THE WORKLINK WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) of 2014

I. Purpose

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

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

The work commitments described herein reflect and advance the vision, mission, and core principles of the Workforce Development Board (WDB) and the SC Works Operator and will further efforts to:

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

The Parties agree to:

- Actively participate in the strategic planning process for the local SC Works system;
- Serve on the Business Services team and participate in Industry or Sector partnerships, as applicable;
- Participate in SC Works Partner meetings, as appropriate;
- Coordinate and integrate activities so that individuals seeking assistance will have access to information and services that lead to positive employment outcomes; and
    - At a minimum, provide electronic access to programs, activities and services:
        Services provided through electronic means will supplement and not supplant those provided through the physical SC Works delivery system. The term “electronic” includes Web sites, social media, internet chat features, and telephone.

II. Parties

The parties included in this MOU are the WorkLink Workforce Development Board (LWDB), Chief Elected Officials (CEO), the Eckerd Workforce Development SC Works Operator (OSO) and all required partners identified in the Act and other optional partners (Partners).

a. The LWDB is responsible for developing this MOU with the SC Works partners; designating or certifying SC Works operators; strategic planning; policy development; and oversight.

WorkLink Workforce Development Board
1376 Tiger Boulevard, Suite 102 Phone (864) 646-1515
Clemson, SC 29631 Fax (864) 646-2814
Contact: Trent Acker, Executive Director

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

Anderson County Council
PO Box 8002 Phone (864) 281-8177
Anderson, SC 29624
Contact: Tommy Dunn, Chairman

Oconee County Council
415 South Pine Street Phone (864) 972-1965
Walhalla, SC 29691
Contact: Paul Cain, Chairman

Pickens County Council
222 McDaniel Avenue Phone (864) 878-6026
Pickens, SC 29671
Contact: Jennifer Willis, Chairman

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

Eckerd Workforce Development Phone (864) 722-9273
OneStop Operator, Renee Alexander
1376 Tiger Blvd, Ste 102
Clemson, SC 29631

The SC Works system will bring together a series of partner programs and entities responsible for workforce development, education, and other human resources programs to collaborate in the creation of a seamless customer-focused service delivery network that enhances access to the programs' services. Partners included in the RSA (see Attachment B) are representatives from the following programs:

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

With approval of the Local Board and chief elected officials, WIOA also allows other partners to be a part of the workforce system, including local employers and community-based, faith-based, and/or non-profit organizations, as well as employment, education, and training programs provided by public libraries or in the private sector. Optional partner outreach is strongly encouraged as these partnerships are necessary to provide job seekers with the high-quality career, education, and supportive services needed to place them with businesses seeking skilled workers. Optional partners must meet the same conditions as required partners.

Each Partner agrees to:

(a) Provide access to its programs or activities through the SC Works delivery system, in addition to any other appropriate locations;

(b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with Federal cost principles in 2 CFR parts 200 and 2900, to:

(1) Provide applicable career services; and

(2) Work collaboratively with the State and Local Board to establish and maintain the SC Works delivery system. This includes jointly funding the one stop infrastructure through partner contributions that are based upon:

(i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to the relative benefits received;

(ii) Federal cost principles;

(c) Enter into an MOU with the Local Board relating to the operation of the SC Works system; and

(d) Participate in the operation of the SC Works system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements.

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

III. Services

A comprehensive SC Works center is a physical location where jobseekers and employer customers can access the programs, services, and activities of all required SC Works partners. Customers must have access during regular business days at a comprehensive SC Works center. Current hours are Monday – Friday 8:30am to 5:00 pm.

The WorkLink Workforce Development Board has established the following:

COMPREHENSIVE CENTER
SC Works WorkLink Employment Center
1376 Tiger Blvd, Suite 102
Clemson, SC 29631
8:30am-5:00pm, Monday-Friday

SATELLITE CENTERS
Anderson SC Works Satellite Center
Tri-County Technical College Anderson Campus
Quickjobs Development Center
512 Michelin Blvd
Anderson, SC 29624
8:30am-5:00pm, Monday-Friday

Seneca SC Works Satellite Center
Tri-County Technical College Oconee Campus
Quickjobs Development Center
104 Vocational Drive
Seneca, SC 29678
8:30am-5:00pm, Monday-Friday

Easley SC Works Satellite Center
Tri-County Technical College
Easley Campus
Quickjobs Development Center
1774 Powdersville Road
Easley, SC 29642
8:30am-5:00pm, Monday & Tuesday

ACCESS POINTS
Access Points for job search services are also available at local libraries, adult education centers, and other community centers. Access Points offer access to a computer, through which job seekers will find online links to the several of the career services or job seeker services available at WorkLink SC Works Centers in Anderson, Oconee and Pickens Counties.

Official Access Point locations include Anderson County Library System, Oconee County Public Library System, Pickens County Library System, United Way of Pickens, Goodwill Job Connection of Anderson, Pickens County Adult Education, Oconee County Adult Education, Anderson County Adult Education –

Districts 1 & 2, Anderson County Adult Education – District 3, 4, & 5, and Anderson Interfaith Ministries.

The WDB shall, as a part of the SC Works System/Center certification and re-certification process, set standards and regularly review the SC Works System and performance of each Center.

Career Services

Career services will be provided by all partners in the SC Works Centers. Career 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 SC Works 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. Internet Claims filing can been done via the internet. Partner staff will assist those with disabilities in filing their initial claim.
- **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 SC Works services/link to areas.
- **Performance Information on Local SC Works Centers:** How the local area is performing on the local performance measures and any additional performance information with respect to the SC Works delivery system in the local area.
- **Follow-up Services:** Including counseling regarding the workplace. Local responsibility – retention services.

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

Accessibility

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

IV. Oversight

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

Certification

Each local area must have at least one certified Comprehensive SC Works center and certified business services. The parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. Chief elected officials and the Local Board will use objective criteria and procedures developed by the State when certifying SC Works centers. The criteria will evaluate the SC Works centers and SC Works delivery system for effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement. Evaluations of effectiveness will include how well the SC Works center integrates available services for participants and businesses, meets the workforce development needs of participants and local employers, operates in a cost efficient manner, coordinates services among the SC Works partner programs, and provides maximum access to partner program services even outside regular business hours. These evaluations will include criteria evaluating how well the centers and delivery systems take actions to comply with the disability-related regulations implementing WIOA. Failure to achieve certification will have a direct impact on the local area's ability to receive funding and deliver services. All partners must work together to establish processes and services to achieve and maintain the required certification.

SC Works Partner Meetings

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

Center Management

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

Staff Management

Each Partner shall be responsible for providing the direct supervision and control of its staff in such matters as selection and hiring decisions, personnel planning and evaluation, salary and benefits and other matters directly pertaining to an employer-employee relationship. Each Partner will facilitate cross training opportunities and cooperative staffing arrangements within the Centers, as appropriate.

Grants Management

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

Compliance

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

Eligibility

Each Partner shall be independently responsible for determining eligibility for their respective programs. The SC Works Operator and other providers of WIOA services may, at their discretion, consider the use of evaluations, assessments, or individual plans created or conducted pursuant to another education or training program under WIOA.

Confidentiality

Customer information, on employers and job seekers, will be shared in accordance with separate partner confidentiality agreements. Partners agree that confidentiality of customer information will be maintained at all times. Partners agree to safeguard and protect confidential and personally identifying information pursuant to applicable Federal and State law, and 2 CFR 200.79. Partners with access to unemployment insurance information from the S.C. Department of Employment and Workforce must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through 170, 20 CFR Part 603, and IRS Publication 1075, which require that certain S.C. Department of Employment and Workforce data be kept confidential.

System Integration and Referral

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

V. Liability Insurance

Each partner ensures that it will secure and maintain general tort liability insurance through an authorized carrier in at least the amount in South Carolina Code 15-78-120 of the South Carolina Tort Claims Act. Any liability of the Partner or any claims, damages, losses or cost arising out of or related acts performed by the Partners, or their agents under this agreement shall be governed by the South Carolina Tort Claims Act 15-78-10, et seq.

VI. No Hold Harmless

To the extent allowed under law, no party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by any other party, its employee or agents, in connection with the performance of services pursuant to this agreement.

VII. Severability

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

VIII. Assurances and Certifications

1. The Parties will ensure that no person shall be discriminated against in consideration for or receipt of employment and training services or staff position because of sex, gender identity, sexual orientation, disability, race, color, age, religion, or national origin. Each participant shall have recourse through the appropriate complaint procedure.

2. The Parties will strictly adhere to all Federal, State, and Local laws that pertain to Employment and Training, including Minor Labor and Civil Rights Laws.

3. It is expressly understood and agreed by the Parties that employees performing work within the SC Works system remain at all times employees of their respective agencies.

4. No funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.

5. Each member of the Parties assures that it is an equal opportunity employer and is aware of and shall comply with Equal Opportunity (EO) practices as mandated by state and Federal statutes and regulations.

6. The Parties will not expose employees or customers to surroundings or working conditions which are unsanitary, hazardous, or dangerous. SC Works centers will be operated in accordance with reasonable safety practices.

7. The Parties will each comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

IX. Dispute Resolution

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes. Should resolution efforts fail, the dispute shall be referred to the Workforce Development Director, or the Director's designee, and the Chair of the local Board who shall place the dispute upon the agenda of a regular or special meeting of the local Board or Committee designated by the Chair. The Executive Director of the Partner, or the Executive Director's designee, and the local Board or Designated Committee of the local Board shall attempt to mediate and resolve the dispute. If an agreement still cannot be reached, an explanation as to pending solutions may be stated and written notice provided to the State WIOA Administrative Entity (Department of Employment and Workforce), the State representative of the party involved, and the local signatory official.

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 SC Works Operator in writing at the address listed below:

SC Works Operator
Renee Alexander, Eckerd Workforce Services
1376 Tiger Blvd, Suite 102
Clemson, SC 29631

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

WorkLink Workforce Development Board
Executive Director, Trent Acker
1376 Tiger Blvd, Suite 102
Clemson, SC 29631

Written notice of the need for mediation of unresolved disputes shall be sent to the parties' Executive Director(s) at the address listed in Section II, Parties.

Modification and Assignment

This MOU may be modified at any time by written mutual agreement of the parties involved. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties.

Termination

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

X. HOW THE COSTS OF THE SERVICES AND THE OPERATING COSTS OF THE SYSTEM WILL BE FUNDED

The Resource Sharing Agreement (RSA) is a plan to fund the costs of the services and the operating costs of the system, including funding of infrastructure costs of one-stop centers and funding of the shared services and operating costs of the one stop delivery system. The Partners agree to enter into a Resource Sharing Agreement (Attachment D) to support the cost of shared services and jointly occupied facilities. Such agreement shall meet the principle of proportionate responsibility for support of services. Cost allocation among partners shall meet WIOA regulations, Federal Uniform Guidance, state rules, policies and guidelines. Each partner will have a separate Resource Sharing Agreement detailing shared cost, which shall be incorporated into this MOU. The SC Works system is a work in progress and its costs and the Partners' resource contributions are based on projections only and may need to be adjusted from time to time to most accurately reflect actual costs and contributions. Each RSA will be negotiated and modified annually.

Impasse Situations

Workforce system partners shall first attempt to resolve all cost-sharing disputes informally in accordance with local policies. The State infrastructure funding mechanism to be implemented in Program Year 2017 will be used when consensus agreement cannot be reached between the Local Board, chief elected officials, and workforce system partners. The State criteria will include the process by which a partner may appeal a determination regarding the portion of funds to be provided under the State funding mechanism.

Duration

This MOU shall be reviewed and renewed not less than once every 3-year period to ensure delivery of services and to reflect any changes in the signatory official of the Board, SC Works partners, and chief elected officials. The fiscal year shall be duly recognized as July 1 through June 30.

Authority and Signatures

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

Effective Date

Without regard to the date of signatures below, the Partners agree the effective date of this agreement is July 1, 2016.

Attachments

A: WIOA Required Services by Partner
B: SC Works Partners and Corresponding Status
C-1-3: Referral Process
D: Resource Sharing Agreement

THE WORKLINK WORKFORCE AREA

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Chief Elected Officials:

Anderson County Council
Tommy Dunn, Chair

_____ _____
Signature Date

Oconee County Council
Paul Cain, Chair

_____ _____
Signature Date

Pickens County Council
Jennifer Willis, Chair

_____ _____
Signature Date

THE WORKLINK WORKFORCE AREA

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

Brooke Dobbins, Human Resources Manager
Itron

_____ Date: _____
Board Chair

Kal Kunkel, OneStop Operations Director
Eckerd Workforce Development Services

_____ Date: _____
Operator (if applicable)

THE WORKLINK WORKFORCE AREA

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

- Adults;
- Dislocated Workers; and
- Youth

Steve Pelissier, Executive Director
SC Appalachian Council of Governments

Steve P Pelissier _____ Date: 9/15/16

Local Grant Recipient Authorized Official

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

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

_____ Date: _____
Cheryl Stanton, Executive Director

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

_____ Date: _____

Neal Getsinger, Commissioner

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

- Temporary Assistance to Needy Families authorized under the Social Security Act;
- Employment and training programs authorized under the Food Stamp Act of 1977; and
- Work programs authorized under the Food Stamp Act of 1977.

_____ Date: _____
V. Susan Alford, State Director

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

_____ Date: _____
Janice Walpole, Adult Education Director

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

_____ Date: _____
Katie Brown, Adult Education Director

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

_____ Date: _____
Gene Williams, Adult Education Director

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

_____ Date: _____
Dr. Mary Gaston, Adult Education Director

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

_____ Date: _____
Dr. Ronnie Booth, President

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

_____ Date: _____
Dr. Willis Crosby, Executive Director

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

_____ Date: _____
Jerry Branham, Board Chairman

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

_____ Date: _____
Robin Miller, Admissions Counselor

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

_____ Date: _____

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AARP is a designated provider of Senior Community Service Employment Programs employment and training activities, authorized under Title V of WIOA.

_____ Date: _____
Mary Blackwood, Interim Program Director

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

_____ Date: _____
Pat Michaels, CEO

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

_____ Date: _____

???

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

_____ Date: _____
???

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

_____ Date: _____
???

MOU Attachment A: WIOA REQUIRED SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MOU Attachment B: WORKLINK SC WORKS PARTNER LIST

Anderson SCWorks Center	**Clemson SC Works Center**	**Easley SC Works Center**	**Seneca SC Works Center**
512 Michelin Blvd	1376 Tiger Blvd, Ste 102	1776 Powdersville Hwy	104 Vocational Dr
Anderson, SC 29624	Clemson, SC 29631	Easley, SC 29642	Seneca, SC 29672

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

MOU Attachment B: WORKLINK SC WORKS PARTNER LIST

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

SC Works Civility Policy

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

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

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

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

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

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

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

Cross Referral Agreement

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

(a) Referral Definition:

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

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

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

2. Each partner will use the attached Referral Form or SCWOS Referral in referring individuals for services they are not able to provide. This agreement will be updated to include any necessary performance standards, tracking requirements, etc. as WIOA implementation progresses.

a. When using the paper Referral form, the Release of Information form (also attached) should be printed on the back of the referral form. Both forms should be completed with customer signature captured on the Release of Information form. Please review, edit, and finalize language that will be needed in order for you to release information to us on a mutual client/participant.

3. The parties agree to make discussion of the referral process (for review and enhancement) a permanent agenda item at all regularly schedule partner meetings, to include:

- Provide feedback on the success of cross-referral arrangements;
- Cross-train their respective staffs;
- Consider co-enrollment options and practices;
- Consider the effect of cross-referrals on mutual performance expectations; and
- Constantly improve the joint delivery of services to customers.

Resource Manual Page

Each partner is asked to complete a Resource Manual Page. The Resource Manual page will serve as a reference tool ensuring that accurate information on partner services is readily available to users (partners and customers) of the WorkLink SC Works system.

Partners are requested to update their Resource Manual Page as changes occur with a review for accuracy minimally once per quarter.

MOU ATTACHMENT C-1

REFERRAL

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

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

Customer's Name: _____
Last First MI

Email: _____ Alternate Contact Information: _____

REFERRED FROM:

AGENCY: _____

YOUR NAME & TITLE: _____

YOUR ADDRESS:_____

YOUR PHONE #: _____ YOUR EMAIL: _____

REFERRED TO:

AGENCY: _____ PROGRAM: _____

NAME & TITLE: _____

ADDRESS:_____

PHONE #: _____ EMAIL: _____

DESCRIPTION OF SERVICES YOUR CUSTOMER NEEDS:

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

_____

_____

_____

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

_____

_____

FOR OFFICE USE ONLY: DATE RECEIVED: _____ INITIALS: _____
PLEASE RETAIN COPY FOR CLIENT'S CASE FILE (SCAN)
CASE NOTE REQUIRED FOR CONTACT ATTEMPTS, APPOINTMENTS, RESULTS, ETC.

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

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

ATTACHMENT C-2
REVERSE SIDE OF ATTACHMENT C-1

RELEASE OF INFORMATION

Participant Name: _____

By signing and dating this information release form, I allow the appropriate persons or agencies to access and share my personal information, as it specifically pertains to my participation in one or more partner programs within the WorkLink SC Works system. I also consent to the release of relevant information to potential employers in regards to securing additional services and employment.

I understand that this is a cooperative effort by agencies involved to share information that will lead to better utilization of community resources and better cooperation amongst our agencies to best meet my needs.

I agree to allow an employer to release any information that will assist me in meeting the employment verification and follow-up procedures required for the Workforce Innovation and Opportunity Act (WIOA) program.

I understand that staff will request that confidentiality of all information released will be protected.

This consent to release is valid for the time period of my participation in any of the partner programs (incl. follow-up period) within the WorkLink SC Works system, or until otherwise specified, and thereafter is invalid.

I understand that at any time between the time of signing and the expiration date I have the right to revoke this consent.

_____

Participant Signature Date

_____

Parent or Guardian Signature (if participant is under 18) Date

_____ __

Staff Signature Date

ATTACHMENT C-3 **RESOURCE MANUAL PAGE**

NAME OF ORGANIZATION

SITE:	Street # and Name City, State, Zip
MAILING ADDRESS:	Street # and Name City, State, Zip
PHONE:	(864) ???-????
FAX:	(864) ???-????
WEBSITE:	www.enterwebaddress.com
EMAIL:	Email address
HOURS:	9:00AM – 5:00PM, Monday - Friday
DESCRIPTION OF SERVICES:	Enter a description of services available

SERVES:	Enter a description of who you serve (i.e. Pickens County Residents)
AREA SERVED:	Enter information on areas served (i.e. Clemson, Central
HOW TO APPLY:	Apply in person with identification Call for appointment first Apply on Tuesdays only

MOU ATTACHMENT D

RESOURCE SHARING AGREEMENTS

WorkLink SC Works Centers
Resource Sharing Agreement (RSA)
July 1, 2016 – June 30, 2017
(Addendum to MOU)

I. STATEMENT OF PURPOSE

The purpose of this RSA is to define and specify what common costs associated with the SC Works Centers will be a shared responsibility of the South Carolina Department of Employment and Workforce (DEW) and the **Appalachian** Regional Council of Governments (COG), as well as establish the basis and methodology of pooling and sharing those costs. Also, the RSA outlines the frequency and process for billing and payment of shared costs.

II. INTRODUCTION

a. This RSA is between the COG and DEW.

b. The **WorkLink WDB** is the designated and certified Workforce Development Board for the **WorkLink** Workforce Development Area. The Operator is **Eckerd Workforce Development Services**, competitively procured and selected by the WDB in accordance with the Workforce Innovation and Opportunity Act (WIOA) and its final regulations.

c. The Partners are the various organizations identified in the Memorandum of Understanding (MOU) who, by virtue of their Partner status, have agreed to enter into and abide by Partner specific RSAs.

d. The Department of Employment and Workforce (DEW) represents the following required partner programs: Wagner- Peyser (WP) Employment Services, Unemployment Insurance (UI), Veterans Employment and Training, Trade Adjustment Assistance (TAA), and Migrant and Seasonal Farmworker (MSFW).

III. COMMITMENTS

a. The **Appalachian COG**, representing SC Works in **Anderson, Oconee, and Pickens** counties, agrees to provide the following SC Works Host Facilities:

- **SC Works Clemson Center** (Comprehensive Center)
  1376 Tiger Blvd., Suite 102
  Clemson, SC 29631

- **SC Works Anderson Center** (Satellite Center)
  QuickJobs Development Center
  Anderson Campus
  Tri-County Technical College
  512 Michelin Blvd.
  Anderson, SC

- **SC Works Seneca Center** (Satellite Center)
  QuickJobs Development Center
  Hamilton Career Center
  100 Vocational Drive
  Seneca, SC

- **SC Works Easley Center** (Satellite Center)
  QuickJobs Development Center
  Easley Campus
  Tri-County Technical College
  1774 Powdersville Road
  Easley, SC

DEW and COG will provide a quarterly summary of actual expenditures for the Clemson, Anderson and Seneca facilities pursuant to the provisions as outlined below.

b. SCWorks in **Anderson, Oconee, and Pickens** counties agree to contribute to the delivery of the following services in the **WorkLink** SC Works system:

- Greeting and front end services
- Job vacancy announcements/postings
- Referrals to employment
- Employment Workshops
- Print materials and maintain a sufficient supply of appropriate print materials, such as brochures, flyers, and information packets detailing the services available
- Unemployment Insurance, Veteran and Trade Adjustment Services
- Labor Market Information
- Fax/Phone Access and Postage
- Providing access, support, and training on the SC Works Online (SCWOS) system
- Researching Labor Market Statistics and Trends and publishing them via email, print, or website as appropriate
- Share and participate in training opportunities for all SC Works staff in the WorkLink region

c. COG and DEW (hereinafter collectively "The Parties.") can expect to derive the following benefit from the SC Works system in the **WorkLink** region:

- Resources for customers needing assistance with Career Counseling, Literacy, GED, Occupational Training, and other community services.
- DEW staff agrees to provide claimants of UI programs information and assistance with filing claims and connecting with reemployment services. UI will share in the cost of the workforce system through the presence of Reemployment Services and Eligibility Assessment (RESEA) staff in all SC Works comprehensive centers. Claimants selected to participate in the RESEA program can receive up to three one-on-one reemployment assessments during their benefit year to help them return to work faster. RESEA staff advises claimants on the wide variety of reemployment services available to them and refer claimants to the services appropriate for their individual needs, including other SC Works partner programs. DEW will make available UI-related training resources to assist all frontline SC Works staff in correctly answering common claimant questions with ease and consistency.

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

IV. RESOURCE SHARING PLAN

Other than the items specified in this RSA, each partner agency agrees to use their authorized funds to provide the services which are appropriate to this agreement, as specified, and are compatible with their mission and the use and constraints of their funding.

Each partner agency agrees to provide the resources necessary to fund their proportionate share of the costs as contained in the Cost Allocation spreadsheet. The manner in which these resources will be provided are contained in the Shared Operating Budget spreadsheet, Attachment A to this RSA.

V. IDENTIFICATION OF SHARED COSTS

The costs identified as shared costs are reflected in the budget document shown as **Attachment A** to this RSA. The costs are incurred by partners in the provision of customer services through the SC Works Delivery system. Costs will be shared in accordance with this agreement, including the partners identified in Attachment A. Changes to the list of financially contributing partners included in the budget will result in changes to the allocations for the remaining partners. Therefore, any changes to the partners included in the budget must be submitted to all partners of this agreement in the form of a written addendum to ensure fiduciary responsibility. Failure to adhere to this standard may result in disputed proportionate share amounts and failure to remit payment amounts above that which are included in the original agreement.

Additionally, prior to committing to a contractual and/or financial obligation of any kind that would involve payment from DEW or other financially contributing Partners, the Operator must consult with and obtain approval from the contributing Partner(s). Each entity has its own procurement process and is responsible for ensuring that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure by any party (COG, Operator or Partner) to adhere to this standard may result in disputed charges and a refusal to remit payment.

***Facility Costs*.** Facility costs are defined as those actual costs related to the facility use, maintenance and operation of the SC Works centers. These costs include payment of utilities, lease/rent, and security. Facility costs shall be borne by those Partners who deliver services through the SC Works Centers in the **WorkLink** region. Such costs shall be allocated on the basis of a Partner's Total Full-Time Staff (those working 30 hours or more per week) assigned to and working within SC Works Centers requiring a regular working space that may consist of an office or desk or other dedicated work space. (For partners with funding limitations, in-kind allocations are acceptable).

At the request of DEW, a dedicated office space at the comprehensive center in Clemson has been provided for the DEW Area Director's sole use. The DEW Area Director shall be included in the RSA FTE count regardless of number of hours worked during the week until such time as the dedicated office space for the Area Director becomes available for other purposes. This relinquishing of space must be submitted in writing to the COG and/or Operator. The Area Director will revert back to the FTE definition.

The Appalachian COG, or its designee, shall not enter into a lease agreement to move offices that include DEW staff without consulting with the Administration, Support, and Operations Division at DEW prior to the execution of a lease agreement. Once DEW has agreed to their estimated/projected portion of the facility costs, agrees that the space will work for DEW program services, and has indicated in writing that they will co-locate with the WIA program in the leased space, an addendum to this RSA reflecting the move and any related changes must be executed **prior to the move.** Routine costs incurred during the month of the relocation will be prorated by both parties.

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

Supplies, Equipment, and IT-related Costs. Supply costs are those related to individual staff in performing their respective job duties and those related to the supply of items needed for public access (i.e. resource room) and common/shared spaces (i.e. restrooms) in each Center. For Program Year (PY) 2016, DEW will purchase ALL DEW staff supplies needed, including business cards, through the appropriate DEW program manager (UI Hub Manager or WED Regional Manager). The only shared supply costs will be those specifically related to public access and common/shared spaces as purchased by the COG and/or Operator. These costs should be reconciled and invoiced to DEW quarterly and will be shared proportionately across all programs located in the Center according to the quarterly staffing addendum.

Equipment costs are those related to the use of rented equipment, such as Xerox machines, etc. (including paper and ink for the machine) and will be shared proportionately by the staff/partner using the equipment. DEW staff no longer share the use of DEW-leased copier machines with partner staff or customers. All DEW staff will be required to use DEW equipment only. The Xerox machines have the capability for file storage, email and fax, and are specifically configured to allow email access within the DEW network only. Partner staff will be responsible for providing the necessary equipment for their staff as well as any necessary customer equipment in public access spaces (i.e. resource rooms). DEW will share in the cost of public access equipment only, as provided by the COG and/or Operator, and used only by Center customers. These costs should be reconciled and invoiced to DEW quarterly and will be shared proportionately across all programs located in the Center according to the quarterly staffing addendum.

Center/Location	**Number and Type of Public Access Equipment** ***(not including PCs)***
Clemson SCWorks Center	1 All-in-One desktop printer
Anderson SC Works Center	1 All-in-One desktop printer
Seneca SC Works Center	1 All-in-One desktop printer

DEW Department of Information and Business Solutions (DIBS) only supports DEW staff in all facilities. Computers and other technology, such as phones, printers, and copiers are the responsibility of the COG and/or the Operator's selected provider for IT support.

