79%	
Operating Costs							
1.1 Facility, Utilities, Maintenance		\$ 12,000.00		\$ 12,000.00	\$0.00	0.00%	
1.2 Staff Consumable Supplies		\$ 7,200.00		\$ 7,200.00	\$0.00	0.00%	
1.3 Advertising, Outreach		\$ 6,000.00		\$ 6,000.00	\$0.00	0.00%	
1.4 Copy, Print		\$ 4,800.00		\$ 4,800.00	\$0.00	0.00%	
1.5 Communications		\$ 13,322.01		\$ 13,322.01	\$0.00	0.00%	
1.6 Staff Travel		\$ 23,729.80		\$ 23,729.80	\$0.00	0.00%	
1.7 Staff Conferences, Training		\$ 4,500.00		\$ 4,500.00	\$0.00	0.00%	
1.8 Staff Computer Leases		\$ 7,642.87		\$ 7,642.88	\$0.00	0.00%	
1.9 Postage		\$ 3,835.00		\$ 3,835.00	\$0.00	0.00%	
Sub-Total Operating		\$ 83,029.68		\$ 83,029.68	\$0.00	0.00%	

Training						
2.1 Participant Supplies		\$ 4,650.00		\$ 4,650.00	\$0.00	0.00%
2.2 Participant Books		\$ 4,650.00		\$ 4,650.00	\$0.00	0.00%
2.3 Credential Exam Fees (NRE, C.N.A., GED, etc.)		\$ 7,850.00		\$ 7,850.00	\$0.00	0.00%
2.4 TABE Testing Materials		\$ 2,050.00		\$ 2,050.00	\$0.00	0.00%
2.5 Tuition (Adult Education)		\$ 38,758.40		\$ 38,758.40	\$0.00	0.00%
2.6 Tuition (College or Vocational)		\$ 34,650.00		\$ 34,650.00	\$0.00	0.00%
2.7 Dual Credit Diploma (GTC or Other)		\$ -		\$ -	\$0.00	
2.8 On-the-Job Training		\$ -		\$ -	\$0.00	
2.9 Work Experience		\$ 27,840.00		\$ 27,840.00	\$0.00	0.00%
2.10 Awards / Events		\$ 1,600.00		\$ 1,600.00	\$0.00	0.00%
2.11 Software Licenses		\$ 3,600.00		\$ 3,600.00	\$0.00	0.00%
2.12 Work Keys		\$ -		\$ -	\$0.00	
Sub-Total Training		\$ 125,648.40		\$ 125,648.40	\$0.00	0.00%
Supportive Services						
3.1 Participant Incentives (Skill Invoices)		\$ 40,129.47		\$ 37,182.53	(\$2,946.94)	-7.93%
3.2 Transportation		\$ 22,500.00		\$ 22,500.00	\$0.00	0.00%
3.3 Childcare		\$ 4,800.00		\$ 4,800.00	\$0.00	0.00%
3.4 Training Support Materials		\$ 3,100.00		\$ 3,100.00	\$0.00	0.00%
3.5 Emergency Assistance		\$ 3,500.00		\$ 3,500.00	\$0.00	0.00%
3.6 Laptop Incentive		\$ -		\$ -	\$0.00	
Sub-Total of Supportive Services		\$ 74,029.47		\$ 71,082.53	(\$2,946.94)	-4.15%
Sub-Total of Contract Costs						
		\$ 735,301.69		\$ 735,301.69	\$0.00	0.00%
Indirect Cost & Fees						
Training Fee (Profit)	5.00%	\$ 36,765.08	5.00%	\$ 36,765.08	\$0.00	0.00%
Indirect Cost	9.83%	\$ 72,280.16	9.83%	\$ 72,280.16	\$0.00	0.00%
Audit Fee	0.70%	\$ 5,653.07	0.70%	\$ 5,653.07	\$0.00	0.00%
Sub-Total of Indirect & Fees		\$ 114,698.31		\$ 114,698.31	\$0.00	0.00%
		\$ 850,000.00		\$ 850,000.00	\$0.00	0.00%

WORKFORCE INVESTMENT BOARD
 WorkLink Workforce Investment Area
GRANT BUDGET SUMMARY

Service Provider Henkels & McCoy, Inc. Contract # 12Y495H4
 Project/Activity Palmetto Youth Connections Funding Source WIA Modification # 1

Line Items	Administrative	Non-Administrative	Total Budget Amount
Salaries & Fringe Benefits		\$455,541.08	\$ 455,541.08
Facilities/Rent Costs (space)		\$ 12,000.00	\$ 12,000.00
Non-Expendable Equipment Costs		\$ 11,242.88	\$ 11,242.88
Operating Expenses		\$ 57,536.81	\$ 57,536.81
WI Customer Wages and Fringe Benefits		\$ 27,840.00	\$ 27,840.00
WI Customer Individualized Training Costs		\$ 87,958.40	\$ 87,958.40
WI Customer Supportive Services Costs		\$ 30,400.00	\$ 30,400.00
WI Customer Needs-Based/Needs-Related Payment Costs		\$ 40,682.53	\$ 40,682.53
WI Payments to Employers Costs		\$ -	\$ -
Staff Training/Tech Services Costs		\$ 4,500.00	\$ 4,500.00
Other Direct Costs		\$ 13,253.07	\$ 13,253.07
Training Fees/Professional Fees/ Profit		\$ 36,765.08	\$ 36,765.08
Indirect Costs		\$ 72,280.16	\$ 72,280.16
Total Budget Costs	\$0	\$ 850,000.00	\$ 850,000.00
Percentage of Budget	0%	100%	
Cost Limitations	2% Maximum	At least 98%	100%

* In-Kind Contributions should not be included when calculating the Percentage of the Budget.

\$ 850,000.00
 \$ 850,000.00
 \$ -

1200

WORKFORCE INVESTMENT BOARD
 Pendleton District Workforce Investment Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider: Henkels & McCoy, Inc. Contract # 12Y495H4
 Project/ Activity: Palmetto Youth Connections Funding Source: WIA Mod # 1

STAFF & INDIRECT COST - BUDGET SUMMARY

SALARIES, FRINGE BENEFITS, & INDIRECT COST				ADMINISTRATION		NON-ADMINISTRATIVE	
Staff Salaries: Position Title	Salary Per Month	No. of Months	% of Time	TOTAL AMOUNT	Amount	%	Amount
1. Regional Manager, Kal Kunkiel	\$7,817	12	20%	\$18,762		100%	\$18,762
2. Fiscal Representative, Fran Bobbiock	\$3,839	12	20%	\$9,215		100%	\$9,215
3. PM Data-Fiscal Analyst, Melissa Deels	\$3,642	12	25%	\$10,927		100%	\$10,927
4. Area Manager, Diana Grant	\$5,268	12	40%	\$25,286		100%	\$25,286
5. Data-Fiscal Analyst, Lourdes Malone	\$3,289	12	30%	\$11,839		100%	\$11,839
6. Program Manager, Karen Craven	\$4,147	12	100%	\$49,761		100%	\$49,761
7. Career Coach, Ann Marie Baker	\$3,523	12	100%	\$42,278		100%	\$42,278
8. Career Coach, Deb Jorgensen	\$2,782	12	100%	\$33,387		100%	\$33,387
9. Career Coach, Christina McCurry-Cobb	\$3,173	12	96%	\$36,247		100%	\$36,247
10. Career Coach, Nicole Smith	\$3,058	12	100%	\$36,692		100%	\$36,692
11. Career Coach, Rhonda Wiegand	\$2,754	12	100%	\$33,046		100%	\$33,046
12. Workforce Specialist, Jennifer Campbell	\$2,718	12	100%	\$32,620		100%	\$32,620
TOTAL SALARIES			100%	\$0	\$0	100%	\$0
TOTAL SALARIES				\$340,057	\$0		\$340,057
FRINGE BENEFITS:							
FICA		X	7.65%	\$26,014	\$0		\$26,014
Workers Comp.		X	0.24%	\$816	\$0		\$816
Health & Wealth (Pos. Level)		X	20.23%	\$68,788	\$0		\$68,788
Ret. / Pension		X	0.00%	\$0	\$0		\$0
Unemployment Insurance (State & Federal)		X	2.76%	\$9,392	\$0		\$9,392
Other (Specify): General Liability Insurance		X	3.08%	\$10,474	\$0		\$10,474
TOTAL FRINGE BENEFITS			33.96%	\$115,484	\$0		\$115,484
INDIRECT COST: RATE		X	9.83%	\$ 72,280.16	\$0		\$ 72,280.16
TOTAL COST				\$527,821	\$0		\$527,821

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

PY'12 Annual Plan Modification

Service Provider Henkels & McCoy, Inc. Contract #: 12Y495H4
 Project/Activity Palmetto Youth Connections Fund Source WIA Mod # 1

Cost and Price Analysis	Total Cost	Administrative	Non-Administrative
FACILITIES COST * Including Water & Electric			
(Tri-County Technical College Office-GTC)	12,000		12,000
Total Cost of Facilities or Rent	12,000		12,000
NON-EXPENDABLE EQUIPMENT			
Equipment Rental Cost *			
Non-Expendable Equipment Purchases (Staff Computer Leases)	7,643		7,643
Wide Area Network (WAN) Equipment and Computer Software	0		0
Skills Tutor, TABE Online & ETO Database	3,600		3,600
Total Cost of Non-Expendable Equipment	11,243		11,243
OPERATING EXPENSES			
Communications	13,322		13,322
Local Telephone Cost	0		0
Cell Phones including Long Distance Telephone Costs	0		0
Wide Area Network Lines	0		0
Postage	3,835		3,835
Facsimile (Fax)			
Total Cost of Communications	17,157		17,157
Staff Travel			
Local Mileage cost	16,730		16,730
Non-Local Mileage cost			0
Non-Local Per Diem/Lodging Cost	7,000		7,000
			0
Total Cost of Staff Travel	23,730		23,730
Expendable Supplies and Materials			
Office/Desktop Supplies and Materials Cost	7,200		7,200
Copying Cost *	4,800		4,800
WI Customer Supplies and Materials Cost *	4,650		4,650
Total Cost of Supplies and Materials	16,650		16,650
Equipment Maintenance and Repairs Cost * (Staff Computer Lease)	0		0
Utilities Cost *			0
Total Operating Expenses	57,537		57,537

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Cost and Price Analysis (Continued)	Total Cost	Administrative	Non-Administrative
WI CUSTOMER WAGES AND FRINGE BENEFITS			
Work Experience Wages and Fringe Benefits			
Work Experience Wage Cost	27,840		27,840
Work Experience Fringe Benefits Cost			
Total Cost of Work Experience	27,840		27,840
Limited Internship Wages and Fringe Benefits			
Limited Internship Wage Cost (Paid as a Stipend-No Fringe)	0		0
Limited Internship Fringe Benefits Cost			
Total Cost of Limited Internship	0		0
Miscellaneous Wage Cost (Specify)			
Wage Cost	0		0
Fringe Benefits Cost			
Total Cost of	0		0
Total Cost of WI Customer Wages & Fringe Benefits	27,840		27,840
WI CUSTOMER INDIVIDUALIZED TRAINING COSTS			
Assessment & Exam Fees (GED, NRF, TABE, etc.)	7,850		7,850
TABE Testing Materials	2,050		2,050
Student Books	4,850		4,850
Other Individualized Training Cost			
(Adult Education Tuition paid monthly as Teacher Salary as per MOA)	38,758		38,758
Voucher Cost			
(Technical College Tuition for PYC Occupational Skills Training)	34,850		34,850
Total Cost WI Customer Individualized Training	87,958		87,958
WI CUSTOMER SUPPORTIVE SERVICES COSTS			
Child Care	4,800		4,800
Transportation	22,500		22,500
Training Support Materials	3,100		3,100
Training Payment Cost (Summer Youth Only)			
Total Cost of Customer Support Services	30,400		30,400
WI CUSTOMER NEEDS-BASED/NEED-RELATED PAYMENTS			
List Type and Amount			
Participant Incentives - Skill Invoices	37,183		37,183
Emergency Assistance	3,500		3,500
Total Cost of WI Needs Based/Need-Related Payments	40,683		40,683
WI PAYMENTS TO EMPLOYERS			
On-the-Job Training (OJT)	0		0
Job Creation Payment Cost			
Total Cost of WI Payments to Employers	0		0
STAFF TRAINING/TECHNICAL SERVICES COSTS			
Staff Development Training (Conferences or Onsite Training)	4,500		4,500
Total Cost of Staff Training/Technical Services	4,500		4,500
OTHER DIRECT COSTS			
List Type and Amount			
Audit Costs	5,853		5,853
Program Outreach	6,000		6,000
Award & Graduation Events	1,800		1,800
Total Other Direct Costs	13,253		13,253
TRAINING/PROFESSIONAL FEES/PROFIT			
Budgeted Profit			
Actual Profit (5% of total budget)	36,765		36,765
Budgeted and Actual Profit	36,765		36,765
Total Cost of Training/Professional Fees/Profit	36,765		36,765

* 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 Board
BUDGET FLOW PROJECTIONS

PY'12 Annual Plan Modification

Service Provider Henkels & McCoy, Inc. Contract # 12Y495H4

Project/Activity Palmetto Youth Connections Fund Source WIA

Mod # 1

Period	Cumulative Expenditures					
	Administration	%	Non-Administration	%	Totals	%
July-12	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
August-12	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
September-12	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
October-12	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
November-12	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
December-12	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
January-13	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
February-13	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
March-13	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
April-13	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
May-13	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%
June-13	\$0.00	0%	\$70,833.33	100%	\$70,833.33	100%

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WORKFORCE INVESTMENT BOARD
Pendleton District Workforce Investment Area
CLIENT FLOW PROJECTIONS

PY'12 Annual Plan Modification

Service Provider: Henkels & McCoy, Inc. Contract # 12Y495H4

Project/Activity Palmetto Youth Connections Fund Source WIA

Mod # 1

Period	Clients Served			Clients Exited			Active Clients
	Carryover	New	Cumulative	Positive	negative	Cumulative	
July-12	80	5	85	8	2	10	75
August-12	75	5	80	7	3	10	70
September-12	70	10	80	15	5	20	60
October-12	60	5	65	8	2	10	55
November-12	55	5	60	6	4	10	50
December-12	50	5	55	8	2	10	45
January-13	45	10	55	5	5	10	45
February-13	45	10	55	6	4	10	45
March-13	45	10	55	6	4	10	45
April-13	45	5	50	3	2	5	45
May-13	45	5	50	7	3	10	40
June-13	40	0	40	5	5	10	30

Carryovers 80 **75**

New Enrollments 75

Total Served 155

Planned Carryovers 30

Active Clients equal Cumulative Clients Served minus Cumulative Clients Exited

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WorkLink Workforce Investment Board

On-the-Job Training (OJT) Statement of Work

I. The Purpose of this Statement of Work is to:

- Encourage an increase in the utilization of on-the-job-training (OJT). OJT is a strategy that has a proven track record of helping unemployed workers gain new skills to find and retain employment.
- Provide minimum standards for operating WorkLink's federally funded OJT program.
- Develop consistent protocol and processes across the WorkLink workforce area for outreach and building effective OJTs.

II. Overview of OJT

OJT is one strategy for individuals to receive training funded through the Workforce Investment Act (WIA). 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 service strategy of the participant, as appropriate.¹

OJT is an excellent 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 (for instance):

- 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.

¹ WIA section 101 (31)(C) and 20 CFR 663.700(c).

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.² 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.

III. OJT Policies

Establishing OJT policies is critical for consistency and institutionalizing practices an OJT provider wants to deliver or mandate. Further, it provides staff a reference for managing the OJT system. WorkLink's OJT policies include:

- Requirements – WorkLink will adhere to guidance from the federal, state, and local Board's regulations and procedures. This includes the mandatory documents and guidance on developing these documents to meet the OJT requirements. (See the section listed below called "Required Documents.")
- Types of OJTs – WorkLink has policies surrounding the types of OJT that will be available.
 - WorkLink will not write contracts for less than \$8.25/hour, and will strive for higher paying, self-sufficient jobs in the WorkLink area.
 - WorkLink will not place individuals in OJT contracts for which the participant has all the skills necessary to perform the duties of the job.
 - Classroom training may lead to OJT, but may not be entered into simultaneously. In this circumstance, the OJT occupation must be directly related to the WIA funded classroom training.
- Guidance on the duration of an OJT training plan - although there is no legal limit to the duration of training, WorkLink has historically kept the length of training range at eight weeks (320 hours) to twelve weeks (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 2-6). All OJTs must be full-time status, defined as working 30 hours per week or more. Employers will not be reimbursed for hours worked over 40 hours.
- Additional items for reimbursement - in addition to the cost of training, generally calculated at a portion of the hourly wage, WorkLink will reimburse the employer or the individual for the cost of such items as uniforms, tools, licensing fees, or additional coursework related to the training occupation as stated in WorkLink's Supportive Service Policy.

² Please note that the reimbursement rate may vary by size of employer and per OJT funding.

- Allowable costs – WorkLink will not reimburse an employer for any holiday, annual or sick days taken by the employee.
- Reimbursement terms – WorkLink will reimburse the employer monthly, quarterly, or at the end of the training period per the employer's request.

IV. OJT Outreach

OJT training will be marketed at the local level, and to both employers and job seekers. Information about OJT should be integrated into the Business Services function and the Job Seeker Services function. Objectives for outreach are defined regionally and should be suited to WorkLink's employment conditions focusing on jobs in high-growth sectors or occupations.

Outreach can be done directly or indirectly to both employers and job seekers. Integrating OJT outreach into the Business Services minimizes the chance of multiple staff contacting one employer. Outreach includes, but is not limited to: face-to-face contacts, mail outs (introductory letters, notes of appreciation, newsletters), involvement with business organizations, press releases, networking with other agencies, and speaking to civic organizations.

WorkLink's Outreach strategies include:

- Researching companies thoroughly before contact and note previous labor needs.
- Working with nearby agencies to target high growth industries for regional outreach.
- Educating employers about how OJT training can enhance their business, cut waste, help train employees, reduce turnover and increase profits.
- Educating job seekers about how to sell OJT training to potential employers.
- Projecting company savings by utilizing OJT.
- Ensuring employer generated required paperwork is minimal.
- Encouraging the job seeker use an introductory letter from the OJT provider when interacting with employers as part of the job search

V. Employer Pre-Screening for OJT

OJT is provided under an agreement with an employer in the public, private non-profit, or private sector. Prior to entering into an OJT agreement, a pre-screening should be conducted to ensure that the employer meets the minimum standards and can provide both training and long-term employment to an OJT trainee. Employer checklists include (at a minimum):

- Worker Adjustment and Retraining Notification Act (WARN) notices have previously been filed.

- The company has not exhibited a pattern of failing to provide OJT trainees with continued long-term employment.
- Company verifies WIA funds will **not** be used to relocate operations in whole or in part.
- Company has operated at current location for at least 120 days. If less than 120 days and the business relocated from another area in the U.S and individual(s), employees were not laid off at the previous location as a result of the relocation.
- Company commits to providing long-term employment for successful OJT trainees.
- If the company has a collective bargaining agreement, the OJT contract does not impair existing contracts for services or collective bargaining agreements. If, as a program authorized under title I of WIA, the OJT would be inconsistent with a collective bargaining agreement, the program obtains written concurrence from the appropriate labor organization and employer before the OJT activity begins.³
- OJT funds will not be used to directly or indirectly assist, promote or deter union organizing.
- The OJT will not result in the full or partial displacement of employed workers.
- Trainee wages to be paid are at least equal to:
 - ü The federal, state or local minimum wage (Fair Labor Standards Act).
 - ü Other employees in the same occupation with similar experience.
- Trainees will be provided the same workers' compensation, health insurance, unemployment insurance, retirement benefits, etc. as regular, non-OJT employees.
- The employer will comply with the non-discrimination and equal opportunity provisions of WIA and its regulations.

VI. OJT Trainee Requirements

Only those individuals who meet the eligibility requirements for intensive services, who have received an assessment and for whom an Individual Employment Plan (IEP) has been developed may be considered for OJT, as well as any type of training under WIA. An individual referred to a One Stop Career Center by an employer may be considered for OJT with that employer only after the individual has met eligibility requirements for intensive services, has received an assessment, and for whom an IEP has been developed and indicates an OJT is appropriate.

³ 20 CFR 667.270(b)

Proper program eligibility is required for each funding source, i.e. WIA formula, low income, state set-aside, National Emergency Grants (NEG) (dislocated worker), or Trade Act eligible. Regardless of the funding stream, consideration should be given to: the skill requirements of the occupation; the academic and occupational skill level of the participant; prior work experience; and the participant's IEP.

Once the preliminary IEP information has been gathered and the assessment process is completed, the following considerations should be addressed:

- Does the participant need to learn skills for the desired position, or have those skills already been acquired?
- Does the participant have a need for training?
- What is the best way for the individual to obtain the skills needed (i.e., OJT or occupational skills training)?
- Can the position be obtained at this company without OJT training? If a need for OJT cannot be documented, a direct placement or referral to other services should be considered. If a need for OJT has been determined and recorded on the IEP, a referral may be made to appropriate employers
- Is the participant likely to succeed in training?

Factors used to select OJT as the most appropriate referral may include the participant's need for occupational training, participant's job readiness, and match of referral to the participant's needs, interests, and employment objectives, and capability of the participant's to complete the training. The IEP documentation of a participant's appropriateness for OJT is required prior to employer selection. In summary, WorkLink will work with the Intensive Service Provider to not only ensure the *eligibility* of the participant/trainee, but also to assure the individual's *suitability* for OJT with the employer in question.

VII. Required Documents

To encourage the use of OJT by employers and job seekers, it is critical that the OJT providers keep paperwork to a minimum. However, there are several documents required to effectively implement an OJT including OJT contracts, training plans, invoicing and monitoring documentation. Please note that OJT is considered a program cost under WIA and should be reported as such on financial reports.

A. *OJT CONTRACT MINIMUM REQUIREMENTS*

An employer 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 OJT with an employer and ensures there is a legally binding agreement between the employer and the OJT provider.

Contracts are the terms and conditions that the employer and OJT provider agree to provide for an OJT experience.

At a minimum, an OJT contract must comply with the requirements of WIA rules and regulations including identifying the occupation, skills and competencies to be learned, and the length of time the training will be provided.⁴

B. TRAINING PLANS

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. OJT providers 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.

The Training Plan must include:

- Trainee information - name and contact information of participant and Social Security Number;
- 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 OJT provider and date.

In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, level of difficulty, and the participant’s IEP⁵. The level of difficulty is determined from an assessment of the job description.

⁴ 20 CFR Sec. 663.700(c)

⁵ WIA sec. 101(31)(CC)

For example, if the job requires the repair of machinery, a determination needs to be made of tools needed, the precision needed to use the tools successfully, skills needed to diagnose problems, and the training needed to successfully disassemble and reassemble parts. O*NET is a useful resource to use in determining the length of training; however, O*NET should not be relied upon exclusively at the risk of overlooking the needs, skills, and abilities of the participant and the specific needs of the employer.

The training plan becomes the work statement of the contract and followed as a guide when delivering training. The training plan is also useful for determining whether the services contracted for are delivered. Once skills have been identified and a method for measuring them has been established, trainee progress can be determined.

C. *INVOICING*

Payments to employers for OJT shall be in compliance with WIA program guidelines. Payments to employers are in compensation for the “extraordinary costs” associated with training participants.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.

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.

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/time cards) 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

⁶ WIA sec. 101(31)(B)

⁷ WIA section 181(a)(1)(A)

D. MONITORING

Monitoring is the responsibility of both the state and the local area, though the duty may be assigned to another designated entity or individual. Monitoring at the local level will include oversight of the participant training and corresponding employer payroll records. To ensure validity and propriety of the reimbursement amounts claimed, and that the training for which the contract is written is actually delivered, on site monitoring of OJT employers is required. The on-site monitoring of the OJT 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.



**Request for Proposal
#12-WIA-02**

**OneStop Operator &
Adult and Dislocated Worker Workforce Development
Services**

**Funded by:
Title I of the Workforce Investment Act (WIA) of 1998**

**Program Year 2012
(July 1, 2012 – June 30, 2013 with extension options)**

Administered by:
WorkLink Workforce Investment Corporation
511 Westinghouse Rd
Pendleton, SC 29670
(864) 646-1515 TTY 711
<http://worklink.scworks.org>
Shae Rozakos, Executive Director

An Equal Opportunity Employer / Program

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PART 1: INTRODUCTION

A. Purpose

The WorkLink Workforce Investment Corporation, through its Workforce Investment Board (hereafter “WorkLink WIB”), is seeking proposals from organizations to:

1. Operate the local OneStop (hereafter “SC Works”) System and Centers, and
2. Operate, manage, and deliver Title I-B Adult and Dislocated Worker workforce development services, authorized under the Workforce Investment Act (hereafter “WIA”) of 1998.

All WIA-funded services must be delivered in accordance with WIA rules and regulations, guidance from the State of South Carolina (hereafter “the State”), and policies set forth by the WorkLink WIB.

Workforce development minded organizations with or without previous experience as a contractor with WorkLink are encouraged to submit proposals; however, only proposals from organizations that can demonstrate that they have the ability to provide workforce development services within the WorkLink region will be accepted.

Funding for this Request for Proposals (RFP), and any contract(s) awarded to successful proposers is through Title I of the Workforce Investment Act of 1998.