Access to equipment. DEW IT staff shall be granted access to all DEW equipment whether in DEW facility host buildings or non-DEW facility host buildings. The COG and/or the Operator agrees that DIBS staff will maintain access to DEW equipment and be granted access to any other properties to verify ownership through the state property system. If equipment is found on the state property inventory list, the COG and/or the Operator agrees to return the equipment for off-boarding, transfer, and return to ensure proper handling as required by IRS regulations property ownership and resolution of any depreciated value of the equipment.

Network Closets. Network closets contain storage racks which hold all network equipment related to network connectivity in both DEW facility host buildings and non-DEW facility host buildings. DEW-owned equipment must remain accessible to DIBS network staff during normal operating hours and may require after-hours access.
Existing internet circuits owned and maintained by DEW may be refitted to better accommodate the total number of staff on any given network and DIBS will provision bandwidth at their own discretion.

Public Access Computers. DEW agrees to share in the cost of public access PCs (i.e. necessary and reasonable in-scope costs of resource rooms and **shared** computer labs) as outlined in the RSA IT Guiding Principles provided by DEW in 2015. The public access IT costs will be shared proportionately according to the quarterly staffing addendum. Actual costs must be reconciled and invoiced to DEW quarterly in accordance with the methodology described in the RSA IT Guiding Principles.

As part of reconciling IT costs, DEW will be provided a copy of all current IT service provider contracts and/or work orders and any forthcoming modifications.

Shared Network Access. In the case that DEW staff presence is minimal; DEW may request to provide service for DEW staff through a VPN tunnel. A VPN tunnel allows for a "shared" internet connection to be divided into separately managed connections. This method maintains administrative control of DEW connections and equipment without interfering with the COG and/or the Operator's own network management. Any requests for access of this type will be negotiated between the COG and/or the Operator's IT service provider and the Infrastructure and Information Security unit of DIBS. Once agreement has been reached and a VPN connection is established and in use by DEW staff, any changes in IT services affecting such connection are prohibited without prior notification to the Information Security unit of DIBS.

Telephone (VoIP and Analog). DEW will provide and maintain telephones (either VoIP or analog) for DEW staff in all locations where a DEW circuit is in place and active, and has sufficient bandwidth for telephone support. In offices where DEW presence is minimal, or where the COG and/or the Operator is providing phone service, the COG and/or the Operator may bill DEW for the proportionate share of monthly billing by the COG and/or the Operator's telephone service provider. In cases where a telephone cannot be provided or supported by either party, DEW may choose to provide or request alternate communication methods as needed on a case by case basis.

Privacy and Personally Identifiable Information (PII). The protection of private and PII data is of the highest priority. DoIT staff is committed to complying with all federal and state laws, regulations, and guidance regarding protection of PII, including IRS Publication 1075. Any suspected breach in data security should be reported to DEW Information Security staff immediately at infosec@dew.sc.gov. In the event data security is suspected of being comprised, DoIT staff will take immediate corrective action, including but not limited to

suspending access to data and application resources. Partners agree to safeguard and protect confidential and personally identifying information pursuant to Federal and State law and IRS Publication 1075. Partners with access to unemployment information from DEW must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through -170 and 20 C.F.R. § 603. These requirements survive the duration of this agreement.

VI. PROPORTIONATE SHARE

WIOA and its related regulations and guidance establish, as a starting point, the expectation that partners will share proportionately in the cost of the SC Works system. Therefore, to the extent applicable, costs will be shared based on the proportionate share model. Partners' tangible and intangible contributions will be identified and agreed upon based on the requirements of their respective RSA's. Such costs shall be allocated on the basis of a Partner's Total Full-Time Staff (those working 30 hours or more per week) assigned to and working within SC Works Centers requiring a regular working space that may consist of an office or desk or other dedicated work space. (For partners with funding limitations, in-kind allocations are acceptable).

The Parties understand that the FTE proportionate share may be adjusted following each quarter but within the first 10 business days of the quarter. Adjustments must be shown on the Quarterly Staffing Addendum Signature Sheet, Attachment C to this RSA. Quarterly staffing counts will be reconciled and submitted to DEW along with invoices and supporting documentation reflecting actual expenses for payment. Staffing counts should be based on the first business day of the quarter and the addendum must be submitted by both parties within 10 business days of the end of the quarter.

Any deviations or adjustments made to the proportionate share formulas will be presented in writing and agreed upon by both parties in the form of the addendum to the original agreement.

VII. FACILITY HOSTS AND PROPERTY ASSUMPTIONS

a. The COG and/or the Operator agrees that DEW staff will have access to their assigned work areas during standard business hours during the work week and during extended work hours, as special projects, information technology maintenance, extraordinary circumstances or workload may require. The COG and/or the Operator will provide to the DEW staff supervisor access to the main entrance and to the DEW assigned work areas to enable DEW staff to have access during extended hours or emergencies, as needed. DEW agrees the assigned staff supervisor, when possible, will provide advanced notice to the COG and/or the Operator if extended hours, including weekend hours are needed.

b. The **WorkLink WDB**/Administrative Entity, or through its contracted service provider, if applicable, is the facility host for the Clemson, Anderson and Seneca facilities. The costs associated with the rent, operation and maintenance of the facilities named above shall be included in this agreement budget. Please refer to **Attachment A.** The WorkLink WDB/Administrative Entity, or through its contracted service provider, if applicable, is also the facility host for the Easley facility. The costs associated with the rent, operation and maintenance of that facility shall not be included in this agreement due to DEW's current service delivery model.

c. Effective August 1, 2016, the use of all tobacco products, including smokeless tobacco and electronic cigarettes, is prohibited by all personnel, contractors, and customers in any facility or on any property owned or controlled by DEW including parking lots, parking

garages, sidewalks, and breezeways. Additionally, DEW employees assigned to property locations not controlled by DEW are prohibited from using all tobacco products while on site.

VIII. CONTRACTORS, QUOTES FOR SERVICES AND RELATED COST LIMITS

a. *Contractors, Quotes & Obligations.* Contractors, particularly those involved in, but not limited to, building repairs or improvements, should be mutually agreed upon by the WorkLink WDB/COG and DEW. Each entity has its own procurement process and is responsible for ensuring that quotes for service are solicited and evaluated according to the appropriate procurement process.

Once a need has been determined, the Facility Host/Facility Host designee is responsible for advising the non-Host partner of the need, securing contractor quotes and submitting this detail for review to pertinent parties on both sides. Contractor selection must be agreed upon by both parties prior to the execution of work. Additionally, any party must consult with DEW prior to committing to a contractual obligation that would involve DEW funds. Failure by either the COG and/or the Operator or DEW to adhere to this standard may result in disputed charges and a refusal to remit payment.

Capital Improvement & Current Repair Needs. Facility hosts with capital improvement needs of any nature must address those needs independent of this RSA agreement and budget. Such repairs could be unresolved ADA modifications, roof repairs, HVAC replacement, etc. Capital improvement shall be the sole financial responsibility of the facility host. However, maintenance and repairs occurring from daily operations will be shared proportionately utilizing the agreed upon cost sharing methodology.

IX. RECONCILIATION OF SHARED COSTS

a. The **WorkLink WDB** in coordination with **Eckerd Workforce Development Services** (Operator) shall be responsible for reconciling and invoicing respective costs under this agreement as it relates to the **Clemson, Anderson, and Seneca** facilities. The WorkLink WDB should submit invoices prior to the 30th of the month following the end of the quarter. Each Party should submit invoices, along with supporting documentation reflecting the actual quarterly expenses prior to the 30th of the month following the end of the quarter. Special reporting requirements may be instituted for the final quarter for period ending June 30.

The proportionate share methodology shall be determined by the Party's FTE proportionate share ratio formula. The Party's FTE proportionate share ratio formula shall be based on the number of full-time employees in the facility. Partner's Total Full-Time Staff (those working 30 hours or more per week) assigned to and/or working within SC Works Centers requiring a regular working space that may consist of an office or desk or other dedicated work space.

b. DEW and ACOG/WorkLink understand that the FTE proportionate share may be adjusted following each quarter due to current vacancies and/or the hiring of staff. Adjustments must be in written agreement by the Parties in the form of the attached staffing addendum. The fully executed staffing addendum is due within 10 business days of the beginning of each quarter. Quarterly staffing counts will be reconciled and submitted to DEW along with invoices for payment.

Any deviations or adjustments made to the proportionate share formulas will be presented in writing and agreed upon by both parties in the form of the addendum to the original agreement.

c. Any failure of the Parties to submit payments by the deadlines set forth in this RSA will be subject to the dispute resolution process outlined below. If either Party disputes any costs, that Party has thirty (30) days from receipt of the reconciliation to submit a dispute.

X. DISPUTE RESOLUTION PROCESS

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of the SC Works Center partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Local Workforce Development Board within 30 days, who shall place the dispute upon the agenda of a regular or special meeting of the WDB or Committee designated by the Chair. The WDB or Designated Committee of the WDB shall attempt to mediate with the Executive Directors of the parties, or their designees, and resolve the dispute. Disputes shall be resolved in accordance with LWDB by-laws unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the SC Works Center partner agencies.

Similarly, any disputes initiated by DEW shall, on first attempt, be resolved informally. Shall resolution efforts fail, the dispute shall be escalated to the DEW MOA/RSA Team in attempt to mediate and resolve the dispute. The DEW MOA/RSA Team shall escalate further unresolved disputes to the DEW Executive Director or the Executive Director's designee.

The dispute resolution process described herein is not exclusive and does not deny a party the right to exercise any remedy available to it in law.

XI. PROPERTY INSURANCE

The facility host shall obtain and hold appropriate and sufficient property insurance as the lessor of the **Clemson SC Works** facility. Each partner will be responsible for insuring their own contents.

Reference Insurance Policies for DEW (more specifically "Tort Liability" and "Building Insurance" Coverage).

XII. NON-DEW FACILITY HOST- FACILITIES USAGE AGREEMENT

a. The specific purpose of this agreement is to provide a method for the COG to provide a Facilities Usage Agreement with DEW and to provide a method of payment for the use of the subject property.

b. DEW and COG understand and agree to the terms of this agreement. DEW certifies that it is financially responsible to the WorkLink WDB/Administrative Entity for their proportionate share of all charges incurred in the Facilities Usage Agreement designated for SC Works Center operations use of the facilities during the period for which this agreement is in effect.

c. The real property affected by this agreement is located at:
   - SC Works Clemson Center (Comprehensive Center)
     1376 Tiger Blvd., Suite 102
     Clemson, SC

   - SC Works Anderson Center (Satellite Center)
     QuickJobs Development Center
     Anderson Campus
     Tri-County Technical College
     512 Michelin Blvd.
     Anderson, SC

   - SC Works Seneca Center (Satellite Center)
     QuickJobs Development Center
     Hamilton Career Center
     100 Vocational Drive
     Seneca, SC

d. It is understood that all subject matter related to the operations and maintenance of the facility will be outlined in the resource sharing agreement (RSA). The RSA should include but not limited to the following:

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

e. **DEW** shall be responsible to pay their proportionate share of the quarterly facility costs for the real property listed above in letter "c," within thirty (30) days upon receipt of an invoice from the WDB/Administrative Entity. WorkLink WDB/Administrative Entity will provide an invoice following each quarter to reflect actual expenses and DEW's proportionate share. It is agreed that the proportionate share methodology shall be determined by the partner FTE proportionate share ratio formula. The partner FTE proportionate share ratio formula shall be based on the number of full-time employees in the facility and agreed upon by both parties in the form of the attached staffing addendum.

XIII. NON-DEW FACILITY HOST-BUILDING MAINTENANCE PROCEDURES

Building maintenance issues must often be addressed at the local level, particularly for repairs involving plumbing, lighting, HVAC, electrical and general maintenance. To secure services for such support, the following procedures should be used:

a. For bids under $2500, the COG and/or the Operator should establish a "fair and reasonable" price for these repairs by contacting more than one vendor. This information can be

obtained through verbal communication with vendors and then documented according to: date of contact, name of company contacted, person contacted, and quoted amount. The COG and/or the Operator and the DEW Regional Manager must approve all expenses prior to execution of work.

b. For bids over $2500, the COG and/or the Operator will provide guidance as needed to secure services according to accepted procurement practices. All bids in this category will be reviewed and discussed with DEW and mutual consent obtained prior to the execution of work.

XV. ASSURANCES

A. This agreement will be interpreted under South Carolina Law or federal law as applicable.

B. Each partner warrants that it will comply with all federal, state and/or local laws and regulations that apply to this agreement.

C. Functions or separateness mandated by state or federal law will not be violated or abridged in the pursuit of co-location of center partners.

D. Partners shall obtain agreement with other partners prior to entering into a contractual obligation that involves shared funds.

E. Areas designated as common areas within the partnership facilities may be used by all partners. These areas will be maintained, by the building owner or leaseholder, in good condition and in compliance with the applicable provisions of the Americans with Disabilities Act, and the regulations issued thereunder.

F. Partners will participate in developing a coordinated planning process. This process will assist the partners in identifying the needs of the local workforce and the business community and help set priorities for services based on those needs.

G. Partners will participate in the development of the center's procedures, policies, business plan, operational agreement and accounting processes as applicable

H. Partners agree to safeguard and protect confidential and personally identifying information pursuant to Federal and State law and IRS Publication 1075. Partners with access to unemployment information from DEW must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through -170 and 20 C.F.R. § 603. These requirements survive the duration of this agreement.

I. Partners will participate in establishing processes for center/system client flow, assessment/case management, job development, referrals, placements, staff capacity building, space requirements, standards of operations, and resolution of disputes with other system partners.

J. The designated WorkLink WDB/Administrative Entity or designated Operator will serve as the fiscal agent and is responsible for accounting and other fiscal and administrative activities for the center. Fiscal and administrative costs will be allocated to the partners according to the terms of the Cost Allocation Plan.

XVI. AGREEMENT MANAGEMENT

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

SC Works Center: SC Works WorkLink, Clemson Comprehensive Employment Center

Name:	Windy Graham
Address:	1376 Tiger Blvd, Suite 102, Clemson, SC 29631
Phone:	864-646-1826
Fax:	864-646-2814
E-Mail:	wgraham@worklinkweb.com

DEW: Policies and Procedures

Name:	Abby Linden
Address:	PO Box 995 Columbia, SC 29202
Phone:	803-737-3198
Fax:	803-737-0495
E-Mail:	alinden@dew.sc.gov

XVII. MODIFICATION

The partners recognize that modifications may be necessary during the period the RSA is in effect. Any modification to this RSA must be in writing and signed by all the signatories. Oral modifications shall have no effect. This RSA shall be reviewed and, if necessary, modified annually to account for changes in the allocation of costs to the Parties. If any provision of this RSA is found to be unenforceable for any reason, all remaining provisions of the RSA shall remain in full force and effect.

XVIII. TERMINATION

Withdrawal from the agreement requires ninety (90) calendar days written notice to the other parties. If either partner fails to receive funding, appropriations, limitations or other expenditures authority at levels sufficient to allow either Party, in the exercise of reasonable administrative discretion, to meet its payment obligations under the MOU or Resources Sharing Agreement, the agreement may be terminated immediately.

Furthermore, upon the withdrawal of any party, the future costs associated with this agreement shall be reallocated among the remaining parties, and this agreement shall be modified in writing, accordingly.

IX. DURATION OF AGREEMENT

This agreement shall be in effect July 1, 2016 through June 30, 2017 regardless of signature dates and remains in effect until terminated by the repeal of the Workforce Innovation and Opportunity Act (WIOA) or in accordance with this section.

Reference to funds identified in support of this RSA is contingent upon receipt of those funds by the partners. Any party may withdraw from this agreement in the event funding for the mandatory program is eliminated or the party is no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding.

Non-WIOA required SC Works partners may withdraw, from the MOU, at the conclusion of any program year, by giving written notice, of their withdrawal, to the SC Works Operator or to the WorkLink WDB/Administrative Entity at least 90 calendar days prior to the effective date of withdrawal. Upon the withdrawal of any partner, any continuing costs associated with this agreement shall be reallocated by the SC Works Operator or the WorkLink WIB/Administrative Entity among the remaining partners. Should any party to the agreement withdraw, the agreement remains in effect with respect to the remaining parties.

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

Approved and Accepted by:

_____
Name: Steven R. Pelissier
Executive Director of SCACOG

_____
Date

Approved and Accepted by:

_____
Cheryl M. Stanton
Executive Director of DEW

_____
Date

Operator Signature (where applicable):

_____
Kal Kunkel
Eckerd Workforce Development Services, Operations Director

_____
Date

WorkLink LWIOA
Shared Operating Budget for PY16
July 1, 2016 - June 30, 2017

Number of FT Employees	23.00	13.00	10.00		3.00	2.00	1.00		1.00	-	1.00		2.00	1.00	1.00	
		Clemson				**Anderson**				**Easley**				**Seneca**		
		1376 Tiger Blvd, Suite 102				**512 Michelin Blvd**				**1774 Powdersville Rd.**				**100 Vocational Drive**		
Item Description	Total	DEW	Non-DEW	Responsible Payor	Total	DEW	Non-DEW	Responsible Payor	Total	DEW	Non-DEW	Responsible Payor	Total	DEW	Non-DEW	Responsible Payor
Facilities:																
Rent	110,010.00	62,179.57	47,830.43		13,728.00	9,152.00	4,576.00		4,800.00	-	4,800.00		13,728.00	6,864.00	6,864.00	
TCTC RSA Credit ($10,530)	-	-	-		(4,482.00)	(2,988.00)	(1,494.00)		(1,567.00)	-	(1,567.00)		(4,482.00)	(2,241.00)	(2,241.00)	
Security	775.00	438.04	336.96			-	-			-	-			-	-	
Utilities	15,000.00	8,478.26	6,521.74			-	-			-	-			-	-	
Janitorial/Maintenance	20,000.00	11,304.35	8,695.65			-	-			-	-			-	-	
Landscaping	-	-	-			-	-			-	-			-	-	
General Repair	6,000.00	3,391.30	2,608.70			-	-			-	-			-	-	
Pest Control	420.00	237.39	182.61			-	-			-	-			-	-	
HVAC Maintenance	1,525.00	861.96	663.04			-	-			-	-			-	-	
Depreciation (if applicable)	-	*in-kind*	-			*in-kind*	-			*in-kind*	-			*in-kind*	-	
Other - please list		-	-			-	-			-	-			-	-	
Total Facilities	**$ 153,730.00**	**$ 86,890.87**	**$ 66,839.13**		**$ 9,246.00**	**$ 6,164.00**	**$ 3,082.00**		**$ 3,233.00**	**$ -**	**$ 3,233.00**		**$ 9,246.00**	**$ 4,623.00**	**$ 4,623.00**	
Operating:		***	***													
Telephone (if applicable)	7,590.00	4,290.00	3,300.00		-	-	-		-	-	-		3,000.00	1,500.00	1,500.00	
PC Costs*	3,254.00	1,839.22	1,414.78		750.00	500.00	250.00		750.00	-	750.00		750.00	375.00	375.00	
Equipment Maintenance/Rental		-	-			-	-			-	-			-	-	
Common Area Supplies**	1,156.00	653.39	502.61		1,081.00	720.67	360.33		60.00	-	60.00		120.00	60.00	60.00	
Other - please list		-	-			-	-			-	-			-	-	
Other - please list		-	-			-	-			-	-			-	-	
Total Operating	**$ 12,000.00**	**$ 6,782.61**	**$ 5,217.39**		**$ 1,831.00**	**$ 1,220.67**	**$ 610.33**		**$ 810.00**	**$ -**	**$ 810.00**		**$ 3,870.00**	**$ 1,935.00**	**$ 1,935.00**	
Grand Total Budget	**$ 165,730.00**	**$ 93,673.48**	**$ 72,056.52**		**$ 11,077.00**	**$ 7,384.67**	**$ 3,692.33**		**$ 4,043.00**	**$ -**	**$ 4,043.00**		**$ 13,116.00**	**$ 6,558.00**	**$ 6,558.00**	

**Per PC Cost for Resource Room and shared Training Labs only*

***All staff purchase their own supplies - only the Resource Room and common area supplies are shared.*

*** These costs are different due to the FTE count including the WIB staff. WIB staff are removed for Resource Room costs.

Non-DEW staff reflects DSS staff member. DSS and WorkLink are negotiating now. Do not anticipate DSS staff member being co-located until second quarter.

TCTC Credit	
DEW Savings	(5,229.00)
Non-DEW Savings	(5,302.00)

Each Satellite Center's total cost was reduced equally by 33%

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

What services are to be coordinated and provided through the SC Works delivery system? How is the partner providing access to program activities through the SC Works System (in person or electronically)?

1. DSS agrees to contribute to the delivery of the following services in the WorkLink SC Works system:
    - Partners Referrals
    - Informational Material
    - Employment & Training Opportunities
    - Workshop Delivery
    - Employer Engagement

2. DSS will contribute the above named services in the following manner:
    - Ensuring receivers of employment related DSS services are registered in SC Works Online System
    - Providing verification of SNAP and TANF benefits for the purpose of determining eligibility for the Workforce Innovation and Opportunity Act (WIOA) program.
    - Using SC Works as a Work Experience site as appropriate
    - Providing print material including brochures and flyers
    - Access to the Department of Social Services website
    - Periodically educating SC Works staff on services and appropriate referrals
    - Participating in SC Works Partner Meetings
    - Collaborating with SC Works Business Services staff on applicable projects (ie. Work Experience, On-the-Job Training)

What are the benefits received from the SC Works Centers?

3. DSS expects to derive the following benefits from the SC Works system:
    - Access to SCWOS (staff access) upon request to verify registration for customers receiving applicable DSS benefits and to provide customer service to employers by assisting with entering job vacancy information.
    - Increase in appropriate referrals
    - Assistance in finding employment for program participants
    - Notification of employment opportunities
    - Collaboration with SC Works Business Services team to develop job opportunities for program participants.

Describe the referral process by which SC Works should refer to DSS.
See attached Referral form and Release of Information form – this form will be used in the resource manual available to all partners.

4. Electronic referral via SC Works Online Services (https://jobs.scworks.org) will serve as the primary method of referral from WorkLink SC Works Centers to partner agencies. In the event that electronic referral is unavailable or otherwise insufficient, a paper referral may be used.

Partners are requested to update the WorkLink SC Works Operator with any program information updates and/or changes to their contact information. WorkLink SC Works Center Staff will share partner pamphlets, brochures, and other take-away materials as supplied by the partner agency.

What portion of funds has been made available for the program to maintain the SC Works Delivery system, including the funding of services and infrastructure costs. Describe how each partner will contribute either through in-kind or cash payments. Convert in-kind payments to cost in order to show value to system. Costs described for services benefiting the system should be detailed in number one and two above.

5. DSS agrees that their fair share portion for the Anderson, Oconee, and Pickens Counties service area (also known as the WorkLink region) for the program year July 1, 2016 to June 30, 2017 is:

TANF = $10,543

SNAP = $7,205

as seen in the attached Cost Allocation Plan detailing DSS's fair share.

Describe payment methods.

6. DSS will contribute the following resources as specified below:

TANF

In-kind contributions:

Workforce Consultant salary of $39,960 = $20.49 per hour x 2 hours per week x 52 weeks per year = $2131.19 + $817.31 (fringe) = **$2,948.50 annually, in kind.** This in-kind payment is contributed in the form of public workshops at the SC Works Center.

Other items to consider: Workshops facility for the public, space to be used for Hiring Events, inclusion of SC Works logos and locations on outreach materials, etc.

SNAP

Cash contributions

To be paid quarterly based upon invoices submitted to DSS by WorkLink WDB.

Total DSS contributions for TANF and SNAP will equal $17,748.

Describe the method by which costs will be reconciled. Describe review process.

7. The Resource Sharing Agreement including costs, services, and referral processes will be reconciled quarterly.

Example

For DSS, a staff timesheet with a list of employers referred to various agencies for assistance.

For cash payments, SC Works should send an invoice by no later than 30 days after the close of the quarter to:

DSS – State Office
PO Box XXX
Columbia, SC 29202

Termination Clause

8. In the event there is a change in federal or state law that nullifies any portion of this agreement or in any way affects the parties' duties hereunder, the parties will mutually decide whether to terminate this agreement and execute a new agreement under current law, **or** to appropriately modify the current agreement. In the event the agreement is to be modified, the modification shall only be accomplished by a written amendment executed by all parties hereto in accordance with applicable state and federal laws and regulations.

Signature Page

THE WORKLINK SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 ("WIOA")

July 1, 2016 – June 30, 2017
(Plus one additional one-year renewal option)

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

AGENCY INFORMATION (Please Print or Type)

Agency Name: _____

Address: _____

City/State/Zip: _____

AUTHORIZED OFFICIAL

Name: _____

Title: _____

Signature: _____

Date: _____

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WORKLINK
ANDERSON·OCONEE·PICKENS

Cost Allocation Plan

Required Partner: TANF
Provider: SC Department of Social Services

WORKLINK SC WORKS SYSTEM COSTS

Quick Job Center Costs	**Total Costs per Year**	**Shared Partner Cost** (45% of Total Cost)	**TANF** (7.69% of Shared Partner Costs)
Anderson QuickJobs Center *Hours: Monday-Friday, 8:30am – 5:00pm*	$13,728	$4,576	$352
Easley QuickJobs Center *Hours: Monday-Tuesday, 8:30am -5:00pm*	$4,800	$2,400	$185
Seneca QuickJobs Center *Hours: Monday-Friday, 8:30am-5:00pm*	$13,728	$4,576	$366
Total	**$32,256**	**$11,552**	**$902**

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

Telecommunications*	**Total Costs per Year**	**Shared Partner Cost**	**Fair Share TANF**
Telephones/Internet *Anderson $1,200; Clemson $7,590; Seneca $1,200*	$9,990	$1,898	$146
Equipment Maintenance Rental *Copier/Fax/Scanner combos*	$2,200	$2,200	$169
Total	**$12,190**	**$4,098**	**$315**

Universal Access**	**Total Costs per Year**	**Shared Partner Cost**	**Fair Share TANF**
Common Area Supplies $1,800; Hiring Events/Job Fairs $3,250; Training Materials $600; Outreach/Branding $2,500; SC Works Online Services $2,516; Receptionist $32,000 (Clemson Only), PC Costs $ 9,880 (Resource Rooms only)	$52,546	$52,546	$4,042
Total	**$52,546**	**$52,546**	**$4,042**

Grand Total Costs	**$250,722**	**$136,888**	**$10,543**

*Reflects unit costs. ** Universal Access costs are shared based on mutual benefit

SC WORKS SYSTEM COSTS

Total Costs per year represent actual total costs. Non-shared costs are not included above in the Shared Partner Costs column or in the TANF Column.

SHARED PARTNER COSTS

Quick Job Center Costs: Shared vs. Non-Shared costs are based on actual costs listed in the MOA with TCTC for PY15. Any resource room area or shared resource that a partner, employer or job seeker may use is listed as a shared cost. All other costs are attributed to the specific partner that benefits (i.e. WIOA office is attributed to WIOA funding, DEW office to DEW funding). Regarding the Seneca QJC, one partner does not serve Oconee County; therefore, their share was re-distributed amongst partners.

Clemson Center Costs: For shared costs, Square Footage for shared space is used to determine fair share for each partner. Shared Space includes those commonly used areas for the general public, partners, jobseekers, and employers: reception area, training room, conference room, resource rooms, hallways, and bathrooms.

- Total space of center = 8,995
- Total shared space = 4,008 (45% of total space)
- Total cost per Sq Ft = $12.23 (Rent portion only)

Telecommunications: Telephones and equipment rental are actual unit costs and only include those items that are available to all partners, employers and job seekers visiting the Center.

Universal Access: Represents actual costs. Regarding the SC Works Online Services staff, time is estimated at 5 hours per month to support training providers, job seekers, employers, and partner access/training.

TANF Share of Costs

- 19 distinct fund streams specified in the WIOA law included in the cost sharing pool
- 6 fund streams determined to not be present in our area ($0 employment and training funds received, or physically not located in our service area)
- 13 partners share costs equally
- Each of 13 partners responsible for 7.69% of shared costs (1/13 = 7.69%)
- Each partner's cost can be accounted for through cash or in-kind resources

Partners may opt to pay in cash or through in-kind contributions to the SC Works System. In-kind contributions may be business service staff that promote all partner's business services, outreach materials that have the SC Works brand, workshops provided in the Centers or in the communities that are based on employment and training and are available to the general public, interns, etc.

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WORKLINK
ANDERSON·OCONEE·PICKENS

Cost Allocation Plan

Optional Partner: SNAP E&T
Provider: SC Department of Social Services

WORKLINK SC WORKS SYSTEM COSTS

Clemson Center Costs	**Total Costs per Year**	**WDB Costs**	**SNAP E&T ACTUAL COST** *1 FTE out of 23 FTEs*
Clemson SC Works Center *Hours: Monday- Friday, 8:30am – 5:00pm*	$110,010	$105,227	$4,783
Operational Costs *Includes security, utilities, janitorial/maintenance, landscaping, general repair, pest control, & HVAC Maintenance*	$43,720	$41,819	$1,901
Total	**$153,730**	**$147,046**	**$6,684**

Telecommunications*	**Total Costs per Year**	**WDB Costs**	**SNAP E&T**
Telephones/Internet *Clemson Only reflected*	$7,590	$7,260	$330
PC Costs	$3,254	$3,113	$141
Total	**$10,844**	**$10,373**	**$471**

Universal Access**	**Total Costs per Year**	**WDB Costs**	**SNAP E&T**
Common Area Supplies *Resource Room, Training Room* *(Ink and paper only)*	$1,156	$1,106	$50
Total	**$1,156**	**$1,106**	**$50**

Grand Total Costs	**$165,730**	**$158,525**	**$7,205**

WDB versus SNAP E&T PARTNER COSTS

Clemson Center Costs: For each partner contributes a fair share portion of the hard costs associated with the Center. FTE counts are used to determine fair share for each partner

- Total number of FTEs = 23.0 FTEs located in Clemson
- FTES are counted as those that work 30 hours or more per week in the SC Works Centers.

Telecommunications: Telephones and equipment rental are actual unit costs and only include those items that are primarily used by the specific partner.

Universal Access: Represents actual costs. These costs are not specifically attributable to a partner, but support the system as a whole *will only be seen in shared costs*.

DSS Share of Costs

- DSS has one staff member present on-site approximately 37.5 hours per week in the Clemson SC Works Center.
- This accounts for 1 FTE. The Center hosts 23.0 staff. Therefore, DSS shares in the cost of 1 FTE or 4.55% of the costs of the Center.

DSS SNAP E&T hard costs – cash contributions – are based on actual cash distribution to various billing companies. Costs reflected in the SHARED portion of the TANF funding reflects total costs, some of which may have been offset by in-kind contributions to the Center. For example, instead of hiring a Receptionist using WIOA funds, AARP and Goodwill have provided the in-kind resources through their Work Experience staff.

Each quarters costs are reconciled based on the staff count of the first day of the quarter. Costs may fluctuate each quarter depending on the staff counts. The estimates given here is based on current projections.

WorkLink LWIOA					
Shared Operating Budget for PY16					
July 1, 2016 - June 30, 2017					
Number of FT Employees	23.00	1.00	22.00		
		Clemson			
		1376 Tiger Blvd, Suite 102			
Item Description	Total	DSS	WorkLink WDB (Non-DSS)	Responsible Payor	
Facilities:					
Rent	110,010.00	4,783.04	105,226.96		
Security	775.00	33.70	741.30		
Utilities	15,000.00	652.17	14,347.83		
Janitorial/Maintenance	20,000.00	869.57	19,130.43		
Landscaping	-	-	-		
General Repair	6,000.00	260.87	5,739.13		
Pest Control	420.00	18.26	401.74		
HVAC Maintenance	1,525.00	66.30	1,458.70		
Depreciation (if applicable)	-	*in-kind*	-		
Other - please list		-	-		
Total Facilities	**$ 153,730.00**	**$ 6,683.91**	**$ 147,046.09**		
Operating:		***	***		
Telephone (if applicable)	7,590.00	330.00	7,260.00		
PC Costs*	3,254.00	141.48	3,112.52		
Equipment Maintenance/Rental		-	-		
Common Area Supplies**	1,156.00	50.26	1,105.74		
Other - please list		-	-		
Other - please list		-	-		
Total Operating	**$ 12,000.00**	**$ 521.74**	**$ 11,478.26**		
Grand Total Budget	**$ 165,730.00**	**$ 7,205.65**	**$ 158,524.35**		
**Per PC Cost for Resource Room and shared Training Labs only*					
***All staff purchase their own supplies - only the Resource Room and common area supplies are shared.*					
*** These costs are different due to the FTE count including the WDB staff. WDB staff are removed for Resource Room costs.					

Partner Agency:	AARP FOUNDATION | SCSEP

What services are to be coordinated and provided through the SC Works delivery system? How is the partner providing access to program activities through the SC Works System (in person or electronically)?

1. The AARP Foundation Senior Community Service Employment Program agrees to contribute to the delivery of the following core services in the WorkLink SC Works system:
    - Access to the AARP Foundation Virtual Career Network Assessment System for seniors 55 and older
    - Partner Referrals to SC Works or other partners and services
    - Assist in the Resource Room
    - Informational Material

2. The AARP Foundation 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 AARP Foundation Virtual Career Network Assessment System
    - Trained staff to assist seniors in accessing W/S – SCSEP programs
    - Participation in Partner Meetings as appropriate
    - Use the SC Works centers as a training / work experience site for participants.

What are the benefits received from the SC Works Centers?

3. The AARP Foundation SCSEP expects to derive the following benefits from the SC Works system:
    - Increased referrals from the SC Works centers to AARP Foundation SCSEP
    - An increase in AARP Foundation SCSEP enrollment
    - Greater exposure to the community
    - Better coordination and understanding of services with SC Works Partners

Describe the referral process by which SC Works should refer to AARP.
See attached Referral form and Release of Information form – this form will be used in the resource manual available to all partners.

4. Electronic referral via SC Works Online Services (https://jobs.scworks.org) will serve as the primary method of referral from WorkLink SC Works Centers to partner agencies. In the event that electronic referral is unavailable or otherwise insufficient, a paper referral may be used. Partners are requested to update the WorkLink SC Works Operator with any program information updates and/or changes to their contact information. WorkLink SC Works Center Staff will share partner pamphlets, brochures, and other take-away materials as supplied by the partner agency.

What portion of funds has been made available for the program to maintain the SC Works Delivery system, including the funding of services and infrastructure costs. Describe how each partner will contribute either through in-kind or cash payments. Convert in-kind payments to cost in order to show value to system. Costs described for services benefiting the system should be detailed in number one and two above.

5. AARP Foundation Senior Community Service Employment Program agrees that their fair share portion for the Anderson, Oconee, and Pickens Counties service area (also known as the WorkLink region) for the program year July 1, 2016 to June 30, 2017 is ____$7,454_____ as seen in the attached Cost Allocation Plan detailing AARP's fair share.

Describe payment methods.

1. AARP Foundation Senior Community Service Employment Program will contribute the following resources as specified below:
   Example
   In-kind contributions:
   Work experience opportunities for Receptionist, light janitorial, or file clerk in the SC Works Centers.
   $7.25/hr x 20 hrs x 51.4 weeks = $7,540 x 1 work experience participant = $7,454

   Cash contributions to be paid quarterly in the amount of $0. ($0 x 4 payments = $0)

   Total AARP Foundation Senior Community Service Employment Program contributions will equal $7,454.

Describe the method by which costs will be reconciled. Describe review process.

2. The Resource Sharing Agreement including costs, services, and referral processes will be reconciled quarterly.

   For AARP Foundation Senior Community Service Employment Program work experience participants, timesheets will be provided for each participant. The host agency will provide functional supervision and verify timesheets.

Termination Clause

6. In the event there is a change in federal or state law that nullifies any portion of this agreement or in any way affects the parties' duties hereunder, the parties will mutually decide whether to terminate this agreement and execute a new agreement under current law, **or** to appropriately modify the current agreement. In the event the agreement is to be modified, the modification shall only be accomplished by a written amendment executed by all parties hereto in accordance with applicable state and federal laws and regulations.

Signature Page

THE WORKLINK SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INNOVATION ACT OF 2014 ("WIOA")

July 1, 2016 – June 30, 2017
(Plus one additional one-year renewal option)

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

AGENCY INFORMATION (Please Print or Type)

Agency Name: AARP FOUNDATION SCSEP_____

Address: 301 UNIVERSITY RIDGE SUITE 5550_____

City/State/Zip: GREENVILLE, SC 29601_____

AUTHORIZED OFFICIAL

Name: JOE PERRY_____

Title: PROJECT DIRECTOR SCSEP_____

Signature: Joe Perry

Date: 6-29-16

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

1. The Adult Learning Centers of Anderson, Oconee, and Pickens Counties agrees to contribute to the delivery of the following core services in the WorkLink SC Works system:

- AE Services / Academic Skills
  - Literacy Instruction & Basic Skills Upgrading
  - HSED and Diploma Preparation
  - English as a Second Language (ESL)
  - WorkKeys Preparation and Assessment
  - Community Education Courses
  - TABE Assessment
- Information material
- Partner Referrals

2. The Adult Learning Centers of Anderson, Oconee, and Pickens Counties will contribute the above named services in the following manner:

- Printed brochures/flyers with W/S – SCSEP contact information
- Access for AE's websites with phone and email contact information
- Flexible hours of operation in order to meet SC Works clients' schedules
- A clean, handicapped-accessible facility with adequate space for clients to work effectively.
- AE will provide TABE Assessment Services, HSED Preparation, WorkKeys remediation and WokKeys Testing in accordance with the Attached MOA.
- Client access to a Transition Specialist or Certified Career Development Facilitator to assist clients with workplace and post-secondary transitions.
- Annual graduation ceremony for HSED and High School Diploma Graduates
- Participation in Partner Meetings as appropriate
- Referrals from their student base to the SC Works System Service

3. The Adult Learning Centers of Anderson, Oconee, and Pickens Counties expects to derive the following benefits from the SC Works system:

- An increase in Adult Education enrollment ultimately resulting in an increase in the number of High School Diploma's, HSED's, WorkKeys Certificates and Literacy/Numeracy gains.
- Greater exposure to the community
- Better coordination and understanding of services with SC Works Partners

4. Electronic referral via SC Works Online Services (https://jobs.scworks.org) will serve as the primary method of referral from WorkLink SC Works Centers to partner agencies. In the event that electronic referral is unavailable or otherwise insufficient, a paper referral may be used. Partners are requested to update the WorkLink SC Works Operator with any program information updates and/or changes to their contact information. WorkLink SC Works Center Staff will share partner pamphlets, brochures, and other take-away materials as supplied by the partner agency.

5. Anderson 1 & 2 Adult Education agrees that their fair share portion for the Anderson, Oconee, and Pickens Counties service area (also known as the WorkLink region) for the program year July 1, 2016 to June 30, 2017 is $2,003 as seen in the attached Cost Allocation Plan detailing Anderson 1 & 2 Adult Learning Center's fair share.

6. Anderson 1 & 2 Adult Education will contribute the following resources as specified below:

In-kind contributions:

WorkKeys testing = $2,483
Test administration once per month (estimate 3/4 capacity)
4 hours @ $26 = $104.00 x 1.2404 (fica/ret) = $129.00/month
$129.00 x 11 = $1419.00 x .75 = $1064

TABE Testing for WIOA Referrals = $1,241
Test administration four times per month (two mornings, two evenings) as space allows (estimate 1/4 capacity)
3.5 hours @ $26 = $91.00 x 1.2404 (fica/ret) = $112.88/test x4= $451.52/month
$451.52 x 11 = $4966.72 / 4 = $1,241

Cash contributions to be paid quarterly in the amount of $0. ($0 x 4 payments = $0)

Total Adult Ed contributions will equal $2,305

Space Allocated to WIOA Adult Program

Total Adult Ed contributions will exceed $2,003.

7. The Resource Sharing Agreement including costs, services, and referral processes will be reconciled quarterly.

Anderson 1 & 2 Adult Education will keep a staff timesheet for WorkKeys and TABE Test proctoring. Also, a list of non-students that tested at our site will be kept in the office.

8. In the event there is a change in federal or state law that nullifies any portion of this agreement or in any way affects the parties' duties hereunder, the parties will mutually decide whether to terminate this agreement and execute a new agreement under current law, **or** to appropriately modify the current agreement. In the event the agreement is to be modified, the modification shall only be accomplished by a written amendment executed by all parties hereto in accordance with applicable state and federal laws and regulations.

9. In the event there is a change in federal or state law that nullifies any portion of this agreement or in any way affects the parties' duties hereunder, the parties will mutually decide whether to terminate this agreement and execute a new agreement under current law, **or** to appropriately modify the current agreement. In the event the agreement is to be modified, the modification shall only be accomplished by a written amendment executed by all parties hereto in accordance with applicable state and federal laws and regulations.

Signature Page

THE WORKLINK SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INNOVATION ACT OF 2014 ("WIOA")

July 1, 2016 – June 30, 2017
(Plus one additional one-year renewal option)

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

AGENCY INFORMATION (Please Print or Type)

Agency Name: Anderson 1 & 2 Adult Education

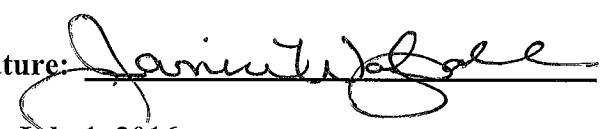
Address: 214 Lebby Street

City/State/Zip: Pelzer, South Carolina 29669

AUTHORIZED OFFICIAL

Name: Janice Walpole

Title: Director

Signature: 

Date: July 1, 2016

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

What services are to be coordinated and provided through the SC Works delivery system? How is the partner providing access to program activities through the SC Works System (in person or electronically)?

1. The Adult Learning Centers of Anderson, Oconee, and Pickens Counties agrees to contribute to the delivery of the following core services in the WorkLink SC Works system:
    - AE Services / Academic Skills
        - Literacy Instruction & Basic Skills Upgrading
        - HSED (High School Equivalency Diploma) and Diploma Preparation
        - English as a Second Language (ESL)
        - WorkKeys Preparation and Assessment
        - TABE Assessment
    - Information material
    - Partner Referrals

2. The Adult Learning Centers of Anderson, Oconee, and Pickens Counties will contribute the above named services in the following manner:
    - Printed brochures/flyers with W/S – SCSEP contact information
    - Access for AE's websites with phone and email contact information
    - Flexible hours of operation in order to meet SC Works clients' schedules
    - A clean, handicapped-accessible facility with adequate space for clients to work effectively.
    - AE will provide TABE Assessment Services, HSED Preparation, WorkKeys remediation and WorkKeys Testing in accordance with the Attached MOA.
    - Client access to a Transition Specialist or Certified Career Development Facilitator to assist clients with workplace and post-secondary transitions.
    - Annual graduation ceremony for HSED and High School Diploma Graduates
    - Participation in Partner Meetings as appropriate
    - Referrals from their student base to the SC Works System Service

What are the benefits received from the SC Works Centers?

3. The Adult Learning Centers of Anderson, Oconee, and Pickens Counties expects to derive the following benefits from the SC Works system:
    - An increase in Adult Education enrollment ultimately resulting in an increase in the number of High School Diploma's, HSEDs, WorkKeys Certificates and Literacy/Numeracy gains.
    - Greater exposure to the community
    - Better coordination and understanding of services with SC Works Partners

Describe the referral process by which SC Works should refer to Adult Education.
See attached Referral form and Release of Information form – this form will be used in the resource manual available to all partners.

1. Electronic referral via SC Works Online Services (https://jobs.scworks.org) will serve as the primary method of referral from WorkLink SC Works Centers to partner agencies. In the event that electronic referral is unavailable or otherwise insufficient, a paper referral may be used. Partners are requested to update the WorkLink SC Works Operator with any program information updates and/or changes to their contact information. WorkLink SC Works Center Staff will share partner pamphlets, brochures, and other take-away materials as supplied by the partner agency.

What portion of funds has been made available for the program to maintain the SC Works Delivery system, including the funding of services and infrastructure costs? Describe how each partner will contribute either through in-kind or cash payments. Convert in-kind payments to cost in order to show value to system. Costs described for services benefiting the system should be detailed in number one and two above.

2. Anderson 3, 4 & 5 Adult Learning Center agrees that their fair share portion for the Anderson, Oconee, and Pickens Counties service area (also known as the WorkLink region) for the program year July 1, 2016 to June 30, 2017 is ____\$3,268_____ as seen in the attached Cost Allocation Plan detailing Pickens Adult Learning Center's fair share.

Describe payment methods.

3. Anderson 3, 4 & 5 Adult Learning Center will contribute the following resources as specified below:

   In-kind contributions:

   WorkKeys testing = $2,604.96
   Two test administration per month devoted to community testing (1st and 3rd Thursdays)
   3.5 hours @ $25 = $87.50 x 1.2404 (FICA/ret) = $108.54 per test date = $217.08/month
   $217.08 x 12 months = $2,604.96

   TABE Testing for WIOA Referrals = $1,302.48
   One test administration per month devoted to community testing (1st Wednesday of each month)
   3.5 hours @ $25 = $87.50 x 1.2404 (FICA/ret) = $108/54 per test date = $108.54/month
   $108.54 x 12 months = $1,302.48

   Cash contributions to be paid quarterly in the amount of $0. ($0 x 4 payments = $0)

   Total Adult Ed contributions will equal $3,907.44

   Space Allocated to WIOA Youth Program

   Access point

Describe the method by which costs will be reconciled. Describe review process.

4. The Resource Sharing Agreement including costs, services, and referral processes will be reconciled quarterly.

   Example

For Anderson 3, 4 & 5 Adult Learning Center, a staff timesheet with a list of employers referred to various agencies for assistance.

For cash payments, SC Works should send an invoice by no later than 30 days after the close of the quarter to:

Anderson 3, 4, & 5 Adult Learning Center
PO Box XXX
Anderson, SC 29624

Termination Clause

5. In the event there is a change in federal or state law that nullifies any portion of this agreement or in any way affects the parties' duties hereunder, the parties will mutually decide whether to terminate this agreement and execute a new agreement under current law, **or** to appropriately modify the current agreement. In the event the agreement is to be modified, the modification shall only be accomplished by a written amendment executed by all parties hereto in accordance with applicable state and federal laws and regulations.

Signature Page

THE WORKLINK SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INNOVATION ACT OF 2014 ("WIOA")

July 1, 2016 – June 30, 2017
(Plus one additional one-year renewal option)

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

AGENCY INFORMATION (Please Print or Type)

Agency Name: Anderson 3, 4, 5 Adult Education Center

Address: 2005 North Main Street

City/State/Zip: Anderson, South Carolina 29621

AUTHORIZED OFFICIAL

Name: Jacky R. Stamps / Katie Brown

Title: 2015-2016 Director / 2016-2017 Director

Signature: 

Date: June 17, 2016

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

What services are to be coordinated and provided through the SC Works delivery system? How is the partner providing access to program activities through the SC Works System (in person or electronically)?

1. The Adult Learning Centers of Anderson, Oconee, and Pickens Counties agrees to contribute to the delivery of the following core services in the WorkLink SC Works system:
    - AE Services / Academic Skills
        - Literacy Instruction & Basic Skills Upgrading
        - HSED (High School Equivalency Diploma) and Diploma Preparation
        - English as a Second Language (ESL)
        - WorkKeys Preparation and Assessment
        - TABE Assessment
    - Information material
    - Partner Referrals

2. The Adult Learning Centers of Anderson, Oconee, and Pickens Counties will contribute the above named services in the following manner:
    - Printed brochures/flyers with W/S – SCSEP contact information
    - Access for AE's websites with phone and email contact information
    - Flexible hours of operation in order to meet SC Works clients' schedules
    - A clean, handicapped-accessible facility with adequate space for clients to work effectively.
    - AE will provide TABE Assessment Services, HSED Preparation, WorkKeys remediation and WokKeys Testing in accordance with the Attached MOA.
    - Client access to a Transition Specialist or Certified Career Development Facilitator to assist clients with workplace and post-secondary transitions.
    - Annual graduation ceremony for HSED and High School Diploma Graduates
    - Participation in Partner Meetings as appropriate
    - Referrals from their student base to the SC Works System Service

What are the benefits received from the SC Works Centers?

3. The Adult Learning Centers of Anderson, Oconee, and Pickens Counties expects to derive the following benefits from the SC Works system:
    - An increase in Adult Education enrollment ultimately resulting in an increase in the number of High School Diploma's, HSEDs, WorkKeys Certificates and Literacy/Numeracy gains.
    - Greater exposure to the community
    - Better coordination and understanding of services with SC Works Partners

Describe the referral process by which SC Works should refer to Adult Education.
See attached Referral form and Release of Information form – this form will be used in the resource manual available to all partners.

1. Electronic referral via SC Works Online Services (https://jobs.scworks.org) will serve as the primary method of referral from WorkLink SC Works Centers to partner agencies. In the event that electronic referral is unavailable or otherwise insufficient, a paper referral may be used. Partners are requested to update the WorkLink SC Works Operator with any program information updates and/or changes to their contact information. WorkLink SC Works Center Staff will share partner pamphlets, brochures, and other take-away materials as supplied by the partner agency.

What portion of funds has been made available for the program to maintain the SC Works Delivery system, including the funding of services and infrastructure costs. Describe how each partner will contribute either through in-kind or cash payments. Convert in-kind payments to cost in order to show value to system. Costs described for services benefiting the system should be detailed in number one and two above.

2. Pickens County Adult Learning Center agrees that their fair share portion for the Anderson, Oconee, and Pickens Counties service area (also known as the WorkLink region) for the program year July 1, 2016 to June 30, 2017 is ____$3,644_____ as seen in the attached Cost Allocation Plan detailing Pickens Adult Learning Center's fair share.

Describe payment methods.

3. Pickens Adult Learning Center will contribute the following resources as specified below:

   In-kind contributions:

   WorkKeys testing = $5,427
   Community Testing once per week (Wednesday afternoons)
   3.5 hours @ $25 = $87.50 x 1.2404 (fica/ret) = $108.54/test x 40 weeks = $4,341.60

   Community test administered every Thursday evening as space allows (estimate ¼ capacity)
   $108.54 x 40 weeks = $4,341.60 / 4 = $1085.40

   TABE Testing for WIOA Referrals

   Community test administered every Tuesday morning and evening as space allows (estimate ¼ capacity)
   $108.54 x 40 weeks x 2 times/day = $8,683.20 / 4 = $2,170.80

   Cash contributions to be paid quarterly in the amount of $0. ($0 x 4 payments = $0)

   Total Adult Ed contributions will equal $7,597.80

   Space Allocated to WIOA Youth Program

   Access point

Describe the method by which costs will be reconciled. Describe review process.

4. The Resource Sharing Agreement including costs, services, and referral processes will be reconciled quarterly.

For Pickens County Adult Learning Center, a schedule of completed community testing will be provided on request.

For cash payments, SC Works should send an invoice by no later than 30 days after the close of the quarter to:

Pickens Adult Learning Center
106 Glazner Street
Easley, SC 29240

Termination Clause

5. In the event there is a change in federal or state law that nullifies any portion of this agreement or in any way affects the parties' duties hereunder, the parties will mutually decide whether to terminate this agreement and execute a new agreement under current law, **or** to appropriately modify the current agreement. In the event the agreement is to be modified, the modification shall only be accomplished by a written amendment executed by all parties hereto in accordance with applicable state and federal laws and regulations.

Signature Page

THE WORKLINK SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INNOVATION ACT OF 2014 ("WIOA")

July 1, 2016 – June 30, 2017
(Plus one additional one-year renewal option)

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

AGENCY INFORMATION (Please Print or Type)

Agency Name: School District of Pickens County Adult Learning Center

Address: 106 Glazner Street

City/State/Zip: Easley, SC 29640

AUTHORIZED OFFICIAL

Name: Mary A. Gaston, Ed.D.

Title: Director

Signature: Mary A Gaston

Date: 8/25/16

Partner Agency:	Indian Development Council

1. The Indian Development Council agrees to contribute to the delivery of the following basic career services in the WorkLink SC Works system:
    - Partner Referrals
    - Informational Material

2. The Indian Development Council will contribute the above named services in the following manner:
    - Printed brochures/flyers with contact information
    - Provide periodic training to educate SC Works 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 SC Works system:
    - Increased referrals
    - Greater exposure to the community
    - Better coordination and understanding of services with SC Works Partners
    - Gain information and resources to help meet the social and economic development needs of Native American Communities.

Cross Referral Agreement

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

(a) Referral Definition:

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

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

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

2. Each partner will use the attached Referral Form or SCWOS Referral in referring individuals for services they are not able to provide. This agreement will be updated to include any necessary performance standards, tracking requirements, etc. as WIOA implementation progresses.

a. When using the paper Referral form, the Release of Information form (also attached) should be printed on the back of the referral form. Both forms should be completed with customer signature captured on the Release of Information form. Please review, edit, and finalize language that will be needed in order for you to release information to us on a mutual client/participant.

3. The parties agree to make discussion of the referral process (for review and enhancement) a permanent agenda item at all regularly schedule partner meetings, to include:

- Provide feedback on the success of cross-referral arrangements;
- Cross-train their respective staffs;
- Consider co-enrollment options and practices;
- Consider the effect of cross-referrals on mutual performance expectations; and
- Constantly improve the joint delivery of services to customers.

Resource Manual Page

Each partner is asked to complete a Resource Manual Page. The Resource Manual page will serve as a reference tool ensuring that accurate information on partner services is readily available to users (partners and customers) of the WorkLink SC Works system.

Partners are requested to update their Resource Manual Page as changes occur with a review for accuracy minimally once per quarter.