B. Contact Information

The sole point of contact for information on this program is:

Jennifer Kelly, OneStop Operations Coordinator
 WorkLink Workforce Investment Board
 511 Westinghouse Road, Pendleton, SC 29670
 jkelly@worklinkweb.com
 P: (864) 646-5898 (TTY 711)
 F: (864) 646-2814

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Only if authorized by WorkLink’s contact may another staff member, board member, or elected official provide information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the proposal arrives in a timely manner. Questions concerning this RFP, the applications process, or programmatic issues, should be submitted by fax or email. Contact information is provided above; however, WorkLink WIB staff cannot assist proposers with actual preparation of their proposal. During the period of time between the publication date of the RFP and the deadline to submit technical RFP questions, WorkLink WIB can only respond to technical questions about the RFP submitted by fax or email.

PART 2: BACKGROUND INFORMATION

A. Governing Authority

The WorkLink WIB was created as a result of the Workforce Investment Act (WIA) of 1998. The County Council local elected officials (LEOs) and the WorkLink WIB work in partnership to set policy for the region and all eligible WIA participants. The WorkLink WIB is appointed by the LEOs

to serve as an oversight and policy-making body for federally-funded employment and training programs and workforce development services in Anderson, Oconee, and Pickens Counties of South Carolina.

The WorkLink WIB is currently a 25-member board comprised of business leaders and representatives from education, economic development, social services, rehabilitative agencies, labor, and other community entities. The WIB currently has a staff of 7 individuals that carry out the business of the Board including oversight and monitoring of the contracts awarded to outside entities.

1. **Mission and Vision** - WorkLink has adopted the following:

- **Vision Statement** - To have a fully employed, skilled workforce.
- **Mission Statement** – To develop the link between employers and the workforce.
- **Core Purpose** - To improve the workforce and the quality of life in the tri-county region and to be the vehicle for workforce development in the tri-county region.

2. **Strategic Planning** - The WorkLink WIB finalized a five-year strategic plan in the spring of 2009 (See attachment I, Strategic Plan). Out of this plan came the WIB's four main goals:

- We will understand the skill level of the workforce.
- We will involve businesses in the WIB and WIB activities.
- We will integrate the workforce development system.
- We will create a common theme for the WIB and the workforce system.

3. **Board Structure** - The WorkLink WIB created committees in order to best utilize areas of expertise among Board members in addressing the Strategic Plan. The Committee structure includes:

- *Executive Committee* - Forms committees, sets agenda, oversees business of the Board. Acts as the liaison between the County Councils and the Board.
- *Finance Committee* – Sets the Board budget and approves all committee requests involving utilization of funds.
- *Business Partnerships Committee* – Develops policy recommendations for the Executive Committee on ways to meet the workforce needs of WorkLink's employers.
- *Marketing Committee* – Develops all outreach materials and events on behalf of the Board and the SC Works Centers.
- *Workforce Skills & Education Committee* – Integrates the services and resources of workforce development programs into a comprehensive and seamless SC Works System that is responsive to the needs of employers, jobseekers, and career changers. Monitors performance of the SC Works system.
- *Youth Council* – Develop policy recommendations for the Executive Committee on ways to meet the educational and job seeking needs of Youth ages 14-21. Monitors performance of the Youth Service Provider.

4. **Board's Roles and Responsibilities**

The Board is responsible for the workforce development system throughout the tri-county area. This system must serve the needs of employers, job and training seekers, adults, and welfare

recipients transitioning to employment. The system must provide reliable and valid information so customers can make informed decisions about training and employment; connect customers to other service providers in the system and the community; help customers access diverse funding sources for training; and provide quality job matching services for the job seekers and employers.

The Board has the responsibility to oversee and evaluate the SC Works System and the Business Services Integration Team throughout the local Workforce Investment Area. As such, they are committed to the highest quality services and achievement of performance standards through outstanding customer satisfaction and continuous improvement. The WIB staff will be available to provide the successful proposer the technical assistance and capacity building needed to achieve the highest level of performance combined with outstanding customer satisfaction.

Responsibilities of the Board include:

Federal Connection:

- Ensure that Federal policies, procedures and guidelines are correctly implemented
- Allocate Federal workforce development funds within the SC Works System and Youth Activities
- Provide data and reports as needed to satisfy Federal systems
- Participate in Federal funding opportunities that further the Board's vision for the SC Works System

State Connection:

- Ensure that State policies, procedures and guidelines are correctly implemented
- Allocate State workforce development funds
- Provide data and reports as needed to satisfy State systems
- Participate in State funding opportunities that further the Board's vision for the SC Works System

Local Connection:

- Comply with local government policies (the WIB's fiscal agent) and regulations
- Serve as the convener for Workforce Development in the tri-county area
- Partner with local organizations on community needs

Technological Connectivity:

- Manage the local information system for the Workforce Investment Act programs and activities, with linkages to the State's system
- House the SC Works Online System (SCWOS) Coordinator

Evaluation:

- Approve customer satisfaction survey tool throughout the system and other evaluation tools
- Charter the successful operator of the SC Works Centers
- Maintain a grievance procedure for customers to access if the Operator grievance procedures do not produce a resolution

- Meet with SC Works Operator regularly to listen to suggestions, discuss issues and resolve concerns. In year one, a formal meeting should occur at least once per month between WIB staff and the SC Works Center's Management staff
- Monitor and report on quality, performance, and cost effectiveness, through on-site visits, records review, evaluations, expenditure review, and other methods as needed

Marketing:

- Approve site location, facilities, and equipment that contribute to a quality center and customer satisfaction
- Approve marketing materials funded by the Board or containing information about the Board's programs
- Provide SC Works Operator a common name, logo, and signage to promote the identity of the SC Works System
- Ensure connectivity between the SC Works Operator and local and regional entities such as Chambers of Commerce, public educational institutions, economic development entities, etc.

Performance/Compliance:

- Provide technical assistance on all policies, procedures and rules that impact the operation of centers, and give assistance as needed for compliance
- Develop and provide technical assistance to build capacity to help operator meet quality and consistency standards as well as to meet or exceed performance goals within the SC Works system
- Ensure compliance with all rules, regulations and procedures issued by all funding sources. The roles and responsibilities may be refined and changed as:
 - The WIA regulations and procedures are changed by the U.S. Department of Labor,
 - State policy and requirements are created and implemented throughout the State's workforce development system, and
 - Local direction and procedures are adopted or revised by the Board.
- Perform fiscal and programmatic monitoring for compliance in accordance with Federal, State and local standards
- Track the outcome of each performance measure
- Approve regional education/training providers for inclusion on the State Training Provider List

Fiscal:

- Ensure that administrative and programmatic cost categories are properly implemented
- Confirm that costs are correctly allocated to the associated funding stream
- Verify that SC Works System costs are allocated according to the MOUs
- Provide technical assistance to the fiscal staff of the SC Works Operator

5. Administrative Entity

The South Carolina Appalachian Council of Governments (ACOG) is WorkLink's Administrative Entity and Fiscal Agent. All Contracts will be entered into with the ACOG on behalf of the WorkLink WIB.

6. Local Considerations

WorkLink WIB has recently become a 501(c)(3) designation. WorkLink intends to solicit grants from other sources in order to address needs in the WorkLink region that may not be addressed by the Workforce Investment Act. WorkLink is officially the WorkLink Workforce Investment Corporation, but may be interchangeable with WorkLink WIB.

WorkLink WIB, in partnership with the Local Elected Officials (LEO), is currently reviewing its relationship with the administrative entity described above in number 5. If any changes occur with WorkLink's administrative entity, a new contract will be executed with the contractor for the remaining timeframe outlined in this proposal.

WorkLink WIB is currently reviewing its committee structure in order to align Board members with areas of expertise and interest. WorkLink staff will inform the contractor of any impact the committee re-structuring will have on the operation of the SC Works Centers.

WorkLink WIB has entered into a Memorandum of Agreement (MOA) with Department of Employment and Workforce (DEW) for PY2011. This MOA establishes an agreement between DEW and WorkLink for the Operator and the WIA functions to be housed in the DEW facilities with Wagner-Peysers, Unemployment Insurance, and Veteran Representatives. It also establishes fair share reimbursement rates for DEW and WIA programs, and also outlines the IT Service agreement that the WIB has with DEW. (See attachment II, Memorandums of Agreement)

WorkLink WIB is seeking alternate facilities and locations for one or all SC Works Center operations in the WorkLink region. In the event that new SC Works Center locations are formed, the contractor must be willing to work with the WIB to arrange for re-location so that services to the community will not lapse.

7. State Considerations

The State has implemented OneStop Chartering Criteria, hereinafter OneStop Certification Standards (Attachment III), as of July 1, 2011. There is a two-year timeframe to have each SC Works Center certified. The WorkLink WIB must achieve OneStop Certification for each center as set forth by the State by June 30, 2013. A possible consequence of failure to achieve OneStop Certification includes loss of funding. WorkLink has submitted its self-assessment and is in the technical assistance phase. A copy of the self-assessment and a timeline is found in the Onestop Certification Standards Attachment.

The Trade Adjustment Assistance (TAA) program is operated under the purview of the SC Department of Employment and Workforce. Due to federal legislation, the WIA programs are mandated to work in cooperation with TAA. Therefore, the State of SC has mandated that all TAA participants referred to WIA must be co-enrolled if eligible for WIA services.

8. Federal Considerations

Congress is currently considering legislation to reauthorize the Workforce Investment Act (WIA) of 1998. WorkLink Workforce Investment Board reserves the right to cancel or modify this request for proposal or the scope of funding of an approved WIA program to any extent necessary

to ensure compliance with state and/or federal guidelines once reauthorization is signed, or if available WIA funding is impacted due to the federal and/or state budget appropriations. This may occur at any time prior to/or during implementation of the WIA programs for PY2012 or any applicable extensions. Therefore, all successful proposers must demonstrate the capability and agree, in advance, to modify their program design to comply with the new regulations and/or changes to available funds.

9. **Veteran Priority of Service**

Enacted on November 7, 2002, the Jobs for Veterans Act of 2002 (Public Law 107-288) has the overall objective of "revising and improving employment, training, and placement services furnished to veterans." One provision of the Act requires workforce development programs funded in whole or in part by the U.S. Department of Labor to provide priority of service to veterans and, under certain circumstances, spouses of veterans. The Workforce Investment Act of 1998 and Wagner-Peyser (among other program partners) is subject to this law.

B. **Workforce Landscape**

For labor market information for the WorkLink area, reference Attachment IV, "WorkLink Community Profile," Attachment V, "Insights," and Attachment VI, "County Profiles."

PART 3: WORKFORCE INVESTMENT ACT AT-A-GLANCE

A. **WIA Guiding Principles**

The Workforce Investment Act (WIA) is based on seven guiding principles to be adopted by state and local workforce development systems:

- *Streamlined services.* Integrating multiple employment and training programs at the "street level" through the SC Works delivery system to simplify and expand access to services for job seekers and employers.
- *Individual empowerment.* Empowering individuals to obtain the services and skills they need to enhance their employment opportunities through Individual Training Accounts (ITAs), which enable eligible participants to choose the qualified training program that best meets their needs. The development of "consumer reports," containing information for each training provider, allows individuals to make informed training choices.
- *Universal access.* Granting access to every individual through the SC Works Center delivery system to core employment-related services. Customers can obtain job search assistance as well as labor market information about job vacancies, the skills needed for occupations in demand, wages paid, and other relevant employment trends in the local, regional, and national economy.
- *Increased accountability.* Holding states, localities, and training providers accountable for their performance. A strengthened role for the local private sector. Local Workforce Investment Boards (WIBs) are business-led "boards of directors" for the local areas.
- *Enhanced state and local flexibility.* Giving states and localities the flexibility to build on existing reforms to implement innovative and comprehensive workforce investment systems. Through such mechanisms as unified planning, waivers, and Work-Flex, states and their local partners have the flexibility to tailor delivery systems to meet the particular needs of individual communities.

- *Improved youth programs.* Linking youth programs more closely to local labor market needs and the community as a whole, and providing a strong connection between academic and occupational learning. In addition, traditional employment and training services are augmented by an array of youth development activities.

B. An Overview of the SC Works System

The SC Works 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.

The following is only a sampling of the many services SC Works Centers provide:

- Job-search and job-placement assistance
- Free access to computers, Internet, fax machines, and printers for job search purposes
- Access to job listings
- Labor market information
- Assistance preparing resumes
- Comprehensive assessment of job skills, abilities, aptitudes, and needs
- Career counseling
- Workshops on topics such as interviewing skills
- Case management
- Pre-vocational services
- Information on Unemployment Insurance
- Individual employment plans
- Training in literacy skills
- Referrals to training, education, and related supportive services (such as transportation and child care)
- Outreach and recruitment for business

Services are advised by business and focus on customer choice. There are two types of SC Works Centers: comprehensive and affiliate. Comprehensive SC Works Centers provide access to all the services described here either on-site, or through referral. Affiliate SC Works Centers have some, but not all of the services available.

The WorkLink Region has designated three comprehensive SC Works Centers currently located at:

Anderson SC Works Center 309 W. Whitner St. Anderson, SC 29624	Liberty SC Works Center 317 Summit Dr. Liberty, SC 29657	Seneca SC Works Center 11091 N. Radio Station Rd. Seneca, SC 29678
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Other locations (comprehensive, affiliate, access points, or SC Works On-the-Go sites) may be determined and/or approved by the Board. The Contractor will be notified of any changes.

C. Title I-B WIA Adult & Dislocated Worker Services

The Adult and Dislocated Worker Programs, under Title I-B of the Workforce Investment Act of 1998, are designed to provide quality employment and training services to assist eligible individuals in finding and qualifying for meaningful employment, and to help employers find the skilled workers they need to compete and succeed in business.

1. Services

Services are provided through SC Works Centers. There are three levels of service:

Core services - includes outreach, job search and placement assistance, and labor market information available to all job seekers;

Intensive services - Includes more comprehensive assessments, development of individual employment plans and counseling and career planning; and

Training services - Customers are linked to job opportunities in their communities, including both occupational training and training in basic skills. Participants use an "individual training account" to select an appropriate training program from a qualified training provider.

All adults are eligible to receive Core Services described above. However, only WIA eligible individuals may also receive intensive and training services.

2. Additional Services

"Supportive" services such as transportation, childcare, dependent-care, housing and needs-related payments are provided under certain circumstances to allow an individual to participate in the program.

"Rapid Response" services at the employment site for employers and workers who are expected to lose their jobs as a result of company closings and mass layoffs.

Individuals whose layoff was created or affected by international trade, may access information and services under the Trade Act programs.

3. Performance Measures

All WIA funding is, in part, based on achieving Department of Labor's performance measures regarding employment and training. South Carolina has received a Waiver from Department of Labor to reduce the number of WIA performance measures to three common measures. The common measures that WorkLink is subject to are as follows:

- **Entered Employment** - To increase employment, as measured by entry into unsubsidized employment;
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment; and
- **Average Earnings** - To increase earnings received in unsubsidized employment.

The Contractor will be responsible for meeting all common measures. In the event that the Common Measures waiver from DOL is no longer in effect, the Contractor will be responsible for meeting all other performance measures as laid out by DOL.

4. WorkLink LWIA PY2011 Performance Goals

The Contractor will be expected to meet the following performance measures:

	Entered Employment	Retention Rate	Average Earnings
Adult	60.0%	82.0%	\$10,813
Dislocated Worker	64.0%	87.8%	\$12,000

*These levels are subject to change with WIA Reauthorization and/or the PY'12 measurements.

In addition to these three measures, the WorkLink Workforce Investment Board requires that the Contractor maintain a minimum overall “Satisfactory” customer service satisfaction rating from job seekers and employers.

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.

PART 4: SCOPE OF SERVICES AND OPERATIONS

The Scope of Services required for the SC Works Systems Operator will include but are not limited to:

A. SC Works Operator

The SC Works System Operator coordinates, facilitates, promotes, designs, and expedites services for the SC Works Centers as determined by WorkLink. The scope of operations involves the delivery of the full array of Workforce Investment Act (WIA), including WIA mandated and non-mandated partner organizations, services to all interested job seekers and employers of the three (3) Comprehensive SC Works Center locations, SC Works On-the-Go, and Access Points as identified in the SC Works System Business Plan (will be drafted by the Proposer if awarded a contract) or mandated by the WorkLink Workforce Investment Board.

In addition, the SC Works System Operator provides management and oversight of the partnership of agencies that comprise the SC Works Center system. The primary goal of the Operator is to 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. The Operator will oversee the development of a workforce that meets the employers’ needs in the WorkLink region. The SC Works System Operator will work closely with WIB staff to effectively implement an integrated SC Works System for employers and job seekers.

- Serve as the principal liaison between the SC Works Center Staff and the WIB staff in the development and implementation of all operational activities directly related to the SC Works Comprehensive Center services. The Operator, or designee, shall work closely with WIB staff in determining overall direction for the SC Works Centers and serving business customers.

- Complete the certification of all three SC Works Centers in the WorkLink region. Maintain those standards and strive for continuous improvement. Oversee local comprehensive center chartering and required staff certification as set forth by the WorkLink WIB and the State Workforce Investment Board. Monitor operations and provide quality control of all Centers. Additional information is detailed on page 15 of this request for proposals.
- Negotiate Memoranda of Understandings (MOU) with all partners. Develop resource sharing agreements, and determine the cost allocation plan for the three Centers. Update the MOU yearly, and reconcile each Resource Sharing Agreement and Cost Allocation Plan quarterly. (Note: WorkLink currently has an executed MOU, RSA, and Cost Allocation Plan with all partners dated June 30, 2012. See attachment VII, Memorandum of Understanding)
- Promote further integration of workforce development programs through joint planning with all partner agencies inclusive of those not currently co-located in the SC Works Centers. Partner Meetings should be held at a minimum once per quarter with minutes recorded.
- Recruit and maintain mandated and non-mandated partners co-location in the SC Works Centers.
- Write a Business Plan for each SC Works Center, and update annually. The SC Works Center Business Plans shall set forth the operations of each Comprehensive Center, SC Works On-the-Go unit, and Access Points. An anticipated SC Works Center budget must be included in the Business Plan. The WorkLink WIB must approve the SC Works Center Business Plans prior to implementation.
- Set goals and performance measures (in addition to DOL's Common Measures) through the development of the SC Works Center Business Plans that the WIB and the Partners endorse.
- Evaluate internal and external performance and quality measures and make necessary corrections to the Business Plan, Center workloads, and Access Points and SC Works On-the-Go locations.
- Manage and maintain financial records for the Centers and ensure that data is collected regarding any in-kind contributions.
- Ensure complete, accurate and timely data entry that is compliant with WIA reporting requirements.
- Prepare regular reports and recommendations to WorkLink staff related to Workforce Center Policy development, enhancements, and performance. Formulate and implement required action plans for improvement.
- Appoint a center manager(s) for the SC Works Comprehensive Center locations. Define the workforce center managers' responsibilities in conjunction with all partners. Must meet WorkLink WIB approval.
- Develop and implement Standard Operating Procedures for the Centers to include protocols for the services, processes, and functions the impact the workforce system's ability to operate in an integrated fashion.
- Functionally supervise all partner staff co-located in the SC Works Centers. Maintain close, collaborative relationships with the DEW Area Director and the DEW Staff Managers of each location. (See Attachment VIII, State Employment and Training Letter 11-11 "SC Works Center Leadership Team Roles and Responsibilities and Functional Supervision.")
- Coordinate ongoing cross-training of system staff and provide or request associated Technical Assistance. Ensure staffing and training/development decisions provide the necessary professionalism support and oversight for the designated workforce centers.

- Eliminate duplication 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.
- Develop and implement a continuous improvement process that connects all of the SC Works Center resources and affiliates, which results in the development of new strategies and evaluation tools to ensure the highest level of innovation within the SC Works system.
- Develop a SC Works Center Intake process across all programs that ensures timely, efficient customer service delivery standards. Coordinate services and events in the Center, including partner space, workshops and hiring events, tailored to meet partner, employer and job seeker needs.
- 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.
- Ensure that Core Services, Intensive Services, Training Coordination, and Follow-Up Services are taking place in the most efficient, cost-effective way possible.
- 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.
- Establish a Resource Room staffing schedule to have, 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 should be available to monitors.)
- Establish a Partner Schedule announcing presence of partner program staff in the Center. The schedule should be clearly posted for the customers in the Resource Room to see. Track referrals made and outcomes of referrals.
- Ensure that the Centers are accessible to all customers by meeting ADA requirements. An EO office/contact to handle all complaints should be established in writing.
- Ensure that Veteran's receive priority of service at all customer service delivery points.
- Market SC Works System services and ensure that the system is viewed as a part of the South Carolina SC Works System. In collaboration with WIB staff, systems partners, the business community and WIA partners, coordinate the development of marketing strategies for the SC Works Centers to ensure effective outreach and communication for recruiting of target populations.
- Support special grant funded programs and provide program support to non-WIA funded workforce grant services and projects as directed or as approved by WorkLink.
- Ensure all financial information and reporting is current and accurate. Establish written financial procedures.
- Procure and track inventory and supplies for the SC Works Centers.
- Collaborate with the WorkLink staff to secure facilities, IT Services, and other SC Works maintenance functions.

1. **OneStop Certification**

The SC Works SC Works Operator function must support the guiding principles described above, and achieve the major work components and standards necessary to acquire and maintain OneStop Certification Standards. These standards are:

- OneStop Management Standards
- Systems Standards for Employer Services
- System Standards for Job Seeker Services

It is expected that the successful Proposer will work in close partnership with the WorkLink WIB staff to provide guidance and leadership to the SC Works system to achieve the following outcomes:

- Deliver a high-quality, consistent set of services to jobseekers and employer customers.
- Ensure a mix of services that allow the system to serve a diverse customer base.
- Coordinate services and funding to support customer access to and success in postsecondary education.
- Support job seekers and workers progress toward economic self-sufficiency.
- Promote business- and industry-sector and employer-driven skilled development strategies.
- Maintain and consistently improve the integration of services and service providers within SC Works.
- Ensure high levels of accountability, cost-efficiency, and innovation to maximize resources and customer satisfaction.

The Operator is responsible for implementing and managing the SC Works system under policies and guidelines established by the WorkLink WIB, the State Workforce Investment Board, the offices of SCDEW, and the federal government. Under this component, the Operator is responsible for coordinating with the WorkLink WIB to ensure 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.

The Operator is responsible for promoting and facilitating integration of service delivery in the WorkLink SC Works system. Examples of services to be provided under this work component include:

- Providing information and technical assistance to SC Works sites to maintain certification and integration standards.
- Managing resource sharing and allocation in SC Works, including management of universal core services.
- Coordinating with DEW on local rapid response teams and activities.
- Assisting in the marketing of SC Works.
- Supporting system communications.
- Coordinating staff competency training.
- Coordinating with training institutions.

The Operator must coordinate services to employers and develop strategies to improve and increase services to employers based on best practices, including but not limited to:

- Providing quality services to businesses.
- Identifying and integrating business services best practices into SC Works.
- Coordinating events based on local labor market needs and job seeker assessments.
- Participating in statewide planning activities related to business services.

2. Partners

The SC Works Operator selected through this procurement will coordinate the SC Works services offered by the required and additional SC Works Partners according to the requirements of the Workforce Investment Act, including the following SC Works partners:

- Job Corps,
- Department for Employment and Workforce Services (Programs authorized under the Wagner-Peyser Act, Veteran’s workforce programs, Trade, North American Free Trade Act services, Unemployment compensation programs, and migrant and seasonal farm worker programs),
- Department for Vocational Rehabilitation (Programs authorized under Title I of the Rehabilitation Act of 1973),
- AARP (activities authorized under Title V of the Older Americans Act of 1965),
- Tri-County Technical College (Post-secondary vocational education activities authorized under the Carl D. Perkins Vocational and Applied Technology Education Act),
- Sunbelt Human Advancement Resources, Inc. (Employment and training activities carried out under the Community Services Block Grant Act),
- Housing Authority (Employment and training activities carried out by the Department of Housing and Urban Development), and
- Adult Education Services.

All of non-eligibility-based employment and training services (as described under Core Services) from the Partners must be accessible at or through the comprehensive SC Works Center. The SC Works Centers currently have additional partners and the WorkLink WIB encourages additional partners.

Additional SC Works Partners are organizations who voluntarily involve their services in the SC Works System.

Potential Partners listed in the Act include:

- Food Stamp Employment and Training Programs
- Temporary Assistance for Needy Families
- National and Community Service Act programs
- Other appropriate federal, state and local programs:
 - Senior Community Service Act programs
 - Transportation
 - Colleges and Economic Development
 - Child Care
 - Public Housing

- Private Sector initiatives
- Non-Profit Service Organizations

Additional potential Partners may be included in the Memorandum of Understanding.

Quarterly partner meetings shall be held to encourage communication among partners, leveraging of resources, to discuss effectiveness of the SC Works Centers, and to create strategies to more effectively serve the customer.

Partner Requirements:

The SC Works Operator will be expected to negotiate with the partners and maintain the MOU, resource sharing agreement and cost sharing agreements in these efforts.

Potential Partner entities 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 a state-of-the-art 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.

The SC Works Operator, working collaboratively with the SC Works Partners and WorkLink WIB, will drive the formation of an integrated, innovative SC Works System.

The SC Works Operator must be committed to sharing the overall cost of operations and supports the incorporation of resource development and fund diversification into the SC Works system. In partnership with the WIB, the Operator will develop both short and long-range options for identifying and securing resources to support the efforts of the WIB to development cutting-edge strategies to meet the needs of WorkLink residents. The SC Works Operator should demonstrate their ability to leverage both cash and in-kind resources in the delivery of workforce development services.

3. Establishing Workforce Services in the Community

i. SC Works On-the-Go Services

In an effort to reach remote communities with high levels of poverty and to break down the walls of the SC Works System, WorkLink has purchased two EarthWalk mobile computer labs to use as extensions of the SC Works Center resource rooms out in the communities.