Signature Page

THE WORKLINK SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 ("WIOA")

July 1, 2016 – June 30, 2017
(Plus one additional one-year renewal option)

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

AGENCY INFORMATION (Please Print or Type)

Agency Name: S. C. INDIAN DEVELOPMENT COUNCIL, INC

Address: P.O. BOX 957 - 2915 RESERVATION ROAD

City/State/Zip: ROCK HILL, S.C. 29731

AUTHORIZED OFFICIAL

Name: JERRY BRANHAM

Title: BOARD CHAIRMAN

Signature: Jerry H Branham

Date: 6-23-16

Partner Agency:	Job Corps

1. The Job Corps' Outreach/Admission and Career Transition Services of the Upstate agrees to contribute to the delivery of the following services in the WorkLink SC Works 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 SC Works referrals
   - Referral process for referring participants to appropriate partner agencies
   - Using SC Works as a Work Experience site for program graduates
   - Participation in Quarterly Partner Meetings

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

Signature Page

THE WORKLINK SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 ("WIOA")

July 1, 2016 – June 30, 2017
(Plus one additional one-year renewal option)

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

AGENCY INFORMATION (Please Print or Type)

Agency Name: Job Corps

Address: 225 South Pleasantburg Dr. E5

City/State/Zip: Greenville SC 29607

AUTHORIZED OFFICIAL

Name: Robin Miller

Title: Admissions Counselor

Signature: [signature]

Date: 6/16/16

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

What services are to be coordinated and provided through the SC Works delivery system? How is the partner providing access to program activities through the SC Works System (in person or electronically)?

1. The Adult Learning Centers of Anderson, Oconee, and Pickens Counties agrees to contribute to the delivery of the following core services in the WorkLink SC Works system:
    - AE Services / Academic Skills
        - Literacy Instruction & Basic Skills Upgrading
        - HSED and Diploma Preparation
        - English as a Second Language (ESL)
        - WorkKeys Preparation and Assessment
        - Community Education Courses
        - TABE Assessment
    - Information material
    - Partner Referrals

2. The Adult Learning Centers of Anderson, Oconee, and Pickens Counties will contribute the above named services in the following manner:
    - Printed brochures/flyers with W/S – SCSEP contact information
    - Access for AE's websites with phone and email contact information
    - Flexible hours of operation in order to meet SC Works clients' schedules
    - A clean, handicapped-accessible facility with adequate space for clients to work effectively.
    - AE will provide TABE Assessment Services, HSED Preparation, WorkKeys remediation and WokKeys Testing in accordance with the Attached MOA.
    - Client access to a Transition Specialist or Certified Career Development Facilitator to assist clients with workplace and post-secondary transitions.
    - Annual graduation ceremony for HSED and High School Diploma Graduates
    - Participation in Partner Meetings as appropriate
    - Referrals from their student base to the SC Works System Service

What are the benefits received from the SC Works Centers?

3. The Adult Learning Centers of Anderson, Oconee, and Pickens Counties expects to derive the following benefits from the SC Works system:
    - An increase in Adult Education enrollment ultimately resulting in an increase in the number of High School Diploma's, HSED's, WorkKeys Certificates and Literacy/Numeracy gains.
    - Greater exposure to the community
    - Better coordination and understanding of services with SC Works Partners

Describe the referral process by which SC Works should refer to Adult Education.
See attached Referral form and Release of Information form – this form will be used in the resource manual available to all partners.

1. Electronic referral via SC Works Online Services (https://jobs.scworks.org) will serve as the primary method of referral from WorkLink SC Works Centers to partner agencies. In the event that electronic referral is unavailable or otherwise insufficient, a paper referral may be used. Partners are requested to update the WorkLink SC Works Operator with any program information updates and/or changes to their contact information. WorkLink SC Works Center Staff will share partner pamphlets, brochures, and other take-away materials as supplied by the partner agency.

What portion of funds has been made available for the program to maintain the SC Works Delivery system, including the funding of services and infrastructure costs. Describe how each partner will contribute either through in-kind or cash payments. Convert in-kind payments to cost in order to show value to system. Costs described for services benefiting the system should be detailed in number one and two above.

2. Oconee County Adult Learning Center agrees that their fair share portion for the Anderson, Oconee, and Pickens Counties service area (also known as the WorkLink region) for the program year July 1, 2016 to June 30, 2017 is ____$2,003_____ as seen in the attached Cost Allocation Plan detailing Oconee County Adult Learning Center's fair share.

Describe payment methods.

3. Oconee County Adult Learning Center will contribute the following resources as specified below:

   In-kind contributions:

   WorkKeys testing = $2,278
   One test administration per month devoted to community testing
   3.5 hours @ $25 = $87.50 x 1.2404 (fica/ret) = $108.54/month
   $108.54 x 12 months = $1,302.48

   Cash contributions to be paid quarterly in the amount of $0. ($0 x 4 payments = $0)

   Total Adult Ed contributions will equal $2,278

   Space Allocated to WIOA Youth Program

   Access point

Describe the method by which costs will be reconciled. Describe review process.

4. The Resource Sharing Agreement including costs, services, and referral processes will be reconciled quarterly.

   Example
   For Oconee County Adult Learning Center, a staff timesheet with a list of employers referred to various agencies for assistance.

   For cash payments, SC Works should send an invoice by no later than 30 days after the close of the quarter to:
   Oconee County Adult Learning Center
   315 A Holland Ave.

Seneca, SC 29678

Termination Clause

5. In the event there is a change in federal or state law that nullifies any portion of this agreement or in any way affects the parties' duties hereunder, the parties will mutually decide whether to terminate this agreement and execute a new agreement under current law, **or** to appropriately modify the current agreement. In the event the agreement is to be modified, the modification shall only be accomplished by a written amendment executed by all parties hereto in accordance with applicable state and federal laws and regulations.

Signature Page

THE WORKLINK SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INNOVATION ACT OF 2014 ("WIOA")

July 1, 2016 – June 30, 2017
(Plus one additional one-year renewal option)

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

AGENCY INFORMATION (Please Print or Type)

Agency Name: Oconee County Adult Education

Address: 315 A Holland Ave

City/State/Zip: Seneca, SC 29678

AUTHORIZED OFFICIAL

Name: **Gene E. Williams**

Title: **Director**

Signature: Gene E. Williams

Date: **July 27, 2016**

Partner Agency:	SHARE, Inc.

What services are to be coordinated and provided through the SC Works delivery system? How is the partner providing access to program activities through the SC Works System (in person or electronically)?

1. SHARE, Inc. agrees to contribute to the delivery of the following career services in the WorkLink SC Works system:
    - Partners Referrals
    - Informational Material
    - Workshops

2. SHARE, Inc. will contribute the above named services in the following manner:
    - Participate 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 regions.
    - Educating SC Works Staff periodically on appropriate referrals and availability of assistance.
    - Registering receivers of applicable SHARE services in the SC Works Online System.

What are the benefits received from the SC Works Centers?

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

Describe the referral process by which SC Works should refer to SHARE.
See attached Referral form and Release of Information form – this form will be used in the resource manual available to all partners.

4. Electronic referral via SC Works Online Services (https://jobs.scworks.org) will serve as the primary method of referral from WorkLink SC Works Centers to partner agencies. In the event that electronic referral is unavailable or otherwise insufficient, a paper referral may be used. Partners are requested to update the WorkLink SC Works Operator with any program information updates and/or changes to their contact information. WorkLink SC Works Center Staff will share partner pamphlets, brochures, and other take-away materials as supplied by the partner agency.

What portion of funds has been made available for the program to maintain the SC Works Delivery system, including the funding of services and infrastructure costs. Describe how each partner will contribute either through in-kind or cash payments. Convert in-kind payments to cost in order to show

value to system. Costs described for services benefiting the system should be detailed in number one and two above.

5. SHARE agrees that their fair share portion for the Anderson, Oconee, and Pickens Counties service area (also known as the WorkLink region) for the program year July 1, 2016 to June 30, 2017 is ____\$10,543_____ as seen in the attached Cost Allocation Plan detailing SHARE's fair share.

Describe payment methods.

6. SHARE will contribute the following resources as specified below:
   Example
   In-kind contributions:
   Access Point for jobseekers:

   Cost of Space (utilities, internet, desk, chair, phone, etc. that a job seeker may use as part of the job search process at the Access Point location. Please explain methodology used.)
   $25/day x 250 days/year = $6,250.

   Staff assisting jobseekers with access to job resources on the access point (may also be used for workshops offered to the general public)
   1 staff paid at $17.00/hr x 1 hr/day x 250 days/year = $4,250

   Cash contributions to be paid quarterly in the amount of $0. ($0 x 4 payments = $0)

   Total SHARE contributions will equal $10,543

Describe the method by which costs will be reconciled. Describe review process.

7. The Resource Sharing Agreement including costs, services, and referral processes will be reconciled quarterly.

   Example
   For SHARE access point space, a breakdown of costs associated with the Access Point space will suffice. Timesheets and a log of participants served may document staff time contributions.

   For cash payments, SC Works should send an invoice by no later than 30 days after the close of the quarter to:

   SHARE
   PO Box XXX
   Greenville, SC 296017

Termination Clause

8. In the event there is a change in federal or state law that nullifies any portion of this agreement or in any way affects the parties' duties hereunder, the parties will mutually decide whether to terminate this agreement and execute a new agreement under current law, **or** to appropriately modify the current agreement. In the event the agreement is to be modified, the modification shall only be accomplished by a written amendment executed by all parties hereto in accordance with applicable state and federal laws and regulations.

Signature Page

THE WORKLINK SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 ("WIOA")

July 1, 2016 – June 30, 2017
(Plus one additional one-year renewal option)

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

AGENCY INFORMATION (Please Print or Type)

Agency Name: Sunbelt Human Advancement Resources, Inc. (SHARE)

Address: P.O. Box 608, 708 East Main Street

City/State/Zip: Seneca, SC 29679

AUTHORIZED OFFICIAL

Name: Dr. Willis H. Crosby, Jr. CCAM

Title: President/CEO

Signature:

Date: 6/28/16

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

Purpose:

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

Tri-County Technical College will:

1. Provide use of the Quickjobs Centers in Oconee and Anderson counties 5 days per week (Monday through Friday) and use of the Pickens County Quickjobs Development Center 2 days per week (days TBD)
2. Provide office space for servicing of the citizens of the service area to Eckerd Workforce Development Services & SCDEW (1 office per agency), operational space, and classroom facility space (as outlined below on a space available basis). Classroom space will be scheduled with the Easley Campus Director/Administrator of CCE Centers or his/her designee.
3. Provide classroom/lab space at the Oconee Center (8am-5pm 5days per week*). Provide lab space in the front lab of the Anderson Center (8am-5pm 5 days per week*) *Classroom/Lab space at the Quickjobs Centers will be scheduled in collaboration with Tri-County Technical College's Corporate and Community Education Division on a weekly basis. CCE Class schedules will take precedence over all other activities within the facility. Space allocation will be scheduled by the Tri-County Tech Easley Campus Office Manager as designated by the Easley Campus/CCE Site Administrator.
    - Note: Business and Industry courses sponsored by CCE can be scheduled/rescheduled on a last minute basis- note: classes take precedence over any activity being held in the building).
4. Provide each employee occupying the center a key to the center and alarm codes (with the understanding that they are to return the keys upon request, separation from Eckerd / SCDEW, or upon termination of this agreement.
5. Provide utilities, Internet service, phone service and copier service (based on charges outlined below).
6. Provide janitorial/cleaning services for each facility
7. Allow Worklink to place more permanent signs near the Quickjobs facility signs at each location (sign and location must be approved by Tri-County Technical College personnel)
8. Provide a code for copier/printer usage and long-distance phone calls for Eckerd staff and SCDEW staff (Eckerd / SCDEW staff will be responsible for costs associated with long distance calls)

SC Appalachian Council of Governments (Worklink) will:

1. Compensate Tri-County Technical College for facility usage of the Quickjobs Centers on a monthly basis July 2016 through June of 2017 (with the right of both parties to terminate with a 30 day notice) based on the calculations below. (Note: The chart below outlines the total cost for the Quickjobs Center rental, minus 7.69% of the Shared Partner Cost of all Workforce Development in the Tri-County area as outlined in the State Instruction Memorandum number 15-11 (dated March 17, 2016) requiring local Workforce Development Boards to develop a Memorandum of Understanding with workforce system partners as referenced in the Workforce Innovation and Opportunities Act (WIOA).

Quick Job Center Costs	Total Costs per Year	Shared Partner Cost (45% of Total Cost)	Fair Share Carl D. Perkins (7.69% of Shared Partner Costs)
Anderson QuickJobs Center *Hours: Monday-Friday, 8:30am – 5:00pm*	$13,728 ($1,144 monthly)	$4,576	$352
Easley QuickJobs Center *Hours: Monday-Tuesday, 8:30am -5:00pm*	$4,800 ($400 monthly)	$2,400	$185
Seneca QuickJobs Center *Hours: Monday-Friday, 8:30am-5:00pm*	$13,728 ($1,144 monthly)	$4,576	$352
Total	**$32,256**	**$11,552**	**$889**

Clemson SC Works Costs	Total Costs per Year	Shared Partner Cost	Fair Share Carl D. Perkins
Clemson SC Works Center *Hours: Monday- Friday, 8:30am – 5:00pm*	$110,010	$49,018	$3,771
Operational Costs *Includes security, utilities, janitorial/maintenance, landscaping, general repair, pest control, & HVAC Maintenance*	$43,720	$19,674	$1,513
Total	**$153,730**	**$68,692**	**$5,284**
Telecommunications*	**Total Costs per Year**	**Shared Partner Cost**	**Fair Share Carl D. Perkins**
Telephones *Anderson $1,200; Clemson $7,590; Seneca $1,200;*	$9,990	$1,898	$146
Equipment Maintenance Rental *Copier/Fax/Scanner combos*	$2,200	$2,200	$169
Total	**$12,190**	**$4,098**	**$315**
Universal Access**	**Total Costs per Year**	**Shared Partner Cost**	**Fair Share Carl D. Perkins**
Common Area Supplies $1,800; Hiring Events/Job Fairs $3,250; Training Materials $600; Outreach/Branding $2,500; SC Works Online Services $2,516; Receptionist $32,000 (Clemson Only), PC Costs $ 9,880 (Resource Rooms only)	$52,546	$52,546	$4,042
Total	**$52,546**	**$52,546**	**$4,042**
Grand Total Costs	**$250,722**	**$136,888**	**$10,530**

Total Invoiced by Tri-County each month (After Fair Share Allocation of Shared Partner Cost

$32,256.00 (original annual invoiced amount for Quickjobs Facility Rental) minus **$10,530** (Fair Share Allocation of Shared partner cost of Anderson, Oconee and Pickens County Workforce Development activities) =

$21,726 (*annually*) /12= **$ 1,810.50** (monthly amount to be invoiced to Eckerd/Worklink)

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

Eckerd Workforce Development will:

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

Understandings:

This agreement is effective 7/1/2016 – 06/30/2017. All parties will periodically review this agreement throughout the year in a collaborative endeavor to service the citizens of our service area. Any party may terminate the agreement at any time for any or no reason by providing a thirty (30) day advanced written notice of termination to all other parties.

~~David (Matt) Fields~~, Regional Manager
Eckerd Workforce Development

Dr. Brian Swords, Easley Campus/
QuickJobs Center Administrator
Tri-County Technical College

KALENE KUNKEL ONE-STOP OPS DIRECTOR

Dr. Ronnie L. Booth, President
Tri-County Technical College

Trent Acker
Executive Director, Worklink

Steve Pelissier
Executive Director, SC Appalachian Council of Govts.

Cara Hamilton
VP Business Affairs
Tri-County Technical College

Partner Agency:	Tri-County Technical College

What services are to be coordinated and provided through the SC Works delivery system? How is the partner providing access to program activities through the SC Works System (in person or electronically)?

1. Tri-County Technical College agrees to contribute to the delivery of the following services in the WorkLink SC Works 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 SC Works clients' schedules
    - Clean, handicapped-accessible facilities with adequate space for clients to work effectively
    - Access to computers and internet
    - Qualified classroom instructors
    - Information sessions in the SC Works centers 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 SC Works events
    - Allow use of facilities on occasion for delivery of SC Works services (ex. Rapid Response and Training).

What are the benefits received from the SC Works Centers?

3. Tri-County Technical College expects to derive the following benefits from the SC Works 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 SC Works Partners.

Describe the referral process by which SC Works should refer to Tri-County Technical College.
See attached Referral form – this form will be used in the resource manual available to all partners.

1. Electronic referral via SC Works Online Services (https://jobs.scworks.org) will serve as the primary method of referral from WorkLink SC Works Centers to partner agencies. In the event that electronic referral is unavailable or otherwise insufficient, a paper referral may be used.

Partners are requested to update the WorkLink SC Works Operator with any program information updates and/or changes to their contact information. WorkLink SC Works Center Staff will share partner pamphlets, brochures, and other take-away materials as supplied by the partner agency.

What portion of funds has been made available for the program to maintain the SC Works Delivery system, including the funding of services and infrastructure costs. Describe how each partner will contribute either through in-kind or cash payments. Convert in-kind payments to cost in order to show value to system. Costs described for services benefiting the system should be detailed in number one and two above.

2. Tri-County Technical College agrees that their fair share portion for the Anderson, Oconee, and Pickens Counties service area (also known as the WorkLink region) for the program year July 1, 2016 to June 30, 2017 is ____$10,530_____ as seen in the attached Cost Allocation Plan detailing TCTC's fair share.

Describe payment methods.

3. Tri-County Technical College will contribute the following resources as specified below:
   Example
   Cash contributions to be made towards the Quick Job Center facility rentals to be paid quarterly in the amount of $2,632.50. ($2,632.50 x 4 payments = $10,530)

   Total Tri-County Technical College contributions will equal $10,530.

Describe the method by which costs will be reconciled. Describe review process.

4. The Resource Sharing Agreement including costs, services, and referral processes will be reconciled quarterly.

   Tri-County will send invoices for the billing of the MOA for the Quick Job Center rentals on a quarterly basis. A credit reflecting the RSA amount to SC Works will be shown on the invoice for the quarterly amount. The invoice will be sent within 30 days of the end of each quarter.

Termination Clause

5. In the event there is a change in federal or state law that nullifies any portion of this agreement or in any way affects the parties' duties hereunder, the parties will mutually decide whether to terminate this agreement and execute a new agreement under current law, **or** to appropriately modify the current agreement. In the event the agreement is to be modified, the modification shall only be accomplished by a written amendment executed by all parties hereto in accordance with applicable state and federal laws and regulations.

Signature Page

THE WORKLINK SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 ("WIOA")

July 1, 2015 – June 30, 2016
(Plus one additional one-year renewal option)

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

AGENCY INFORMATION (Please Print or Type)

Agency Name: Tri County Technical College

Address: PO Box 587

City/State/Zip: Pendleton SC 29670

AUTHORIZED OFFICIAL

Name: Dr. Ronnie L. Booth

Title: President

Signature: [signature]

Date: 7/21/14

ADDENDUM TO MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENT
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 ("WIOA")

This Addendum to Memorandum of Understanding and Resource Sharing Agreement provides additional information on the partner referral process.

Referral Process
Electronic referral via SC Works Online Services (https://jobs.scworks.org) will serve as the primary method of referral from WorkLink SC Works Centers to partner agencies. In the event that electronic referral is unavailable or otherwise insufficient, a paper referral may be used. Partners are requested to update the WorkLink SC Works Operator with any program information updates and/or changes to their contact information. WorkLink SC Works Center Staff will share partner pamphlets, brochures, and other take-away materials as supplied by the partner agency.

We, the undersigned parties, do hereby approve this Addendum to the Memorandum of Understanding and Resource Sharing Agreement by signature.

AGENCY INFORMATION (Please Print or Type)

Agency Name: Tri County Technical

Address: PO Box 587

City/State/Zip: Pendleton SC 29670

AUTHORIZED OFFICIAL

Name: Dr. Ronnie L Booth

Title: President

Signature: [signature] 7/2/19

MEMORANDUM OF AGREEMENT
Eckerd Workforce Development Services (EWDS) (SC Works & Palmetto Youth Connections Programs)
AND
Anderson Adult Education, Districts 1 & 2 Adult Education Programs

Purpose:

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

Services;

Adult Education Program will provide:

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

Eckerd Workforce Development Services (EWDS) will:

1. Be responsible for any and all equipment, supplies, and staff items housed within the Adult Education facilities.
2. Coordinate with all Adult Education programs and refer all WIOA who meet Adult Education entry requirements for the following services:
    a. Basic Skills Remediation, Pre-GED and GED Preparation, High School Diploma courses, WorkKeys Skill Enhancement Training, and 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 WIOA or as needed to comply with local WIOA Statement of Work requirements and SCDEW requirements for testing.
6. Provide Learning Express 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, **EWDS**, the WorkLink WDB, and most importantly the student.
8. Provide twelve (12) months of follow up to exited WIOA participants to document retention in employment or post-secondary.
9. **EWDS** agrees to pay for facility cost as outline in Addendum A and Program Fees and Costs as outlined in Addendum A.

Understandings:

All parties are committed to serving WIOA Participants seeking services and agree to make available an Instructional program that addresses the academic, workplace, life, and social skills needed to lead to competitive, gainful, self-sufficient employment. This agreement is effective for **7/1/2016** through **6/30/2017**. 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.

Karen J. Craven

Karen Craven, Sr. Program Manager
Eckerd Workforce Development Services

6-30-16
Date

Janice Walpole

Janice Walpole, Director
Anderson County Districts 1 & 2 Adult Education

6/7/16
Date

ADDENDUM A
FACILITY COSTS

Adult Education agrees to provide administrative space for **Eckerd Workforce Development Services (EWDS)** (Palmetto Youth Connections) staff on a fulltime basis within the Adult Education Centers for an annual cost of $2400 to be paid quarterly as outlined by the following dates;

1. First Quarter - Friday, September 28, 2016 ($600)
2. Second Quarter - Friday, December 16, 2016 ($600)
3. Third Quarter - Friday, March 24, 2017 ($600)
4. Fourth Quarter - Friday, June 2, 2017 ($600) (All invoices must be submitted by June 30, 2017)

ADDENDUM B
INSTRUCTIONAL COSTS

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

Academic Services	Cost Per Participant/Student
1. GED Preparation	$56 per quarter
2. WorkKeys Remediation	$25 per quarter
3. WorkKeys Retest	$12 per section (Reading, Math, & Locating)

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

1. First Quarter - Friday, September 28, 2016
2. Second Quarter - Friday, December 1, 2016
3. Third Quarter - Friday, March 24, 2017
4. Fourth Quarter - Friday, June 2, 2017 (All invoices must be submitted by June 30, 2017)

MEMORANDUM OF AGREEMENT
Eckerd Workforce Development Services (EWDS) (SC Works & Palmetto Youth Connections Programs)
AND
Anderson Adult Education, Districts 3, 4, & 5 County Adult Education Programs

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

Services;
Adult Education Program will provide:

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

Eckerd Workforce Development Services (EWDS) will:

1. Be responsible for any and all equipment, supplies, and staff items housed within the Adult Education facilities.
2. Coordinate with all Adult Education programs and refer all WIOA who meet Adult Education entry requirements for the following services:
    a. Basic Skills Remediation, Pre-GED and GED Preparation, High School Diploma courses, WorkKeys Skill Enhancement Training, and 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 WIOA or as needed to comply with local WIOA Statement of Work requirements and SCDEW requirements for testing.
6. Provide Learning Express 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, **EWDS**, the WorkLink WDB, and most importantly the student.
8. Provide twelve (12) months of follow up to exited WIOA participants to document retention in employment or post-secondary
9. **EWDS** agrees to pay for facility cost as outline in Addendum A and Program Fees and Costs as outlined in Addendum A.

Understandings:
All parties are committed to serving WIOA Participants seeking services and agree to make available an instructional program that addresses the academic, workplace, life, and social skills needed to lead to competitive, gainful, self-sufficient employment. This agreement is effective for **47/1/2016** through **6/30/2017**. 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.

Karen J. Craven
Karen Craven, Sr. Program Manager
Eckerd Workforce Development Services

6-30-16
Date

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

6-30-16
Date

ADDENDUM A
FACILITY COSTS

Adult Education agrees to provide administrative space for **Eckerd Workforce Development Services (EWDS)** (Palmetto Youth Connections) staff on a fulltime basis within the Adult Education Centers for an annual cost of $2400 to be paid quarterly by the Adult Education facility as outlined by the following dates;

1. First Quarter - Friday, September 28, 2016 ($ 600)
2. Second Quarter - Friday, December 16, 2016 ($ 600)
3. Third Quarter - Friday, March 24, 2017 ($ 600)
4. Fourth Quarter - Friday, June 2, 2017 ($ 600) (All invoices must be submitted by June 30, 2017)

ADDENDUM B
INSTRUCTIONAL COSTS

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

Academic Services	Cost Per Participant/Student
1. GED Preparation	$56 per quarter
2. WorkKeys Remediation	$25 per quarter
3. WorkKeys Retest	$12 per section (Reading, Math, & Locating)

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

1. First Quarter - Friday, September 28, 2016
2. Second Quarter - Friday, December 16, 2016
3. Third Quarter - Friday, March 24, 2017
4. Fourth Quarter - Friday, June 2, 2017 (All invoices must be submitted by June 30,2017)

MEMORANDUM OF AGREEMENT
Eckerd Workforce Development Services (EWDS) (SC Works & Palmetto Youth Connections Programs)
AND
Oconee County Adult Education Programs

Purpose:

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

Services;

Adult Education Program will provide:

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

Eckerd Workforce Development (EWDS) will:

1. Be responsible for any and all equipment, supplies, and staff items housed within the Adult Education facilities.
2. Coordinate with all Adult Education programs and refer all WIOA who meet Adult Education entry requirements for the following services:
    a. Basic Skills Remediation, Pre-GED and GED Preparation, High School Diploma courses, WorkKeys Skill Enhancement Training, and 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 WIOA or as needed to comply with local WIOA Statement of Work requirements and SCDEW requirements for testing.
6. Provide Learning Express 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, **EWDS**, the WorkLink WDB, and most importantly the student.
8. Provide twelve (12) months of follow up to exited WIOA participants to document retention in employment or post-secondary.
9. **EWDS** agrees to pay for facility cost as outline in Addendum A and Program Fees and Costs as outlined in Addendum A.

Understandings:

All parties are committed to serving WIOA Participants seeking services and agree to make available an instructional program that addresses the academic, workplace, life, and social skills needed to lead to competitive, gainful, self-sufficient employment. This agreement is effective for **7/1/2016** through **6/30/2017**. 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.