Any core level service may be provided in the community. Intensive Services may be offered to those that are participating in WIA.

The Operator is responsible for determining SC Works On-the-Go site visits, including frequencies and services to be delivered.

ii. Access Points

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 WorkLink 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.

The Operator will be responsible for establishing Access Points across the region as appropriate and maintaining current Access Points. The Operator must execute a Memorandum of Agreement with each Access Point agency/organization.

The Operator will with the WIB to determine maintenance and replacement of equipment associated with Access Points and SC Works On-the-Go. The Operator shall, if desired, arrange appropriate maintenance, insurance and fuel for the SC Works On-the-Go van.

4. Outreach

The Contractor shall use all mandated brochures developed by the WIB or the State. The Contractor will be responsible for developing a marketing plan that shall include development of brochures (in addition to, but not duplicative of WIB 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 WIB SC Works System. All materials produced and published must be approved and shared with the WIB staff.

The Comprehensive SC Works Center shall have a coordinated 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 WIB maintains a website (worklink.SCWorks.org) to allow customer's access to SC Works and Business Services information 24 hours a day.

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.

5. Services To Be Provided To Employers

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 will be responsible for coordinating 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 SC Works.org

All sites 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.

Additional comprehensive and higher level services to employers and businesses shall be provided by the Comprehensive SC Works Center. 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 WIB approved business services.

The Comprehensive SC Works Center will be expected to offer customized and innovative Business Services, which may be offered for a fee. Services that can 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.

The WorkLink WIB must approve all fee-based services. All revenue generated from fee-based services must be handled in accordance with the Workforce Investment Act. The Operator may not charge for services already funded by the Workforce Investment Act.

The Operator shall develop a systematic, equitable approach in determining (based on need) what level of services each business will receive from the SC Works Center.

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 expected to participate as necessary in these outreach teams.

The Comprehensive SC Works Center 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.

6. Services To Be Provided To Job Seekers

It is expected that a minimum standard be met regarding the ability to provide universal access activities to all job seekers.

Note: All customers accessing intensive and training services must be determined WIA eligible and must participate in an assessment and the development of an Individual Employment Plan (IEP). Availability of funds, in conjunction with customer need and eligibility guidelines, will determine the combination of services appropriately provided to individual customers.

i. Accessibility

Selected providers will 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 providers complete and 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. Selected providers' staff may be required to attend training in program access for customers with disabilities and access to employment programs and services for the disabled.

ii. Hours of Operation

Regular hours of operation for all Comprehensive SC Works Centers are Monday through Friday from 8:30am to 5:00pm. SC Works Centers will be closed on applicable State and Federal holidays. Selected providers should be aware that some services may require non-traditional hours. Center hours may be adjusted at the Board's discretion.

iii. Resource Room for Universal Access

All WorkLink SC Works Centers shall host resource rooms for the use by universal and WIA-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

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 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.

There should be no limitations or restrictive use on this equipment as long as it is being used for appropriate job search activities.

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 Contractor must staff the resource room to provide labor market and job information, to answer questions, and provide assistance in operating equipment and software in the resource room. Partner staff may, in part, 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).

iv. SC Works Orientation

The Contractor shall provide an orientation that informs individuals of the full array of services available, 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 a complete overview of the processes and procedures for participating in the WorkLink WIA program.

Selected contractors are responsible for ensuring that all program specific requirements are addressed in the orientation. 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.

v. Workshops

The Comprehensive SC Works Centers shall offer a wide range of informational workshops to both Universal Access customers and registered WIA customers. Workshops shall be offered on a regular basis throughout the month.

B. Title I-B WIA Adult & Dislocated Worker Services

The Scope of Services required for the administration of the Title I-B WIA Adult and Dislocated Worker Services program will include, but are not limited, to:

1. Recruitment and Enrollment

Contractors are responsible for the recruitment and enrollment of adult and dislocated worker participants in accordance with eligibility requirements detailed in the following section, called “Participant Eligibility Determination” (further details are given on page 24). Proposers must develop a detailed recruitment plan including outreach activities to recruit eligible adult and dislocated workers.

Target Populations

- All adults, 18 years and older, are eligible for core services;
- Dislocated workers; and

- Priority for intensive and training services must be given to recipients of public assistance and other low-income individuals where adult funds are limited.
- In addition to unemployed adults, employed adults can also receive services to obtain or retain employment that allows for self-sufficiency.

In all circumstances, Veteran’s receive priority of service as described in Section 2, Letter A, number 9 of this RFP, “Veteran Priority of Service.”

Note: The intent of this RFP is to provide WIA services to adults who live or work in Anderson, Oconee, and Pickens Counties, and dislocated workers who live or were dislocated from Anderson, Oconee, and Pickens Counties. Eligibility Determination and enrollment of all participants must be completed by June 30, 2013.

2. Participant Eligibility Determination

The Contractor is responsible for determining eligibility on all applicants seeking WIA Adult or Dislocated Worker Services.

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 WIA-funded services, the Contractor is responsible for referring them to alternate sources of funding through partner agencies.

The Contractor 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.

Job seekers first must meet basic WIA eligibility requirements for WIA-funded services. To be eligible to participate in WIA Title I services, adults, dislocated workers, and youth must meet the following:

i. Basic Eligibility Requirements

- be a U.S. citizen or eligible to work in the United States; and
- Compliant with Selective Service (if required).

Note: All applicants between the ages of 18 – 21 must be tested, regardless of funding, for basic skills deficiency. Training & Education Guidance Letter No. 17-05 (TEGL 17-05) provides guidance on what qualifies as a valid basic skills test.

ii. Additional Adult Eligibility Requirements

Adults are required to meet the basic WIA eligibility requirements, and be 18 years of age or older.

Those adults working at the time of eligibility determination must meet income guidelines. In the event that funds allocated to the WorkLink WIB for employment and training activities

are limited, priority for intensive and training services must be given to recipients of public assistance and other low-income individuals.

iii. Additional Dislocated Worker Eligibility Requirements

Dislocated Workers are required to meet the basic WIA eligibility requirements. Once the basic WIA 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

iv. Youth Eligibility Requirements

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

Note: The customer is allowed to choose enrollment into any WIA-funded program in which they have been determined eligible. The WorkLink WIB 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.

3. Intensive Services

To be eligible to receive intensive services, an individual has to have received at least one core service, have been unable to obtain or retain employment through core services, and need intensive services to obtain or retain employment.

At a minimum, all WIA participants must receive an Assessment and an IEP. All other Intensive Services should be tailored to meet the participant's needs.

i. Assessment

Assessment involves gathering information, appraising, analyzing, and using it to assist participants. Section 134(d)(2)(C) of the Workforce Investment Act describes Assessment as:

- (i) Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include--
 - (I) diagnostic testing and use of other assessment tools; and
 - (II) 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. It may be used for career discovery and specific job applications. It forms the basis for center 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 WIA 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 Contractor is required to complete an objective assessment of each individual enrolled into WIA.

The Contractor will select appropriate assessment tools to use.

Case managers will be required to provide on-going assessment of participant's capabilities and potential for obtaining educational, employment and training goals, and the need for supportive services.

The Contractor will proctor and score WorkKeys testing for all WIA participants. Partners and Businesses may use the WorkKeys testing available through the SC Works Centers at the discretion of the WorkLink WIB. The Contractor will set up appropriate billing with the Partner or Business through the WorkLink WIB staff.

ii. Individual Employment Plan

The Individual Employment Plan (IEP) is developed based on the results of the completed comprehensive assessment. The IEP shall identify primary educational and employment goals, describe the training activities and appropriate services the Adult or Dislocated Workers will receive to achieve those goals. The IEP 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 WIA 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.

The Contractor shall write the IEP with the participant based on assessment results. The IEP shall be reviewed every ninety (90) days and updated as needed.

iii. 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 workforce investment activities and supportive services, using, where feasible, computer-based technologies; and
- To provide job and career counseling during program participation and after job placement.

The program operator will be required to provide experienced Case Managers in sufficient amounts to meet the needs of the active WIA participant caseload. Intensive Case Management must be provided to ensure all participants are successful.

Intensive Case Management 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.
- Use of the IEP benchmarks to measure progress such as increasing TABE, WorkKeys, 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 summaries are not limited to but should detail contacts per participant, missed appointments and attempts to contact the participant, intensive 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 WIB priority.
- Follow-up services 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.

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.

iv. *Participant Activity Codes*

Enter and maintain appropriate WIA program activity codes in the SCWOS System in a timely manner. WorkLink WIB will provide the activity codes, timeline, and definitions.

v. *Job Placement*

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

vi. *Other Intensives Services Allowable Under WIA* (Reference Attachment IX, "Activity Code Definitions")

- 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

4. **Training Services**

The Contractor is responsible for coordinating all Training for participants in the WIA program. WorkLink currently offers two types of training: On-the-Job and Classroom Training.

To be eligible to receive training services, an individual must receive at least one intensive service, have been unable to obtain or retain employment through such services, have the skills and qualifications to successfully participate in select training programs that are directly linked to employment opportunities in the local area, and be unable to obtain other grant assistance, including Pell grants, or need assistance above the levels provided by such other grants.

i. *On-the-Job Training*

On-the-Job Training (OJT) is one strategy for individuals to receive training funded through WIA. 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.

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.

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. 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.

Under this RFP, the Contractor 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/>).

a. OJT Contract Minimum Standards

An employer 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 OJT with an employer and ensures there is a legally binding agreement between the employer and the OJT provider. Contracts are the terms and conditions that the employer and OJT provider agree to provide for an OJT experience. WorkLink has set forth minimum criteria for delivering On-the-Job Training:

- The Contractor shall not write contracts for less than \$10.47/hour, and will strive for higher paying, self-sufficient jobs in the WorkLink area.
- The Contractor shall not place individuals in OJT contracts for which the participant has all the skills necessary to perform the duties of the job.

- Classroom training may lead to OJT, but may not be entered into simultaneously. In this circumstance, the OJT occupation must be directly related to the WIA-funded classroom training.
- Although there is no legal limit to the duration of training, South Carolina has established six months is the maximum amount for an OJT Contract. WorkLink has historically kept the length of training range at eight weeks (320 hours) to twelve weeks (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, defined as working 30 hours per week or more. Employers will not be reimbursed for hours worked over 40 hours.

At a minimum, an OJT contract must comply with the requirements of WIA rules and regulations including identifying the occupation, skills and competencies to be learned, and the length of time the training will be provided.

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 will be placed in the participant's file.

The IEP must include On-the-Job Training as part of the participant's path to unsubsidized employment.

b. Training Plans

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. OJT providers 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.

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 OJT provider and date.

In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, level of difficulty, and the participant's IEP. The level of difficulty is determined from an assessment of the job description.

c. Invoicing

Payments to employers for OJT shall be in compliance with WIA program guidelines. Payments to employers are in compensation for the "extraordinary costs" associated with training participants. 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.

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.

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/time cards) 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.

d. Monitoring

Monitoring is the responsibility of both the State and the WorkLink WIB. However, Monitoring at the Contractor level should include oversight of the participant training and corresponding employer payroll records. To ensure validity and propriety of the reimbursement amounts claimed, and that the training for which the contract is written is actually delivered, on site monitoring of OJT employers is required. The on-site monitoring of the OJT 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.

ii. *Classroom Training*

a. Suitability for Classroom Training

WorkLink WIB has adopted the six criteria for approval of training based on the Trade Adjustment Act criteria. The Intensive Services Case Manager's decision to recommend

or not recommend the WIA 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.

b. Industry Clusters

WorkLink has identified five in-demand, high-growth industry clusters for which WorkLink WIA 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; and Retail Trade.

c. Customer Choice

Customer choice is a guiding principle of WIA 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. [Section 134(d)(4)(F)]

d. Eligible Training Provider List

WIA 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 WIA program operator's fiscal system for vouchers or purchase orders.

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

e. Individual Training Accounts

Under the Workforce Investment Act (WIA), classroom training for individual adults and dislocated workers must be provided through Individual Training Accounts (ITA's).

[Reference – PL 105-220 Section 134 (d) (4) (G)]. Note that On-the-Job Training costs are not counted in tracking ITAs.

Obligations and expenditures must be available at any time at the request of WorkLink, SC DEW or US DOL. The Contractor shall use SCWOS to track the ITAs, obligations and expenditures as well as an internal method of capturing any data not reported by SCWOS.

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

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

f. Training Cap

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.

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

- Cost per participant for PY2011 as of December 2011 was \$1,322.
- Total Classroom training encumbrances for PY2012 as of January 31, 2012 is \$2,840.
- Additional information may be available in April 2012.

g. Caseload Report

The Contractor shall maintain a case load report for each case manager that may be made available to WorkLink upon request. The following type of information shall be captured: Last Name, First Name, State ID, Case Manager, SC Works Center, Funding Stream, Highest Level of Education, Barriers to Employment, Training Focus, Status of Training, Anticipated Completion Date, Workkeys level, Soft Skills training Completed, Computer literate, Work History cluster, Desired Occupation, Pay requirements, Miles willing to travel, notes, Exit status, and reason for exit.

iii. *Program/Case Closure*

The Contractor 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).

5. Supportive Services

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 support service needs through leveraging existing resources and other partnerships before expending WIA funds. (20 CFR 664.440) An identified supportive service need must be documented in an assessment and incorporated into the IEP.

The Contractor 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.

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 WIA/TAA.

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

6. Follow-Up Services

Adults and Dislocated Workers who have exited should receive follow-up services for a minimum of 9 months. The participant's exit date is the last date of a WIA funded or partner service received (which excludes follow-up services). WIA Follow-Up Services for 12 months after exit is a required activity for Youth and an allowable activity for Adults and Dislocated Workers. The goal for follow-up services is to ensure job retention, wage gains, and career advancement.

Allowable services include counseling regarding the workplace and WIA supportive services. The emphasis of workplace counseling activities should be directed to assisting the participant in retaining employment, increasing earnings and completing education requirements when appropriate. The case manager should help identify the supportive services from WIA and other sources necessary for retaining employment. The case manager may work with the employer to help resolve employment issues and to identify opportunities for advancement. If necessary, the case manager should provide assistance in obtaining new employment.

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-WIA services in these strategies. During the follow-up period, if it becomes necessary to utilize WIA services beyond those available through the follow-up component, then re-enrollment into WIA will be required. Follow-up services that may be provided without re-registering the participant into WIA include all of the services described as core and intensive services with the exceptions of work experience, internships and job shadowing. Services that entail ongoing WIA payment support require re-enrollment into WIA, such as work experience, internships, job shadowing, and all training services.

i. Performance Measures

Effective follow-up services will help improve WIA program performance. Participant follow-up activities should be designed to maximize the successful achievement of these measures. (For further details on WIA Common Measures, see http://www.doleta.gov/performance/guidance/tools_commonmeasures.cfm and <http://www.spra.com/PEP/adult.shtml>)

ii. Unemployment Insurance Wage Records

To the extent it is consistent with State law, the Unemployment Insurance (UI) wage records will be the primary data source for tracking entered employment, employment retention, and earnings change for adults and dislocated workers. In addition to UI wage records within the State, the Wage Record Interchange System (WRIS) and other State Employment Security Offices (to track UI wage records across States) are considered acceptable wage record sources. If individuals are not found in the UI wage record sources, States may use supplemental data sources for the entered employment and retention measures. However, the only data source that can be used for the earnings change/replacement measures is the UI wage records. The SC Department of Employment and Workforce will be responsible for providing the wage record performance data.

iii. Supplemental Data Sources and Documentation

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. "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.

In those areas where supplemental reporting is allowed, WorkLink 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.

7. File Maintenance And Documentation

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 WIA funded training
- Computer generated case notes (requiring customer signature)

If the Contractor chooses, electronic files may be kept.

If the Contractor opts for hard files, the Contractor shall use an In/Out guide for file tracking purposes.

C. Deliverables

The Contractor will be required to provide the following deliverables:

1. OneStop Certification of all Centers
2. Business Plans for each Center (or one Business Plan for region with subsections for each Center)
3. Executed Memoranda of Understanding, includes timely, quarterly reconciliation of Resource Sharing Agreements and Cost Allocation Plans
4. At a minimum, meets all performance measures (common measures, Business Plan, WIB goals, customer satisfaction, etc.)
5. Ongoing, executed Staff Development and Training plan for all partners
6. Maintain (and expand if necessary) Access Points and SC Works On-the-Go service locations
7. At a minimum, meet negotiated contractor goals (i.e. expenditure levels, enrollments, training levels, etc.)
8. Increase in partnerships in the SC Works Centers (co-location)
9. Established, functioning partnerships with Economic Development, Chambers of Commerce, and the Business Community on behalf of the SC Works System
10. Functional, integrated SC Works Business Team(s) that work with existing community business representatives
11. Increase in market penetration (new employer use of the Center and repeat business)
12. Ongoing participation in workforce development related community events
13. Ongoing collaboration and information sharing with the WIB staff
14. Other goals that support the Scope of Work outlined in this RFP.

D. Reports

Monthly and Quarterly Reports: Routine monthly and quarterly written reports shall be due by the twelfth (12th) calendar day of the month following the month being reported on.

Note: Specific required reports will be negotiated at the beginning of the awarded contract. (Other reports may be required throughout the year at the request of the WIB.)

Financial Reports: Financial reports will be prepared and submitted to the WIB Office by the 12th day of the following month. Financial Reports include:

- Monthly request for payment
- Payroll Register
- Supportive Services Check Register
- General Ledger
- YTD Expenditure Reports
- Contract Obligations by Fund Stream
- ITA Obligations (and encumbrances) by Fund Stream and by Program Year

PART 5: CONTRACTOR REQUIREMENTS (See Attachment X, WIA Terms and Conditions)

A. Record of Hours Worked or Time Sheet

Program operators 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 WIA 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 WIA projects, as well as any other non-WIA projects.

B. Professional Development of WIA Funded Staff

The Operator shall be required to support the continued professional development of its fully or partially WIA funded staff through attendance at WIA related professional development training opportunities and WIA announced Service Provider meetings. Prior approval is required for training opportunities, travel, and incurred expenses outside of the local WIA region.

C. Program Administration Requirements

1. *Fiscal Record Keeping*

The proposer's administrative and fiscal capabilities will be assessed by a review of the completion of the Pre-Award survey, which must be completed before Contracts 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 of the WorkLink Workforce Investment Board prior to finalizing the contract award and could result in the cancellation of the commitment to fund.

In general, proposers who become 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.

2. *Subcontracting*

The proposer 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 WIB, 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, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the WIB is in no way liable to the subcontractor. In order to assure the WIB of strict performance of this Section, the proposer must submit to the WIB subcontract agreements for review upon request.

3. *Reporting*

Successful proposers who become program operators will be required to submit a Monthly Request for Payment Invoice to the WorkLink Workforce Investment Area’s Financial

Management Specialist by the 12th calendar day of each month. Appropriate supporting backup documentation for the requested payment must be attached to each invoice submitted.

Successful proposers who become operators will also be required to submit an Annual Financial Closeout Report to WIB Staff within 45 days from the end of the contract period.

Program Operators will be required to abide by all requirements of the South Carolina Works Online System manual issued by WorkLink WIB, which specifies common definitions and reporting of participant demographic, economic and personal characteristics, services received and 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 provided by WorkLink WIB. The WorkLink Workforce Investment Board will provide training for contractors with regard to eligibility, reporting requirements, SCWOS forms, intensive services, case notes, performance, etc.

In addition to the contract statement of work, program operators will be expected to comply with all Federal, State and Local instruction letters.

All contractors will be required to provide monthly, bi-monthly, or quarterly progress reports (form for submission provided by WorkLink WIB) of program performance and expenditures in comparison to the deliverables agreed upon in the contract.

Successful proposers who become program operators 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 WIA Management Information System.

4. *Audits*

In accordance with OMB Circular A-133, successful proposers must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

5. *Monitoring & Evaluation*

Successful proposers who become program operators will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with the WIA Final Rules and Regulations and any contractual agreement resulting from this RFP.

6. *Documents Required of Selected Bidders*

Successful proposers will be required to provide the following compliance documents as part of their response to this RFP:

- Federal Identification Number
- List of Current Board Members of Governing Body
- Current Fiscal Statement and Copy of Last Audit
- Travel Policies
- Grievance Procedures

- Staff Personnel Policies
- Charter and By-Laws of Organization
- Evidence of Signatory Authority
- Banking Arrangements (Bank name, address, account number)**
- Cost Allocation Plan
- Indirect Cost Plan and Approval Letter by Cognizant Agency
- Lobbying Certification
- Fidelity Bonding
- Debarment and Suspension Certification
- Organization's Mission and Vision Statements

**The proposer is not required to share the bank account number until negotiations are finalized with the selected proposer.

Note: All compliance documents listed above are required to be submitted at the beginning of each new contract period (or applicable extensions). If the awarded contractor does not submit all documents listed above prior to the start date of the contract, the contractor will not be reimbursed for any services delivered between the start date of the contract and the date the compliance documents are received.

7. *South Carolina Law Clause*

Upon award of a contract under provisions of this RFP, 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 application, 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, license or fees levied by the State.

8. *Indirect Costs*

All proposers who include indirect costs as a part of their application budget must have an indirect cost plan approved by their cognizant agency. Proposers must include a listing of all items included in the indirect cost pool.

9. *Participant Time and Attendance*

Successful proposers who become program operators 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 WIA file folder.

10. Participant Files

Successful proposers who become program operators will be required to maintain WIA 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. Proposers 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-WIA fund sources.

12. Insurance for Participants

- i. Classroom Training-The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIA participants participating in training conducted in a typical classroom training environment.
- ii. Work Experience and Limited Internships-The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIA 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)

13. Refund Policy

Proposers who become contractors will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIA participant enrolled in tuition-based training concludes early.

14. Type of Contract

Funded public, private non-profit, and private for-profit entities will be offered Cost Reimbursement Contracts. Profit margins shall not exceed ten percent (10%) of the Contract. Criteria for Profit may apply.

Criteria for Profit - Criteria for profit may be established by the LWIA 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. Criteria and Payment for profit will be negotiated with the selected proposer prior to a contract award.

15. Affirmative Action

The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, 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 Investment Act from the Department of Labor, the contract application assures, with respect to the operation of the WIA-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 Non-traditional 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.

16. *Regulations and Requirements*

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. OMB Circular A-87 (applies to state and local governments and federally recognized Indian tribal governments);
- iv. OMB Circular A-21 (applies to public and private institutions of higher education);
- v. OMB Circular A-122 (applies to nonprofit organizations including non-reservation Indian organizations but not to educational institutions and hospitals);
- vi. 48 CFR Part 31 (applies to commercial organizations);
- vii. 29 CFR Part 95 which codifies OMB A-122;
- viii. 29 CFR Part 97 which codifies OMB A-87;
- ix. Section 504 of the Rehabilitation Act of 1973, as amended;
- x. Section 508 of the Rehabilitation Act of 1973, as amended;
- xi. Age Discrimination Act of 1975, as amended;
- xii. Title IX of the Education Amendments of 1972, as amended;
- xiii. Section 167 of the Job Training Partnership Act, as amended;
- xiv. Section 188 of the Workforce Investment Act of 1998;
- xv. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
- xvi. Title VI of the Civil Rights Act of 1964, as amended;
- xvii. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
- xviii. Equal Pay Act of 1963, as amended;
- xix. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA);
- xx. 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;

- xxi. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
- xxii. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
- xxiii. Executive Order 11478 Equal Employment Opportunity in the Federal Government.
- xxiv. ADA Amendments of 2008

PART 6: PROPOSAL APPLICATION & SUBMISSION INSTRUCTIONS

A. Proposal Conditions

1. Contingencies

Funding for this program is contingent on state, federal, and local funding. This RFP does not commit WorkLink WIB or ACOG to award a contract. WorkLink WIB reserves the right to accept or reject any or all proposals if WorkLink WIB determines it is in the best interest of the LWIA to do so. WorkLink WIB will notify all proposers, in writing, if the WorkLink WIB rejects all proposals.

2. Modifications

WorkLink, at its discretion, may revise any part of this RFP. These revisions will become addendums to the RFP and will be posted on the WIB website.

3. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time. All proposals and materials submitted become the property of WorkLink WIB. All proposals shall be submitted in the name of the entity with legal authority to execute the contract should it be awarded.

4. Inaccuracies and Misrepresentations

If, in the course of the RFP process or in the administration of a resulting Contract, WorkLink WIB determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the WorkLink WIB, the Contractor 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 is entitled to pursue any available legal remedies.

5. Incurred Costs

This RFP does not commit WorkLink WIB to pay any costs incurred in the preparation of a response to this proposal request, and the proposer agrees that all costs incurred in developing this proposal are the proposer's responsibility.

6. Proposal Confidentiality

Proposers 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 proposer must notify WorkLink WIB of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

WorkLink WIB will review the request and notify the Proposer in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained under law, the Proposer has the option of withdrawing the proposal or advising WorkLink WIB of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Proposer as confidential or proprietary and if WorkLink WIB has made a determination as to the confidential or proprietary nature of the information, WorkLink WIB notifies the Proposer of the request. The Proposer will have an opportunity at its own expense to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

7. Negotiations

WorkLink WIB may require the proposer(s) selected to participate in negotiations, and to submit revisions to pricing, technical information and/or other items from their proposal(s) as may result from these negotiations.

8. Level of Service

For any proposer awarded as a result of this RFP, no minimum or maximum number of referrals can be guaranteed by the WorkLink WIB.

9. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred (180) days after the proposal opening and up to the end of the agreement period. WorkLink WIB reserves the right to reject any or all proposals.

WorkLink WIB realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the LWIA. While cost may not be the primary factor in the evaluation process, it is an important factor.

10. Formal Agreement

The Contractor will be required to enter into a formal agreement with the ACOG and subsequently, WorkLink WIB. In submitting a response to this RFP, the Proposer will be deemed

to have agreed to each term and condition mentioned in this RFP unless the proposal identifies an objection and WorkLink WIB agrees, in writing, to change the language objected to. All objections to any provisions of the final contract should be listed as an attachment called "Exceptions to RFP." The ACOG and/or WorkLink WIB are under no obligation to agree to any such proposed change(s).

11. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the ACOG as directed by the WorkLink WIB.

B. Eligible Applicants

RFPs will be accepted from any private-for-profit agency, state or local unit of government, private non-profit organization, educational agency or a responsible coalition that can demonstrate the administrative and management capability to successfully provide the services identified in this RFP.

Selected proposers must:

1. Have the ability to fulfill Contract requirements, including the indemnification and insurance requirements.
2. Have the ability to maintain adequate files and records and meet reporting requirements.
3. Have the administrative and fiscal capacity to provide and manage the proposed services and to ensure an adequate audit trail.
4. Have experience providing training/employment workforce development services to the general public.
5. Meet other presentation and participation requirements listed in this RFP.

C. Funding Available

The chart below provides a breakdown of the Adult and Dislocated Worker (DW) Program funding available for the current program year 2011 (July 1, 2011 – June 30, 2012). The federal government allocates WIA Adult and DW Program funds annually each spring. Since 2007, there have been reductions ranging from 5-20% in funding. Proposers should ensure that the grand total of their proposals (SC Works Operator and Adult & DW workforce development services program) do not exceed the total amounts below for the counties to be served.

2011-2012 WIA Funding Allocations

Adult	Dislocated Workers
\$ 821,730*	\$ 620,492*

*Funding levels identified in this RFP are preliminary estimates and are used for planning purposes only.

The Proposer should designate \$250,000 of the above award for On-the-Job Training Coordination. This amount should include On-the-Job Training Staff and reimbursement payments for employers. In the budget narrative portion of this RFP, the proposer should clearly explain how the budget for On-the-Job Training was figured and how it fits into the overall budget.

WorkLink awards contracts based on allocations approved by the State at the beginning of each program year. Unspent program funds from the program year may be carried forward for one additional year. WorkLink will request from the contractor(s) additional program needs as those funds are reconciled, and will award the contractor(s) the additional funds at the WorkLink WIB's discretion. The WorkLink WIB also has contingency funds that may be awarded to the selected proposer upon evaluation of the proposer's plan of operation.

D. Significant Dates

The RFP can be downloaded from the WorkLink website at: <http://worklink.scworks.org/welcome/request-for-proposals.php>. All proposals must be received by the due date and time. Proposals delivered in person will be time stamped by WorkLink. Proposals received after the due date and time specified will be disqualified from this RFP process and be returned, unopened, to the sender. All proposers must submit a proposal original (not duplicated from other sources) and developed within the past thirty (30) days.

Each proposer is to submit an original and eight (8) typed copies of each application under seal. The original of each application should have an original signature and be clearly marked "Original Copy" on the outside of the binder. Each copy of the application should be bound in a single volume when practical. All documentation submitted with the applications should be bound in that single volume.

The proposer is required to have typed or legibly written on the envelope or wrapping containing the proposals the RFP number, the RFP date (April 16, 2012), and the program and activity for which funding is being requested. Pages of proposals should be numbered.

SUBMISSION: Proposer must submit **one (1) original** (clearly labeled) **and eight (8) copies** of the bound proposal to:

WorkLink Workforce Investment Board
 Attn: Jennifer Kelly, OneStop Operations Coordinator
 511 Westinghouse Road
 Pendleton, SC 29670
jkelly@worklinkweb.com

MARK ENVELOPE:

Outside of sealed proposal package must be marked in accordance with this example:

ABC, Inc.
 100 My Road
 My Town, SC 29670
 RFP #12-WIA-02, April 16, 2012
 OneStop Operations and Adult & DW Workforce Development Services

DUE DATE: **April 16, 2012, 3:00PM (EST)**

Proposer's Conference

**** DOORS WILL BE LOCKED AND NO OTHERS WILL BE ADMITTED AFTER 3:00PM****

All technical questions regarding the RFP must be submitted no later than 5:00PM, April 2, 2012. A proposer's conference is scheduled for 3:00PM, April 4, 2012 at the WorkLink WIB office: 511 Westinghouse Rd, Pendleton, SC 29670. All proposers are encouraged, but not required to attend. All questions submitted by April 2, 2012 will be answered at the proposer's conference and posted on the WorkLink website no later than 5:00PM the same day.

Detailed timeline is as follows:

Event	Date	Time* (if applicable)
Request for Proposals Issued	March 14, 2012	
Deadline to submit Technical RFP Questions	April 2, 2012	5:00PM
Proposer's Conference and Questions Posted on WorkLink WIB Website	April 4, 2012	3:00PM
Deadline for Receipt of Formal Applications or Letter of Non-Reply due to WorkLink WIB	April 16, 2012	3:00PM
Formal Review Process of Applications Begins	April 20, 2012	
Proposers' Presentations to RFP Committee	May 2, 2012	3:00PM
WorkLink WIB Votes to Approve Recommendation	May 9, 2012	1:00PM
Written Notification to Successful Bidders	May 10, 2012	
Contract Negotiations begin	May 14, 2012	
Compliance Documents due and Contracts Issued	June 30, 2012	
Program Year 2012 Contract Begins	July 1, 2012	

*All times denoted are in Eastern Standard Time.

E. Award Consideration and Award Period

The primary consideration of this RFP is to seek proposals that offer innovative approaches to operating the SC Works System and providing Adults and Dislocated Workers with the skills essential to being able to find employment, retain their employment, and to obtain higher wages.

The anticipated contract period is July 1, 2012 through June 30, 2013; this term may vary depending on extensions granted by the WorkLink WIB.

F. Preparing a Proposal

1. Format for Application

Applications are to be prepared simply and in a manner designed to provide a straightforward presentation of the proposer's capability and intention to satisfy the requirements of this RFP. Therefore, the proposer'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.

2. Presentations

Any proposer may be requested to make an oral presentation of their application to the WorkLink Workforce Investment Board's RFP Review Committee after the Application opening. Such presentations provide an opportunity for the proposer to clarify their application and to ensure mutual understanding. The Appalachian Council of Governments staff will schedule these presentations, if required.

3. Price Not Determinative

The WorkLink Workforce Investment Board reserves that right to select such proposers which it deems appropriate and are not bound to accept any application based on price alone, further reserving the right to reject any and all applications if it is deemed to be in the Local Workforce Investment Area's best interest. (See no. 7 below for further details.)

4. Prohibition of Gratuities

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."

5. Appeal/Protest Policy

Proposers dissatisfied with the decisions regarding contract award and/or other aspects of the procurement process may appeal to the WorkLink Workforce Investment Board Executive Committee. A written appeal must be received within 15 days of the date of the letter notifying the proposers of the decision.

6. No Request Proposal Reply

Any person or entity that receives release of notification of WorkLink RFP 12-WIA-02, but elects not to submit an application, should send a letter stating their intent to not submit a proposal to the WorkLink Workforce Investment Board by the cited deadline for receipt of applications on Monday, April 16, 2012. 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.

7. Responsiveness of Applications

- a. Applications will be reviewed for responsiveness based on the criteria established in Part Nine of this RFP, Evaluation Criteria and Rating System.
- b. Applications will be opened and the Preliminary Review for Responsiveness by the WorkLink Workforce Investment Board staff by 5:00 PM, April 16, 2012 in the WorkLink Conference Room.
- c. Proposers will be notified regarding non-responsive applications and the proposer will be given until 3:00PM, April 19, 2012 to make appropriate corrections to the application. Notification will be sent to the contact person listed on the Cover Letter.
- d. Applications deemed non-responsive at the Preliminary Review for Responsiveness will receive a Final Review for Responsiveness by the WorkLink Workforce Investment Board staff by 9:00 AM, April 20, 2012 in the WorkLink Conference Room.

8. RFP Response Package

For proposer's convenience the RFP and its attachments are located on the website (worklink.SCWorks.org). The proposer should use these items to ensure the general format and sequence of the response package is followed. Serious variances may cause the application to be deemed non-responsive.

9. 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.**

10. Required Forms

The forms and documents listed below are components required for a complete proposal:

- Proposal Checklist
- Proposal Cover Sheet
- Budget Forms
- Past Performance
- Organization Reference Form
- Conflict of Interest Form (for reviewers)
- Proposal Rating Sheet

Note: Failure to include all of the required components will result in a reduced score or disqualification. WorkLink WIB will not advise a proposer that his/her proposal is incomplete prior to rating or disqualification.

PART 7: PROPOSAL NARRATIVE INSTRUCTIONS

Important Note: Those Proposers choosing to respond to this RFP should avoid selecting only a particular element such as the rating and ranking criteria in framing and developing their response. To do so is likely to increase the potential for the Proposer to miss the WorkLink WIB's recognition of the transitional business environment and context in which this RFP is offered. In order to provide a clear

picture of the program design, program activities/services, anticipated outcomes, and the Proposer's capability of delivering the services, please address all of the following areas in order:

I. Program Proposal Synopsis - 10 Points

- A. Executive Summary- A brief summary highlighting such details as the Proposer's vision of SC Works Center Coordination, the number to be served under each level of WIA, planned outcomes and the basic program approach for Title I-B Services.
- B. Main Purpose of Program - Similar to a mission statement and should also be a brief statement of what the proposer intends to accomplish if awarded a contract.
- C. Target Customer(s) - If specific target customer groups or categories are to be served by this proposal, identify the target group and categories and the practical, as well as, the strategic reasons that they were targeted for services.
- D. Goals/Objectives/Performance Outcomes - Describe your recruitment process for the target group/categories to be served (Employers, Partners, Job Seekers (Adults and Dislocated Workers), and others as appropriate). At a minimum this should include the ranges of the numbers to be served (from target customer groups as appropriate) and projected levels of performance for each target group/category. (These may be SC Works Center goals or program goals. Delineate which type of goal it is.)

II. Experience, Capacity & Past Performance – 25 Points

A. Experience

1. Description of the Proposer- Briefly describe your organization's mission, history, and accomplishments. 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, titles and resumes of senior organization management. Include an organizational chart showing lines of authority for the organization down to the proposed on-site management in the WorkLink service area. Include a financial statement and the last audit report. If not available, provide a written explanation as to why. Also include the following:
 - Size of the proposing organization (total number of employees)
 - Number of years in operation
 - National, sub-national regional, or state geographic distribution of the Proposer's current professional service delivery sites.
 - How offering services in response to the RFP will fit into the Proposer's organization's business plan?
 - Qualifications of key staff to be assigned on-site to this program (including their resumes)
 - Internal structure including management and supervisory staff positions to be used to operate this program in the WorkLink service area.

- Provide a recent external monitoring report: USDOL Common Measures, State Monitoring of Financial Management, and Program Performance. If a corrected action plan was required, provide the response to the monitor's request.
 - Proposed on-site Staff development plan (including how plan was developed and its sustainability)
 - Electronic infrastructure and information sharing capabilities that can be used for customer service delivery. Address how you will track participant and financial records.
2. Describe your organization's financial and administrative experience and capabilities. Include in that description experience in managing and accounting for multiple federal, state and local funding sources in accordance with Generally Accepted Accounting Principles (GAAP); conducting self-monitoring for contract performance and compliance; and developing and implementing a continuous improvement model.
 3. Describe past and current activities or programs administered and operated by the proposer that demonstrates the capability of the Proposer to:
 - Serve as SC Works System Operator, including functional supervision of partner programs in the WorkLink SC Works Centers;
 - Manage, administer and operate a Workforce Development program under WIA. Include specific data on outcomes achieved to demonstrate your ability to meet contractual performance standards for WIA Services or comparable programs.
 4. Describe 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.
 5. Describe your experience providing oversight of multi-organization staff teams; and experience in developing and delivering technical assistance and capacity building with workforce staff and organizations.

B. Capacity

1. Staffing Plan - Describe the range of activities to be performed by the WIA-funded employment and training program staff. A Job Title and Job Description must be provided for each WIA funded position included in the proposal's implementation strategy and plan. If an employee in a particular position is to be partially funded by one WIA program and partially funded by a different program, a Job Title and Job Description is required for both positions with a percentage of time assigned to both activities. 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 WIA 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 of services.

For each of the organization's existing staff persons to be assigned to this project include, in addition to education and experience information, all relevant 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. Note what their primary office location will be during this contract.

For vacant staff positions, all proposers should attach a statement, which addresses their commitment to hire qualified staff and insure that staff stays current and knowledgeable in all areas associated with their job assigned responsibilities (Attach as Exhibit B). Special technological and computer skills possessed by staff persons are important for the efficient utilization and maintenance of the client tracking system and should be noted in their respective job descriptions.

Specifically, for the WIA Adults and Dislocated Worker programs, describe your organizational role in the SC Works Centers including:

- How will you utilize staff, single purpose or multi-task?
 - How will your staff spread their time among the SC Works Centers?
 - How will supervision be shared in the SC Works Centers between the contractor's staff and the SCDEW's staff within the "functional supervision" model adopted by the State?
 - How will you meet the accessibility needs of the customers to the sites and the ADA requirements for accessibility within the sites?
 - How will you collaborate and coordinate with other co-located partners in the SC Works Centers to minimize or eliminate duplication of services and efforts?
 - How will you organize and operate in integrated, functional SC Works teams?
 - The WIA contract provider is to facilitate all area SC Works Partner Meetings. Describe your previous experience and involvement in this activity.
 - The WIA Contractor is responsible for coordinating and scheduling workshops in the Center. Describe your previous experience in coordinating and/or delivering job seeker and employer workshops.
 - Describe how you provide on-going staff training to ensure your staff has access to the most current information, tools, and promising practices.
2. Administrative Capacity - What monitoring and evaluation of the program operations and staff are to be routinely carried out? Describe the electronic process the organization has used to capture and report information on each program participant's progress to the Administrative Entity and to others having a need to know.
 3. Fiscal Management and Reporting Capacity - Describe the process the Proposer uses or proposes to use on site to timely capture and report fiscal information to the WorkLink WIB's Administrative Entity. What systems are in place to ensure fiscal accountability, timely, and appropriate expenditure of WIA funds?

- a. Describe your fiscal system and how it will ensure integrity in using these funds. Provide the most recent audit and cash management reports as examples.
 - b. Describe how the Proposer will internally track both actual and projected obligations and encumbrances for WIA or other participants and the reporting system the Proposer proposes to use to coordinate timing for meeting financial commitments of the Proposer with the Administrative Entity's responsibility to account for WIA funding.
 - c. Describe cost accounting for service delivery to carry-over enrollees. Proposers, who are not currently serving as a WorkLink WIA contractor, will be required to assume responsibility for the WIA (and co-enrolled TAA) enrollees of the prior contractor, who did not receive a new award to provide continued service to those enrollees.
 - d. 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?
 - e. Describe the Proposer's process to account for budgeting resources to serve carry over enrollees.
4. Contract Support - Describe organizational support and resources that will be available during the implementation of an awarded contract.

C. Past Performance

Describe your past performance managing federally-funded workforce development programs, or comparable experience, for the last three years by completing Form D, Past Performance.

III. Program Design – 25 Points

- A. For proposers not currently providing services for SC Works Operator and Adult and Dislocated Worker Services, describe your start-up plan and proposed transition period, including a timeline of events and staff training planned or anticipated.
- B. Program Description – Describe the overall plan of services that will be made available for the target customer/group categories to be served.
- C. Describe how the following activities will be provided:

SC Works System Operator

1. Describe your organization's plan (or vision) to deliver SC Works System Operator services in the WorkLink region. Address the major responsibilities outlined in the Scope of Services section of this RFP. Describe in detail the Proposer's plans including diagrams to implement services and offer a timeline noting key process events you will track, if awarded a contract.
2. Describe your plans to accomplish the following (include timelines if applicable):
 - a. Evaluate and draft a Business Plan for each SC Works Center;
 - b. Draft, Executive MOUs, Resource Sharing and Cost Allocation Plans;
 - c. Achieve OneStop Certification Standards;
 - d. Draft and execute Standard Operating Procedures;
 - e. Draft and execute Staff Training Plans;

- f. Establish Resource Room Schedules;
 - g. Provide ongoing workshops/soft skills training;
 - h. Incorporate the State's and WorkLink WIB's Strategic Plans into Service Delivery;
 - i. Deliver SC Works On-the-Go Services; and
 - j. Establish and maintain Access Points.
3. In addition to those required functions described in the RFP, what innovations would you introduce to meet the vision of the WorkLink WIB? Provide success stories, research, and/or other supporting documentation.
 4. Describe your plans to ensure that all SC Works Centers meet performance measures. Specifically, how the WIA program will meet performance measures.
 5. How will your organization evaluate the existing resources and programs to reduce duplication and foster resource sharing agreements?
 6. Describe how your resources, professional contacts, knowledge of the labor market and special expertise will help WorkLink to meet and exceed performance goals for the SC Works system.
 7. Describe how you will ensure services are in alignment with current local and regional labor market demands. What are your plans to move WorkLink's workforce services and programs towards sector- based training in the prioritized industries aforementioned?
 8. Describe your organization's experience in managing and providing services to businesses. Include in that description experience in:
 - a. Identifying the workforce development needs of businesses that can be met currently by the SC Works System and expanding services to meet future needs;
 - b. Matching the hiring needs of businesses with individuals who meet their minimum qualifications, thus eliminating referrals of unqualified candidates;
 - c. Training businesses; and
 - d. Significantly improving the provision of services to businesses while also increasing the use of the SC Works System by businesses.
 9. Describe your plans to deliver Rapid Response and Business Assistance services. A key component to Rapid Response is assisting with the re-employment of laid-off workers as rapidly as possible. The business services component should develop and conduct employer/employee outreach activities and business retention services in the jurisdiction. Include specifically what you plan to offer businesses from the required services outlined in the RFP. Discuss your organization's ability to provide workshops to employees of a company that has requested Rapid Response Services. Describe your strategies and employee transition services.

SC Works Functional Supervision

10. Describe how WIA-mandated services will be delivered to job-seeking customers. Include a “Customer Flow Chart” that visually shows the flow of how a job-seeking customer will be served from the universal access phase of service through the training phase of service, specific for your SC Works site. Highlight how clients will flow through the system to receive optimal service. The flow chart should also include partner services. Address and provide details on how your organization and the SC Works site will provide all of the WIA-mandated levels of WIA Core, Intensive, and Training services to WorkLink job-seekers. Flow chart shall be included as part of the narrative.

11. Describe how you will serve large numbers of individuals. In your description, include service for individuals with limited English proficiency, persons with limited literacy skills, and individuals on probation or parole. In addition, include your plan for services for the more highly skilled job seeker. Provide information on how many and what proportion of staff are bilingual, and how you will ensure that bilingual/multilingual staff will be present and available to serve limited-English and non-English speaking customers. Include in your plan new innovations and strategies that have been found to increase the likelihood of success for both businesses and individuals and how you plan on using those strategies within the SC Works system. Address how will you attract and serve new customers to the system. Provide a description of your client recruitment and service plan that includes strategies to ensure geographic and demographic coverage throughout the WorkLink region or for priority populations and regions within the tri-county area. Describe your methods for providing all job seekers with an Orientation to the SC Works System and the services offered.

12. Describe your process for initially assessing universal customers’ needs and directing jobseeker customers to the appropriate services. List and describe the partnerships that you have developed or will develop to provide the core services required. How will the Proposer provide information to the public on the full array of WIA and other federal/state program services and encourage their use? How will the Proposer ensure that applicants that cannot be served by the Proposer’s program are referred to appropriate services elsewhere? Include how the Proposer will ensure all referrals are tracked and outcomes documented.

13. Describe how the Proposer will ensure that target customer groups in local communities are aware of the SC Works and WIA services.

14. Describe any partnerships that you perceive to be essential to the success to the project that you propose. Who is to be involved? What are the roles and responsibilities of each partner? If available, include letters of support from the partners and any Memorandum of Agreements that may already be in place. Describe how you will coordinate services and collaborate with the WIA required partners and how you propose to recruit additional partners as needed to address the identified needs of the target population.

15. Describe how the Proposer's on-site staff will balance their responsibilities to their employer and to being responsive to the WorkLink WIB, if offered a contract.
16. Describe what data, metrics, reports, etc. the Proposer plans to use to reach target performance levels.
17. Describe what data, metrics, reports, etc. the Proposer plans to provide in its progress reports to the WorkLink WIB staff (and as requested) in person at the WorkLink WIB meetings.
18. Describe how the Proposer will maintain and process current information on the WIA program, including state and federal directives, for both program and fund management. Describe who will be responsible to both internally inform/educate staff and provide relevant information to the WorkLink WIB Administrative Entity staff.

WIA Program Specifics

19. Describe the Proposer's process for customer intake, eligibility, and information data maintenance in terms of:
 - Who is responsible?
 - Where will these activities take place?
 - How will the information be shared?
 - How will the information be tracked?
 - How will the information be communicated and coordinated within the Proposer's organization and to other entities?
20. How will you assure sustained accuracy of the information that the Proposer plans to provide?
21. Will the Proposer make an effort to allocate minimum number of eligibility determinations for each county in the service area?
22. Describe how the Proposer will provide a seamless delivery of services from core to the objective assessment, and how the Proposer will provide a seamless referral to intensive services and/or training.
23. Describe WIA participant flow through the WIA process (attach a flow chart). Include your approach to delivery of services, noting whether or not one case manager will deliver all services or if staff members will deliver specific functions in the WIA process. Explain how you arrived at the proposed customer flow.
24. Describe the assessment tools and procedures that will be used to provide a comprehensive assessment of a job seeking customer's literacy, basic and vocational skill levels, aptitudes, abilities, workplace skills, interests and service needs. Describe how the Proposer will determine specific job seeker's or business customer's barriers and how the Proposer will

- communicate those barriers, on a need to know basis, to staff and the person/business entity seeking services.
25. Describe your process for developing the Individual Employment Plan (IEP) and ensuring that a customer's individual goals are achieved. Describe how you will provide follow-up activities and documentation.
 26. Describe your proposed ratio of job-seeking customers to case managers. Explain how you arrived at this ratio.
 27. Discuss methods, format and content of job-readiness services that will be provided, such as career planning assistance, job clubs, motivational training, job coaching, and job retention skills. Include description of curricula or tools that will be utilized.
 28. What supportive services will you offer? How much of the overall budget will be attributed to supportive services and how many participants will be able to access supportive services? Describe your approach to helping participant's access other funds to meet their needs until self-sufficient employment can be found?
 29. Describe plans for facilitating customers' access to training available through WorkLink's workforce development system. What factors will determine whether or not to approve training choices made by participants? What percentage of enrolled individuals will receive classroom training?
 30. Describe your plan to deliver On-the-Job Training Coordination Services. Include Work Experience if you plan to utilize this intensive service. Describe service level numbers, contract goals (including total number, number successful/unsuccessful, and budget amount). Explain your approach to marketing OJT to businesses.
 31. Describe your job development and placement approach for WIA participants.
 32. Describe how you will partner with youth service providers to make services available to youth without expending WIA adult and dislocated worker funds.
 33. Describe how you will utilize case closures.

Subcontracts

34. 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.

For applicants submitting proposals as partnerships to deliver services through the SC Works Centers, describe the quality of the applicant's relationship with their subcontractors. Include how long the organizations have been working together, and explain methods of maintaining

communication and coordination among the organizations. Please provide the following information:

- a. Describe your organization's capacity for overseeing subcontractors.
- b. Identify all current and potential subcontractors for this project and their administrative and service locations.
- c. State the roles and responsibilities of each subcontractor.
- d. Identify anticipated funds provided to each subcontractor.
- e. Attach a draft subcontract or letter of intent to enter into an agreement for each subcontracting relationship.
- f. Include a letter of commitment that explains the scope of work and any financial or in-kind contribution.

IV. Innovation–5 Points

- A. Describe past innovation(s) that you have used in delivering similar types of services to similar types of populations as would be serviced through this RFP.
- B. Describe any future innovation(s) that you envision implementing should you be awarded a contract under this RFP. Describe how these innovations match WorkLink WIB priorities for jobseekers, industry sectors, and methods of service delivery. Describe how innovations would improve the effectiveness of workforce services in light of the tremendous increase in unemployment and jobseekers requesting assistance through the public SC Works system during recent years.

V. Partnerships – 10 Points

- A. Describe your organization's current level of partnership with each of the WIA mandated partners in your local Workforce Investment Area. Discuss how the partnership results in an increased quality and quantity of services available to WIA customers.
- B. Describe your organization's current level of partnership with other organizations in the WorkLink region and across the Upstate of South Carolina that are not specifically mandated by WIA. Discuss how the partnership results in an increased quality and quantity of services available to WIA customers. Identify the cash and in-kind resources each partner has contributed to the overall operation of the SC Works System.
- C. Workforce Development is about preparing the workforce to meet Employer needs. Describe any new partnerships that you will prioritize during the contract period and how these will improve services, referrals, and system outcomes. Describe your relationship and strategy to effectively leverage resources with WIA mandated partners and non-WIA mandated partners.
- D. Describe instances, projects or collaborative relationships in which your organization has led or worked closely with one or more WIA system partners or other workforce and economic development entities on cooperative workforce development projects, programs or initiatives. Describe strengths and weaknesses of the collaboration. For all strengths and weaknesses, cite

particular examples of relevant aspects of the program and how they impacted services. For weaknesses, describe what was done to remedy the problem and improve the situation.