Karen J. Craven

Karen Craven, Sr. Program Manager
Eckerd Workforce Development Services

6-30-16
Date

Gene E. Williams

Director, Gene Williams
Oconee County, Adult Education

7-11-16
Date

ADDENDUM A
FACILITY COSTS

Adult Education agrees to provide administrative space for **Eckerd Workforce Development Services (EWDS)** (Palmetto Youth Connections) staff on a fulltime basis within the Adult Education Centers for an annual cost of $2400 to be billed by the Adult Education facility quarterly as outlined by the following dates;

1. First Quarter - Friday, September 28, 2016 ($ 600)
2. Second Quarter - Friday, December 16, 2016 ($ 600)
3. Third Quarter - Friday, March 24, 2017 ($ 600)
4. Fourth Quarter - Friday, June 2, 2017 ($ 600) (All invoices must be submitted by June 30, 2017)

ADDENDUM B
INSTRUCTIONAL COSTS

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

Academic Services	Cost Per Participant/Student
1. GED Preparation	$56 per quarter
2. WorkKeys Remediation	$25 per quarter
3. WorkKeys Retest	$12 per section (Reading, Math, & Locating)

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

1. First Quarter - Friday, September 28, 2016
2. Second Quarter - Friday, December 16, 2016
3. Third Quarter - Friday, March 24, 2017
4. Fourth Quarter - Friday, June 2, 2017 (all invoices must be submitted by June 30, 2017)

MEMORANDUM OF AGREEMENT
Eckerd Workforce Development Services (EWDS) (SC Works & Palmetto Youth Connections Programs)
AND
Pickens County Adult Education Programs

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

Services;
Adult Education Program will provide:

1. Academic & Educational Services
    a. Provide Basic Skills Remediation as deemed necessary to increase a student's educational functioning level to enable them to participate in GED Preparation and/or WorkKeys Skill Enhancement through the SDE approved curriculums.
    b. Provide SDE sanctioned Pre-GED and GED Preparation courses and High School Diploma courses.
    c. Provide SDE sanctioned WorkKeys Skill Enhancement training for workplace preparedness.
    d. Provide WorkKeys assessments at **no cost** for the **first exam** in accordance with the SC Work Ready Communities initiative.
    e. Provide additional WorkKeys Testing in accordance with the fees outlined in Addendum B.
2. Coordinate with **EWDS** staff to disseminate WIOA Program and Services information in regular AE orientations.
3. Provide academic assessment utilizing the TABE locater, Reading Comprehension, Math Applications and Math Computation assessments combined to reflect a total Math score for pre-tests, progress tests, and post tests.
4. Counsel students for proper placement based on academic level.
5. Recommend and furnish appropriate materials and textbooks
6. Maintain all records, progress reports, attendance, as mandated by the State Department of Education.
7. Provide WIOA Program Time & Attendance Forms to **EWDS** Staff signed by Adult Education instructors as required by the WIOA Program.
8. Provide space and internet access for **EWDS** staff as outline in Addendum A.
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    a. Please note that for purposes of the MOA, the Satisfactory Progress Policy limiting GED testing fee coverage to two (2) times for a WIOA Eligible Participant must be followed as defined in the WorkLink Employment and Training Instruction Letter No. 11-06 which is available on request as a reference. PYC will not be obligated to pay the GED test registration fees to Adult Education for students who are registered for the GED test by Adult Education and have not met the EFL and/or GED READY guideline.

Eckerd Workforce Development Services (EWDS):

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    a. Basic Skills Remediation, Pre-GED and GED Preparation, High School Diploma courses, WorkKeys Skill Enhancement Training, and 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 WIOA or as needed to comply with local WIOA Statement of Work requirements and SCDEW requirements for testing.
6. Provide Learning Express 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, **EWDS**, the WorkLink WDB, and most importantly the student.
8. Provide twelve (12) months of follow up to exited WIOA participants to document retention in employment or post-secondary
9. **EWDS** agrees to pay for facility cost as outline in Addendum A and Program Fees and Costs as outlined in Addendum A.

Understandings:
All parties are committed to serving WIOA Participants seeking services and agree to make available an instructional program that addresses the academic, workplace, life, and social skills needed to lead to competitive, gainful, self-sufficient employment. This agreement is effective for **7/1/2016** through **6/30/2017**. 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.

Karen Craven, Sr. Program Manager
Eckerd Workforce Development Services

6-30-16
Date

Director, Mary Gaston
Pickens County, Adult Education

7-18-16
Date

ADDENDUM A
FACILITY COSTS

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ADDENDUM B
INSTRUCTIONAL COSTS

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

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1. GED Preparation	$56 per quarter
2. WorkKeys Remediation	$25 per quarter
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Eckerd Workforce Development Staff (EWDS) Program Staff will issue Vouchers to Adult Education at the time a WIOA Participant is eligible and approved to attend training or receive this service. Adult Education in coordination with **EWDS** Administrative Staff will invoice **Eckerd Workforce Development Services (EWDS)** for the vouchers received by the dates outlined below;

1. First Quarter - Friday, September 28, 2016
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3. Third Quarter - Friday, March 24, 2017
4. Fourth Quarter - Friday, June 2, 2017 (All invoices must be submitted by June 30, 2017)

June 30, 2016

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

Re: PY 16 Grant Awards for WIOA Operator and Ad/DW Program Services

Dear Mr. Semancik:

The WorkLink Workforce Development Board voted to extend our contracts for WIOA Operator and Adult/Dislocated Worker program services (authorized under Title 1-B of the Workforce Innovation and Opportunity Act of 2014) with Eckerd Workforce Services on April 20, 2016. The Budget Negotiations Committee recently finalized negotiations with Eckerd Workforce Services and recommended the budgets to the WorkLink Board for funding. The WorkLink Board approved this decision at its meeting on June 15, 2016.

Please allow this letter to serve for the following reasons:

1. To confirm that WorkLink Workforce Development Board intends to renew grant numbers 15A295H1 & 15D295H1 for the next year PY16 in the total amount of $740,000.

2. To confirm that WorkLink Workforce Development Board intends to renew grant numbers 15A995H1 & 15D995H1 for the next year PY16 in the total amount of $75,000.

3. To confirm authorization for Eckerd Workforce Services to incur generally accepted program costs against the above cited grant extensions not to exceed:
   - **$80,000 in Adult funds ($6,000 Operator, $74,000 in Program); and**
   - **$7,734 in Dislocated Worker funds ($1,500 in Operator, $6,234 in Program)**
     - *Note that we anticipate receiving a Rapid Response grant to cover Dislocated Worker costs associated with Salary, Fringe, and Training costs. This should be awarded to Eckerd Workforce Services with an effective date beginning July 1. Operating, indirect and general liability should be covered by regular DW funds. This is pending award and has not been finalized at this time.*

   until the fully executed contracts and budgets are completed. Eckerd Workforce Services should adhere to the budgeted line items approved at the Board meeting on June 15, 2016. WorkLink Workforce Development Board receives only a small portion of their WIOA funding for the first quarter of the new year. The service provider should not make any large purchases at this time.

It is very important that the service provider understands that expenditures occurring between July 1, 2016 and September 30, 2016 may not be paid with funds received after October 1, 2016.

4. To confirm that WorkLink Workforce Development Board intends to award the remaining grant amount upon receipt of the final PY16 Notice of Funds Authorized (NFA) for Adult and Dislocated Worker.
    a. If an unforeseen reduction occurs in the NFA due to DOL or DEW recalculation of awards, Eckerd Workforce Services may see a reduction as well.
    b. WorkLink WDB anticipates receiving the final PY16 NFA October 1; however, historically WorkLink WDB has seen delays in the receipt of NFAs.
    c. Eckerd Workforce Services should monitor expenditures closely until Grant Awards can be finalized.

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

If you have questions or need assistance, please call me at 864-646-1458.

Sincerely,

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

CC: Trent Acker, WorkLink Executive Director
Robert Halfacre, WorkLink WDB Chair

Attachments:

- Board Approved PY16 WIOA Operator Budget
- Board Approved PY16 Adult/DW Program Services Budget
- Statement of Work PY16 WIOA Operator
- Statement of Work PY16 WIOA AD/DW Program Services
- WIA Terms and Conditions

Acknowledgement of Receipt:

Randall Luecke
Chief Financial Officer
Eckerd Workforce Services

Date

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Development Area
GRANT BUDGET SUMMARY

Service Provider Eckerd WorkForce Development Contract # 16A995H2 & 16D995H2

Project/Activity SC Works Operator Funding Source WIOA Adult & DLW Formula Funds Modification # original

CATEGORIES	ADULT	DLW	Administration	Non-Administration	Total Budget Amount
STAFF COSTS (Salaries & Fringe Benefits)	$ 49,229	$ 8,154		$ 57,383	**$ 57,383**
OPERATING COSTS	$ 9,538	$ 1,301		$ 10,839	**$ 10,839**
TRAINING COSTS	$ -	$ -		$ -	**$ -**
SUPPORTIVE SERVICE COSTS	$ -	$ -		$ -	**$ -**
Training Fees/Professional Fees/ Profit	$ 394	$ 54		$ 447	**$ 447**
Indirect Costs	$ 5,571	$ 760		$ 6,331	**$ 6,331**
Total Budget Costs	**$ 64,732**	**$ 10,268**	**$ -**	**$ 75,000**	**$ 75,000**
Percentage of Budget	**86%**	**14%**		**100%**	
Cost Limitations			2% Maximum	At least 98%	**100%**

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Development Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Eckerd WorkForce Development Contract # 16A995H2 & 16D995H2

Project/ Activity SC Works Operator Funding Source WIOA Adult & DLW Formula Funds Mod # original

STAFF & INDIRECT COST - BUDGET SUMMARY

SALARIES, FRINGE BENEFITS, & INDIRECT COST					ADULT		DLW		ADMINISTRATION		NON-ADMINISTRATION	
Staff Salaries: Position Title	Salary Per Month	No. of Months	% of Time	TOTAL AMOUNT	%	Amount	%	Amount	%	Amount	%	Amount
TOTAL SALARIES				**$ 45,014.32**		**$ 38,344.63**		**$ 6,669.69**				**$ 45,014.32**
FRINGE BENEFITS:												
Health Insurance		X	13.16%	$ 5,922.80	88.00%	$ 5,212.06	12.00%	$ 710.74			100%	$ 5,922.80
FICA		X	7.65%	$ 3,443.60	88.00%	$ 3,030.36	12.00%	$ 413.23			100%	$ 3,443.60
Unemployment		X	1.72%	$ 774.25	88.00%	$ 681.34	12.00%	$ 92.91			100%	$ 774.25
Workers Comp		X	3.00%	$ 1,350.43	88.00%	$ 1,188.38	12.00%	$ 162.05			100%	$ 1,350.43
Retirement (403b Match)		X	1.95%	$ 877.78	88.00%	$ 772.45	12.00%	$ 105.33			100%	$ 877.78
		X	0.00%	$ -	88.00%	$ -	12.00%	$ -			100%	$ -
TOTAL FRINGE BENEFITS				**$ 12,368.85**		**$ 10,884.59**		**$ 1,484.26**				**$ 12,368.85**
INDIRECT COST: RATE	**$ 68,221.71**	X	9.28%	**$ 6,330.97**	88.00%	**$ 5,571.26**	12.00%	**$ 759.72**			100%	**$ 6,330.97**
TOTAL COST				**$ 63,714.15**	88.00%	**$ 56,068.45**	12.00%	**$ 7,645.70**			100%	**$ 63,714.15**

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 DEVELOPMENT BOARD

WorkLink Workforce Development Area

COST AND PRICE ANALYSIS WORKSHEET

Service Provider: Eckerd WorkForce Development Contract #: 16A995H2 & 16D995H2 Mod #: original

Project/Activity: SC Works Operator Fund Source: WIOA Adult & DLW Formula Funds

Categories & Line Items	Total Cost	ADULT	DLW	Non-Administration
OPERATING COSTS				
1.1 Facility Rent, Utilities, Maintenance, etc.	$ -	$ -	$ -	$ -
1.2 Staff Expendable Supplies & Materials	$ 3,300	$ 2,904	$ 396	$ 3,300
1.3 Program Outreach Expenses (Brochures, Flyers, etc.)	$ -	$ -	$ -	$ -
1.4 Copy & Print Expenses	$ 2,220	$ 1,954	$ 266	$ 2,220
1.5 Communications (Phone, Fax, Internet, etc.)	$ 781	$ 687	$ 94	$ 781
1.6 Staff Travel				
Local Mileage cost	$ 1,229	$ 1,082	$ 148	$ 1,229
Non-Local Mileage cost	$ 240	$ 211	$ 29	$ 240
Non-Local Per Diem/Lodging Cost	$ 240	$ 211	$ 29	$ 240
1.7 Staff Taining / Technical Services Costs (Conf, Training, etc.)	$ 1,440	$ 1,267	$ 173	$ 1,440
1.8 Non-Expendable Equipment Purchases (Computers, software, et				
Non-Expendable Equipment Purchases **(Computer Leases)**	$ 849	$ 747	$ 102	$ 849
Wide Area Network (WAN) Equipment and **Computer Software**	$ 300	$ 264	$ 36	$ 300
1.9 Postage (Stamps, FedEx, etc.)	$ 240	$ 211	$ 29	$ 240
TOTAL OPERATING COSTS	**$ 10,839**	**$ 9,538**	**$ 1,301**	**$ 10,839**
TRAINING COSTS				
2.1 WI Customer Supplies & Materials Costs	$ -	$ -	$ -	$ -
2.2 WI Customer Book Costs	$ -	$ -	$ -	$ -
2.3 WI Customer Credential Exam Fees (C.N.A., GED, TABE, WorkKeys,	$ -	$ -	$ -	$ -
WI Customer Individualized Training Costs				
2.5 Tuition Cost (Adult Education Skill Upgrade & GED)	$ -	$ -	$ -	$ -
2.6 Other Individualized Training Cost (TCTC Pre-Employment Work	$ -	$ -	$ -	$ -
2.6 Individual Training Account/Voucher Cost	$ -	$ -	$ -	$ -
2.8 WI Customer On-the-Job Training Costs				
Reimbursable Wages	$ -	$ -	$ -	$ -
TOTAL TRAINING COSTS	**$ -**	**$ -**	**$ -**	**$ -**
SUPPORTIVE SERVICES COSTS				
3.10 WI Customer Incentives (Youth Only)	$ -	$ -	$ -	$ -
3.11 WI Customer Transportation Costs	$ -	$ -	$ -	$ -
3.12 WI Customer Childcare Costs	$ -	$ -	$ -	$ -
3.14 Training Support Materials (Uniforms, Drug Screens, Background Checks,	$ -	$ -	$ -	$ -
3.13 WI Customer Emergency Assistance (Rent, Car Repair, etc.)	$ -	$ -	$ -	$ -
3.6 Laptop Incentive (Youth Only)	$ -			$ -
TOTAL SUPPORTIVE SERVICES COSTS	**$ -**	**$ -**	**$ -**	**$ -**
TRAINING/PROFESSIONAL FEES/PROFIT				
4.1 Profit (Professional Fee - 5%) Can be tied to Performance	$ -	$ -	$ -	$ -
4.2 General Liability	$ 447	$ 394	$ 54	$ 447
TOTAL FEES / PROFIT COSTS	**$ 447**	**$ 394**	**$ 54**	**$ 447**

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

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Development Area
BUDGET FLOW PROJECTIONS

Service Provider: Eckerd WorkForce Development Contract #: 16A995H2 & 16D995H2

Project/Activity: SC Works Operator Fund Source: WIOA Adult & DLW Formula Funds

Mod#: original

	Cumulative Expenditures					
Period	**Administration**	**%**	**Non-Administration**	**%**	**Totals**	**%**
July-16	$0.00	0%	$6,250.00	100%	$6,250.00	100%
August-16	$0.00	0%	$6,250.00	100%	$6,250.00	100%
September-16	$0.00	0%	$6,250.00	100%	$6,250.00	100%
October-16	$0.00	0%	$6,250.00	100%	$6,250.00	100%
November-16	$0.00	0%	$6,250.00	100%	$6,250.00	100%
December-16	$0.00	0%	$6,250.00	100%	$6,250.00	100%
January-17	$0.00	0%	$6,250.00	100%	$6,250.00	100%
February-17	$0.00	0%	$6,250.00	100%	$6,250.00	100%
March-17	$0.00	0%	$6,250.00	100%	$6,250.00	100%
April-17	$0.00	0%	$6,250.00	100%	$6,250.00	100%
May-17	$0.00	0%	$6,250.00	100%	$6,250.00	100%
June-17	$0.00	0%	$6,250.00	100%	$6,250.00	100%

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Development Area
GRANT BUDGET SUMMARY

Service Provider Eckerd Workforce Developmen Contract # 16A295H2 & 16D295H2

Project/Activity SC Works Adult-DW Services Funding Source WIOA Adult & DLW Formula Funds Modification # original

CATEGORIES	ADULT	DLW	Administration	Non-Administration	Total Budget Amount
STAFF COSTS (Salaries & Fringe Benefits)	$ 340,600	$ 44,845		$ 385,445	**$ 385,445**
OPERATING COSTS	$ 42,518	$ 5,408		$ 47,926	**$ 47,926**
TRAINING COSTS	$ 202,938	$ 25,812		$ 228,750	**$ 228,750**
SUPPORTIVE SERVICE COSTS	$ 9,759	$ 1,241		$ 11,000	**$ 11,000**
Training Fees/Professional Fees/ Profit	$ 3,916	$ 498		$ 4,414	**$ 4,414**
Indirect Costs	$ 55,417	$ 7,048		$ 62,466	**$ 62,466**
Total Budget Costs	**$ 655,147**	**$ 84,853**	**$ -**	**$ 740,000**	**$ 740,000**
Percentage of Budget	**89%**	**11%**		**100%**	
Cost Limitations			2% Maximum	At least 98%	**100%**

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Development Area
COST AND PRICE ANALYSIS WORKSHEET

Service Provider Eckerd Workforce Development Contract # 16A295H2 & 16D295H2

Project/ Activity SC Works Adult-DW Services Funding Source WIOA Adult & DLW Formula Funds Mod # original

STAFF & INDIRECT COST - BUDGET SUMMARY

SALARIES, FRINGE BENEFITS, & INDIRECT COST					ADULT		DLW		ADMINISTRATION		NON-ADMINISTRATION	
Staff Salaries: Position Title	Salary Per Month	No. of Months	% of Time	TOTAL AMOUNT	%	Amount	%	Amount	%	Amount	%	Amount
TOTAL SALARIES				**$ 292,668.48**		**$ 258,291.70**		**$ 34,376.78**				**$ 292,668.48**
FRINGE BENEFITS:												
Health Insurance		X	17.38%	$ 50,866.40	88.72%	$ 45,126.75	11.28%	$ 5,739.65			100%	$ 50,866.40
FICA		X	7.65%	$ 22,389.14	88.72%	$ 19,862.80	11.28%	$ 2,526.34			100%	$ 22,389.14
Unemployment		X	1.72%	$ 5,033.90	88.72%	$ 4,465.88	11.28%	$ 568.01			100%	$ 5,033.90
Workers Comp		X	3.00%	$ 8,780.05	88.72%	$ 7,789.33	11.28%	$ 990.72			100%	$ 8,780.05
Retirement (403b Match)		X	1.95%	$ 5,707.04	88.72%	$ 5,063.07	11.28%	$ 643.97			100%	$ 5,707.04
TOTAL FRINGE BENEFITS				**$ 92,776.53**		**$ 82,307.82**		**$ 10,468.70**				**$ 92,776.53**
INDIRECT COST: RATE	**$ 673,120.86**	X	9.28%	**$ 62,465.62**	88.72%	**$ 55,417.13**	11.28%	**$ 7,048.49**			100%	**$ 62,465.62**
TOTAL COST				**$ 447,910.62**	88.72%	**$ 397,369.36**	11.28%	**$ 50,541.27**			100%	**$ 447,910.62**

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 DEVELOPMENT BOARD

WorkLink Workforce Development Area

COST AND PRICE ANALYSIS WORKSHEET

Service Provider: Eckerd Workforce Development Contract #: 16A295H2 & 16D295H2 Mod # original

Project/Activity: SC Works Adult-DW Services Fund Source: WIOA Adult & DLW Formula Funds

Categories & Line Items	Total Cost	ADULT	DLW	Non-Administration
OPERATING COSTS				
1.1 Facility Rent, Utilities, Maintenance, etc.	$ -	$ -	$ -	$ -
1.2 Staff Expendable Supplies & Materials	$ 4,200	$ 3,726	$ 474	$ 4,200
1.3 Program Outreach Expenses (Brochures, Flyers, etc.)	$ 960	$ 852	$ 108	$ 960
1.4 Copy & Print Expenses	$ 3,900	$ 3,460	$ 440	$ 3,900
1.5 Communications (Phone, Fax, Internet, etc.)	$ 7,361	$ 6,530	$ 831	$ 7,361
1.6 Staff Travel				
Local Mileage cost	$ 6,157	$ 5,462	$ 695	$ 6,157
Non-Local Mileage cost	$ 1,800	$ 1,597	$ 203	$ 1,800
Non-Local Per Diem/Lodging Cost	$ 3,000	$ 2,661	$ 339	$ 3,000
1.7 Staff Taining / Technical Services Costs (Conf, Training, etc.)	$ 4,380	$ 3,886	$ 494	$ 4,380
1.8 Non-Expendable Equipment Purchases (Computers, software, et				
Non-Expendable Equipment Purchases **(Computer Leases)**	$ 7,288	$ 6,466	$ 822	$ 7,288
Wide Area Network (WAN) Equipment and **Computer Software**	$ 6,480	$ 5,749	$ 731	$ 6,480
1.9 Postage (Stamps, FedEx, etc.)	$ 2,400	$ 2,129	$ 271	$ 2,400
TOTAL OPERATING COSTS	**$ 47,926**	**$ 42,518**	**$ 5,408**	**$ 47,926**
TRAINING COSTS				
2.1 WI Customer Supplies & Materials Costs	$ -	$ -	$ -	$ -
2.2 WI Customer Book Costs	$ -	$ -	$ -	$ -
2.3 WI Customer Credential Exam Fees (C.N.A., GED, TABE, WorkKeys,	$ 7,750	$ 6,876	$ 874	$ 7,750
WI Customer Individualized Training Costs				
2.5 Tuition Cost (Adult Education Skill Upgrade & GED)	$ -	$ -	$ -	$ -
2.6 Other Individualized Training Cost (TCTC Pre-Employment Work	$ -	$ -	$ -	$ -
2.6 Individual Training Account/Voucher Cost	$ 221,000	$ 196,063	$ 24,937	$ 221,000
2.8 WI Customer On-the-Job Training Costs				
Reimbursable Wages	$ -	$ -	$ -	$ -
TOTAL TRAINING COSTS	**$ 228,750**	**$ 202,938**	**$ 25,812**	**$ 228,750**
SUPPORTIVE SERVICES COSTS				
3.10 WI Customer Incentives (Youth Only)	$ -	$ -	$ -	$ -
3.11 WI Customer Transportation Costs	$ -	$ -	$ -	$ -
3.12 WI Customer Childcare Costs	$ -	$ -	$ -	$ -
3.14 Training Support Materials (Uniforms, Drug Screens, Background Checks,	$ 11,000	$ 9,759	$ 1,241	$ 11,000
3.13 WI Customer Emergency Assistance (Rent, Car Repair, etc.)	$ -	$ -	$ -	$ -
3.6 Laptop Incentive (Youth Only)	$ -			$ -
TOTAL SUPPORTIVE SERVICES COSTS	**$ 11,000**	**$ 9,759**	**$ 1,241**	**$ 11,000**
TRAINING/PROFESSIONAL FEES/PROFIT				
4.1 Profit (Professional Fee - 5%) Can be tied to Performance	$ -	$ -	$ -	$ -
4.2 General Liability Insurance	$ 4,414	$ -	$ -	$ 4,414
TOTAL FEES / PROFIT COSTS	**$ 4,414**	**$ -**	**$ -**	**$ 4,414**

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

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Development Area
CLIENT FLOW PROJECTIONS

Service Provider: Eckerd Workforce Development Contract #: 16A295H2 & 16D295H2

Project Activity: SC Works Adult-DW Services Fund Source: WIOA Adult & DLW Formula Funds

Mod#: original

Period	Clients Served			Clients Exited			Active Clients
	Carryover	New	Cumulative	Positive	Negative	Cumulative	
July-16	**185**	**18**	203	10	4	14	189
August-16	189	**18**	207	10	4	14	193
September-16	193	**18**	211	10	4	14	197
October-16	197	**18**	215	9	3	12	203
November-16	203	**18**	221	12	6	18	203
December-16	203	**18**	221	10	4	14	207
January-17	207	**18**	225	10	6	16	209
February-17	209	**18**	227	12	4	16	211
March-17	211	**18**	229	10	4	14	215
April-17	215	**18**	233	12	4	16	217
May-17	217	**18**	235	12	4	16	219
June-17	219	**18**	237	12	6	18	**219**

Estimated PY15 Carryovers	**185**	**216**
New PY16 WIA Enrollments	**216**	
Active Follow-up	**209**	
Total Served	**610**	
Estimated PY16 Carryovers	**219**	

Active Clients equal Cumulative Clients Served minus Cumulative Clients Exited

WORKFORCE DEVELOPMENT BOARD
WorkLink Workforce Development Area
BUDGET FLOW PROJECTIONS

Service Provider: Eckerd Workforce Development Contract #: 16A295H2 & 16D295H2

Project/Activity: SC Works Adult-DW Services Fund Source: WIOA Adult & DLW Formula Funds

Mod#: original

	Cumulative Expenditures					
Period	**Administration**	**%**	**Non-Administration**	**%**	**Totals**	**%**
July-16	$0.00	0%	$61,666.67	100%	$61,666.67	100%
August-16	$0.00	0%	$61,666.67	100%	$61,666.67	100%
September-16	$0.00	0%	$61,666.67	100%	$61,666.67	100%
October-16	$0.00	0%	$61,666.67	100%	$61,666.67	100%
November-16	$0.00	0%	$61,666.67	100%	$61,666.67	100%
December-16	$0.00	0%	$61,666.67	100%	$61,666.67	100%
January-17	$0.00	0%	$61,666.67	100%	$61,666.67	100%
February-17	$0.00	0%	$61,666.67	100%	$61,666.67	100%
March-17	$0.00	0%	$61,666.67	100%	$61,666.67	100%
April-17	$0.00	0%	$61,666.67	100%	$61,666.67	100%
May-17	$0.00	0%	$61,666.67	100%	$61,666.67	100%
June-17	$0.00	0%	$61,666.67	100%	$61,666.67	100%

Part II
Statement of Work

Eckerd Workforce Services
Operator
As authorized under Title I-B of the Workforce Innovation and Opportunity Act of 2014
Adult & Dislocated Worker Services
#16A995H2 & #16D995H2

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

1.0.0 HISTORY AND PREFACE

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

1.0.2 *WIOA Guiding Principles*

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

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

1.0.3 The Workforce Innovation and Opportunity Act of 2014 (WIOA) which supersedes the Workforce Investment Act of 1998 (WIA) presents an extraordinary opportunity to improve job and career options for our nation's workers and jobseekers through an integrated, job-driven public workforce system that

links diverse talent to businesses. It supports the development of strong, vibrant regional economies where businesses thrive and people want to live and work.