VI. Budget -25 Points

- A. The WorkLink WIB will enter into contracts for services beginning July 1, 2012, and ending June 30, 2013. Please provide information for the duration of the funding period for:
 - 1. Amount of Funds Requested from the WorkLink WIB: \$ _____
 - 2. Provide the Total Project Budget for proposed services: \$ _____
 - 3. Total Matching Funds for proposed services: \$ _____

- B. All proposers must complete and include the Program Budget Sheet (Form C) in their final submission. 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.

- C. All proposers must also complete and include an estimated annual organization budget (clearly delineating the total funds requested) as an attachment. Do not substitute the budget forms in this solicitation unless otherwise approved by the WIB. You may add additional rows to the budget sheets if necessary.

- D. Provide a budget narrative to justify your organizational budget. The budget narrative is a representation of the overall fiscal capability of an organization. It must detail each item within every category for which funding is requested. The budget description must include how the project’s proposed budget supports the stated objectives and activities in the project along with how funds are allocated to minimize administrative costs and support direct services to participants. The budget narrative should follow in the same order as the line items in an attachment of your organization’s annual budget. The narrative should describe the following:
 - 1. **Personnel Costs:** Staff salaries and associated fringe benefits are necessary for direct service delivery. Personnel expenses do not include subcontracted professional services or staffing (these costs should be allocated to the direct expenses category). While staff performing administrative functions is allowable, positions that are fiscal, managerial or administrative in nature should be allocated to the Other Expenses category.

 - 2. **Operational Expenses:** Program costs that are necessary to the general operating and infrastructure costs to run the program, including building rental, facilities maintenance, utilities, phones, general consumable materials and supplies, Internet, insurance, audits and other costs related to supporting and maintaining organizational infrastructure. Professional services purchased from vendors (as opposed to subcontractors) are included in this category. Costs related to technology and equipment (computers, printers, fax machines, and office furniture) needed can be included as part of your budget and will be reviewed for cost effectiveness and reasonableness. Equipment leases should also be listed here.

3. **Direct Expenses:** Expenditures directly related to the program area. Possible costs include supplies and materials specifically used for the program, travel and conferences, and contractual services/ consultant time, subsidized wages, and supportive services.
 4. **Other Expenses:** These costs are defined as costs of operations related, required, and incurred for official business in coordination of those functions under WIA. Some examples include accounting, financial, procurement and purchasing, payroll, personnel management, resolution of findings, and general legal services. These costs are capped at 10%. This may include an indirect cost rate; however, if used this rate should include audit, payroll and other costs of program support such as general costs that cannot be directly identified as a cost to any specific program, but are equitably allocated to all the programs that the organization operates and therefore should not also be listed in Infrastructure /Operating Costs Category.
- E. Describe your organization's financial resources to cover disallowed costs or program over expenditures.
 - F. WIA funds are distributed on a cost reimbursement basis. How will your agency fiscally cover the time between expense and payment (typically 20 days)?
 - G. Do you have a federally approved indirect cost rate? If yes, please provide a copy of the approval. Please refer to OMB Circular A-122 for additional guidance.
 - H. 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.
 - I. The financial management description must provide the following information: This section must describe in detail the applicant's financial management system. 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.
 1. Effective control and accountability over workforce development assets (funds, property, other workforce development assets) – Assure that the financial system will maintain effective control and accountability over all funds, property and other workforce development assets including the adequate safeguard of such assets.
 2. System's capability of generating financial information – Assure that the system is capable of generating all financial information needed for required reports, including data needed to monitor, evaluate and if necessary, modify program performance.

3. Source documentation – Assure that accounting records are supported by source documentation for each transaction. Assure 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. 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. Upon winning the award, the ACOG and WorkLink WIB must be named under your General Liability Insurance.
5. 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 WIB'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.
6. 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 the OMB circular or Code of Federal Regulations applicable to their type of organization.
7. 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.
8. 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.
9. Program income and stand-in costs – Any program income received as a result of this contract must be reported to the WIB. 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.

10. Procurement – In order to ensure fiscal accountability and prevent waste, fraud and abuse in programs administered under the Workforce Investment 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.
11. If the proposer has a line item for profit, explain in detail the profit percentage requested and how the profit was calculated (i.e. staff salary)
- J. Funding under this proposal is limited, explain how you will use existing partners to supplement staff needs not covered in the funding proposed. Explain your staff plan including Partners and WIA-funded staff.

PART 8: 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.

Proposers 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 WIA project. One primary purpose of the Cost and Price Analysis Worksheets is to determine the proposer's projected cost and price in operating such WIA 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** 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. It is not anticipated that the same numbers of participants will be enrolled or that the same amounts will be spent each month.

PART 9: EVALUATION CRITERIA AND RATING SYSTEM

A. Evaluation Panel Briefing

The Chairperson of the Workforce Investment Board (WIB), 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 – 10 points

- Are the target groups clearly identified and does the proposer have the ability to reach these groups?
- Has the proposer clearly outlined the goals and objectives of the program? Has the proposer described outcomes which are acceptable?
- Does the mission and vision of the Proposer match WorkLink's vision of SC Works Center operations and program delivery.
- Does the application demonstrate an understanding of information requested and conform to the requirements of the RFP?
- Is the response complete with the items requested?
- Is there internal consistency of data presented?

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 manage a federally workforce development program of comparable size and scope; technological, management, administrative and staff capabilities along with physical space, location, and capacity of the program site; and the extent to which the proposer demonstrates a history of successfully implementing workforce development 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. Experience integrating and coordinating services with mandated WIA partners and non-WIA service agencies will be considered.

- Does the proposer have the organizational structure to properly administer the program 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 proposer have the demonstrated background and experience in providing employment and training services to categories of job seekers and workers with characteristics similar to those found in the WorkLink WIB's service area?
- Does the proposer have the background and experience in providing training services to citizens of the local community? Does the proposer include a current organization chart and job descriptions for all budgeted staff? The proposer has a clear plan to utilize partner staff in delivery of service.
- 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 to meet the goals of case management?
- Does the proposer have the successful experience in leading and managing multi-partner agencies?
- Does the proposer include a current organizational chart and job descriptions of all budgeted positions to be assigned to the SC Works operations? Does the proposed management and support staff demonstrate the appropriate level of education and prior work experience necessary to provide the services offered in the proposal? Has staff participated in workshops, conferences, seminars, professional organizations and other activities required to stay current in their respective professional fields? For vacant positions, did the proposer provide the required education and experience required for vacant positions that will be filled if a contract is offered?
- For proposers who have been awarded previous contracts under Title I of the Workforce Investment Act, do the results of the proposer's most recent contract(s) demonstrate successful performance? Has the proposer demonstrated successful job development strategies, counseling, and case managing techniques as demonstrated by successful placement, monitoring, and customer satisfaction? Did the most recent monitoring of the Workforce Area or State require correction of the proposer? If yes, has improvement been realized in those areas and/or was the plan of correction acceptable?

- 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?
- Is the proposer's previous SC Works Operations experience relevant and adaptable to the "Functional Supervision" model currently in the process of being implemented by SCDEW and the State's Workforce Investment Board?

3. Program Design - 25 Points

The extent to which the proposer's plan meets the expectation outlined in the scope of services. This included the proposer's capacity to provide comprehensive services that respond to the needs of the business and job seeker customers; the proposer's experience and capacity to work in collaboration with other entities in a service delivery system; and expertise of current staff, staffing plan and capacity to serve both the employer populations and job seeker populations. A successful proposal will demonstrate the ability to integrate and design a training program for WorkLink's priority industries as stated in the "Classroom Training" and "On-the-Job Training" section of this RFP.

For the SC Works System Operator, the extent to which the proposer's management and system's administration show a clear understanding of SC Works Operations and client flow of Adult and Dislocated Workers through the mandated WIA levels of services.

- Does the Proposer describe how they will achieve the goals and deliverables outlined in this proposal:
 - Evaluate and draft a Business Plan for each SC Works Center;
 - Draft, Execute MOUs, Resource Sharing and Cost Allocation Plans;
 - Achieve OneStop Certification Standards;
 - Draft and execute Standard Operating Procedures;
 - Draft and execute Staff Training Plans;
 - Establish Resource Room Schedules;
 - Provide ongoing workshops/soft skills training;
 - Incorporate the State's and WorkLink WIB's Strategic Plans into Service Delivery;
 - Deliver SC Works On-the-Go Services; and
 - Establish and maintain Access Points.
- Does the proposer describe their plan or vision on how they will effectively carry out implementation of the WIA program of services that they propose to offer? Does it support the vision and mission of the WIB?
- Does the proposer address appropriate partners (mandatory and non-mandatory) to eliminate duplication of efforts?
- Does the proposer have the capability to provide services beyond standard case management (i.e., assessment, employability skills, etc.)? Does the proposer indicate its plan for monitoring participant progress?
- Does the proposer present an acceptable plan for job development which demonstrates the ability to place skilled workers with employers seeking a skilled workforce?

- Has the Proposer made adequate provisions in the proposal for carry over/continuation of services to participants who were enrolled in the WIA and TAA programs by previous contractors?
- Does the Proposer recognize and have the capability to provide or arrange, through a coordination strategy with other public sector partners, community-based organizations, and private businesses appropriate services or financial assistance as specified in a WIA participant's IEP?
- Does the proposer describe how they will utilize labor market information to drive the SC Works Center System? Is the approach appropriate, comprehensive, and in-depth? Has the proposer addressed its approach to sector-based training?
- Does the proposer describe their approach to delivering business services and job seeker services? Does their approach match the WorkLink WIB's overall mission and vision? Does it minimize duplication of efforts?
- Does the proposer describe their plan to utilize classroom training? Do they describe proposed levels to receive training? Is it appropriate?
- Does the proposer describe their approach to delivering On-the-Job Training Services? Is the plan and proposed service level numbers appropriate in comparison with the overall proposed budget?
- Are soft skills addressed with a comprehensive plan that includes job retention strategies? Does the proposer include appropriate curriculum, tools, or acceptable description of services to be delivered?
- Has the Proposer clearly outlined the measurable goals and objectives of the program to be offered? Has the Proposer proposed specific metrics to measure performance levels (units and quality of service)?
- Does the Proposer clearly document in its proposal information to support the highest anticipated return on investment (units and quality of service in relation to total cost) that is most likely to lead to employment or re-employment at the earliest possible date?
- Does the Proposer have a successful track record and did they demonstrate their prior experience with eligibility determinations and core services delivery to target customer groups eligible for WIA and other State and Federal employment and training programs?
- Did the Proposer adequately demonstrate their capacity to deliver successful job seeker and worker participant counseling services and case management techniques? Did they demonstrate their success by offering evidence such as: USDOL Common Standards reports, State WIA and Local WIB reports on Proposer's performance, and customer satisfaction correspondence – both job seekers and employers?
- Did the Proposer present a recent monitoring report relating to services provided to a service delivery area (SDA) for which the Proposer was responsible? Did the State require a corrective action plan from the Proposer? (Yes/No) Was the corrective action plan acceptable to the monitoring organization?
- If the proposer is subcontracting, are the agreements fully described? Are the Subcontractors delivering appropriate services for an appropriate amount?
- Compliance Documents are attached to the proposer's response.

4. Innovation - 5 Points

Points will be awarded based on the proposer's ability to demonstrate effective use of innovative strategies for the delivery of workforce development services, and the extent which strategies proposed within the application provide promising service delivery models that are based on sound research, demonstrated best practices, and support WorkLink's workforce and economic development priorities.

- 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 WIB's strategic plan or OneStop Certification?
- Are the innovative approaches described accompanied by research or supporting documentation?

5. Partnerships - 10 Points

Points will be awarded to proposers demonstrating existing strong collaborative partnerships with both WIA-Mandated and non-mandated workforce development agencies in the region, and with the capacity to engage new partners to improve client referrals to services and improve access to workforce and supportive services for clients. Points will be awarded to proposals that demonstrate effective employer partnerships that have resulted in client job placement, and strategies to engage employers for future program development, training opportunities, and pipelines to employment in key WorkLink industries.

- Does the proposer describe the partners that will be used? Are the roles clearly defined and appropriate? Are letters of support from the partners included?
- 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?

6. 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 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 on the indirect and profit line items?
- 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 Investment 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 the customer and expenditure flow sheets have accompanying explanations?

C. SELECTION

The selection process will be conducted by WIB Staff, WIB Board members, and as appropriate outside experts on WIB activities, utilizing a fair and objective process and adhering to federal, state and ACOG procurement policy. The WorkLink WIB will make the final decision.

It includes two distinct reviews:

1. **Technical Review:** Following receipt, all proposals will undergo a technical review 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 not be forwarded to the Selection Committee for further consideration.

2. **Programmatic Review/Evaluation:** An independent review panel comprised of experts and leaders in workforce development with direct knowledge and experience of issues facing WorkLink's target client base 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 the most comprehensive and broadest range of services for a reasonable cost while complying with established guidelines for achieving required performance measurements.

WorkLink staff will compile funding recommendations based upon the outcome of the Selection Committee, and will forward recommendations to the WIB for discussion and ultimate approval.

The WIB may select a service provider based on the initial proposal received without modification; however, the WIB reserves the right to request additional data, conduct oral discussions, or review documentation in support of the proposal before making an award. If the WIB is unable to negotiate a satisfactory agreement with the winning proposer, the WIB may terminate negotiations with the proposer and proceed to negotiate with other qualified proposers, in the order of their ranking in the evaluation process. This process may be repeated until a satisfactory contractual agreement has been reached.

A) APPEALS PROCESS AND PROCEDURES

Any proposer 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 WIB within fifteen (15) working days of the award announcements addressed to David Collins (c/o: Jennifer Kelly, 511 Westinghouse Rd, Pendleton, SC 29670) 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 proposer, or the scores assigned to a competing proposer.

If an appeal is found to have merit, it will be evaluated by the Executive Committee of the WIB. Following the Executive Committee's evaluation, the appeal will be brought to the full WIB for review. The decision made by the WIB and approved by the County Council, where applicable, will be final.

B) CONTRACT NEGOTIATIONS

The completion of this evaluation process will result in the contractors being numerically ranked. The contractor ranked first will be invited to participate in contract negotiations. If negotiations between the WIB and the first ranked contractor do not result in an agreement as to the contract terms within a reasonable timeframe, the WIB may terminate the negotiations and begin negotiations with the contractor that is next in line, and proceed down the list as necessary until an agreement is reached or the list is exhausted.

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 successful completion of the negotiations, a request by WIB staff to the WIB may be made to authorize the award of the contract to the selected contractor.

Upon authorization to award the contract by the Board and completion of necessary documents, the WIB will issue a Notice to proceed to the successful contractor.

The selected contractor 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 contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

All contracts will be cost reimbursement contracts, and the terms will be negotiable. Criteria for Profit may apply.

PART 10: GLOSSARY

Administrative Costs: All direct and indirect costs associated with the management of the program to be funded by this proposal. They are the costs which are not directly related to the provision of customer services or which do not benefit customers but which are necessary for the effective delivery of direct services to participants. The definition of administrative costs can be found at 20 CFR 667.220.

Adult: An individual with an age of 18 years or older. [WIA Section 101(1) and 20 CFR 663.110]

Allowable Costs: Those costs which are necessary, reasonable and allowable under applicable federal, state and local law for the proper administration and performance of services to participants. All program funds are subject to the rules found in the Workforce Investment Act of 1998 (20 CFR 667 Sub-Part B) and the Office of Management and Budget (OMB) Circular A-87.

Assessment: The process whereby applicants are interviewed to determine their employability, motivation, aptitude, family situation, education and training, attitudes, transportation, support needs, abilities and interests in order to assist in developing an Individual Employability Plan (IEP) for the attainment of the individual's career goals. Testing and counseling are a part of the assessment process.

Audit: A systematic review by a Certified Public Accountant (CPA) to determine and report whether an organization's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with. All successful proposers must submit an audit of their organization or the program to be funded as a result of the proposal. Audits must be performed in accordance with OMB Circular A- 133, or State of South Carolina rules as they apply to providers.

Barriers to Employment: Characteristics that may hinder an individual's ability to participate in the labor force.

Basic Skills Deficient: With respect to an individual, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test 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. [WIA Section 101(4)].

Case Management: 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 investment activities and supportive services, using, where feasible, computer-based technologies; and to provide job and career counseling during program participation and after job placement [WIA Section 101(5)].

Certificate: A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers. Certificates awarded by workforce investment boards are not included in this definition. Work readiness certificates are also not included in this definition. [Reference TEGL 17-05].

A certificate is awarded in recognition of an individual's attainment of technical or occupational skills by:

- A state educational agency or a state agency responsible for administering vocational and technical education within a state.
- An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs.
- A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g. Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities.
- A registered apprenticeship program.
- A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g. FAA aviation mechanic certification, state certified asbestos inspector).
- A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons.
- Job Corps centers that issue certificates.
- Institutions of higher education which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes.

Community-Based Organization (CBO): A private nonprofit organization that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce investment.

Commercial Organization: A private for profit entity.

Common Measures: Workforce programs administered by Department of Labor (DOL) are subject to the common measures policy. Designation that a program is subject to the adult and/or youth measures will be implemented through modifications to each program's reporting and record-keeping system. This, however, does not impact the existing eligibility requirements of the program. ETA has adopted the common measures methodology for the calculation of the entered employment, employment retention, and earnings measurement in the WIA performance accountability system for WIA Adult, Dislocated Worker and Youth programs and for the Trade Act, Jobs for Veterans Act (38 USC 4102A(f)), and Wagner-Peyser Act program measures.

Core Services: Core Services are WIA activities that may be self-directed or staff-assisted. By regulation, all self-directed activities must be available through the SC Works system. [663.150]. They are to be provided free to everyone on a universal access basis.

Self-Service and Informational Activities (No Registration Required) include, but are not limited to: outreach, intake and orientation to the information and other services available through the SC Works Comprehensive and Affiliate Center; initial assessment of skill levels, aptitudes and abilities; employment statistics information including job vacancy listings, job skill requirements for job listings; and information on demand occupations; information on supportive services and referral to supportive services; resource room usage; workshops and job clubs.

Staff-Assisted Services (WIA Registration Required) include, but are not limited to: staff assisted job search and placement assistance, including career counseling, job referrals, job development, and workshops and job clubs.

Cost Allocation Plan: A cost allocation plan identifies and distributes the costs departments and functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category. Cost allocation plans must use methodologies that comply with state requirements.

Cost Reimbursement Agreement: This is an agreement format that provides for the reimbursement of all allowable costs which have been identified and approved in the contract budget. Contractors must maintain the documentation necessary to support the costs. The contract to be negotiated as a result of this proposal will be a cost reimbursement contract.

Credential: A nationally recognized degree or certificate or state/local recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards. And licensure or industry-recognized certificates designed to equip individuals to enter or re-enter employment, retain employment, or advance into a better employment. Note: this term applies to the current WIA statutory adult, dislocated worker, and older youth measures only, it does not apply to the common measures. [TEGL 17-05]

Customized Training: Training that is designed to meet the special requirements of an employer (including a group of employers); that is conducted with a commitment by the employer to employ an

individual on successful completion of the training; and for which the employer pays for not less than 50 percent of the cost of the training [WIA Section 101(8)].

Dislocated Worker: An individual who has been terminated or laid off, or who has received a notice of termination or layoff from employment; is eligible for or has exhausted entitlement to unemployment compensation; or has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a state unemployment compensation law; and is unlikely to return to a previous industry or occupation.

Displaced Homemaker: An individual who has been providing unpaid services to family members in the home and who (A) has been dependent on the income of another family member but is no longer supported by that income; AND (B) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment. [WIA Section 101(10)]

Economically Disadvantaged: Individuals who do not have an income that exceeds the federal Lower Living Standard Income Level/Poverty Standards and are not eligible to receive public assistance and may include those 18-21 years of age, or individuals who do not have an income that exceeds WIB determination of a self-sufficient wage, which is 200% of the federal Lower Living Standard Income Level/ Poverty Standards.

Eligible (Eligibility): Refers to an individual's status in relation to their ability to receive services under the Workforce Investment Act. (Ref. 20CFR663.110, 663.115, 663.120)

Enrollment: An eligible participant who has been referred for WIA services and for whom enrollment documents have been completed and entered into the Job Training Automation (JTA) Management Information System (MIS), called SC Works Online System.

Eligible Training Provider List (ETPL): Those training providers and community-based organizations with whom LWIBs have written contracts for services as exceptions to ITAs [WIA Regulation 663.430(a)(2) and (a)(3)], or those training providers who apply and are selected to be placed on the list so that WIA customers may use ITAs to choose appropriate training.

Externship: The placement of participants in a training related position at a location or facility operated by an organization other than the provider. This may be done only in accordance with negotiated contract language.

Exit: The term "program exit" means a participant does not receive a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.

Individual Employment Plan (IEP): The individual employment plan is an ongoing strategy jointly developed by the participant and the case manager that identifies the participant's employment goals, the appropriate achievement objectives, and the appropriate combination of services for the participant to achieve the employment goals. [20 CFR 663.245]

Individual with a Disability: Disability means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment [42 U.S.C. 12102].

In-kind Contribution: Contributions provided by a service provider from non-WIA sources to support a WIA training program. In-kind contributions must be itemized in the proposal and contract budgets and are subject to audit.

Institution Of Higher Education: An institution as defined in the Higher Education Act of 1965 at section 120 (a) or 481 (b).

Intensive Services: Services may include, but is not limited to: comprehensive assessment, individual counseling and career planning, and short-term pre-vocational services. [20 CFR 663.200]

Job Retention: The period an individual remains in an unsubsidized job following placement. The period of required retention is determined in accordance with WIA, SCSEP or WTW as appropriate to the individual.

Job Search Assistance: Job search skills training including job club, which provides the participant with the instruction and necessary to obtain full time employment. These skills may include resume writing, interviewing skills, telephone techniques, and job acquisition skills. Job search assistance must be offered to all customers.

Job Development: The planned and organized effort by WIA representatives to encourage employers or business organizations to make jobs available for WIA participants.

Labor Market Information: Occupational supply and demand information identifying a growth or decline for the labor market and assessment of the effects of such growth or decline. Evaluation of an area's employment possibilities, including projected openings, new employment skills needed, available training programs, wages and labor supply.

Lead Agency: The organization submitting the proposal requesting a direct contract with the WIB. The Lead Agency will be responsible for ensuring compliance with all terms and conditions of the contract, administration and fiscal management of the contract, and will be held accountable for program results. Lead agencies submitting proposals that incorporate a collaborative relationship with the other entities in the provision of comprehensive and integrated youth services, must clearly identify the collaborating organization(s), the services they will provide, and the funding to support those services.

Local Area (LWIA): A local workforce investment area designated under WIA Section 116: WorkLink is the local workforce investment area.

Local Board (LWIB): A local workforce investment board established under section 117: WorkLink Workforce Investment Board (LWIB).

NAFTA-TAA: (North American Free Trade Act-Transitional Adjustment Assistance) The NAFTATAA Program assists workers who lose their jobs or whose hours of work and wages are reduced as a result of trade with, or a shift in production to, Canada or Mexico. The NAFTA-TAA Program provides affected workers with both rapid and early response to the threat of unemployment and the opportunity to engage in long-term training while receiving income support. The NAFTA-TAA Program combines aspects of two laws that have been in effect for many years: Title I of the Workforce Investment Act (WIA) and the Trade Adjustment Assistance (TAA) Program, under the Trade Act of 1974.

Non-Traditional Employment: Refers to occupations where women comprise less than 25% of the individuals employed in that occupation.

Occupational Skills Training: Vocational education or training designed to provide the participant with the skills and certification necessary for employment in an occupational area.

Offender: An individual (A) who is or has been subject to any stage of the criminal justice process for whom services under WIA may be beneficial; or (B) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction. [WIA Section 101(27)]

On-The-Job Training (OJT): 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 of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; 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 service strategy of the participant, as appropriate [WIA Section 101(31)].

SC Works Affiliate Center: One of a network of affiliated sites that can provide one or more partners' programs, services and activities at each site [WIA section 134(c)]. Currently none established.

SC Works Comprehensive Center: The system must include at least one comprehensive physical center in each local area that must provide the core services specified in WIA section 134(d)(2), and must provide access to other programs and activities carried out by the SC Works partners (CFR 662.100)

SC Works Operator: One or more entities designated or certified under WIA Section 121(d) [WIA Section 101(29)].

SC Works Partner: An entity described in section 121(b)(1); and an entity described in section 121(b)(2) that is participating, with the approval of the local board and chief elected official, in the operation of a SC Works delivery system [WIA Section 101(30)].

Participant: An individual who has registered under 20 CFR 663.105 or 20 CFR 664.215 and has been determined to be eligible to participate in and who is receiving services (except for followup services)

under a program authorized by WIA Title I. Participation commences on the first day, following determination of eligibility, on which the individual begins receiving other core, intensive, training or other services provided under WIA Title I. [WIA Section 101(34); 20 CFR 660.300] Participant as defined in the Common Measures.

Pell Grant: Educational grants from the federal government which are targeted to disadvantaged and low income individuals. PELL must be coordinated with WIA funds to prevent duplicate payments. PELL grant recipients must use Pell grant funds before using any WIA funding.

Post-Secondary Education: A program at an accredited degree-granting institution that leads to an academic degree (e.g. AA, AS, BA, BS). Does not include programs offered by degree granting institutions that do not lead to an academic degree.

Post-Secondary Institution: An institution as defined in the Higher Education Act of 1965. [20 USC 1088].

Poverty Guidelines: Issued by the Department of Health and Human Services and are used for administrative purposes – for instance, for determining whether a person or family is financially eligible for assistance or services under a particular Federal program.

Profit: An amount in excess of the cost necessary to operate a program. Profit is allowable under a cost reimbursement contract to the extent it is reasonable as determined during contract negotiations. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories. Profit is limited to 10%.