This revitalized workforce system will be characterized by three critical hallmarks of excellence:

a. **The Needs of Businesses and Workers Drive Workforce Solutions:** Businesses inform and guide the workforce system and access skilled talent as they shape regional workforce investments and build a pipeline of skilled workers. This engagement includes leadership in the workforce system and active participation in the development and provision of education and training, work-based learning, career pathways, and industry sector partnerships. Jobseekers and workers, including those individuals with barriers to employment, such as individuals with disabilities, as defined by WIOA, have the information and guidance to make informed decisions about training and careers, as well as access to the education, training and support services they need to compete in current and future labor markets.

b. **One-Stop Centers** (American Job Centers or AJCs, in South Carolina "SC Works Centers") **Provide Excellent Customer Service to Jobseekers, Workers and Employers and Focus on Continuous Improvement:** One-Stop Centers and partners provide jobseekers, including individuals with barriers to employment, such as individuals with disabilities, with the skills and credentials necessary to secure and advance in employment with family-sustaining wages. Additionally, AJCs enable employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce. Further, rigorous evaluations support continuous improvement of AJCs by identifying which strategies work better for different populations; states, local areas, and training providers remain accountable for performance; high-quality, integrated data informs policy maker, employer and jobseeker decision making; and training providers are accountable for performance using the data and evidence.

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

1.0.4 *Sector Partnerships*

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

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

1.0.5 *Career Pathways*

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

WIOA Sec. 3 (7) describes Career Pathway – The term "career pathway" means a combination of rigorous and high-quality education, training, and other services that:

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

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

- Adults
- Dislocated Workers
- Youth

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

1.0.8 Disclaimer: The WorkLink WDB anticipates Program Year 2015 and future extensions will be different from past years, as programs and services are re-designed with the expectation of WIOA beginning July 1, 2015. The grantee must be willing to creatively and quickly invent and implement new practices and processes, then evaluate and modify them as needed to best serve customers and to comply with new regulations and/or changes to available funds.

1.0.9 The grantee should be cognizant of pending workforce system changes due to the passage of WIOA legislation. Several recently published documents are guiding employment and training system

changes to begin implementation July 1, 2015. These documents can be located at www.doleta.gov/wioa.

2.0.0 OVERVIEW OF LOCAL WORKFORCE SYSTEM

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

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

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

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

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

(1) Provide applicable career services; and

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

(i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to the relative benefits;

(ii) Federal cost principles; and

(iii) Any local administrative cost requirements in the Federal law authorizing the partner's program. (This is further described in § 678.700). (WIOA sec. 121(b)(1)(A)(ii).)

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

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

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

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

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

2.1.0 **Vision Statement:**

2.1.1 To have a fully employed, skilled workforce.

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

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

2.1.4 Those who still cannot find a job, or who are not yet economically self-sufficient and meet eligibility criteria, may receive Training Services if the participant needs remedial and/or occupational skills in order to obtain employment. Under WIOA, priority of service is permanently in effect. Therefore, the following individuals will be served: those that are basic skills deficient, low-income, or public assistance recipients, as well as other locally and State defined priority populations. Eligibility Determination is completed prior to participants receiving any staff-assisted services. The Workforce Development Board has defined self-sufficiency as "household income 150% above the Lower Living Standard Income Level." Individuals who have been assessed in need of training and meet the eligibility/priority of service guidelines will be issued an Individual Training Account (ITA). All efforts for training and placement of participants should be made to with the self-sufficiency guidelines in mind. Participants make informed decisions after reviewing local Labor Market Information (LMI) and the Eligible Training Provider List (ETPL).

2.1.5 The purpose of the adult programs is to prepare people for the workplace. Programs will be evaluated based on performance measures negotiated with the State and with DOL. Adults and Dislocated Workers performance measures are entered employment, employment retention, median earnings, in-program skills gains, and credential attainment. Youth performance will include placement in employment or education, median earnings, attainment of a degree or certificate, and in-program skills

gains. Customer Satisfaction Surveys will be issued as part of the SC Works Certification Standards set forth by the State. Individuals and employers will be surveyed, and programs will be evaluated based on participant satisfaction measures.

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

2.2.0 **Adults and Dislocated Workers**

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

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

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

All WIOA and TAA participants approved to enter training must meet the Six Criteria of Training as outlined in the Trade Adjustment Act.

2.3.0 **Youth**

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

2.4.0 **TAA**

2.4.1 Trade Adjustment Assistance (TAA) and Reemployment Trade Adjustment Assistance (RTAA) help trade-affected workers who have lost their jobs as a result of increased imports or shifts in production out of the United States. Certified individuals may be eligible to receive one or more program benefits and services depending on what is needed to return them to employment. According to guidance from DOL (reference TEGL 5-00 under TAA), TAA and WIOA should be integrating services as closely as possible. Therefore, TAA eligible participants referred to WIOA should be co-enrolled if eligible and suitable for WIOA services. WIOA will provide services that TAA does not cover for co-enrolled participants.

2.5.0 **Co-Located Partners**

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

3.0.0 **ACTIVITY DEFINITIONS**

3.0.1 **SC Works Operator**

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

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

- Implement the system described in the MOU
- Achieve and are accountable for system outcomes, includes any performance of partners co-located in the Center
- Convene SC Works partners to continuously improve seamless service delivery
- Coordinate seamless service delivery between system sites, the full-service center and partners' programs
- Develop and maintain system technological links
- Seek to expand system partnerships and resources

- Oversee center operations and provision of services
- Implement the provision of career services and training services, including acting as point of access for Individual Training Accounts
- Coordinate customer access to SC Works partner programs and activities
- Ensure customer access to Wagner-Peyser services, including job search, placement, recruitment and other labor exchange services
- Additional responsibilities as required by the Board

3.1.0 **WIOA Career Services**

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

Career Services are described as:

- Eligibility Determination for funding and services
- Outreach, intake and orientation to the information and other services available through the SC Works Career Centers;
- Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;
- Job search and placement assistance and, in appropriate cases, career counseling, including information on in-demand industry sectors and occupations and nontraditional employment; appropriate recruitment and other business services on behalf of employers;
- Referrals to and coordination of activities with partner programs and services;
- Workforce and labor market employment statistics information, which includes job vacancy listings, job skills necessary for job openings; and information on local occupations in demand and the earnings, skill requirements and opportunities for advancement within those career pathways; and
- Performance information and program cost information on eligible providers of training;
- Information in formats that are usable by and understandable to customers regarding how the local area is performing on the local performance accountability measures;
- Information in formats that are usable by and understandable to customers relating to the availability of supportive services or assistance provided by partners;
- Referrals to supportive services or other needed assistance;
- Information and assistance regarding filing claims for unemployment assistance;
- Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs.

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

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include diagnostic testing and use of other assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals

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

3.2.0 **Training Services**

3.2.1 An individual may receive training services after an interview, evaluation, or assessment, and career planning if the one-stop operator or partner determines the individual is unlikely or unable, by only receiving career services, to retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment. Additionally, the one-stop operator or partner must also determine that the training the individual receives would result in employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment. The one-stop operator or partner must also determine that the individual has the skills and qualifications to successfully participate in and complete the training. Upon a determination that career services are unlikely to obtain these employment outcomes, the individual may be enrolled in training services. The individual should have the skills and qualifications needed to successfully participate in and complete the training services.

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

- follow the South Carolina Policy and Procedures for Implementation and Operation of a Workforce Development Voucher System or Individual Training Account (ITA) to ensure that the participant gets any recommended allowable occupational skills training including training for non-traditional employment; or
- enter the participant in a program that combines workplace training with related instruction; or
- enter the participant in skills upgrading or retraining; or
- enter the participant in an appropriate entrepreneurial training activity; or

- enter the participant in an appropriate job readiness training activity in combination with other training; or
- enter the participant in an appropriate adult education and/or literacy activity provided in combination with other training services; or
- enter the participant in customized training conducted with a commitment by an employer or group of employers to employ the individual upon successful completion of the training.

3.3.0 **Youth Services**

3.3.1 The purpose of the Youth Services program is:

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

3.3.2 Youth Services programs shall provide elements consisting of:

- Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies;
- Alternative secondary school services, as appropriate;
- Summer employment opportunities that are directly linked to academic and occupational learning;
- As appropriate, paid and unpaid work experience, including internships and job shadowing;
- Occupational skill training, as appropriate;
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and positive social behaviors during non-school hours, as appropriate;
- Supportive services;
- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
- Follow-up services for not less than 12 months after the completion of participation, as appropriate;
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate:
- Financial Literacy;
- Entrepreneurial skills training;
- Services that provide labor market and employment information in the local area;

- Activities that help youth transition to postsecondary education and training; and
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

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

3.4.1 WIOA distinguishes between two types of eligibility:

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

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

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

3.4.4 Family is defined as two or more persons related by blood, marriage, or decree of court that are living in a single residence, and are included in one or more of the following categories: (1) husband and wife; (2) husband wife and dependent child or; (3) parent or legal guardian and dependent children. Family income will be annualized by calculating income from the most recent six months and multiplying by two. The WIOA family income should be shown on the Financial Worksheet and the original copy should be in the participant's hard file. No cross outs or white out should be used on the document.

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

(i) receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;

(ii) is in a family with total family income that does not exceed the higher of—

(I) the poverty line; or

(II) 70 percent of the lower living standard income level;

(iii) is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));

(iv) receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);

(v) is a foster child on behalf of whom State or local government payments are made; or

(vi) is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

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

(A) who is a youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or

(B) who is a youth or adult, that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

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

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

(A) who is or has been subject to any stage of the criminal justice process, and for whom services under this Act may be beneficial; or

(B) who requires assistance in overcoming artificial barriers to employment.

4.0.0 SCOPE OF WORK

4.0.1 Grant Objectives

- *Partnerships* - Create and enhance a seamless system of partners among workforce development, economic development, business, and community agencies in order to meet the needs of employers and job seekers in the WorkLink region.
- *Employer and Jobseeker Services* - Deliver the full array of Workforce Innovation and Opportunity activities, including WIOA mandated and non-mandated partner organizations, services to all interested job seekers and employers in the Comprehensive and Satellite SC Works Center locations, SC Works Offsite, and Access Points (or other Board appointed locations).
- *Center Management* - Provide management and oversight of the partnership of agencies that comprise the SC Works Center system.

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

5.0.0 PARTNERSHIPS

Objective: Create a seamless system of partners among workforce development, economic development, business, and community agencies in order to meet the needs of employers and job seekers in the WorkLink region.

5.0.1 The Operator shall coordinate the SC Works services offered by the required and additional SC Works Partners according to the requirements of the Workforce Innovation and Opportunity Act and designated

in the WorkLink area Memorandum of Understanding (MOU). All Career Services provided shall be accessible at or through the comprehensive SC Works Center. Partners shall collaborate in order to deliver services in a timely, efficient way. Additional partners are encouraged by the WDB. At a minimum, all satellite sites will provide Wagner-Peyser and WIOA staff services in accordance with the hours set by the Board; other partners will have a presence as negotiated by the Operator or WorkLink staff. The SC Works Operator will ensure coverage of all SC Works Center locations, off-site services, and access points through coordination of staffing levels.

Required Partners (*denotes core partners) as authorized by WIOA include:

- WIOA Adult Program*
- WIOA Dislocated Worker Program*
- WIOA Youth Program*
- Wagner-Peyser Employment Services*
- Adult Education*
- Vocational Rehabilitation*
- Career and Technical Education (Perkins Act)
- Community service Block Grant
- Indian and Native American Programs
- HUD Employment and Training Programs
- Job Corps
- Local Veterans' Employment Representatives and Disabled Veterans' Outreach Program
- National Farmworker Jobs Program
- Senior Community Service Employment Program
- TANF (unless otherwise waived by Governor)
- Trade Adjustment Assistance Programs
- Unemployment Compensation Programs
- YouthBuild

Additional SC Works Partners are organizations who voluntarily involve their services in the SC Works System. Potential Partners listed in the Act include:

- Social Security Employment and training programs, e.g. Ticket to Work
- Supplemental Nutrition Assistance Program (SNAP)
- Vocational Rehabilitation Client Assistance Program
- National and Community Service Act programs
- Other federal, state, or local employment, education, or training programs, including those provided by libraries

Additional potential Partners may be included in the Memorandum of Understanding.

5.0.2 The Memorandum of Understanding (MOU) will consist of three parts:

a. *MOU* - Umbrella agreement of all partners detailing how the SC Works System will operate.
b. *Resource Sharing Agreements* (RSA) – individual partner agreements that detail monetary and/or in-kind contributions, reimbursement processes, goals to accomplish as a partner in the SC Works system, and referral information.

c. *Cost Allocation Plan* (CAP) – overall budget of operating the SC Work Center(s), including a break down by partner and fair share percentage; methodology of how fair share is calculated shall be included.

5.0.3 The SC Works Operator will work with WorkLink WDB staff to execute the full MOU and the components of the MOU.

a. *SC Works Operator* - Current Resource Sharing Agreements end on June 30, 2016. The SC Works Center Operator is responsible for negotiating and executing the Resource Sharing Agreements for partners that will be contributing only in-kind resources by no later than September 30, 2016.
b. *WorkLink staff* – WorkLink staff shall finalize the cost allocation plan and will work with the SC Works Operator to write and execute the resource sharing agreements that have monetary contributions. WorkLink staff will take the finalized MOU to local elected officials for signature.

5.0.4 The SC Works Operator shall be expected to negotiate with the partners and maintain the resource sharing agreements in these efforts. The SC Works Operator will collaborate with WIB staff to finalize the MOU for the local elected officials and the cost allocation plan with partners each year.

Each resource sharing agreement shall detail the following:

1. Services provided and coordinated through the SC Works System
2. Funding of shared services and infrastructure costs
3. Referral methods between partners and SC Works operators

Partners will make a commitment to support the following:

- A strong entrepreneurial approach designed to serve the customer, simplifying bureaucratic systems;
- Bringing funded or in-kind resources;
- Providing staff to be supervised (functionally) by the managing entity, or providing electronic linkage in lieu of a staff presence (see attachment V – Functional Supervision);
- Sharing in the cost of Center operations;
- Actively participating in the governance of the Center; and
- Supporting the Center's mission, goals and business plan

5.0.5 Quarterly partner meetings shall be held to encourage communication among partners, leveraging of resources, to discuss effectiveness of the SC Works Centers, goal attainment progress, and to create strategies to more effectively serve the customer. Partner meetings can be held individually; however, full partner meetings should be convened no less than quarterly. Minutes shall be recorded and forwarded to WDB staff. Partners should share performance goals and how they are performing.

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

5.1.0 *Additional Operator Activities*

5.1.1 Support special grant funded programs and provide program support to non-WIOA funded workforce

grant services and projects as directed or as approved by WorkLink.

6.0.0 EMPLOYER AND JOBSEEKER SERVICES

Objective - Deliver the full array of Workforce Innovation and Opportunity activities, including WIOA mandated and non-mandated partner organizations, services to all interested job seekers and employers in the Comprehensive and Satellite SC Works Center locations, SC Works events hosted off-site, and Access Points (or other Board appointed locations).

6.0.1 Services To Be Provided To Employers

6.0.2 All WorkLink SC Works Centers shall offer a broad range of integrated services that are provided free-of-charge to all employers to support economic and workforce development efforts. The Operator shall be responsible for coordinating with Partners the following employer services:

- Interview facilities at the Site;
- Access to labor market and related information through SC Works Online System (SCWOS);
- State and/or federally generated information on the ADA;
- Information regarding workplace accommodations for persons with disabilities;
- Information and referral to business start-up, retention and expansion services;
- Information and referral to sources for developing customized training programs;
- Information on career preparation activities;
- Information on Trade Adjustment Act (TAA) and certification;
- Information about incentives such as OJT programs, based on worker eligibility;
- State and/or federally generated information on tax credits for new hires;
- State and/or federal program information on Federal bonding;
- Access to information and services through the Center and online;
- Access to media to address the employment and training needs of businesses; and
- Avenues to place job openings as well as access to https://jobs.scworks.org

6.0.3 All SC Works Center staff shall work with the SC Works Operator to ensure that the preceding employer services are offered through the network of WorkLink SC Works Centers. Each SC Works Center employee (regardless of funding) shall represent the SC Works System.

6.0.4 Additional comprehensive and higher level services to employers and businesses shall be provided by Comprehensive SC Works Centers. These services shall include:

- Referrals of well-qualified SC Works customers including all served populations;
- Staff-assisted employee pre-screening;
- Basic job matching of résumés and applications;
- Preliminary basic skills and other assessments;
- Industry specific job fairs;
- Positive recruitments;
- Relevant business seminars and information sessions;
- Job developer referrals and workshops; and
- Other WDB approved business services.

6.0.5 Comprehensive SC Works Center shall be expected to offer customized and innovative Business Services (if approved by the WorkLink WDB), which may be offered for a fee. Services that may be offered may include:

- Employee background checks;
- Applicant pre-interview;
- Screening, drug testing;
- In-depth assessment and testing of potential candidates;
- Locate and procure sites for the interviewing process;
- Business-specific job fairs; and
- Outreach and marketing services to small businesses and entrepreneurs.

6.0.6 The WorkLink WDB must approve all fee-based services prior to implementation. All revenue generated from fee-based services must be handled in accordance with the Workforce Innovation and Opportunity Act. The Operator may not charge for services already funded by the Workforce Innovation and Opportunity Act.

6.0.7 The Operator 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 business services staff shall use one database (agreed upon by the business service team members and the WorkLink WDB) to record and communicate employer contacts and interactions as a region-wide business services team.

6.0.9 The Operator is responsible for working with the Business Services team in order to achieve employer satisfaction performance measures set forth by DOL.

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 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 Comprehensive and Satellite SC Works Centers have been set by the WorkLink WDB and are as follows:

Clemson SC Works Center - Monday through Friday from 8:30am-5:00pm
Anderson SC Works Center – Monday through Friday from 8:30am-12:00pm, 1:00pm-5:00pm
Easley SC Works Center – Monday through Tuesday from 8:30am-12:00pm, 1:00pm-5:00pm
Seneca SC Works Center – Monday through Friday, 8:30am-1:00pm, 2:00pm-5:00pm

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

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 WDB staff for informational purposes. The Operator may choose to have staff work on dates that the Center is closed to the public. Working holidays for WIOA-funded (or partner staff) should be noted on the Office Closed/Holiday Schedule.

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 WIOA-enrolled clients. Therefore, each SC Works Center site must have a self-serve resource area or "resource room" that offers the following services to customers:

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

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. The Operator shall establish and maintain a Limited English Proficiency Plan, including services for individuals with a hearing impairment. The Operator is required to train all staff on how to use the Limited English Proficiency plan.

6.2.13 The Operator shall establish a staffing plan for each SC Works Center resource room to provide labor market and job search information, to answer questions, and provide assistance in operating equipment and software in the resource room. Partner staff may, 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.) All staff assigned to the resource room must be trained to provide job seeker services and technical assistance on the equipment.

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 WIOA program. Each customer should receive an orientation of available services, including all partner services and any other pertinent resources to ensure successful return to employment. Orientations can be conducted in individual or group settings, depending on demand and the need for center efficiency. Group orientations may be center or program specific and shall be included in a master calendar and published on a monthly basis.

6.2.18 The Operator is responsible for ensuring that all program services 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 soft skills workshops in the SC Works. Soft Skills workshops are available to the public without registration in SCWOS. Attendance should be taken in the workshops.

6.2.22 The SC Works Centers shall offer a wide range of informational workshops to both universal access customers and registered WIOA customers. Workshops shall be offered on a regular basis throughout the month. A monthly calendar shall be published in the Resource Room and circulated in the community. A minimum of eight (8) workshops should be scheduled during the month, one (1) of which must be financial in nature. The Operator shall coordinate additional workshops if demand warrants it. This calendar of events is due no later than the 12th of the preceding month.

6.2.23 The Operator 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 WIOA program. The Operator is 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.

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 established On-the-Go services available to the community on an as needed basis. The term On-the-Go can be used for any event (not a permanent location) hosted by the SC Works Centers in which job seekers are given information and access to services.

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 WDB 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 WDB.

6.3.8 The Operator shall, with the WDB staff, determine maintenance and replacement of equipment associated with the Centers and the Access Points.

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 WDB staff in the development and implementation of all operational activities directly related to the SC Works Comprehensive and Satellite Center services. The Operator, or designee, shall work closely with WDB staff in determining overall direction for the SC Works Centers and serving business customers.

6.5.0 Functional Supervision

6.5.1 The Operator shall appoint a center manager(s) (if different from the Operator) for the SC Works Center locations. The Operator shall define the workforce center manager's responsibilities in conjunction with all partners. Must meet WorkLink WDB approval.

6.5.2 The Operator shall functionally supervise all partner staff co-located in the SC Works Centers. The Operator shall maintain a close, collaborative relationship with the DEW Regional Manager.

6.6.0 OneStop Certification

6.6.1 The Operator shall complete the certification of all SC Works Centers in the WorkLink region, and maintain those standards while striving for continuous improvement. The Operator shall provide status updates on a quarterly basis. Certification should be achieved no later than the time specified in the relevant State instruction letters.

6.6.2 The Operator shall notify the WDB when the application for OneStop Certification is ready to be submitted to the State for review. WorkLink Staff will review the application prior to submission to the State.

6.7.0 SC Works Center Business (Operational) Plan

6.7.1 The Operator shall write a Business (Operational) Plan as required by OneStop Certification Standards for the SC Works Center, and update annually. The SC Works Center Business Plans shall set forth the operations of each SC Works Center and Access Points. An anticipated SC Works Center budget (Cost Allocation Plan) must be included in the Business Plan. The WorkLink WDB must approve the SC Works Center Business Plan prior to implementation.

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 (Operational) Plan that the WDB and the Partners endorse. These goals and reporting requirements should be included in the MOU and the Resource Sharing Agreements.

6.7.3 The Operator shall evaluate internal and external performance and quality measures and make necessary corrections to the Business (Operational) Plan, Center workloads, and Access Points.

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 insure timely, efficient customer-service delivery standards. The Operator shall coordinate services and events in the Center, including partner space, workshops and hiring events, tailored to meet partner, employer and job seeker needs.

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 Career Services, Individualized Career 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 WIOA 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, WDB staff, system partners, the business community and WIOA partners, the Operator shall coordinate the development of marketing strategies for the SC Works Centers to ensure effective outreach and communication for recruiting of target populations.

6.11.2 The Operator shall use all mandated brochures developed by the WDB or the State. The Operator will be responsible for developing a marketing plan that shall include development of brochures (in addition to, but not duplicative of WDB or State mandated brochures), Power Point presentations, community based print and radio ads, and if appropriate, website information detailing business offerings and an overall strategy for announcing the resources of the WorkLink WDB SC Works System. All materials produced and published must be approved and shared with the WDB staff.

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 WDB 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 grantee shall participate in Workforce Development Related activities in the community. The grantee shall re-present the SC Works System in the community through local business and industry groups, community and civic organizations, such as SHRM, Rotary clubs, Chambers of Commerce, etc. The Operator shall make presenting to partners and organizations a priority. A synopsis of events attended and/or presented at should be provided to the WDB on the 12th of each month.

6.11.5 WIOA consistently emphasizes the need for services targeted to persons with disabilities and individuals with barriers to employment, including individuals who receive public assistance or are

otherwise low income and/or basic skills deficient. Outreach, marketing efforts, and services shall include efforts to encourage the use of the SC Works system to groups that need employment and training services to become more skilled and employable in the path to financial self-sufficiency.

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

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

6.11.4 Printed material and other written information at the Center must be language accessible for WorkLink's diverse population of jobseekers. Whenever feasible, language barriers should be removed so that all visitors to the Center feel welcome and can benefit from the experience. All outreach materials should be available in English and Spanish.

6.12.0 Other

6.12.1 *Monitoring*

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

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

6.12.4 Per the WIA Terms and Conditions (attachment III of this grant), the Grantee is responsible for monitoring and reporting on all sub-contractors annually. The Grantee shall monitor any approved sub-

contracts annually and submit sub-contractor monitoring reports to the WDB by the end of the third quarter of the program year.

6.12.5 *Board Meeting Attendance Requirements*

6.12.6 A member of the Grantee's Management staff shall be present at all WDB 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 one 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 WDB Staff.

6.12.8 The Grantee shall be present at all of the OneStop Operation Committees (sub-committees of the WorkLink WDB) meetings, and prepared to present at each meeting regarding status of grant activities. Handouts must be submitted to WDB staff for review prior to the meeting.

6.12.9 *Communication*

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

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

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

6.12.13 The Operator shall coordinate with the WIOA Program Management grantee to insure appropriate linkages and support are available for the success of the WIOA program.

7.0.1 **DATABASE MANAGEMENT INFORMATION SYSTEM**

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

a. SCWOS Individual User Guide
b. SCWOS Staff User Guide
c. WorkLink Employment and Training Instruction Letters

7.0.3 In order to protect records stored in the SCWOS system, Grantee staff shall not auto save usernames or passwords in the SCWOS system. The SCWOS system is the official reporting system for the State to Department of Labor and contains confidential information. All sensitive information like Social

Security Numbers, Account numbers, etc. shall be marked out in all records unless for the sole purpose of employment.

7.0.4 The document scanning capabilities in SCWOS are now available. The Grantee should begin to upload appropriate documents into SCWOS. The following are guidelines on what to scan into SCWOS:

- All documents related to WIOA eligibility
- Any documents related to data validation
- Copies of diplomas, degrees, certificates, etc.

The following are guidelines on what NOT to scan into SCWOS:

- Documents containing social security numbers (unless they are redacted or blacked out)
- Medical and disability related documentation, or criminal records, as this would be a violation of medical or other privacy laws
- Documents that may be found elsewhere in the system such as resumes, printed case notes, etc.
- Documents that are not necessary for case management – personal notes, letters, etc.

7.0.5 The Grantee should maintain and be knowledgeable of all active WorkLink WIOA/SCWOS Instruction Letters.

8.0.0 **PERFORMANCE STANDARDS**

8.0.1 SC Works Center Coordination Deliverables:

- OneStop Certification of all Centers
- Executed Resource Sharing Agreements, includes timely, quarterly reconciliation
- Business Plans for each Center (or one Business Plan for the region with subsections for each Center)
- At a minimum, meets all performance measures (WIOA measures, Business Plan, WIB goals, customer satisfaction, etc.)
- Ongoing, executed Staff Development and Training plan for all SC Works Center staff, includes partners
- Maintain (and expand if necessary) Access Points service locations
- Coordinate all services in the SC Works Center services and programs
- Ongoing participation in workforce development related community events
- Ongoing collaboration and information sharing with the WIB staff
- Workshop schedules on a monthly basis
- Partner coverage for resource rooms
- Up-to-date and executed Outreach plan for the SC Works Centers
- Promotion of WorkKeys in the community
- Expend a minimum of 90% of total grant
- Other goals that support the Scope of Work outlined in this RFP

8.0.2 **The Number of Participants to be Served by the WIOA Program Grantee**

Category	New Enrollments
Adults	192
Dislocated Workers	24
Total	216

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

Adult Program:	Anderson County	46%
	Oconee County	21%
	Pickens County	33%
Dislocated Worker Program:	Anderson County	46%
	Oconee County	21%
	Pickens County	33%

8.1.1 **Performance Measures**

8.1.2 All WIA and WIOA funding is partially based on achieving Department of Labor's performance measures regarding employment and training.

With the transition between the Workforce Investment Act (WIA) and WIOA occurring between PY14 and PY16, the proposer should take into account that for PY15 the Program Management grantee will be subject to the WIA common measures through June 30, 2016. Those measures are as follows:

- **Entered Employment** - To increase employment, as measured by entry into unsubsidized employment (1st quarter after exit);
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (2nd and 3rd quarter after exit); and
- **Average Earnings** - To increase earnings received in unsubsidized employment (average of 2nd and 3rd quarter after exit).

However, the Program Management Grantee will also need to take into account that WIOA performance measures (set to take effect on July 1, 2016) may be based on data regarding exiters from the WIA program for the previous two years (beginning July 1, 2014), unless otherwise waived by DOL. The successful bidder will be responsible for the follow-up and performance measures data for both WIA and WIOA measures and should be prepared to track the data for both sets of measures.

The WIOA performance measures with noted changes are described below:

- **Employment** - To increase employment, as measured by entry into unsubsidized employment (2nd quarter after exit);
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (4th quarter after exit); and
- **Median Earnings** - To increase earnings received in unsubsidized employment (median of 2nd quarter wages after exit).

- **Credential Rate** – To increase credentials or diplomas obtained during or immediately after program exit.
    - *Definition:* Percentage of participants who obtain a recognized post-secondary credential or diploma during participation or within 1 year after program exit.
- **In-Program Skills Gain** – To increase the skills obtained through education leading to a credential or employment during the program year.
    - *Definition:* Percentage of participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real-time.
- **Employer Services** – To indicate effectiveness in serving employers.
    - Number and definitions are pending and will be effective July 1, 2016.

The Program Management Grantee will be responsible for meeting all performance measures as laid out by DOL. In the event that the State and/or the WorkLink WIB sets additional goals to indicate the success of the system or centers, the Operator and the Program Management grantee will also be required to meet those goals and/or measures as well. The Operator and Program Management grantee will be responsible for all performance data regardless of provider. If requested (and in the event that there are multiple providers), data can be broken down by service provider.

8.1.3 The Grantee shall be required to achieve performance goals negotiated between the South Carolina Department of Employment and Workforce and Department of Labor and the WorkLink Workforce Development Area.

<u>The below performance measures are for PY'15. These performance measures will be updated as soon as PY16 performance measures are negotiated and finalized.</u>

Adults:	Entered Employment	69.1%
	Employment Retention	88.8%
	Average Six-month Earnings	$11,538
Dislocated Worker:	Entered Employment Rate	76.4%
	Retention Rate	93.3%
	Average Six-month Earnings	$15,532

8.1.4 In addition to these measures (and pending WIOA measures), the WorkLink Workforce Investment Board requires that the Grantee maintain a minimum overall "Satisfactory" customer service satisfaction rating from job seekers and employers.

8.1.5 Employment goals are measured using Unemployment Insurance Wage Records systems, and customer satisfaction goals are measured by sampling. The State is currently managing all data collection regarding employment goals and customer service (job seeker and employer) satisfaction. The Contractor will be responsible for capturing all credentials and entering them into SCWOS as well as all In-program skills gains. The Contractor will be required to provide follow-up services to WIA and WIOA participants for all four quarters.

9.0.0 **REPORTING**

9.0.1 Monthly and Quarterly Reports: Routine monthly and quarterly written reports shall be due by the tenth (10th) calendar day of the month following the month being reported on.

9.0.2 The Grantee shall submit the following reports to the Workforce Development Board staff:
Must be available upon request:

a) Customer Service Satisfaction Report (includes Resource Room, staff, workshops and SC Works Offsite activities);
b) Resource Room schedules;
c) Partner Schedules;
d) Current inventory log;

Due by the end of the 10th day of each month:

e) SC Works Center Usage Report – to include customers served (unduplicated and duplicated); job development attempts; entered employments; activities provided; etc.
f) SC Works Coordination Report – to include activities such as Rapid Response and TAA activities, community events, SC Works Offsite activities, Outreach initiatives, staff training and development synopsis, and other topics of note;
g) Workshop calendar (calendar should be reported by no later than the 10th day of the preceding month);
h) WorkKeys Testing Documentation;
i) Financial Reports;

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

j) Sub-Grantee Monitoring Reports (at the end of the 3rd Quarter only)
k) Partner Meeting Minutes (including Consortium)
l) Three (3) success stories;
m) Complaint log; and
n) Performance Matrix

9.0.3 The Grantee shall keep accurate records, for the purposes of regional strategic planning, of all WorkKeys® activities including WIOA 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. If WorkKeys testing is performed off-site by another WorkKeys provider, the Service Provider must be able to track and report on scores either by individual WIOA customer or by aggregate data.

9.1.0 **Financial Reports**

9.1.1 Financial reports will be prepared and submitted to the WDB Office by the 10th day of the following month. Financial Reports include:

- Monthly request for payment
- Payroll Register
- Supportive Services Check Register

- General Ledger
- YTD Expenditure Reports
- FSR-S
- Contract Obligations by Fund Stream
- ITA Obligations (and encumbrances) by Fund Stream and by Program Year

9.1.2 The financial report will be put in the drop box or emailed to: jkelly@worklinkweb.com.

9.1.3 Reimbursements should not exceed the Spending Plan (by line item) that is a part of this agreement. This is by line item of the budget, not the invoice. If funds in excess of the plan are requested a detailed explanation must accompany the request.

9.1.4 The Grantee must expend 90% of the Grant funds in this grant budget by June 30, 2017. Performance shall be based on ability to expend funds in a timely manner, and on the accuracy of financial records and reporting.

9.1.5 The Grantee may request budget changes from WorkLink in order to meet the needs of the customer. No changes may be made to the budgets, client flow, or client projections without prior approval from the WDB. Grant modification requests will be accepted between October 1 and March 31. Requests for modifications must be made in writing at least 2 weeks prior to the next scheduled OneStop Operations Committee. Requests must be submitted on the forms provided to you by WDB staff.

9.1.6 The Grantee shall follow generally accepted accounting principles, guidance provided by Department of Labor, the State of South Carolina, the WorkLink Workforce Development Board, and the Appalachian Council of Governments, regarding Workforce Innovation and Opportunity Act funds.

9.1.7 Accurate, current and complete disclosure of the financial results of WIOA grant activities must be made in accordance with SCDEW grant reporting requirements. This means that the allowable costs reported to the State and to the local WDB must be traceable to accounting records. In addition, all allowable costs and activities must be reported, and the reports must be submitted in the format specified by SCDEW Finance. For WIOA grants, the LWIOA must report expenditures and obligations on a monthly basis for each open grant. The Project Accountant will maintain an in-house methodology for tracking obligations and expenditures. This information and reports will be made available upon request.

9.1.8 The Grantee shall report monthly using the Individual Training Account (ITA) database, expenditure report, and invoices by no later than the 10th day of the month. Obligations and accruals are not the same thing. The Grantee shall report obligations by fund stream and program year that are supported by ITAs, valid purchase orders, grants, and other written agreements.

9.1.9 The Grantee will track ITA obligations and expenditures using an in-house developed methodology. The ITA tracking should be updated to reflect obligations, de-obligations, encumbrances, and expenditures. This system should reflect real-time data; therefore, it is expected that updates to ITAs be entered into within 2 business days of the date of the signed ITA. A report should be available to the Program Director upon request.

9.1.10 Financial closeouts will be due to the WorkLink WDB staff by August 10, 2017. The Closeout Package will include the following documents: Grantee's Release Form, Grant Award Adjustment Form, Financial Status Report (FSR), Outstanding Accruals Register, and Property Control Record Form.

9.1.11 Invoices for reimbursements will not be processed if monthly financial reports are delinquent. All invoices and appropriate reports shall be emailed to the WorkLink address no later than the 10th of each month.

9.1.12 Any incentive/bonus wages set-aside in the associated grant budget worksheet(s) shall be distributed to WIOA-funded staff as a one-time salary increase (also known as a bonus or an incentive) for reaching internally set performance goals associated with the grant. All one-time salary increases should be issued prior to the end of the grant period. Any funds not expended for this purpose will be returned to the WDB. The methodology and documentation for determining the performance goals, amount of funds to be awarded, and which staff are eligible to receive the one-time salary increase shall be available for monitors review at any time prior to or after the distribution of the bonus.

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

10.0.0 **DISALLOWED COSTS**

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

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

10.0.3 WIOA funded staff may need to participate in activities of the employing agency such as staff meetings. However, participating in activities not specifically mentioned in this grant or in the interest of WIOA, SC Works, or the Workforce Development Board may be considered disallowed costs.

11.0.0 **PROCUREMENT/UTILIZATION OF PROPERTY**

11.0.1 The Grantee is held accountable for any WIOA property/equipment shown on the property inventory for the SC Works sites and will adhere to the Property Procurement rules as established by the SC Appalachian Council of Governments. All purchases will be made in accordance with procedures outlined in the Property Procurement Handbook.

11.0.2 Property and/or equipment will be inventoried at least yearly and a copy of the inventory sent to the WDB office. WDB staff will include inventory monitoring in their monitoring visit at least yearly.

Property control records must contain the following fields per 29 CFR 97.32 Equipment (d) (1), "Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property."

11.0.3 **The Local Workforce Development Areas (LWDAs) receive a small percentage of their total Adult and Dislocated Worker allocations at the beginning of the program year. The remaining amount becomes available on October 1. No large expenditures, other than training related costs, will be approved prior to October 1. No salary increases will be approved until after the WorkLink WDB receives it's Notice of Funds Available (NFA) for the yearly allotment (typically occurs around October 1).**

11.0.4 All equipment is intended for the purpose of providing WIOA services. All equipment purchased with WIOA dollars is to only be used for WIOA services unless given written permission by the Program Director for rapid response.

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

12.0.0 **ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES**

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

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

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

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

12.0.5 The Grantee promises and attests that the Grantee and any members of its staff and governing body shall avoid any actual or potential conflicts of interest.

12.0.6 The Grantee agrees to comply and to require its officers, employees and agents to comply with all applicable WorkLink, Department of Employment and Workforce, WIOA Division, or United States

Department of Labor statutes or regulations regarding confidentiality in the operation of WIOA funded programs.

12.0.7 The Grantee shall not enter into sub-grants for any work contemplated under this Grant and shall not assign this Grant or monies without the prior written consent of the WorkLink Executive Director or designee.

12.1.0 **Grantee Central Files**

12.1.1 At a minimum, the following documents will be maintained in the Grantee's central files and will be available for on-site monitoring purposes:

- Grant;
- Copy of Act and Applicable Federal Regulations;
- Staff Job Descriptions;
- Staff Time and Attendance to include annual leave hours, sick leave hours, and holiday hours. Time and Attendance must be kept using assigned Project Codes by function in order to trace activities by funding streams (these documents must be available to the monitors but may be kept in another location);
- Financial Procedures (these documents must be available to the monitors but may be kept in another location);
- Property-Procurement Procedures;
- Workforce Development Area Instruction Letters;
- Financial Reports and Back-up Documentation (these documents must be available to the monitors but may be kept in another location);
- Copy of approved "out of area" travel requests (these documents must be available to the monitors but may be kept in another location);
- Monitoring Report and Replies; and
- Log of Complaints.

12.2.0 **Staffing**

12.2.1 The authorized permanent personnel funded by this agreement are reflected in the budget. Job descriptions will be maintained for each position. Only staff listed in the budget may be paid utilizing funds from this grant. Staff funded with WIOA funds may only perform WIOA duties when they are charging to WIOA on their time sheets. Timesheets shall be made available to WDB staff during monitoring. The WorkLink WDB reserves the right to provide input into hiring and termination of WIOA-funded staff.

12.2.2 The Grantee will submit to WDB staff in writing the following items:

1. The names of New WIOA hires or resignations/terminations for any reason;
2. SCWOS Staff-account activations, changes (within 2 days of hire or change), and deactivations (within 24 hours);
3. A Technical Assistance request for SCWOS Training and WIOA Orientation from WDB; and

4. A request to meet WDB staff.

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

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

12.2.5 Travel outside of the WorkLink region requires written Executive Director approval prior to the expenditure of WIOA funds.

12.2.6 For Rapid Response purposes, schedules will remain flexible to accommodate individuals affected by plant closings or personnel vacancies or program design; staff will lend support in other counties within the region.

12.2.7 To comply with the nondiscrimination provisions in Section 188 of the Workforce Innovation and Opportunity Act, to serve customers who speak English as a Second Language or individuals who may be hearing impaired, the Grantee will secure through either a Grant agreement or a voluntary arrangement, an interpreter(s) to effectively communicate with and serve this segment of the population. English and Spanish must be available. The Grantee will take every possible measure to serve persons with disabilities.

12.2.8 The Grantee shall provide ongoing training to Workforce Innovation and Opportunity Act funded staff on aspects of the American with Disabilities Act and training on meeting their accommodation needs and effectively communicating with individuals with disabilities.

12.2.9 The Workforce Innovation and Opportunity Act is an Equal Opportunity Program. Accommodations will be made for individuals with disabilities.

12.2.10 With the increased emphasis on customer satisfaction under the Workforce Innovation and Opportunity Act and the SC Works Certification Standards, the Grantee will conduct on-going customer service training with staff and other partner staff. Workforce Center staff will participate in any training provided by the WorkLink WDB.

12.2.11 Staff should not be absent from the SC Works without adequate coverage.

12.3.0 **Monitoring**

12.3.1 On-site programmatic, Equal Opportunity, and financial monitoring will be completed at least once during the period of this agreement. WDB staff is available upon request to the SC Works site for technical assistance and training. Submit a Technical Assistance form for any requested training. All new staff should be trained on SCWOS before utilizing the system.

12.4.0 **Record Keeping Requirements**

12.4.1 Records will be maintained per Section 185 of the Workforce Innovation and Opportunity Act of 2014.

12.4.2 The Grantee should follow the procedures set forth in the File Retention and Records Keeping policy for file management and storage.

12.4.3 *Time Keeping Requirements for WIOA Grantee Staff and WIOA Participants*

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

12.4.5 *WIOA Grantee Staff*

12.4.6 Record of WIOA staff member hours of annual leave, sick leave, and holiday will be maintained. The records must be signed by the staff member and his/her supervisor and maintained in a central file. The Grantee will be responsible for paying out any leave at the termination of this grant.

12.4.7 *WIOA/TAA Participants*

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

12.5.0 **Payments to WIOA Participants**

12.5.1 WIOA participants may be eligible to receive supportive services payments and/or needs-based payments. The grantee shall make these payments directly to WIOA participants when applicable. The grantee shall also make sure that there are checks and balances between the maintenance of time sheets or other source documents and the cutting and disbursement of the checks to participants. Failure to fully document the basis for issuing any of the aforementioned payments to participants may result in disallowed costs. The grantee shall reimburse disallowed costs to the WorkLink Workforce Development Area from non-WIOA fund sources.

12.6.0 **Insurance for WIOA Participants**

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

12.6.2 *Classroom Training and Customized Training*

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

12.6.4 WIOA grantees using motor vehicles in conducting services shall provide automobile insurance that clearly specifies that the WorkLink WDB, SC Appalachian Council of Governments and/or staff are held harmless against claims arising from ownership, maintenance, or use of said vehicle.

12.7.0 **Recouping of Non-Expendable Training Equipment**

12.7.1 The Grantee shall establish an in-house policy and procedure for recouping non-expendable training equipment (items designed to last more than one year) when a WIOA participant concludes early. The policy should be submitted for review by WorkLink.

13.0.0 **SANCTIONS**

13.0.1 The WorkLink Workforce Development Board may impose sanctions on the grantee when continued non-compliance with this Grant agreement, other policy and procedures of the Board, the Act and/or its regulations exists, or failure to meet DOL, State, and WorkLink performance measures. Reference Local WIOA Instruction Letter PY'09-04 Sanctions and Rewards Policy.

13.0.2 After each quarter, WorkLink staff will evaluate, if for three consecutive months the actual vs. planned, fails to meet the 90% of the planned goal, WorkLink may issue sanctions.

14.0.0 **PROGRAM OVERSIGHT**

14.0.1 The Grantee acknowledges the right and responsibility of the WorkLink Workforce Development Board, the SC Department of Employment and Workforce, and the US Department of Labor and/or their representatives under the provisions of the WIOA to conduct program oversight or monitoring on an announced and/or unannounced basis. The grantee shall further assist in a cooperative manner, the agents, or representatives of the aforementioned entities when conducting on-site monitoring or audits of WIOA funded program activities.

15.0.0 **WIA TERMS AND CONDITIONS**

15.0.1 The terms and conditions for this grant are attached. The Grantee will adhere to all areas listed in the WIA Terms and Conditions. The State has not issued WIOA Terms and Conditions at this time. The Grantee shall follow the WIA Terms and Conditions until otherwise notified.

16.0.0 **GRANT MODIFICATION**

16.0.1 Any change in this Grant or documents a part hereof, can be changed only by means of an official modification of this Grant.

16.0.2 The amount of this Grant may be increased with the approval of both parties, if the Workforce Development Area has funds available, and it is determined by the Workforce Development Board to be in the best interest of the Workforce Development Area to increase the amount of the Grant. Modifications shall not be processed without a cost price analysis and updated budget summary, budget detail sheets, and client and budget flow sheets accompanying the request for modification. All modification requests to this grant should be submitted to WorkLink prior to April 1, 2017.

17.0.0 GRANT CLOSEOUT

17.0.1 Grants will be closed-out by August 10th following the end of the program year. All invoices for payment of expenditures must be submitted prior to or enclosed with the closeout package. Invoices submitted after the grant closeout will not be paid. A copy of the closeout packet may be requested from WDB staff.

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

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

a. 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.

18.0.2 This program is subject to the provisions of the "Jobs for Veterans Act," Public Law 107-288 and 20 CFR Part 1010 (Final Rule) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

18.0.3 The grantee is required to use e-verify to determine each hire's eligibility to work in the United States. The Grantee will be responsible for any disallowed cost in the event that an employee is found to not be eligible to work in the United States.

18.0.4 *Regulations and Requirements*

A number of changes to the federal OMB circulars took place on December 19, 2014. New Uniform guidance was issued in 2 CFR Part 200 and 2 CFR Part 2900. The Employment and Training Administration issued TEGL 15-14 that gives guidance on this reform. In summary, 2 CFR 200 and 2 CFR 2900 replaces the following: A-103 & A-89, A-87, A-133 & A-50, A-110, A-21, A-110 and A-122.

The recipient/sub-recipient/sub-contractor must comply with the following federal regulations and requirements:

i. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
ii. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
iii. 2 CFR 200 Uniform administrative requirements, cost principles, and audit requirements for federal awards
iv. 48 CFR Part 31 (applies to commercial organizations);
v. 29 CFR Part 95 which codifies OMB A-122;
vi. 29 CFR Part 97 which codifies OMB A-87;
vii. Section 504 of the Rehabilitation Act of 1973, as amended;
viii. Section 508 of the Rehabilitation Act of 1973, as amended;
ix. Age Discrimination Act of 1975, as amended;
x. Title IX of the Education Amendments of 1972, as amended;
xi. Section 167 of the Job Training Partnership Act, as amended;
xii. Section 188 of the Workforce Innovation and Opportunity Act of 1998;
xiii. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
xiv. Title VI of the Civil Rights Act of 1964, as amended;
xv. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
xvi. Equal Pay Act of 1963, as amended;
xvii. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 1998 (WIOA);
xviii. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
xix. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
xx. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
xxi. Executive Order 11478 Equal Employment Opportunity in the Federal Government.
xxii. ADA Amendments of 2008

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

18.0.6 The grantee should be familiar with TEGL 9-12, "Human Trafficking: The Role of the Public Workforce system in the Delivery of Services and Referrals to Victims of Trafficking."

19.0.0 **EFFECTIVE DATE OF GRANT**

19.0.1 The effective dates of this Grant are July 1, 2016 through June 30, 2017.

Part II
Statement of Work

Eckerd Workforce Services
Workforce Development Services
As authorized under Subtitle I-B of the Workforce Innovation and Opportunity Act of 2014
Adult & Dislocated Worker Services
#15A295H1 & #15D295H1

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

1.0.0 HISTORY AND PREFACE

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

1.0.2 *WIOA Guiding Principles*

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

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

1.0.3 The Workforce Innovation and Opportunity Act of 2014 (WIOA) which supersedes the Workforce Investment Act of 1998 (WIA) presents an extraordinary opportunity to improve job and career options for our nation's workers and jobseekers through an integrated, job-driven public workforce system that

links diverse talent to businesses. It supports the development of strong, vibrant regional economies where businesses thrive and people want to live and work.

This revitalized workforce system will be characterized by three critical hallmarks of excellence:

a. **The Needs of Businesses and Workers Drive Workforce Solutions:** Businesses inform and guide the workforce system and access skilled talent as they shape regional workforce investments and build a pipeline of skilled workers. This engagement includes leadership in the workforce system and active participation in the development and provision of education and training, work-based learning, career pathways, and industry sector partnerships. Jobseekers and workers, including those individuals with barriers to employment, such as individuals with disabilities, as defined by WIOA, have the information and guidance to make informed decisions about training and careers, as well as access to the education, training and support services they need to compete in current and future labor markets.

b. **One-Stop Centers** (American Job Centers or AJCs, in South Carolina "SC Works Centers") **Provide Excellent Customer Service to Jobseekers, Workers and Employers and Focus on Continuous Improvement:** One-Stop Centers and partners provide jobseekers, including individuals with barriers to employment, such as individuals with disabilities, with the skills and credentials necessary to secure and advance in employment with family-sustaining wages. Additionally, AJCs enable employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce. Further, rigorous evaluations support continuous improvement of AJCs by identifying which strategies work better for different populations; states, local areas, and training providers remain accountable for performance; high-quality, integrated data informs policy maker, employer and jobseeker decision making; and training providers are accountable for performance using the data and evidence.

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

1.0.4 *Sector Partnerships*

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

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

1.0.5 *Career Pathways*

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

WIOA Sec. 3 (7) describes Career Pathway – The term "career pathway" means a combination of rigorous and high-quality education, training, and other services that:

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

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

- Adults
- Dislocated Workers
- Youth

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

1.0.8 **Disclaimer:** The WorkLink WDB anticipates Program Year 2015 and future extensions will be different from past years, as programs and services are re-designed with the expectation of WIOA beginning July 1, 2015. The grantee must be willing to creatively and quickly invent and implement new practices and processes, then evaluate and modify them as needed to best serve customers and to comply with new regulations and/or changes to available funds.

1.0.9 The grantee should be cognizant of pending workforce system changes due to the passage of WIOA legislation. Several recently published documents are guiding employment and training system changes to begin implementation July 1, 2015. These documents can be located at www.doleta.gov/wioa.

2.0.0 OVERVIEW OF LOCAL WORKFORCE SYSTEM

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

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

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

(a) Provide access to its programs or activities through the one-stop delivery system, in addition to any other appropriate locations; (WIOA sec. 121(b)(1)(A)(i).)
(b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with Federal cost principles in 2 CFR parts 200 and 2900 (requiring, among other things, that costs are allowable, reasonable, necessary, and allocable), to:

(1) Provide applicable career services; and

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

(i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to the relative benefits;

(ii) Federal cost principles; and

(iii) Any local administrative cost requirements in the Federal law authorizing the partner's program. (This is further described in § 678.700). (WIOA sec. 121(b)(1)(A)(ii).)

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

(d) Participate in the operation of the one-stop system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements; (WIOA sec. 121(b)(1)(A)(iv)); and
(e) Provide representation on the State and Local Workforce Development Boards as required and participate in Board committees as needed. (WIOA secs. 101(b)(iii) and 107(b)(2)(C) and (D))

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

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

2.1.0 **Vision Statement:**

2.1.1 To have a fully employed, skilled workforce.

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

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

2.1.4 Those who still cannot find a job, or who are not yet economically self-sufficient and meet eligibility criteria, may receive Training Services if the participant needs remedial and/or occupational skills in order to obtain employment. Under WIOA, priority of service is permanently in effect. Therefore, the following individuals will be served: those that are basic skills deficient, low-income, or public assistance recipients, as well as other locally and State defined priority populations. Eligibility Determination is completed prior to participants receiving any staff-assisted services. The Workforce Development Board has defined self-sufficiency as "household income 150% above the Lower Living Standard Income Level." Individuals who have been assessed in need of training and meet the eligibility/priority of service guidelines will be issued an Individual Training Account (ITA). All efforts for training and placement of participants should be made to with the self-sufficiency guidelines in mind. Participants make informed decisions after reviewing local Labor Market Information (LMI) and the Eligible Training Provider List (ETPL).

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

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

2.2.0 **Adults and Dislocated Workers**

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

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

2. **Training services** are provided to equip individuals to enter the workforce and retain employment. Training services may include, for example, occupational skills training, OJT, registered apprenticeship which incorporates both OJT and classroom training, incumbent worker training, pre-apprenticeship training, workplace training with related instruction, training programs operated by the private sector, skill upgrading and retraining, entrepreneurial training, and transitional jobs. Training services are available for individuals who, after interview, evaluation or assessment, and case management are determined to be unlikely or unable to obtain or retain employment that leads to self-sufficiency or higher wages from previous employment through career services alone. The participant must be determined to be in need of training services and to possess the skills and

qualifications to successfully participate in the selected program. Some participants may need additional services to assist their vocational training, such as job readiness training, literacy activities including English language training, and customized training. Training Services pays job-training costs associated with WIOA-approved training programs. WIOA funds should be coordinated with other resources, such as Trade Adjustment Assistance (TAA), federal Pell Grants and partner funds. All WIOA and TAA participants approved to enter training must meet the Six Criteria of Training as outlined in the Trade Adjustment Act.

2.3.0 **Youth**

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

2.4.0 **TAA**

2.4.1 Trade Adjustment Assistance (TAA) and Reemployment Trade Adjustment Assistance (RTAA) help trade-affected workers who have lost their jobs as a result of increased imports or shifts in production out of the United States. Certified individuals may be eligible to receive one or more program benefits and services depending on what is needed to return them to employment. According to guidance from DOL (reference TEGL 5-00 under TAA), TAA and WIOA should be integrating services as closely as possible. Therefore, TAA eligible participants referred to WIOA should be co-enrolled if eligible and suitable for WIOA services. WIOA will provide services that TAA does not cover for co-enrolled participants.