Program Income: Income generated, by a contract funded with federal grant dollars, as a result of fees, rental, or real or personal property, the sale of commodities or items developed with contract funds, and revenues in excess of costs earned by organizations. Program income does not include profit earned by for-profit agencies and identified and agreed to in the Contract budget. Program income must be reinvested in program activities.

Program Services: Personnel and non-personnel costs related to the provision of direct services to participants. Costs include the salaries, fringe benefits, equipment, supplies, and space related to the above, staff training, transportation and other related costs of personnel providing training, component supervisors, coordinators, clerical staff working on direct training activities or functions, instructional materials and equipment used by or for participants, classroom training, space, utility costs, insurance, commercially available off the shelf training packages, tuition, work experience, and OJT reimbursements.

Public Assistance: Federal, State or local government cash payments for which eligibility is determined by a needs or income test. [WIA Section 101(37)]

Rapid Response Activity: An activity provided by a State, or by an entity designated by a State, with funds provided by the State under WIA Section 134(a)(1)(A), in the case of a permanent closure or mass

layoff at a plant, facility, or enterprise, or a natural or other disaster, that results in a mass job dislocation, in order to assist dislocated workers in obtaining reemployment as soon as possible, with services including the establishment of onsite contact with employers and employee representatives immediately after the State is notified of a current or projected permanent closure or mass layoff or in the case of a disaster, immediately after the State is made aware of mass job dislocation as a result of such disaster; the provision of information and access to available employment and training activities; assistance in establishing a labor- management committee, voluntarily agreed to by labor and management, with the ability to devise and implement a strategy for assessing the employment and training needs of dislocated workers and obtaining services to meet such needs; the provision of emergency assistance adapted to the particular closure, layoff, or disaster; and the provision of assistance to the local community in development a coordinated response and in obtaining access to State economic development assistance [WIA Section 101(38)].

Recently separated veteran: Any veteran who applies for participation under this title within 48 months after the discharge or release from active military, naval, or air service [WIA Section 101(49)(B)].

Register: The process for collecting information to determine an individual's eligibility for services under WIA Title I. Individuals may be registered in a variety of ways as described in 20 CFR 663.105 and 20 CFR 664.215. [20 CFR 660.300]

Registration (adults and dislocated workers): (a) Registration is 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. (b) Adults and dislocated workers who receive services funded under Title I other than self-service or informational activities must be registered and determined eligible. (c) Equal Opportunity data must be collected on every individual who is interested in being considered for WIA Title I financially assisted aid, benefits, services, or training by a recipient, and who has signified that interest by submitting personal information in response to a request from the recipient. [20 CFR 663.105]

Self-Sufficiency: An objective of the Workforce Investment Act is to move individuals and families toward self- sufficiency with employment services, retention services, and increased earnings. At a minimum self-sufficiency means employment that pays at least the lower living standard income level. [20 CFR 663.230]

Self-Sufficiency Barriers: Include, but are not limited to: Learning Disability, Domestic Violence, Housing Issues, Legal Issues, Medical Problems, Transportation, and Child Care.

Senior community service employment program (SCSEP): Under Title V of the Older Americans Act, an older American community service employment program is established in order to foster and promote useful part-time opportunities in community service activities for unemployed low-income persons who are fifty-five years or older and who have poor employment prospects.

Stand-in costs: Costs paid from non-federal sources, which may be used to stand in for a disallowed cost identified as a result of a monitoring report or audit. These costs must be reported as uncharged program costs

Statement of Work: A plan, which details when specific elements of performance under the contract negotiated, will be attained. The work activity plan is an integral part of the contract budget and non-compliance with negotiated time frames and performance levels may result in de-obligation of contract funds.

Supportive Services: Services such as transportation, childcare, dependent care, housing, and needs-related payments that are necessary to enable an individual to participate in activities authorized under WIA [WIA Section 101(46)].

Training Services: These services include WIA-funded and non-WIA funded partner-training services. These services include: occupational skills training, including training for nontraditional employment; on-the-job training; 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; job readiness training; adult education and literacy activities in combination with other training; and customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Underemployed: Occurs when an individual who is working part-time, desires full-time employment, or who is working in employment not commensurate with the individual's demonstrated level of educational attainment.

Unsubsidized employment: Participants entering full or part-time employment in a job not financed from funds provided by WIA or other federal funds.

Veteran: An individual who served in the active military, naval, or air service, and who was discharged or released from such service under conditions other than dishonorable [WIA Section 101(49)(A)].

SC Works Online System (SWOS) – information system for Universal service clients and for case management purposes for staff and partners to record services provided to job seekers, to be fully implemented in WorkLink's workforce system during the 2012-2013 program year.

WIA: The Workforce Investment Act of 1998. [20 CFR Part 652 et al.]

Work Experience: An activity designed to provide a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate. A work experience workplace may be in the private for profit sector, the non-profit sector, or the public sector. [663.200(b)]

PART 11: ATTACHMENTS AND FORMS

WorkLink Attachments to RFP:

- I. WorkLink WIB Strategic Plan
- II. Memorandum of Agreement (Proportionate Share, Facility usage, IT Service Agreement)
- III. SC OneStop Certification Standards
- IV. WorkLink Community Profiles
- V. Insights
- VI. County Profiles
- VII. Memorandum of Understanding
- VIII. SC Works Center Leadership Team Roles and Responsibilities and Functional Supervision
- IX. Activity Code Definitions
- X. WIA Terms and Conditions

Forms:

- Form A – Proposal Checklist
- Form B – Proposal Cover Sheet
- Form C – Budget Forms
- Form D – Past Performance
- Form E – Organization Reference Form
- Form F – Conflict of Interest (for Reviewer)
- Form F – Proposal Rating Sheet

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Connecting Companies & Employees
Anderson • Oconee • Pickens SC

ISSUANCE DATE: February 29, 2012
REQUEST FOR QUOTE: 12-WIA-01
SUBMITTAL DEADLINE: April 11 2012, 2:00 p.m.
TITLE: Workforce Investment Act - Youth

REQUEST: The WorkLink Workforce Investment Board, serving Anderson, Oconee, and Pickens Counties, will issue one Request for Proposal (RFP) by February 29, 2012 to solicit from qualified organizations to provide innovative workforce development services for In-School and Out-of-School youth. The Youth Program will focus on youth that are most in need under the provisions of the Workforce Investment Act.

You are invited to submit Proposals in accordance with the requirements of the solicitation contained herein.

It is requested that your Proposal(s) be submitted to the WorkLink Workforce Investment Board Office by 2:00 p.m., April 11, 2012.

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 Investment 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 Investment Board reserves the right to accept or reject any or all Quotes received as a result of this Request for Proposals, 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 Investment Act to do so.



Shae Rozakos, Executive Director
WorkLink Workforce Investment Board

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BACKGROUND AND GENERAL INFORMATION

Purpose

The WorkLink Workforce Investment Corporation, through its WorkLink Workforce Investment Board (hereafter "WorkLink WIB"), issues this Request for Proposals (RFP) to solicit innovative workforce development services for in/out-of-school Youth in all three counties (Anderson, Oconee, and Pickens). Youth services operate under the provision and in accordance with Workforce Investment Act (WIA) regulations and the State of South Carolina (hereafter "the State") mandates on behalf of the Local Workforce Investment Area (hereafter "LWIA"). 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 WIA funds on behalf of the WorkLink WIB through a contractual/grant agreement with the selected proposer or offeror. The WorkLink WIB 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.

The Workforce Investment Act of August 7, 1998 (WIA, Public Law 105-220) provides the framework for a national workforce preparation system that is flexible, responsive, customer-focused and locally managed. The intent of WIA is "to consolidate, coordinate, and improve employment, training, and vocational rehabilitation programs in the U.S. and for other purposes." In the WorkLink Area (Anderson, Oconee and Pickens Counties, SC), the WorkLink WIB and the Appalachian Council of Governments envision a system that meets the needs of residents and businesses alike. The goal of youth programs under the Act is placement in employment or education, attainment of degree or certificate and literacy and numeracy gains. The vision of the WIB is to have a fully - employed, skilled workforce in Anderson, Oconee, and Pickens counties, South Carolina.

Any public, private non-profit, or private for-profit organization may submit applications in response to this solicitation.

The time frame for this request for proposals is July 1, 2012 to June 30, 2013 for Program Costs, Program Activity Costs, Program Staff and acquisition of equipment.

Based upon funding availability and other factors, the Appalachian Council of Governments and/or WorkLink Workforce Investment Board may extend a contract/grant resulting from this RFP if it appears to be in the best interest of the Workforce Investment Act and is agreeable with the grantee. The extension may be less than, but shall not exceed three (3) additional 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 will be a critical consideration germane to any decision to extend a contract/grant. 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.

If it becomes necessary to revise any part of the Request for Proposals, 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 offerors.**

The Appalachian Council of Governments will administer grants awarded by the WorkLink Workforce Investment Board through this RFP. The Appalachian Council of Governments will require applicants selected for funding to participate in contract/grant negotiations involving cost levels, technical correctness, and/or other necessary revisions to their applications prior to grant finalization and execution. Negotiations may be done in person, written communication, 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 Investment Board and/or the Appalachian Council of Governments based on final allocation figures.

Approximate amount of funding available is **\$800,000.00 (up to 20% of youth funds can be utilized for the option to serve eligible in-school youth classified as seniors, with multiple youth barriers (most in need) being the priority).**

The WIA Youth Program Description

Basic Eligibility Requirements

The following participant eligibility criterion is termed "Basic" because additional criteria may be required when seeking particular activities or services in other elements of the one-stop delivery system.

A Youth is eligible by meeting all **5** criteria:

1. An individual 14-21 years of age (The WorkLink Youth Council's focus will be age 17-21 at time of enrollment), in-school youth must have senior status,
2. Reside in Anderson, Oconee, or Pickens County,
3. Low income individual, **and**
4. Is an individual who has one or more of the following barriers:
 - a. Basic literacy/numeracy skills deficient
 - b. A school dropout (not attending any secondary school)
 - c. Homeless, a runaway, or a foster child
 - d. Pregnant or a Parent
 - e. An offender
 - f. 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?

5. Authorized to work in the United States (I-9)
6. Registered for selective service (applies to males 18 and older)

Required Program Elements for Youth Participants

Key program components include but are not limited to:

- **Eligibility**-Under the WIA legislation for federal funding all individuals must meet eligibility criteria. Eligibility for any WIA funded program must be completed prior to enrollment.
- **Objective Assessment**- Each participant shall be provided with an objective assessment of his/her academic, employment skills, and supportive service needs. This includes a review of educational skill levels, occupational skills, prior work experience, employability, interests, aptitudes, and supportive service needs.
- **Individual Education/Employment Plan**-An individualized, written plan of long, intermediate, and short-term goals (that includes educational, employment related, and personal supportive services needed) will be developed with each participant. The objective assessment information should be used to develop this plan. The plan 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.
- **Referral**-When a participant requires a service that is beyond the scope or expertise of the Grantee, a referral must be made to an agency or organization that may meet the particular need. The referral must be noted in the participant's file and followed up on.
- **Supportive Services**-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 support service needs through leveraging existing resources and other partnerships before expending WIA funds. (20 CFR 664.440)
- **Additional 10 Youth Program Elements**-The Workforce Investment Act Section 129(c) (2) requires that the following ten youth program elements are available for youth in their local area. However a local program is not required to provide

all ten youth program elements to every participant. Local youth program operators must determine what program elements will be provided to each youth participant based on the participant's objective assessment and individual education/employment plan. We envision that each youth will participate in more than one of the ten program elements required as part of any local youth program and all youth must receive twelve (12) months of follow-up services.

1. Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies;
2. Alternative secondary school services, as appropriate;
3. Summer employment opportunities that are directly linked to academic and occupational learning;
4. As appropriate, paid and unpaid work experiences, including internships and job shadowing;
5. Occupational skill training, as appropriate;
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours, as appropriate;
7. Supportive services;
8. Adult mentoring for a duration of at least twelve(12) months, that may occur both during and after program participation;
9. Follow-up services for not less than twelve (12) months after the completion of participation, as appropriate; and
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, and appropriate to the needs of the individual youth.

Staffing

It is requested that 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 training within 9 months of hire or assignment to a WIA funded contract. WorkLink Workforce Investment Board staff reserve the right to review, approve, and make recommendations regarding staffing issues as necessary.

General Definitions

Act– The Workforce Investment Act of 1998, WIA 126-129, Regulations: 20 CFR 664.

Administrative Entity - The entity (South Carolina Appalachian Council of Governments) designated by the three County Council Chairs to administer the Workforce Investment Plan for the Counties of Anderson, Oconee, and Pickens in South Carolina.

Agreement - A grant agreement, which includes the WIA Terms and Conditions (revised 6/16/11), between the Awarding Entity and the Grantees/Recipients or between the Grantees/Recipients and Sub-Grantees/Sub-recipients.

Basic Skills Deficient – Is defined by as an individual computing, solving problems, reading, writing or speaking English at or below grade 8.9, or the inability to perform these functions at a level necessary to function on the job, in the individual's family, or in society.

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

Local Workforce Investment Areas (LWIA) – The county or counties designated by the Governor to administer the Workforce Investment Act in a designated area.

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

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.

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 WIA participants.

Vendor – An entity responsible for providing generally required goods or services to be used in the WIA 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 WIA title I. Participation shall be deemed to commence on the first day, following determination of eligibility, on which the participant began receiving services provided under WIA 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.

In-School - An eligible youth who is not a high school graduate and is currently enrolled in school, or is between school terms and intends to return to school

Out-of-School - An eligible youth who is a school dropout, or who received a secondary school diploma or its equivalent but, is basic skills deficient, unemployed, or underemployed. WIA section 101(33); TEGL17-05 Attachment B. Note: A youth attending an alternative school does not qualify under the definition of out-of-school youth.

SCWOS - South Carolina Works Online System -The WIA, Wagner - Peyser, and Trade Management Information System which captures participant demographic, economic and personal characteristics, services received and outcomes and the eligibility requirements for the various funding sources.

TEGL- Training and Employment Guidance Letter; issued by U S Department of Labor (USDOL). <http://wdr.doleta.gov/directives>

TEN - Training and Employment Notice; issued by USDOL.
<http://wdr.doleta.gov/directives>

Wagner-Peyser - The federal legislation to provide for the establishment of a national employment system of a public labor exchange.

Work Experience - 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, applications, interviews, and follow-up letters).

Youth Council - A subgroup within each local Workforce Investment Board (WIB); appointed by the local WIB, in cooperation with the chief elected official(s) for the local area. The Youth Council will have membership as designated in WIA and will recommend youth service providers who are selected through a competitive process, conduct oversight of eligible providers of youth activities and coordinate youth activities and other duties determined to be appropriate by the local WIB.

Key Events and Dates

Proposed timeline:

- | | |
|---|-------------------|
| 1. Contract/Grant Application Request Issued | February 29, 2012 |
| 2. Bidder's Conference | March 16, 2012 |
| 3. Deadline for Receipt of Formal applications by WorkLink Workforce Investment Board | April 11, 2012 |
| 4. Formal Review Process of Applications Begins | April 13, 2012 |
| 5. Written Notification to Successful Bidders | May 11, 2012 |
| 6. Contract/Grant Negotiations Begin | May 15, 2012 |
| 7. Contracts/Grants Issued | June 15, 2012 |
| 8. Program Year 2012 Contracts Begin | July 1, 2012 |

Demographics and Labor Market Profile

See Attachments (Page 28) - Demographics and Labor Market Profiles for all three (3) counties (Anderson, Oconee, and Pickens).

SCOPE OF SERVICES

The proposers or offerors agree to enroll and serve eligible out-of-school youth age 17-21 as emphasized by the LWIA and with the option to serve in-school youth classified as seniors in high school that reside in Anderson, Oconee, and Pickens counties funded under Workforce Investment Act (WIA) Title I program. The proposers or offerors agree with the option to serve in-school youth, the focus will be eligible youth classified as seniors, with multiple youth barriers (most in need) being the priority for in-school youth participants. Proposers or offerors must have the capability and willing to offer work readiness skills, soft skills, and quality and meaningful work experience to WIA youth participants in all three counties according to the WIA Act and Regulations without any duplication of youth services. Proposers or offerors must have the capability to make available to all participants the ten (10) youth program elements and to meet or exceed the three (3) federally required youth performance measures. Proposers or offerors must be capable and willing to provide services and training to WIA youth participants according to the WIA Act and Regulations in all three counties. Proposers or offerors will be accountable to the WorkLink Workforce Investment Board Youth Council.

Project Implementation Requirements for Providers of Youth Program Activities

Successful proposers or offerors who become program operators for youth program activities will be required to accomplish the following program implementation activities:

Case Management

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 the WIA and any contractual agreements resulting from this RFP. Proposers or offerors 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 SC Works Center staff for program eligibility certification and comprehensive assessment. Adults and Dislocated Workers may be referred directly to a SC Works Workforce Center of their choice. Proposals 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 WIA youth eligibility requirements.

3. **Participant Orientation.** Provide all youth with a WIA program orientation regarding the full services that are available through WIA Title I youth programs and all services that are available through the SC Works Workforce Center prior to providing services. Documentation of the orientation must be filed and maintained in the participant's official WIA file folder. Orientation will include youth completing a Participant Rights Handout and being advised of their rights and responsibility and appeal process under the WIA program.
4. **Objective Assessment.** Each participant shall be provided with an objective assessment of his/her academic, employment skills, prior work experience and employability. Standardized assessment tests will be used for assessment of basic skills, career interests and aptitudes, 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 through individual interviews and/or evaluation tools. The objective assessment must be documented in the South Carolina Online System (SCWOS) as the first service and point of enrollment.

The purpose of assessment is to help individuals and program staff to make decisions about appropriate educational and employment goals and to develop effective service strategies for reaching those goals. Meaningful service planning cannot occur without effective assessment practices.

Objective Assessment, which is the first service a WIA eligible participant receives, is a more detailed examination of barriers to employment and results in recommendations to be incorporated into the development of a person's Individual Education/Employment Plan (IEP). 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.

5. **Participant Activity Codes.** Enter and maintain appropriate WIA 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 or identified on the IEP or expected as outlined in the Training & Education Guidance Letter # 17-05 (TEGL 17-05).
7. **Individual Education/Employment Plan (IEP).** Develop an individualized IEP with each youth participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information.

The IEP must be documented in the SCWOS System in a timely manner. The IEP will be developed with the participant. The IEP shall identify the participant's educational and employment goals, describe activities, and supportive services the participant will receive to achieve those mutually agreed upon goals, objectives, and services. The plan should be considered a living document and used to track services to be delivered and/or coordinated by program. This plan should be regularly reviewed and updated with the participant as changes occur.

8. **Participant Goal Attainment.** Enter goal attainment of the IEP 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 WIA program orientation to all staff members funded in full or in part with WIA 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 RFP. 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 operators will be required to provide on-going assessment of participant's capabilities and potential for obtaining educational, employment and training goals, and the need for supportive services.
11. **Job Placement.** Program operators 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 WIA participants, if applicable and necessary.
12. **Intensive Case Management.** Program operators will be required to provide experienced Case Managers in sufficient amounts to meet the needs of the active WIA participant caseload. Intensive 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 and employment plans to ensure that participants have access to necessary training and support services. Intensive Case Management strategies should include, but are not limited to:

- a. 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.
- b. Use of the IEP benchmarks to measure progress such as increasing TABE scores, finding unsubsidized employment, attaining occupational and work readiness skills, attaining a high school diploma or GED, etc.
- c. Support and intervention in time of crisis, assistance in the development and implementation of a crisis plan.
- d. 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, intensive services provided to the participant, progress, barriers, interventions, and successes of the participant, etc.
- e. Provision of linkages, referrals, coordination of services and resources that support the achievement of participants individualized goals (IEP).
- f. Collaboration with SC Works Center, other service providers, training providers, businesses, and community agencies.
- g. Intensive follow-up services will be provided based upon the needs of the individual. Whenever possible, meet with the participant to determine what follow-up services are needed.

Case Managers must know the name, face, family, and life situation of each participant. They must 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 must be pro-active in identifying the problem and solving it before the participant quits without achieving a recordable positive outcome.

13. **Youth Coordination of Services.** Proposers or offerors should demonstrate a willingness and ability to coordinate and collaborate with programs and services provided by State and local education, training agencies, public assistance agencies, the employment service, rehabilitation agencies, programs for the homeless, post-secondary institutions, economic development 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 WIA Funds when other Federal or non-Federal Funds are received by the WIA participant.** Program operators will be required to coordinate the use of WIA funds with other agencies providing grants or aid to WIA participants, when applicable, in order to prevent the use of WIA funds for

duplication of services. In addition, the disclosure of any/all funding sources outside of WIA funding will be required.

15. **Record of Hours Worked or Time Sheet.** Program operators 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 WIA funds as a result of any contractual agreement resulting from this RFP. Such record 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 WIA projects, as well as any other non-WIA projects.

16. **Professional Development of WIA Funded Staff.** Program operators will be required to support the continued professional development of its fully or partially WIA funded staff through attendance at WIA related professional development training opportunities and WIA announced Service Provider meetings. Prior approval is required for training opportunities, travel, and incurred expenses outside of the local WIA region.

Performance Expectations

PY 11 Youth Performance Measures	Minimum Levels
Placement in Employment or Education	61.0%
Attainment of Degree or Certificate	55.0%
Literacy or Numeracy Gains	45.0%

These levels are subject to change with WIA Reauthorization and the PY'12 measurements.

Note: Literacy or Numeracy Gains Youth Performance Measure is not required for in-school participants.

Program Administration Requirements

Fiscal Record Keeping

The proposer'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 of the WorkLink Workforce Investment Board prior to grant finalization and could result in the cancellation of the commitment to fund.

In general, proposers who become 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 of this Agreement only with the prior written approval of such subcontracts and subcontractors by the WIB, 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 WIB is in no way liable to the subcontractor. In order to assure the WIB of strict performance of this Section, the proposer or offeror must submit to the WIB subcontract agreements for review upon request.

Reporting

Successful proposers who become program operators will be required to submit a Monthly Request for Payment Invoice to the WorkLink Workforce Investment Area's Financial Management Specialist by the 10th calendar day of each month. Appropriate supporting backup documentation for the requested payment must be attached to each invoice submitted.

Successful proposers or offerors who become operators will also be required to submit an Annual Financial Closeout Report to the Workforce Investment Board Financial Management Specialist within 45 days from the end of the contract period.

Program Operators will be required to abide by all requirements of the South Carolina Works Online System manual issued by WorkLink WIB, which specifies common definitions and reporting of participant demographic, economic and personal characteristics, services received and 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 provided by WorkLink WIB. The WorkLink Workforce Investment Board will provide training for contractors with regard 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 letters.

All contractors/grantee will be required to provide monthly, bi-monthly, or quarterly progress reports (form for submission provided by WorkLink WIB) 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 WIA contract/grant activities in accordance with SCDEW grant reporting requirements monthly. Successful proposers or offerors 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 SCDEW or WIB staff.

Successful proposers or offerors who become program operators will also be required to submit all other necessary forms, documents, and/or reports that may be required from time to time. Additionally, these form, documents and/or reports may be altered as necessary in the future to meet requirements of the WIA Management Information System.

Audits

In accordance with OMB Circular A-133, successful proposers must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

Monitoring & Evaluation

Successful proposers or offerors who become program operators will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with the WIA Final Rules or Regulations, and any contractual/grant agreement resulting from this RFP.

Documents Required of Selected Bidders

Successful proposers or offerors will be required to provide the following information prior to the effective date of the grant:

1. Federal Identification Number
2. List of Current Board Members of Governing Body
3. Current Fiscal Statement and Copy of Last Audit
4. Travel Policies
5. Grievance Procedures
6. Staff Personnel Policies
7. Charter and By-Laws of Organization
8. Evidence of Signatory Authority
9. Banking Arrangements (Bank name, address, account number)
10. Cost Allocation Plan
11. Indirect Cost Plan and Approval Letter by Cognizant Agency
12. Lobbying Certification
13. Fidelity Bonding
14. Debarment and Suspension Certification
15. Organization's Mission and Vision Statements

South Carolina Law Clause

Upon award of a grant under provisions of this RFP, 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 application, 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, license or fees levied by the State.

Indirect Costs

All proposers or offerors who include indirect costs as a part of their application 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.

Participant Time and Attendance

Successful proposers or offerors who become program operators will be required to document participant's time and attendance throughout the period the participant is receiving training or 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 WIA file folder.

Participant Files

Successful proposers or offerors who become program operators will be required to maintain WIA participant files as specified in any contractual/grant agreement resulting from this RFP.

Payments Made on Behalf of Participants

Participants may be eligible to receive supportive service payments and/or needs-based payments. Proposers or offerors who grantees 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 Investment Area from Non-WIA fund sources.

Insurance for Participants

1. Classroom Training -The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIA 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 adequate Accident Insurance Coverage for WIA 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)

Refund Policy

Proposers or offerors who become contractors/grantees will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIA 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. Contracts/Grants with profit margins not to exceed eight percent (8%) and criteria for profit may apply.

Criteria for Profit - Criteria for profit may be established by the LWIA, each established criteria must be able to be verified and validated by the LWIA. Criteria for profit may be used to evaluate 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 and payment of profit may be negotiated with selected proposer or offeror.

Affirmative Action

The grantee will take affirmation action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, 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 Investment Act from the Department of Labor, the grant application assures, with respect to the operation of the WIA-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.

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. OMB Circular A-87 (applies to state and local governments and federally recognized Indian tribal governments);
4. OMB Circular A-21 (applies to public and private institutions of higher education);
5. OMB Circular A-122 (applies to nonprofit organizations including non-reservation Indian organizations but not to educational institutions and hospitals);
6. 48 CFR Part 31 (applies to commercial organizations);
7. 29 CFR Part 95 which codifies OMB A-122;
10. 29 CFR Part 97 which codifies OMB A-87;
11. Section 504 of the Rehabilitation Act of 1973, as amended;
12. Section 508 of the Rehabilitation Act of 1973, as amended;
13. Age Discrimination Act of 1975, as amended;
14. Title IX of the Education Amendments of 1972, as amended;
15. Section 167 of the Job Training Partnership Act, as amended;
16. Section 188 of the Workforce Investment Act of 1998;

17. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
18. Title VI of the Civil Rights Act of 1964, as amended;
19. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
20. Equal Pay Act of 1963, as amended;
21. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA);
22. 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;
23. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
24. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
25. Executive Order 11478 Equal Employment Opportunity in the Federal Government.
26. ADA Amendments of 2008

PROPOSAL GUIDELINES

General Submission and Format Instructions

Delivery of Applications

Applications will be received by the WorkLink Workforce Investment Board until 2:00 p.m. on Wednesday, April 11, 2012. Any applications received after the scheduled date and time will be immediately disqualified in accordance with the S.C. Consolidated Procurement Code and Regulations. Applications may be hand delivered or mailed to:

Shae Rozakos, Director
 WorkLink Workforce Investment Board
 511 Westinghouse Road
 Pendleton, SC 29670

Late applications will not be considered regardless of the delivery method chosen by the proposer or offeror. Late applications will not be opened and will only be returned at the request and expense of the proposer or offeror.

Number of Applications to be Submitted Under Seal, Etc.

Each proposer or offeror is to submit an original and eight (8) typed copies of each application under seal. The original of each application should have an original signature and be clearly marked "**Original Copy**" on the outside of the binder. Each copy of the application should be bound in a single volume when practical. All

documentation submitted with the applications should be bound in that single volume. 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 Applications the RFP number, the RFP date (April 11, 2012), and the program and activity for which funding is being requested. Pages of Applications should be numbered.

An example of proper labeling of an Application is as follows:

<p>ABC, Inc. 100 My Road My Town, SC 29670 RFP #12-WIA-01, April 11, 2012 Youth Case Management</p>
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Format for Application

Applications are to be prepared simply and 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 RFP. Therefore, the proposer'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.

Bidder's Conference

There will be a Question/Answer session for offerors on Friday, March 16, 2012 at 10:30 a.m. in the Center for Applied Technology Conference Room located at 511 Westinghouse Road, Pendleton, SC 29670. The purpose of the conference is to provide proposers or offerors an opportunity to present questions and/or request additional information relative to this Grant Application Request.

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 Thursday, March 8, 2012. This should allow staff ample time to do any necessary research and ensure that accurate information is provided at the conference. Forward questions to:

Shae Rozakos, Executive Director
 WorkLink Workforce Investment Board
 511 Westinghouse Road
 Pendleton, SC 29670
 Telephone (864) 646-1458

Relay Service dial 711 (TTY)
 Fax: (864) 646-2814
 E-mail: srozakos@worklinkweb.com

No questions or requests for additional information will be accepted after the conference is adjourned and no questions can be answered by telephone at any time during the response period.

If auxiliary aids and services are necessary for this conference, requests must be made to the WorkLink Workforce Investment Board within a reasonable period of time prior to the conference.

It is not required that bidders attend the conference. Any questions received will be posted on the WorkLink website (worklink.scworks.org) within one week of the bidder's conference.

Presentations

Any proposer or offeror may be requested to make an oral presentation of their Application to the WorkLink Workforce Investment Board's Executive Committee or Youth Council after the Application opening. Such presentations provide an opportunity for the proposer or offeror to clarify their application and to ensure mutual understanding. The Appalachian Council of Governments staff will schedule these presentations, if required.

Price Not Determinative

The WorkLink Workforce Investment Board reserves that right to select such proposers or offerors which it deems appropriate and are not bound to accept any application based on price alone, further reserving the right to reject any and all applications if it is deemed to be in the Local Workforce Investment Area's best interest.

Prohibition of Gratuities

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."

Appeal/Protest Policy

Proposers or offerors dissatisfied with the decisions regarding grant award and/or other aspects of the procurement process may appeal to the WorkLink Workforce Investment 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 release of notification of WorkLink RFP 12-WIA-01, but elects not to submit an application, should send a "Letter of Non-Reply" to the WorkLink Workforce Investment Board by the cited deadline for receipt of applications on Wednesday, April 11, 2012. 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 reapply 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.

Disclosure of Proposal Contents

Proposals will be held in confidence and, except for selected proposals, will not be revealed or discussed with competitors. All materials submitted with the Proposal and the Proposal itself, become the property of the WorkLink WIB and will not be returned. The WIB reserves the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

Responsiveness of Applications

1. Applications will be reviewed for responsiveness based on the criteria established in Section IV of this RFP, Evaluation Criteria and Rating System.
2. Applications will be opened and the Preliminary Review for Responsiveness by the WorkLink Workforce Investment Board staff by 5:00 PM, April 11, 2012 in the WorkLink Conference Room.
3. Proposers or offerors will be notified regarding non-responsive applications and the proposer or offeror will be given until 2:00 PM, April 16, 2012 to make appropriate corrections to the application. Notification will be sent to the contact person listed on the Cover Letter.
4. Applications deemed non-responsive at the Preliminary Review for Responsiveness will receive a Final Review for Responsiveness by the WorkLink Workforce Investment Board staff by 9:00 AM, April 18, 2012 in the WorkLink Conference Room.

RFP Response Package

For proposer's or offeror's convenience the RFP and its attachments are located on the website (worklink.scworks.org). If the proposer or offeror chooses not to use these items, the general format and sequence of the response package must be followed. Serious variances may cause the application to be deemed non-responsive.

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.**

Proposal Narrative Instructions

In order to provide a clear picture of the program design, program activities/services, anticipated outcomes, and the proposer'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 WIA funded employment and training program staff. A Job Title and Job Description must be provided for each WIA funded position included in the proposed project. If an employee in a particular position is to be partially funded by one WIA project and partially funded by another WIA 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 WIA 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.

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, all proposers or offerors should attach a statement, which addresses their commitment to hire qualified staff and insure 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? Describe how you will ensure that all

communities within the tri-county area will have access to WIA 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 WIA 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 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 WIA eligibility barrier populations using:
 - The 10 Youth required elements
 - How you measured success including which measures were the most important indicators? Indicate your Return on Investment by program.

- Locations where services were provided. Describe how those locations met the accessibility, security, environmental, 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, Follow up, and Youth Case Management) 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 WIA 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. Additionally, for Youth Programs how will the 10 required elements be provided?
- Outreach/Recruitment/Eligibility Determination
 - Intake/Assessment
 - Case Management
 - Program Services
 - Placement in Jobs or Continuing Education
 - Follow-up

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 WIA youth program requirements, WIA regulations, guidelines, activities, and any/all additional responsibilities to accomplish positive participant outcomes and meet performance measures?

Describe in detail how you will provide work experience and stipends for youth? How will you develop work sites? and How will you match youth to appropriate experiences?

Describe in detail how you will provide work readiness skills and soft skills? Identify what curriculum or resources will be used to provide training to in-school and out-of school youth?

Describe in detail how the program operator will supervise/monitor all Case Management services being provided to the participant? Include any tools, resources, or internal controls you may utilize.

Describe how you will ensure customer satisfaction through the continuous improvement of your work operations including who will be responsible for collecting customer feedback, and 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 ties to benefit youth?

Describe how you will ensure participant confidentiality and privacy.

Ten Required Youth Elements

Proposers or offerors must demonstrate how all WIA required youth program elements will be made available to in/out-of-school youth. Additional, the proposal must clearly indicate who will provide each element.

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.

Proposers or offerors 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 WIA 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 WIA 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** 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. It is not anticipated that the same numbers of participants will be enrolled or that the same amounts will be spent each month.

EVALUATION CRITERIA AND RATING SYSTEM

Evaluation Panel Briefing

The Chairperson of the Workforce Investment Board (WIB), 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. An application must receive an aggregate score of 70 from the Review Panel in order to be considered for funding.

	WEIGHT
<p>A. Program Design Considerations</p> <ol style="list-style-type: none"> 1. Are the target groups clearly identified and does the proposer or offeror have the ability to reach these groups? (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 present an acceptable plan for job development which demonstrates the ability to place skilled workers with employers seeking a skilled workforce? (Program Description) 	30
<p>B. Proposer's or Offeror's Qualifications</p> <ol style="list-style-type: none"> 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 	20

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. For proposers or offerors who have been awarded previous contracts/grants with the Workforce Investment board, do the results of the proposer's or proposer's or offeror's most recent grant(s)/contract(s) demonstrate successful performance? Has the proposer or offeror demonstrated successful job development strategies, counseling, and case managing techniques as demonstrated by successful placement, monitoring, and customer satisfaction? Did the most recent monitoring of the SDA or State require correction of the proposer or offeror? If yes, has improvement been realized in those area 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 Investment 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

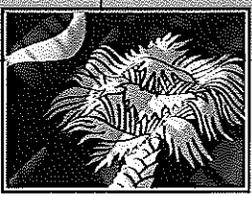
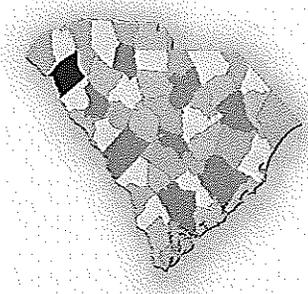
1. Does the application demonstrate an understanding of information requested and conform to the requirements of the RFP?
2. Is the response complete with the items requested?
3. Is there internal consistency of data presented?
4. Is the abstract clear and concise?

ATTACHMENTS

Demographics and Labor Market Profiles
WIA Terms and Conditions
Application Signature Sheet
Budget Forms
Proposal Checklist
Proposal Rating Sheet

Labor Profile

Anderson County



February 2012

County Seat: Anderson

Website: www.andersoncountysc.org

Population Growth & Projections

2000 Population	165,740
2009 Population	184,901
Percent Growth	11.56%
2014 Population	191,690
Percent Growth	15.66%
2019 Population	200,060
Percent Growth	20.71%

Source: U.S. Census

Population by Age - 2007

Ages 9 & Under	23,531	13%
Ages 10 - 19	23,835	13%
Ages 20 - 29	22,736	13%
Ages 30 - 39	23,182	13%
Ages 40 - 49	26,046	14%
Ages 50 - 59	24,360	14%
Ages 60 - 69	18,161	10%
Ages 70 - 79	11,199	6%
Ages 80 & Over	6,931	4%

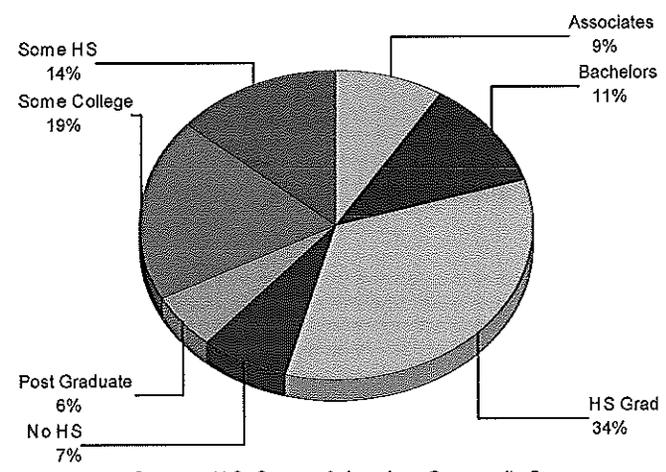
Source: U.S. Census

Population by Race - 2009

Total Male	86,838	48%
Total Female	93,143	52%
Total Population	179,981	
White	146,595	81%
Black	30,149	17%
Am. Ind/AK	426	0.24%
Asian	1,176	0.65%
Hi/Pac Island	42	0.02%
Two + Races	1,593	0.89%

Source: U.S. Census

Educational Attainment - 2008 3-Year



Sources: U.S. Census & American Community Survey

Labor Force - 12/1/2011

Labor Pool	84,084
Employed	76,659
Unemployed	7,425
Unemployment Rate	8.80%

Source: Bureau of Labor Statistics

Commuting Patterns

Live & Work in County	35,664
Commute Into County	25,016
Commute Out of County	39,901

Top 5 Commute Destinations

Greenville County	18,325
Pickens County	5,082
Spartanburg County	3,018
Richland County	2,155
Oconee County	1,782

Top 5 Commute Origins

Greenville County	6,191
Pickens County	3,952
Oconee County	2,000
Spartanburg County	1,719
Abbeville County	1,206

Source: U.S. Census Bureau, 2006 Commuting Patterns



Anderson County

Labor Profile

2011 Qtr 01

NAICS	Industry Sectors	Establishments	Workers	Avg Weekly Wage
11	Agriculture, Forestry, Fishing and Hunting	19	63	\$466
21	Mining, Quarrying, and Oil and Gas Extraction	6	56	\$761
22	Utilities	13	563	\$1,593
23	Construction	339	1,979	\$648
31-33	Manufacturing	215	11,446	\$899
42	Wholesale Trade	181	1,806	\$712
44-45	Retail Trade	625	8,170	\$433
48-49	Transportation and Warehousing	66	804	\$749
51	Information	35	385	\$780
52	Finance and Insurance	173	1,252	\$696
53	Real Estate and Rental and Leasing	102	403	\$544
54	Professional, Scientific, and Technical Servi	264	1,004	\$696
55	Management of Companies and Enterprises	11	166	\$1,560
56	Administrative and Support and Waste Manageme	154	2,927	\$391
61	Educational Services	22	571	\$568
62	Health Care and Social Assistance	275	4,768	\$629
71	Arts, Entertainment, and Recreation	43	593	\$211
72	Accommodation and Food Services	332	5,763	\$231
81	Other Services (except Public Administration)	356	1,304	\$496

Source: Bureau of Labor Statistics

2009 County Schools & Graduates

Anderson University	
Bachelor's Degree	313
Master's Degree	12
Tri-County Technical College	
Associate's Degree	485
Certificates (Technical)	191
Diploma	172

Local Real Estate

Building Permits	2009	280
Housing Units	2007	82,321
Total Property Value	2008	\$652,176,603
Millage Rate	2010	0.0566

Source: U.S. Census

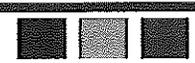
Income & Revenue

Total Income	2008	\$5,534,136,000
Per Capita Income	2000	\$24,870
Per Capita Income	2008	\$30,252
Percent Growth		21.64%
Total Tax Revenue	2008	\$93,136,103
Total Retail Sales	2009	\$4,153,765,371

Sources: U.S. Census & Bureau of Economic Analysis



Source: National Center for Education Statistics



Labor Profile

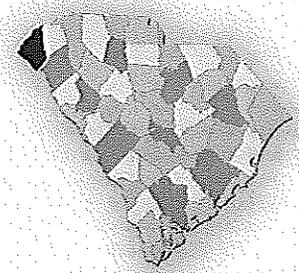
Oconee County

February 2012



County Seat: Walhalla

Website: www.oconeesc.com



Population Growth & Projections

2000 Population	66,215
2009 Population	71,514
Percent Growth	8.00%
2014 Population	76,980
Percent Growth	16.26%
2019 Population	81,420
Percent Growth	22.96%

Source: U.S. Census

Population by Age - 2007

Ages 9 & Under	8,246	12%
Ages 10 - 19	8,539	12%
Ages 20 - 29	8,780	12%
Ages 30 - 39	8,717	12%
Ages 40 - 49	9,611	14%
Ages 50 - 59	9,589	14%
Ages 60 - 69	8,235	12%
Ages 70 - 79	6,003	8%
Ages 80 & Over	3,033	4%

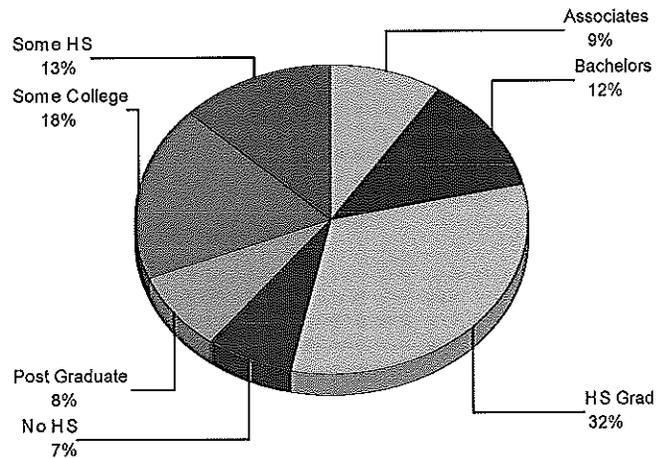
Source: U.S. Census

Population by Race - 2009

Total Male	34,762	49%
Total Female	35,991	51%
Total Population	70,753	
White	63,890	90%
Black	5,739	8%
Am. Ind/AK	194	0.27%
Asian	322	0.46%
HI/Pac Island	16	0.02%
Two + Races	592	0.84%

Source: U.S. Census

Educational Attainment - 2008 3-Year



Sources: U.S. Census & American Community Survey

Labor Force - 1/21/2011

Labor Pool	30,513
Employed	27,700
Unemployed	2,813
Unemployment Rate	9.20%

Source: Bureau of Labor Statistics

Commuting Patterns



Live & Work in County	13,641
Commute Into County	7,814
Commute Out of County	12,556

Top 5 Commute Destinations

Pickens County	3,333
Greenville County	2,620
Anderson County	2,000
Richland County	799
Spartanburg County	748

Top 5 Commute Origins

Pickens County	2,071
Anderson County	1,782
Greenville County	835
Spartanburg County	406
Richland County	240

Source: U.S. Census Bureau, 2006 Commuting Patterns

Oconee County

Labor Profile

2011 Qtr 01

NAICS	Industry Sectors	Establishments	Workers	Avg Weekly Wage
11	Agriculture, Forestry, Fishing and Hunting	18	56	\$397
22	Utilities	2	1,416	\$2,812
23	Construction	211	1,121	\$650
31-33	Manufacturing	90	5,072	\$1,046
42	Wholesale Trade	49	429	\$1,220
44-45	Retail Trade	243	2,701	\$422
48-49	Transportation and Warehousing	24	120	\$404
51	Information	21	249	\$824
52	Finance and Insurance	66	429	\$758
53	Real Estate and Rental and Leasing	45	101	\$384
54	Professional, Scientific, and Technical Servi	131	486	\$736
55	Management of Companies and Enterprises	1	1	\$1,418
56	Administrative and Support and Waste Manageme	71	553	\$443
61	Educational Services	5	94	\$383
62	Health Care and Social Assistance	124	1,537	\$756
71	Arts, Entertainment, and Recreation	19	248	\$337
72	Accommodation and Food Services	111	1,479	\$234
81	Other Services (except Public Administration)	143	668	\$447

Source: Bureau of Labor Statistics

County Schools & Graduates

Local Real Estate

Building Permits	2009	257
Housing Units	2007	37,016
Total Property Value	2008	\$472,103,274
Millage Rate	2010	0.0700

Source: U.S. Census

Income & Revenue

Total Income	2008	\$2,307,417,000
Per Capita Income	2000	\$24,521
Per Capita Income	2008	\$32,456
Percent Growth		32.36%
Total Tax Revenue	2008	\$49,789,007
Total Retail Sales	2009	\$969,891,336

Sources: U.S. Census & Bureau of Economic Analysis



Source: National Center for Education Statistics

Labor Profile

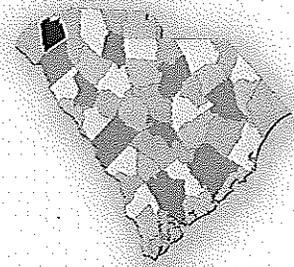
Pickens County

February 2012



County Seat: Pickens

Website: www.alliancepickens.com



Population Growth & Projections

2000 Population	110,757
2009 Population	118,144
Percent Growth	6.67%
2014 Population	126,720
Percent Growth	14.41%
2019 Population	134,390
Percent Growth	21.34%

Source: U.S. Census

Population by Age - 2007

Ages 9 & Under	13,197	11%
Ages 10 - 19	16,885	15%
Ages 20 - 29	21,088	18%
Ages 30 - 39	14,406	12%
Ages 40 - 49	15,402	13%
Ages 50 - 59	14,315	12%
Ages 60 - 69	10,224	9%
Ages 70 - 79	6,317	5%
Ages 80 & Over	4,169	4%

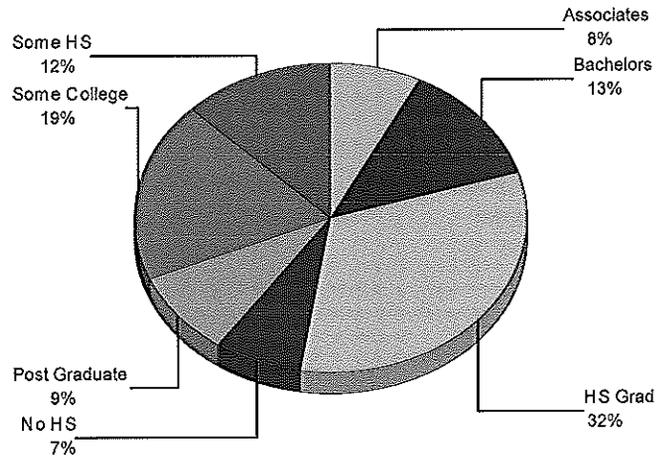
Source: U.S. Census

Population by Race - 2009

Total Male	58,312	50%
Total Female	57,691	50%
Total Population	116,003	
White	104,721	90%
Black	8,034	7%
Am. Ind/AK	224	0.19%
Asian	1,963	1.69%
HI/Pac Island	14	0.01%
Two + Races	1,047	0.90%

Source: U.S. Census

Educational Attainment - 2008 3-Year



Sources: U.S. Census & American Community Survey

Labor Force - 12/2011

Labor Pool	56,941
Employed	52,250
Unemployed	4,691
Unemployment Rate	8.20%

Source: Bureau of Labor Statistics

Commuting Patterns



Live & Work in County	18,441
Commute Into County	19,303
Commute Out of County	28,435

Top 5 Commute Destinations		Top 5 Commute Origins	
Greenville County	14,922	Greenville County	5,172
Anderson County	3,952	Anderson County	5,082
Oconee County	2,071	Oconee County	3,333
Spartanburg County	1,643	Spartanburg County	1,012
Richland County	1,500	Richland County	506

Source: U.S. Census Bureau, 2006 Commuting Patterns

Pickens County

Labor Profile

2011 Qtr 01

NAICS	Industry Sectors	Establishments	Workers	Avg Weekly Wage
11	Agriculture, Forestry, Fishing and Hunting	15	70	\$398
21	Mining, Quarrying, and Oil and Gas Extraction	2	22	\$933
22	Utilities	5	189	\$1,294
23	Construction	259	1,213	\$574
31-33	Manufacturing	130	5,355	\$751
42	Wholesale Trade	79	400	\$1,239
44-45	Retail Trade	302	4,208	\$468
48-49	Transportation and Warehousing	26	144	\$610
51	Information	15	309	\$1,016
52	Finance and Insurance	117	780	\$914
53	Real Estate and Rental and Leasing	55	189	\$447
54	Professional, Scientific, and Technical Servi	141	654	\$624
55	Management of Companies and Enterprises	9	154	\$1,092
56	Administrative and Support and Waste Manageme	105	1,508	\$349
61	Educational Services	27	428	\$545
62	Health Care and Social Assistance	145	3,297	\$649
71	Arts, Entertainment, and Recreation	27	462	\$235
72	Accommodation and Food Services	220	5,410	\$224
81	Other Services (except Public Administration)	241	750	\$383

Source: Bureau of Labor Statistics

2009 County Schools & Graduates

Clemson University	
Bachelor's Degree	3,198
Doctor's Degrees	162
Master's Degree	785
Southern Wesleyan University	
Associate's Degree	103
Bachelor's Degree	322
Master's Degree	453

Local Real Estate

Building Permits	2009	295
Housing Units	2007	51,073
Total Property Value	2008	\$420,697,356
Millage Rate	2010	0.0571

Source: U.S. Census

Income & Revenue

Total Income	2008	\$3,216,277,000
Per Capita Income	2000	\$21,436
Per Capita Income	2008	\$27,367
Percent Growth		27.67%
Total Tax Revenue	2008	\$52,397,439
Total Retail Sales	2009	\$1,705,952,432

Sources: U.S. Census & Bureau of Economic Analysis



Source: National Center for Education Statistics



WORKFORCE INVESTMENT ACT

PART III - TERMS AND CONDITIONS (Revised June 16, 2010)

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3.0 **STATEMENT OF PURPOSE**

The purpose of this Act is to provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention and earnings of participants and increase occupational skill attainment by participants, which will improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation's economy.

3.1 **DEFINITIONS**

Act – The Workforce Investment Act of 1998

Administrative Entity – The entity (South Carolina Department of Employment and Workforce, hereinafter referred to as the Awarding Entity) designated by the Governor to administer the Workforce Investment Plan for the State of South Carolina or the entity designated by the Local Workforce Investment Board to administer the WIA programs.

Agreement – A grant agreement, which includes the WIA 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 WIA funds directly from the federal government.

Local Workforce Investment Areas (LWIA) – The county or counties designated by the Governor to administer the Workforce Investment 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 WIA participants.

Vendor – An entity responsible for providing generally required goods or services to be used in the WIA 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 WIA title I. Participation shall be deemed to commence on the first day, following determination of eligibility, on which the participant began receiving core, intensive, training or other services provided under WIA 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 this Agreement and to validate and legally bind the parties hereto to all the terms, performance 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 667 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 Investment 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/SU BRECIPIENTS/SUBGRANTEES

3.4.1 Assurances of Compliance

- 3.4.1.1 It is the responsibility of the recipient/subrecipient/subgrantee to have, or to have access to, copies of the Workforce Investment Act of 1998, the applicable Federal Regulations (to include all CFRs and OMB Circulars) and other pertinent documents referenced in this Agreement and with which compliance is required.
- 3.4.1.2 The recipient/subrecipient/subgrantee shall comply with the requirements of the Act and with Federal Regulations (hereinafter called the Regulations) and any revisions thereof.
- 3.4.1.3.1 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 the U.S. Department of Labor.
- 3.4.1.4 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. OMB Circular A-87 (applies to state and local governments and federally recognized Indian tribal governments);
 - 4. OMB Circular A-21 (applies to public and private institutions of higher education);
 - 5. OMB Circular A-122 (applies to nonprofit organizations including nonreservation Indian organizations but not to educational institutions and hospitals);
 - 6. 48 CFR Part 31 (applies to commercial organizations);
 - 7. 29 CFR Part 95 which codifies OMB A-122;
 - 8. 29 CFR Part 97 which codifies OMB A-87;

9. "Jobs for Veterans Act," Public Law 107-288 and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
10. Section 504 of the Rehabilitation Act of 1973, as amended;
11. Section 508 of the Rehabilitation Act of 1973, as amended;
12. Age Discrimination Act of 1975, as amended;
13. Title IX of the Education Amendments of 1972, as amended;
14. Section 167 of the Job Training Partnership Act, as amended;
15. Section 188 of the Workforce Investment Act of 1998;
16. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
17. Title VI of the Civil Rights Act of 1964, as amended;
18. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
19. Equal Pay Act of 1963, as amended;
20. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA);
21. 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;
22. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
23. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
24. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

3.4.1.5 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

3.4.3.1 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.

3.4.3.2 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.

- 3.4.3.3 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 twentieth (20th) 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 OMB Circulars, the Act, Regulations and other U.S. Department of Labor regulations.

3.5.1 Method of Payment

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

3.5.1.2 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".

3.5.1.3 The recipient/subrecipient/subgrantee may request a cash advance; however, an advance payment may not exceed one month's average expenditures. Documentation of how the amount was calculated must be attached with a cash advance request. Each situation will be reviewed to determine the need for a cash advance.

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

3.5.1.5 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

3.5.2.1 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 OMB Circulars.

3.5.2.2 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.

3.5.2.3 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-WIA funds within **thirty (30) calendar days** of receipt of such request.

3.5.3 Closeouts

3.5.3.1 The recipient/subrecipient/subgrantee will submit a complete Grant Agreement Closeout Report to be received by the Awarding Entity no later than **sixty (60) calendar days** after the expiration of the Agreement. The Awarding Entity will supply the closeout forms and instructions prior to the grant ending date.

3.5.3.2 Amended closeout package(s) will not be accepted after **sixty (60) 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 60 day deadline.

3.5.3.3 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

3.5.4.1.1 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).

3.5.4.2 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

3.5.5.1.1 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 WIA grant funds;
- interest income earned from funds received during a grant award.

3.5.5.2 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.

3.5.5.3 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 WIA 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 WIA program.

3.5.5.4 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 WIA grant under which it was earned and such income is used for WIA 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

3.5.7.1 Every office, director, agent or employee of the recipient/subrecipient/ subgrantee of WIA funds on a cash advance basis who is authorized to act on behalf of the recipient/subrecipient/subgrantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payments for program costs, shall be bonded to provide protection against loss.

3.5.7.2.1 The amount of coverage shall be the lower of the following:

- (1) \$100,000; or
- (2) the highest advance received through check or drawdown during the preceding grant year; or for new recipient/subrecipient/subgrantee, the highest advance through check or drawdown planned for the present grant period.

3.5.7.3 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 WIA Agreement shall contain the following endorsement:
 - If the Bond covers advance payments under grants/contracts from more than one agency, a recovery is provided for each government agency.

3.5.7.4 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 by registered letter to the Awarding Entity at its official address.

3.5.7.5 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

3.5.8.1 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.

3.5.8.2 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.

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

3.5.8.4 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

3.5.10.1 Recipients of WIA funds are governed by the requirements found in 48 CFR Chap 1, Part 31, 205-46 (a) as referenced in OMB Circular A-87, 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.

3.5.10.2 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.

- 3.5.10.3 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.
- 3.5.10.4 Budgeted expenses for meetings and/or conferences are allowable when their primary purpose is the dissemination of technical information relating to the WIA 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 WIA grant awards must be necessary and reasonable for proper and efficient administration of the program; be justifiable; be in accordance with applicable OMB Circulars; and not be a general expense required to carry out the overall responsibilities of state or local government.
- 3.5.10.5 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

- 3.5.11.1 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.
- 3.5.11.2 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.
- 3.5.11.3 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.
- 3.5.11.4 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 Manual for WIA 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

3.7.1.1 Needs-Related Payments – Funds allocated to a local area for adults under paragraph (2)(A) or (3), as appropriate, of section 133(b), and funds allocated to the local area for dislocated workers under section 133(b)(2)(B), may be used to provide needs-related payments to adults and dislocated workers, respectively, who are unemployed and do not qualify for (or have ceased to qualify for) unemployment compensation and trade readjustment allowances for the purpose of enabling such individuals to participate in programs of training services under subsection (d)(4).

The level of a needs-related payment made to a dislocated worker under this paragraph shall not exceed the greater of:

- (1) the applicable level of unemployment compensation;
- (2) the applicable level of trade adjustment assistance; or
- (3) if such worker did not qualify for unemployment compensation or trade readjustment allowances, an amount equal to the poverty level for an equivalent period, which amount shall be adjusted to reflect changes in total family income.

3.7.1.2 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

3.7.2.1 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.

3.7.2.2 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.

3.7.2.3 Each participant in an On-the-Job Training; other work related training; and work-experience 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.

3.7.2.4 Each participant who is employed in OJT; work-related training; or work-experience 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.

3.7.2.5 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.

3.7.2.6 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.

3.7.2.7 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.

3.7.2.8 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 WIA.

3.7.4 Retirement Programs

The Act provides for temporary training and employment; therefore, the inclusion of WIA 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 **19 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 570.13 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 **29 CFR 97.42 and 95.53**.

The recipient/subrecipient/subgrantee shall retain all records including financial, statistical, property, participant records and supporting documentation for **three (3) 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 **three (3) 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, photocopying, or similar methods may be substituted for the original records.

3.8.2 Right of Access to Records

3.8.2.1 The Awarding Entity; 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.

3.8.2.2 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.

3.8.2.3 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.

3.8.2.4 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 WIA 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 WIA-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

3.9.1.1 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. Price or rate quotations must be documented from an adequate number of qualified sources.
- (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.

(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.

3.9.1.2 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.

3.9.1.3 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.

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

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

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

3.9.1.7 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.

3.9.1.8 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," 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.

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

3.9.2 Selection of Service Providers through Formal Grant Process

- 3.9.2.1 Each recipient/subrecipient/subgrantee, to the extent practicable, shall select service providers by using a competitive grant application process.
- 3.9.2.2 Awards are to be made to organizations possessing the ability to perform successfully under the terms and conditions of a proposed subgrant or contract.
- 3.9.2.3 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.
- 3.9.2.4 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.

3.9.3 Conflict of Interest

- 3.9.3.1 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.
- 3.9.3.2 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.
- 3.9.3.3 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.
- 3.9.3.4 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.
- 3.9.3.5 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

- 3.9.4.1 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.
- 3.9.4.2 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.
- 3.9.4.3 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 that have, or are expected to have, an aggregate value exceeding **\$10,000** within a twelve-month period.

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

- 3.9.6.1 Real property, equipment, supplies and intangible property acquired or produced by States and governmental recipient/subrecipient/subgrantee, with WIA funds, shall be governed by the definitions and property requirements at **29 CFR Part 97**, 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 **OMB Circular A-110**, as codified by administrative regulations of the Department of Labor in **29 CFR Part 95**, except that prior approval by the Department of Labor to acquire property is waived.
- 3.9.6.2 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 Investment Act of 1998.
- 3.9.6.3 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.
- 3.9.6.4.1 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.

- 3.9.6.5 The recipient/subrecipient/subgrantee shall notify the Awarding Entity immediately of acquisitions with WIA 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.
- 3.9.6.6 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.
- 3.9.6.7 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 WIA vehicle, the insurance payments shall be made to the Awarding Entity or entity holding title to the vehicle.
- 3.9.6.8 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 WIA Procurement Standards.
- 3.9.6.9 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.
- 3.9.6.10 The recipient/subrecipient/subgrantee will maintain an up-to-date inventory of all WIA 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

- 3.10.1.1 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 WIA 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.

3.10.1.2 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 WIA 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.

3.10.1.3 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

3.10.2.1 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.

3.10.2.2 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.

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

3.10.2.4 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.

3.10.2.5 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.

- 3.10.2.6 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

- 3.11.1.1 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.

- 3.11.1.2 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.

- 3.11.1.3 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.

- 3.11.1.4 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.

- 3.11.1.5 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.

- 3.11.1.6 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," 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.

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

3.12.1.1 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.

3.12.1.2 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

3.12.2.1 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.

3.12.2.2 The recipient/subrecipient/subgrantee shall have the right to appeal any such determination made by the Awarding Entity to the Local Workforce Investment Board (LWIB) 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 Investment Board. The same time parameters and conditions apply as those for the LWIB.

3.12.2.3 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.

3.12.2.4 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.

3.12.2.5 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.

3.12.2.6 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.

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

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

3.13 AUDITS

3.13.1 Audits and Inspections

3.13.1.1 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.

3.13.1.2 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 WIA.

3.13.1.3 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 OMB Circular A-133, the recipient/subrecipient/ subgrantee must submit all finalized audit reports to the Awarding Entity within **thirty (30) calendar days** of receipt.

3.14 GENERAL ASSURANCES

In administering programs under WIA, the recipient/subrecipient/ subgrantee assures and certifies that it will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91.646) which requires fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

3.14.1 Equal Opportunity

3.14.1.1 The recipient/subrecipient/subgrantee is prohibited from discriminating on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under WIA, as amended, in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIA-funded program or activity.

3.14.1.2 As a condition to the award of financial assistance from the Department of Labor Title I under WIA, the grant applicant assures, with respect to operation of this WIA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United State or participation in any WIA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- Section 508 of the Rehabilitation Act of 1973, as
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

3.14.1.3 The grant applicant also assures that it will comply with 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIA and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

3.14.1.4 **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 WIA 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**

3.14.3.1 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.

3.14.3.2 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 Investment Area (LWIA) (20 CFR 667.600)

3.14.5.1 Each LWIA 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 LWIA 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.

3.14.5.2 The LWIA 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.

3.14.5.3 The LWIA 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.

3.14.5.4 Employers may operate their own grievance system or may utilize the grievance system established by the state, the LWIA 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 WIA complaints under this section. Employers shall inform participants of the grievance procedures they are to follow when the participant begins employment.

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

3.14.6 Complaints of Discrimination

Complaints of discrimination pursuant to **Section 188 of the Act** shall be handled under **29 CFR Part 37**.

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-WIA 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 WIA, or a state or local law; that person, organization, or agency may, with respect to the non-WIA 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 WIA Regulations shall: (1) allow any person or organization to file a suit which alleges a violation of WIA 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 WIA or the Regulations promulgated thereunder.

Any dispute between the Awarding Entity and the recipient/subrecipient/subgrantee concerning the terms or provisions of this Agreement which constitutes a question of fact, and which is not disposed of by agreement, shall be decided by the Awarding Entity who shall send a written copy of its decision to the recipient/subrecipient/subgrantee. The decision shall be final and conclusive unless within **thirty (30) calendar days** from the date postmarked, the recipient/subrecipient/subgrantee furnishes the Awarding Entity with a written appeal. The decisions of the Awarding Entity 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. In connection with any appeal proceeding under this clause, the recipient/subrecipient/subgrantee shall be supported by substantial evidence. 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.

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.

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 WIA 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 Criminal Provisions

3.15.4.1 Whoever, being an officer, director, agent or employee of, or connected in any capacity with any agency receiving financial assistance under the Workforce Investment Act, knowingly hires an ineligible individual or individuals, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are subject of an Agreement of assistance pursuant to such Act shall be fined not more than **\$10,000** or imprisoned for not more than **two (2) years**, or both; but if the amount so embezzled, misapplied, stolen or obtained by fraud does not exceed **\$100**, such persons shall be fined not more than **\$1,000** or imprisoned not more than **one (1) year**, or both.

3.15.4.2 Whoever by threat of procuring dismissal of any person from employment or of refusal to employ or refusal to renew an Agreement of employment in connection with an Agreement under the Workforce Investment Act, induces any person to give up any money or thing of any value to any person (including such Awarding Entity) shall be fined not more than **\$1,000** or imprisoned not more than **one (1) year**, or both.

3.15.4.3 Any person, whoever, willfully obstructs or impedes or endeavors to obstruct or impede, an investigation or inquiry under the Workforce Investment Act or the Regulations thereunder, shall be punished by a fine of not more than **\$5,000**, or by imprisonment for not more than **one (1) year**, or both.

3.15.5 Sectarian Activities (Section 188 of WIA, Paragraph 667.266 of WIA Regulations and 29 CFR 37.6(f)(1))

3.15.5.1 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.

3.15.5.2 Funds received under WIA 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 WIA 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 WIA 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.

3.15.5.3 WIA funds may be used to employ or train participants in religious activities. **29 CFR 37.6(f)(1)**, as amended, permits participants to be employed or trained in religious activities when "indirect" financial assistance is used. Assistance through an Individual Training Account is considered indirect assistance.

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

3.15.6 Unionization and Political Activity

3.15.6.1 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.

3.15.6.2 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 WIA 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 WIA program;

- (2) participant or employee participation in partisan or non-partisan political activities during hours for which the participant or employee is paid with WIA 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.

3.15.7 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.

3.15.8 Lobbying

3.15.8.1 No federal appropriated funds have been paid or will be paid by or on behalf of the recipient/subrecipient/subgrantee 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.

3.15.8.2 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 recipient/subrecipient/subgrantee shall complete and submit a **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

3.15.9 Suspension and Debarment

The recipient/subrecipient/subgrantee of WIA funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency.

3.15.10 Drug-Free Workplace Requirements

The recipient/subrecipient/subgrantee will provide a drug-free work-place by:

- (a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the recipient's/subrecipient's/ subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the recipient's/subrecipient's/subgrantee's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
- (d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than **five (5) calendar days** after such conviction.
- (e) notifying the agency within **ten (10) calendar days** after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions within **thirty (30) calendar days** of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or

- (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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

Service Provider _____

Contract # _____

421

Project/Activity _____

Fund Source _____

Mod # _____

	Total Cost	Administrative	Non-Administrative	In-Kind Contributions
Cost and Price Analysis				
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	\$ -	\$ -	\$ -	\$ -
Copying Cost *	\$ -	\$ -	\$ -	\$ -
WI Customer Supplies and Materials Cost *	\$ -	\$ -	\$ -	\$ -
Total Cost of Supplies and Materials	\$ -	\$ -	\$ -	\$ -
Equipment Maintenance and Repairs Cost *	\$ -	\$ -	\$ -	\$ -
Utilities Cost *	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	\$ -

Cost and Price Analysis				
WI CUSTOMER WAGES AND FRINGE BENEFITS	Total Cost	Administrative	Non-Administrative	In-Kind Contributions
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	\$ -			
Transportation	\$ -			
Training Payment Cost (Summer Youth Only)	\$ -			
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	\$ -			

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Investment Area

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

WORKFORCE INVESTMENT BOARD
 WorkLink Workforce Investment Board
BUDGET FLOW PROJECTIONS

Service Provider _____ Contract # _____

Project/Activity _____ Fund Source _____

Period	Administration		Non-Administration		Monthly Expenditures	Cumulative Expenditures
	\$	%	\$	%		
July	\$ -	0%	\$ -	0%	\$ -	\$ -
August	\$ -	0%	\$ -	0%	\$ -	\$ -
September	\$ -	0%	\$ -	0%	\$ -	\$ -
October	\$ -	0%	\$ -	0%	\$ -	\$ -
November	\$ -	0%	\$ -	0%	\$ -	\$ -
December	\$ -	0%	\$ -	0%	\$ -	\$ -
January	\$ -	0%	\$ -	0%	\$ -	\$ -
February	\$ -	0%	\$ -	0%	\$ -	\$ -
March	\$ -	0%	\$ -	0%	\$ -	\$ -
April	\$ -	0%	\$ -	0%	\$ -	\$ -
May	\$ -	0%	\$ -	0%	\$ -	\$ -
June	\$ -	0%	\$ -	0%	\$ -	\$ -

Proposal Checklist Form

Forms

- Application/Signature Sheet Attached
- Budget Form Attached
- Client Flow and Budget 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 job placement, going on to higher education, increased wages, and obtaining additional skills and/or returning to school?
- Are Target groups clearly spelled out?

Does the program description describe:

- Intake/Assessment
- Case Management
- Program Services
- Placement in Jobs or Continuing Education
- Follow-up

- Does the description tell how the program will address or make available the 10 required Youth WIA Services? Or how the program will interact with the OneStops?
- 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 the potential use of any subcontract described?
- Is a budget narrative included?
- Does the proposal address every evaluation criterion?

REQUEST FOR PROPOSALS EVALUATION FORM

Applicant _____

Activity _____

Criteria	Weight	Score
Program Design Considerations	30	
Offeror's Qualifications	20	
Proposed Performance	20	
Fiscal Responsibility	10	
Budget	10	
General Responsiveness	10	
Total	100	

An application must receive an aggregate score of 70 from the Review Panel in order to be considered for funding.

Evaluated by _____

Date _____

**BY-LAWS
THE WORKLINK WORKFORCE INVESTMENT BOARD
YOUTH COUNCIL**

Article I-Purpose

- A. To carry out the intent and purpose of Public Law 105-220 dated August 7, 1998, Workforce Investment Act (WIA) of 1998, as it relates to Youth Activities in the WorkLink Workforce Investment Board as designated by the Governor.

- B. Per Section 117 of the WIA, the duties of the Youth Council include:
 - 1. Developing portions of the local plan relating to eligible youth, as determined by the Chairperson of the Local Board;

 - 2. Subject to the approval of the Local Board and consistent with Section 123 of the WIA:
 - a. Recommending eligible providers of youth activities, to be awarded grants or contracts on a competitive basis by the Local Board to carry out the youth activities; and

 - b. Conducting oversight with respect to the eligible providers of youth activities, in the local area;

 - 3. Coordinating youth activities authorized under Section 129 of the WIA in the local area; and

 - 4. Other duties determined to be appropriate by the Chairperson of the Local Board.

Article II - Council

- A. Membership
 - 1. Number – The total membership shall not exceed twenty-five (25) and the minimum total membership should be no less than fifteen (15). All three counties must be represented on the Council. Representation from agencies/organizations/educational institutions/businesses/etc. which serve all three (3) counties will be considered as serving all counties without regard to the physical location of the agencies/organizations/educational institutions/business/etc.

2. Appointment – Member shall be appointed by the Local Board in Cooperation of the Chairperson of each County Council. Appointments shall be made from the categories as outlined in Section 117(h) of the Workforce Investment Act and Stat Instruction Letter WIA 99-03.
3. Term of Office – Term of office shall be for three (3) 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 July 1 each year. A member shall serve until his/her successor has been duly appointed.

B. Officers

1. Chairperson and Vice-Chairperson – The Chairperson shall preside at all meetings of the Council and execute on behalf of Council all official instruments and documents authorized by the Council. He/she shall call meetings when it is his/her opinion such meetings are in the best interest of the Council. He/she shall preserve order and a quorum at all meetings. The Chairperson and Vice-Chairperson are appointed by the Local Board Chair and must be a representative from the Local Board. When the Chairperson is absent from a meeting, or unavailable at the time execution on behalf of Council is necessary, the Vice-Chairperson shall execute on behalf of the Council all official instruments or documents which have been adopted or authorized by the Council. In the event that the office of Chairperson is vacated, the Vice-Chairperson shall succeed to that office until the vacancy of Chairperson is filled by the Chair of the Local Board.
2. Other Officers – The Youth Council shall elect such other officers as they deem appropriate or necessary to fulfill the responsibilities of the Council.

C. Attendance

1. Quorum – Forty-percent of the current Council members must be present to conduct a meeting. The Chairperson or Vice-Chairperson must also be present to chair the meeting.
2. Attendance – Members shall be expected to attend all meetings unless excused by the Youth Council Chair. Excused absences must be for a good cause. Members must notify the Local Board staff if circumstances will prevent their attendance at any meeting of the Youth Council. Members who have more than two (2) unexcused absences in one (1) year period will

be considered to have resigned. All Youth Council members will receive copies of meeting minutes from the Local Board meetings.

D. Support Staff

1. Support staff will be provided from the Local Board to insure minutes of all meetings are taken accurately and are kept as part of the permanent record.

Article III – Activities

A. Review by Youth Committee of the Local Board

1. The activities/recommendations of the Youth Council shall be reviewed by the Youth Committee of the Local Board prior to them going to the full Local Board for Approval.

B. Approval by Local Board

1. All recommendations from the youth Council must receive a majority vote of approval from the full Local Board prior to implementation. The Executive Committee may act on behalf of the Local Board between full board meetings. A vote by electronic equipment for time constrained issues that must be resolved prior to a face-to-face meeting is allowed.

Article IV – Conflict of Interest

- A. No member of the Youth Council may vote on any project in which that member or the organization that he/she may represent has a direct interest. Each such conflict of interest shall be declared by the member and so recorded in the official minutes. Conflict of Interest Form to be completed on an annual basis.

Article V - Amendment

- A. These By-Laws may be amended by a majority vote of the Couth Council, Youth Committee of the Local Board, and approval of the Local Board in cooperation with the Chairperson of each County Council.

These By-Laws adopted by the Local Board and governing bodies of Anderson, Oconee, and Pickens counties as of January 13, 2010.

These By-Laws adopted by the Local Board and governing bodies of Anderson, Oconee, and Pickens counties as of the **13th day of January 2010.**

Youth Council

Kristi King-Brock

Kristi King-Brock, Chairperson

2-1-10

Date



2013 Committee/Board Meeting Schedule

Committee	Dates					
Youth Council	January 14*	March 4	May 6	August 5	October 7	
Business Partnerships	February 14	April 11		July 11	September 12	November 14
Workforce Skills & Education	February 13	April 10	June 12	August 14	October 16	December 4
Finance	February 20	April 17	June 19	August 21	October 23	December 11
Workforce Investment Board	February 27	April 24	June 26	August 28	October 30	December 18

Youth Council – Meetings will be held at 11:00 am at the Madren Center. Lunch will follow immediately.

*January 14 meeting will be from 10:00am-1:00pm.

Staff Liason: Sharon Crite, Youth Services Manager/Education Outreach, scrite@worklinkweb.com, 864-646-1828

Business Partnerships – Meetings will be held at 3:00 pm at WorkLink.

Staff Liason: Crayton Pruitt, Business Services Representative, cpruitt@worklinkweb.com, 864-646-1468

Workforce Skills & Education – Meetings will be held at 3:00 pm. Location TBD.

Staff Liason: Jennifer Kelly, Program Director, jkelly@worklinkweb.com, 864-646-5898

Finance – Meetings will be held at 3:00 pm at WorkLink.

Staff Liason: Brandi Runion, Finance Director, brunion@worklinkweb.com, 864-646-1827

Workforce Investment Board – Meetings will be held at 1:00 pm at the Madren Center. Lunch will be held at noon immediately preceding the meeting.

Staff Liason: Shae Rozakos, Executive Director, srozakos@worklinkweb.com, 864-646-1458

WorkLink

EMPLOYMENT AND TRAINING INSTRUCTION LETTER NO.: PY' 12-01 (replaces WorkLink WIA Instruction Letter No.: PY' 11-05)

SUBJECT: Monitoring Schedule

ISSUANCE

DATE: July 24, 2012

EFFECTIVE

DATE: July 1, 2012

EXPIRATION

DATE: June 30, 2013

PURPOSE: To transmit local Employment and Training Instruction Letter Schedule for Monitoring by the Administrative Entity of the WorkLink Local Area Service Providers.

BACKGROUND: Local Area Administrative Entity Staff will monitor the WorkLink Workforce Investment Area Service Providers for Title I of the Workforce Investment Act (OneStop, Youth, Adult, and Dislocated Worker Programs).

ACTION: All Service Providers should be prepared for these monitoring visits. Have all files, records and staff members available during these scheduled dates. OneStop and Contractor staff should have completed the WIB 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 Investment Board Staff, WorkLink, 511 Westinghouse Road, Pendleton, SC 29670, telephone 864.646.1515, fax, 864.646.2814, or e-mail srozakos@worklinkweb.com.



Shae Rozakos, Executive Director
WorkLink Workforce Investment Board

DISTRIBUTION: To All WIA Service Providers

ATTACHMENT: Monitoring Schedule

Monitoring Schedule

Workforce Investment Act Program Year 2012 (07/01/2012 – 06/30/2013)

Henkel's & McCoy	11/05/2012 – 11/09/2012 04/22/2013 - 04/26/2013
PYC	02/26/2013 – 02/28/2013

Note: WorkLink staff responsible for monitoring:

Financial Monitoring	Brandi Runion
Youth Programmatic Monitoring	Sharon Crite
OneStop Programmatic Monitoring	Jennifer Kelly
EO Compliance	Windy Graham