2.5.0 **Co-Located Partners**

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

3.0.0 **ACTIVITY DEFINITIONS**

3.0.1 **SC Works Operator**

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

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

- Implement the system described in the MOU

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

3.1.0 **WIOA Career Services**

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

Career Services are described as:

- Eligibility Determination for funding and services
- Outreach, intake and orientation to the information and other services available through the SC Works Career Centers;
- Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;
- Job search and placement assistance and, in appropriate cases, career counseling, including information on in-demand industry sectors and occupations and nontraditional employment; appropriate recruitment and other business services on behalf of employers;
- Referrals to and coordination of activities with partner programs and services;
- Workforce and labor market employment statistics information, which includes job vacancy listings, job skills necessary for job openings; and information on local occupations in demand and the earnings, skill requirements and opportunities for advancement within those career pathways; and
- Performance information and program cost information on eligible providers of training;
- Information in formats that are usable by and understandable to customers regarding how the local area is performing on the local performance accountability measures;
- Information in formats that are usable by and understandable to customers relating to the availability of supportive services or assistance provided by partners;
- Referrals to supportive services or other needed assistance;
- Information and assistance regarding filing claims for unemployment assistance;

- Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs.

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

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

3.2.0 **Training Services**

3.2.1 An individual may receive training services after an interview, evaluation, or assessment, and career planning if the one-stop operator or partner determines the individual is unlikely or unable, by only receiving career services, to retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment. Additionally, the one-stop operator or partner must also determine that the training the individual receives would result in employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment. The one-stop operator or partner must also determine that the individual has the skills and qualifications to successfully participate in and complete the training. Upon a determination that career services are unlikely to obtain these employment outcomes, the individual may be enrolled in training services. The individual should have the skills and qualifications needed to successfully participate in and complete the training services.

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

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

3.3.0 **Youth Services**

3.3.1 The purpose of the Youth Services program is:

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

3.3.2 Youth Services programs shall provide elements consisting of:

- Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies;
- Alternative secondary school services, as appropriate;
- Summer employment opportunities that are directly linked to academic and occupational learning;
- As appropriate, paid and unpaid work experience, including internships and job shadowing;
- Occupational skill training, as appropriate;
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and positive social behaviors during non-school hours, as appropriate;
- Supportive services;

- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
- Follow-up services for not less than 12 months after the completion of participation, as appropriate;
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate:
- Financial Literacy;
- Entrepreneurial skills training;
- Services that provide labor market and employment information in the local area;
- Activities that help youth transition to postsecondary education and training; and
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

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

3.4.1 WIOA distinguishes between two types of eligibility:

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

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

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

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

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

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

(i) receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;

(ii) is in a family with total family income that does not exceed the higher of—

(I) the poverty line; or

(II) 70 percent of the lower living standard income level;

(iii) is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));

(iv) receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);

(v) is a foster child on behalf of whom State or local government payments are made; or

(vi) is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

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

(A) who is a youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or

(B) who is a youth or adult, that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

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

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

(A) who is or has been subject to any stage of the criminal justice process, and for whom services under this Act may be beneficial; or

(B) who requires assistance in overcoming artificial barriers to employment.

4.0.0 SCOPE OF WORK

4.0.1 Grant Objectives

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

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

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

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

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

4.1.1 *Accessibility*

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

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

4.1.3 *Hours of Operation*

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

Clemson SC Works Center - Monday through Friday from 8:30am-5:00pm
Anderson SC Works Center – Monday through Friday from 8:30am-12:00pm, 1:00pm-5:00pm
Easley SC Works Center – Monday through Tuesday from 8:30am-12:00pm, 1:00pm-5:00pm
Seneca SC Works Center – Monday through Friday, 8:30am-1:00pm, 2:00pm-5:00pm

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

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

4.1.5 *Resource Room for Universal Access*

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

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

4.1.6 The resource room shall house:

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

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

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

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

4.1.10 *SC Works Orientation*

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

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

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

4.1.14 *Workshops and SC Works Center Events*

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

4.1.16 *SC Works On-the-Go Services*

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

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

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

4.1.20 Financial and Programmatic Requirements

4.1.21 The grantee shall manage and maintain financial records for the WIOA programs. The Operator shall ensure all financial information and reporting is current and accurate. The Operator shall establish written financial procedures if not already developed.

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

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

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

4.2.0 Outreach

4.2.1 The grantee shall market WIOA programs and services and ensure that the system is viewed as a part of the South Carolina SC Works System.

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

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

4.2.4 The grantee shall participate in Workforce Development Related activities in the community. The grantee shall re-present the SC Works System in the community through local business and industry groups, community and civic organizations, such as SHRM, Rotary clubs, Chambers of Commerce, etc. The Operator shall make presenting to partners and organizations a priority. A synopsis of events attended and/or presented at should be provided to the WDB on the 12th of each month..

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

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

a. Displaced Homemakers
b. Low-Income Individuals
c. Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in Section 166
d. Individuals with disabilities, including youth who are individuals with disabilities

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

4.2.8 Printed material and other written information about the WIOA programs must be language accessible for WorkLink's diverse population of jobseekers. Whenever feasible, language barriers should be removed so that all visitors to the Center feel welcome and can benefit from the experience. All outreach materials should be available in English and Spanish.

4.3.0 Other

4.3.1 *Monitoring*

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

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

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

4.3.5 *Board Meeting Attendance Requirements*

4.3.6 A member of the Grantee's Management staff shall be present at all WDB meetings. Other Grantee staff 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.

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

4.3.8 The Grantee shall be present at all of OneStop Operations Committees (sub-committees of the WorkLink WDB) meetings, and prepared to present at each meeting regarding status of grant activities. Handouts must be submitted to WDB staff for review prior to the meeting.

4.3.9 *Communication*

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

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

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

5.0.0 WIOA TITLE I-B PROGRAM MANAGEMENT

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

5.0.1 Recruitment and Enrollment

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

Target Populations

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

5.0.3 The Grantee shall provide WIOA services to adults who live or 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, 2017.

5.1.0 Registration

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

5.1.2 The Grantee will be a partner in the SC Works System. As part of the partnership agreement, when not conducting eligibility determinations, the registration staff will assist the general public in the local SC Works Centers by assisting customers with Career 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.

5.2.0 Intake and Eligibility Determination

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

5.2.2 An initial assessment will be conducted during the intake process to collect personal data and to determine an applicant's eligibility for Individualized Career Services and Training Services under the Workforce Innovation and Opportunity 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.

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

- Is collected, used, and stored in a manner that ensures that it will not be accessible to anyone not

authorized to access it;

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

5.2.4 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 Innovation and Opportunity Act (WIOA) funds. All referrals should be documented in the SC Works Online System (SCWOS) or, if paper-based, kept on file.

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

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

5.2.7 The Grantee shall provide eligibility determination for the Workforce Innovation and Opportunity Act Adult and Dislocated Worker fund streams. This process shall be conducted in accordance with the eligibility guidelines set forth in the Workforce Innovation and Opportunity Act, as well as criteria established by the WorkLink Workforce Development Board. Final eligibility determination guidelines are still pending final WIOA regulations. At this time, it is unclear if eligibility determination must occur before career services may be received. Therefore, unless otherwise denoted in the final WIOA regulations, the Grantee should assume that customers receiving services under the bullet "Other Services needed" must first be determined eligible and enrolled into WIOA. The WorkLink WDB will provide technical assistance upon final ruling. The Grantee will adhere to any additional regulations or eligibility guidelines issued by the WorkLink Workforce Development Board, the South Carolina Department of Employment and Workforce, or the United States Department of Labor.

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

5.2.9 WIOA applicants first must meet basic WIOA eligibility requirements for WIOA-funded services.

5.2.10 *Determining Adult Eligibility*

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

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

5.2.12 *Determining Dislocated Worker Eligibility*

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

A dislocated worker is defined as an individual who:

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

5.2.14 *Determining Youth Eligibility*

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

The customer is allowed to choose enrollment into any WIOA-funded program in which they have been determined eligible. The WorkLink 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.

5.2.16 The Grantee will obtain basic skills scores, for youth and Adult or Dislocated Worker program (as required by Regulations) 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 WDB. 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.

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

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

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

5.3.0 **Application and File Requirements**

5.3.1 The Grantee shall follow the WIOA Local Instruction Letter, 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 WDB approval. The receiver of the file should update the Office of Responsibility in SCWOS. *Region is defined as Anderson, Oconee, and Pickens Counties for the purpose of this instruction.*

5.3.2 The Grantee will be responsible for the completion, distribution, and maintenance of all required WIOA forms, in accordance with procedures established by the United States Department of Labor, the South Carolina Department of Employment and Workforce, and the WorkLink Workforce Development Board. Any changes to forms must be approved by WorkLink before use.

5.3.3 Adults and Dislocated Workers require completion of the SCWOS "Core" Application. The Application and the procedures for completion are provided through the SC Works Online System.

5.3.4 Applicants will not be determined eligible until the Grantee receives all applicable documents. The Grantee will verify that the applicant has received Career Services at the Workforce Center. Through interaction with participants accessing Career Services in the SC Works Centers, the Grantee will identify individuals who may need additional services. Eligibility determination must be provided in each Workforce Center, but may also be provided throughout the community. All off site eligibility determinations must be approved in writing by WorkLink staff.

5.3.5 The Grantee will acquire eligibility determination documentation directly from employers, vocational rehabilitation, welfare agencies, etc., as necessary. The Grantee shall refer to and comply with any forthcoming guidance from the United States Department of Labor, the State of South Carolina, and/or WorkLink WDB.

5.3.6 The Grantee is responsible for the documentation of all required elements, both in the database management information system called SC Works Online Services (SCWOS), and in the participant's hard file.

5.3.7 The Grantee shall issue the Rights Handout and ensure that each registrant signs and receives a copy of the form. A signed copy of the-Rights Handout shall be placed in each customer's file.

5.3.8 The Grantee shall retain the original copy of the eligibility application and back-up documentation for data validation.

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

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

5.4.1 Under WIOA, Core and Intensive Services were collapsed into one single category of Career Services. WIOA law defines the activities described below as "Other services needed" within the Career Services definition and are generally included as part of an "intensive" case management philosophy.

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

5.4.3 The decision to recommend or not recommend the WIOA Adult or Dislocated Worker for Individualized Career Services shall be based on the conclusion that:

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

- Local policies and procedures will support the enrollment.

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

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

6.5.0 **Assessment**

6.5.1 Case managers shall be required to complete an assessment prior to a participant receiving training services. Otherwise, WIOA does not proscribe a specific set of Career services that an individual must go through in order to receive Training Services. WorkLink will issue further guidance to the grantee should this chance.

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

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

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

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

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

6.5.3 All information collected from the assessment phase shall be entered in the SCWOS system under the plan tab. The case manager shall print it, have the participant sign it, and place a hard copy in the

participant hard file. The Grantee is required to complete an objective assessment of each individual enrolled into WIOA.

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

6.6.0 **WorkKeys®**

6.6.1 All participants shall be referred 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.

6.6.2 The Grantee shall participate in any Statewide or regional initiatives regarding WorkKeys.

6.7.0 **Case Management**

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

- To prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary Workforce Innovation and Opportunity Activities and supportive services, using, where feasible, computer-based technologies; and
- To provide job and career counseling during program participation and after job placement. (Reference Public Law 105-220, Title I, Subtitle A, Section 101)

6.7.2 Individualized Career Service strategies should include, but are not limited to:

- Regularly scheduled contact must be maintained with all participants. The frequency of the contact is based on an assessment of the participant's needs as they move through the process. At a minimum, monthly contact must be made with each participant. More frequent contact may be needed in certain circumstances.
- Development of and use of the IEP benchmarks to measure progress such as increasing TABE, 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, career and training services provided to the participant, progress, barriers, interventions, and successes of the participant, etc.
- Provision of linkages, referrals, coordination of services and resources that support the achievement of participants individualized goals (IEP).
- Collaboration with other service providers, training providers, businesses, and community agencies.

- Building soft skills and job retention skills in each participant is a WDB priority.
- Follow-up service activities will be provided based upon the needs of the individual. Whenever possible, the case manager shall meet with the participant to determine what follow-up services are needed. (Please see the Follow-Up section of the Statement of Work for further details on documentation requirements.)

6.7.3 Case Managers should know the name, face, family, and life situation of each participant. They should have a detailed and working knowledge of other community services, community resources, and cultivate a wide network of contacts. Where progress is slow or in reverse, case managers should be pro-active in identifying the problem and solving it before the participant quits without achieving a recordable positive outcome.

6.7.4 Individualized Career Services Case Managers are responsible for providing and/or referring services. A list of SCWOS Activity Codes for Adults and Dislocated Workers and definitions for allowable activities under Career and Training Services is posted in the SCWOS Staff Online Resources Section of SCWOS.

6.7.5 Although not a required activity under WIOA for Career Services, the regulations strongly encourage the Case Managers to provide career counseling to each participant as part of the Career Services and Training planning process.

6.7.6 WorkLink WDB also encourages the grantee to establish procedures for participants to be issued an Individual Employment Plan. The Individual Employment Plan (IEP) is developed with the participant based on the results of the completed comprehensive assessment. The IEP shall:

a. Identify all educational and employment goals to be achieved.

b. Describe the training activities and appropriate services the Adult or Dislocated Workers will receive to achieve those goals and overcome existing barriers.

c. Include objectives and planned outcomes, including specifics (who, what, when, where, and how) should be identified.

d. Detail non-WIOA funded services received during participation in WIOA and marked as a partner funded service (i.e. Pell Grant).

6.7.8 In the cases where an IEP is issued, 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 WIOA services. This continued evaluation will ensure progress toward the achievement of the participant's employment goals, training objectives, and advancement of one or more educational levels within the program year.

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

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

6.7.11 *Caseload Report*

6.7.12 The Grantee shall maintain a 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.

6.7.13 *Case Notes*

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

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

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

6.7.17 *Participant Activity Codes*

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

6.7.19 *Job Placement*

6.7.20 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.

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

- Career Guidance/Planning/Counseling
- Adult Literacy or Basic Skills
- Short-term Pre-vocational Services
- Out-of-area Job Search Assistance
- Support Service-Relocation Assistance
- Internships
- Work Experience
- English as a Second Language
- Needs Related Payments

6.8.0 **Training Services**

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

The adult or dislocated worker must:

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

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

- There is no suitable employment for the worker.
- The worker would benefit from appropriate training.
- There is a reasonable expectation of employment following the training.
- The training must be reasonably available to the worker.

- The worker is qualified to obtain and complete the training, including having adequate financial resources available to complete the training when income support is exhausted.
- The training is suitable and available at a reasonable cost.

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

6.8.4 All WIOA participants approved for training must have an Individual Training Account (ITA) entered in an ITA Tracking System designated by Eckerd Workforce Services Obligations and expenditures must be available at any time at the request of WorkLink, SC DEW or US DOL. (Refer to the Financial section of this Statement of Work for further details.)

6.8.5 The IFT tracking system in SCWOS is available for WIOA. 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.

6.8.6 WIOA law states that the above *should not* be "construed to mean an individual is required to receive career services prior to receiving training services."

6.8.7 WIOA participants transitioning from WIA will not be required to go through another assessment process prior to entering training services.

6.9.0 **Referral to On-The-Job Training**

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

6.9.2 Case Managers shall closely and continuously coordinate with the OJT Contract Writer to ensure that the referred WIOA Adult or Dislocated Worker has first received, at a minimum, the following Career Services:

- assessment of skills and interests;
- development of individual employment plans (IEP) to identify employment goals, appropriate objectives, and appropriate combination of services for the participant to achieve the employment goals. The participant and the Case Manager in conjunction with the OJT Contract Writer should jointly complete this plan. The IEP is updated with the participant quarterly; and
- WorkKeys is a requirement for all WIOA participants in the WorkLink Workforce Development Area.

6.9.3 When the Case Manager recommends the participant for OJT Training, the Case Manager shall ensure that a participant meets the six criteria for Determining Need of Training, and a referral form to be given to the OJT Contract Writer.

6.9.4 On-the-Job Training (OJT) activities allow an eligible participant who is otherwise "job ready" to learn skills for a specific occupation through demonstration and practice under actual working conditions in the public, private non-profit, or private for profit sector. This training will occur while the participant is engaged in productive, full-time work as a hired employee. All participants that are hired under an OJT arrangement must meet the minimum qualifications set forth by the employer, but still requires training beyond the type of training usually provided to new employees.

6.9.5 To receive On-the-Job Training a participant may not have the specific skills required for the occupation of the contract. The Assessment and Individual Employment Plan (IEP) must support the need for training prior to placement on a contract.

6.10.0 **On-the-Job Training**

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

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

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

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

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

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

6.10.5 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/).

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

6.11.0 **Classroom Training Services**

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

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

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

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

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

6.12.0 **Customer Choice**

6.12.1 Customer choice is a guiding principle of WIOA where participants have freedom in making informed decisions about their ITA training/occupational goal. Participants are expected and required to take an active role in managing their employment future through the use of ITA's. Adults and dislocated workers who request an ITA must complete career exploration activities to ensure that they obtain the information they need to choose training for a demand occupation. Career exploration activities include comprehensive assessment, informational interviews with employers, and research of the labor market, demand occupations and Eligible Training Providers. [Section 134(d)(4)(F)]

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

6.13.0 **Industry Clusters**

6.13.1 WorkLink has identified five in-demand, high-growth industry clusters for which WorkLink WIOA classroom training funds can be invested on behalf of participants. These industry sectors are: Administrative and Support and Waste Management and Remediation Services; Health Care and Social Assistance; Manufacturing; Professional, Scientific, and Technical Services; and Retail Trade. These industries are subject to change; WorkLink WDB will notify the provider in writing of any changes made. (WIOA Instruction Letter 11-10, Revised In-demand High Growth Industry Clusters)

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

6.14.0 **Eligible Training Provider List**

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

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

6.15.0 **Individual Training Accounts**

6.15.1 Under the Workforce Innovation and Opportunity Act (WIOA), classroom training for individual adults and dislocated workers must be provided through Individual Training Accounts (ITA's). [Reference – PL 105-220 Section 134 (d) (4) (G)]. Note that On-the-Job Training costs are not counted in tracking ITAs.

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

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

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

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

6.16.0 **Training Cap**

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

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

6.17.0 Support Services

6.17.1 Supportive services are those necessary to assist participants to be successful in achieving their goals. This may include transportation, childcare, work-related tools, clothing, housing, etc. To the extent possible, programs should address supportive service needs through leveraging existing resources and other partnerships before expending WIOA funds. (20 CFR 664.440) An identified supportive service need must be documented in an assessment and incorporated into the IEP.

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

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

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

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

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

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

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

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

7.0.0 SERVICES TO CO-ENROLLED WIOA/TRADE PARTICIPANTS

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

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

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

8.0.0 FOLLOW-UP AND RETENTION SERVICES FOR WIOA PARTICIPANTS

8.0.1 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.

8.0.2 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.

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

8.1.0 *Case Closures*

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

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

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

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

8.1.4 The Grantee shall close individual cases in the SCWOS System in a timely manner when no further services are planned or identified on the IEP or expected as outlined in the Training & Education Guidance Letter # 17-05 (TEGL 17-05).

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

8.2.0 **Follow-Up Requirements**

8.2.1 In accordance to WIOA performance measures definitions, Adults and Dislocated Workers who are placed in unsubsidized employment must receive follow-up services for a minimum of 12 months after the first date of employment (ideally coinciding with exit from WIOA). Follow-up will be noted in the SCWOS System.

8.2.2 Follow-Up Services are provided to individuals who have exited the WIOA Adult or Dislocated Worker programs within a prior 12 month period. Follow-up services may include, but are not limited to: individual counseling and career planning, job search assistance, job club, group counseling, outreach/intake/orientation, labor market information, information about additional opportunities, and referral to support services available in the community.

8.2.3 The Case Manager shall begin providing follow-up services over the 90-day period after the participant exits WIOA participation. Follow-Up Ad Hoc reports should not to be used as the primary tool to capture missing data, but as a check-and-balance system for those participants that may have been overlooked while providing follow-up services to individuals who have exited.

8.2.4 Case Managers should attempt multiple times over the 90-day period to provide follow-up services and capture performance measures data. The SCWOS system requires a minimum of five contacts be made before the Case Manager may close out a participant's SCWOS file as an unsuccessful location of a participant. Making five (5) different types of attempts in one day and closing out the record is not considered adequate when providing follow-up services.

8.2.5 The emphasis of workplace counseling activities should be directed to assisting the participant in retaining employment, increasing earnings and completing education requirements 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-WIOA 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.

8.2.6 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.

8.2.7 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.

8.2.8 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.

8.2.9 The following are allowable supportive services for exited participants still being served through Follow-Up Services:

- Transportation
- Purchase Work Uniforms/Attire
- Purchase Work-Related Tools
- Housing Assistance
- Utilities
- Dependent Care
- Medical

8.2.10 The case manager shall help identify the supportive services from WIOA and other sources necessary for retaining employment in the four quarters after exit.

8.2.11 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).

8.2.12 During the follow-up period, if it becomes necessary to utilize WIOA services beyond those available through the follow-up component, then re-enrollment into WIOA will be required.

8.2.13 As WIOA comes into effective, the grantee will be responsible collecting both performance measure data for WIA and WIOA performance measures.

8.2.14 The grantee will develop a retention program that will enhance performance measures captured as part of follow-up services. A retention program may include on-site visits with the employer after the participant is being placed, retention workshops during the program, etc.

8.3.0 *Capturing Follow-Up Data*

8.3.1 The primary purpose for the WIOA Follow-Up form is in predicting federal performance and to collect data that may be used as supplemental sources for federal reporting. The system will not provide access to this tool until the individual has been officially exited from the WIOA program (WP and TAA), either through the hard or soft exit process.

8.3.2 Utilizing the guidelines on managing follow-up for WIOA Adults and Dislocated Workers provided above, the Grantee must develop a systemic approach for maintaining contact and interaction with the participant during follow-up services.

8.3.3 The system should include making frequent contacts with participants that are based on timelines that follow the program quarters and are consistent with other key factors, such as: entered employment, employment retention and average earnings

8.3.4 Grantee must record all follow-up services provided in SCWOS. Grantee must comply with the rules and procedures as outlined in the SCWOS Staff Users Guide, Adult/DW Activity Code Information and Adult/DW Activity Code Definitions for entering the correct follow-up codes for tracking WIOA follow-up services. These procedures provide information that must be followed to ensure the accurate recording in SCWOS of all follow-up services to WIOA Adult and Dislocated Worker exiters. Grantee must include this information as part of their standard operating procedures.

8.3.5 Continued poor performance will lead to sanctions.

8.3.6 While the majority of employment in a State's workforce is "covered" and will be in the UI wage records, certain types of employers and employees are excluded by Federal unemployment law standards or are not covered under a State's UI law.

8.3.7 "Uncovered" employment typically includes Federal employment, postal service, military, railroad, out-of-state employment, self-employment, some agricultural employment, and some employment where earnings are primarily based on commission.

8.3.8 South Carolina will utilize the case management process and follow-up services to obtain the supplemental data. USDOL requires that all data and methods to supplement wage record data must be documented and are subject to audit.

8.3.9 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.

8.3.10 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 current Data Validation Instruction Letter.

8.3.11 Effective follow-up services will help improve WIOA program performance. Participant follow-up activities should be designed to maximize the successful achievement of these measures. Previous studies indicate that a high percentage of job loss occurs in the first week of new employment. Thus, as a "best practice" it is recommended that follow-up interviews be scheduled on the first, second and fourth weeks after placement because these are the most critical points in the transition to work.

8.3.12 Under WIOA the second and fourth quarter after the exit quarters are pivotal measurement quarters for all of the Adult and Dislocated Worker measures. Further guidance from DOL, the State, and WIB staff will be forthcoming regarding performance measures.

9.0.0 **WIOA PARTICIPANT FILE REQUIREMENTS**

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

- Program eligibility/determination of need
- SCWOS change forms
- Initial and Comprehensive Assessments
- IEP, including all updates
- Approved ITA paperwork
- Progress reports, time and attendance if receiving WIOA funded training
- Computer generated case notes (requiring customer signature)

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

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

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

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

10.0.1 **DATABASE MANAGEMENT INFORMATION SYSTEM**

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

a. SCWOS Individual User Guide
b. SCWOS Staff User Guide
c. WorkLink Employment and Training Instruction Letters

10.0.3 In order to protect records stored in the SCWOS system, Grantee staff shall not auto save usernames or passwords in the SCWOS system. The SCWOS system is the official reporting system for the State to Department of Labor and contains confidential information. All sensitive information like Social

Security Numbers, Account numbers, etc. shall be marked out in all records unless for the sole purpose of employment.

10.0.4 The document scanning capabilities in SCWOS are now available. The Grantee should begin to upload appropriate documents into SCWOS. The following are guidelines on what to scan into SCWOS:

- All documents related to WIOA eligibility
- Any documents related to data validation
- Copies of diplomas, degrees, certificates, etc.

The following are guidelines on what NOT to scan into SCWOS:

- Documents containing social security numbers (unless they are redacted or blacked out)
- Medical and disability related documentation, or criminal records, as this would be a violation of medical or other privacy laws
- Documents that may be found elsewhere in the system such as resumes, printed case notes, etc.
- Documents that are not necessary for case management – personal notes, letters, etc.

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

11.0.0 **PERFORMANCE STANDARDS**

11.0.1 SC Works Center Coordination Deliverables:

a. At a minimum, meets all performance measures (WIOA measures, Business Plan, WIB goals, customer satisfaction, etc.)
b. Integrates WorkKeys into the WIOA program
c. Establishes a systematic way of providing and delivering soft skills training to WIOA participants
d. Utilizes Career Pathway models in guiding participants into training
e. Ongoing, executed Staff Development and Training plan for all SC Works Center staff
f. At a minimum, meet negotiated contractor goals for WIOA program participation (i.e. expenditure levels, enrollments, training levels, etc.)
g. Ongoing participation in workforce development related community events
h. Ongoing collaboration and information sharing with the WIB staff
i. Up-to-date and executed Outreach plan for the WIOA program
j. Maximizes direct participant costs, minimizes salaries and overhead while maintaining quality services
k. Expends a minimum of 90% of their budget
l. Other goals that support the Scope of Work

11.0.2 **The Number of Participants to be Served by the WIOA Program Grantee**

Category	New Enrollments
Adults	192
Dislocated Workers	24
Total	216

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

Adult Program:	Anderson County	46%
	Oconee County	21%
	Pickens County	33%
Dislocated Worker Program:	Anderson County	46%
	Oconee County	21%
	Pickens County	33%

11.1.0 **Performance Measures**

11.1.1 All WIA and WIOA funding is partially based on achieving Department of Labor's performance measures regarding employment and training.

With the transition between the Workforce Investment Act (WIA) and WIOA occurring between PY14 and PY16, the proposer should take into account that for PY15 the Program Management grantee will be subject to the WIA common measures through June 30, 2016. Those measures are as follows:

- **Entered Employment** - To increase employment, as measured by entry into unsubsidized employment (1st quarter after exit);
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (2nd and 3rd quarter after exit); and
- **Average Earnings** - To increase earnings received in unsubsidized employment (average of 2nd and 3rd quarter after exit).

However, the Program Management Grantee will also need to take into account that WIOA performance measures (set to take effect on July 1, 2016) may be based on data regarding exiters from the WIA program for the previous two years (beginning July 1, 2014), unless otherwise waived by DOL. The successful bidder will be responsible for the follow-up and performance measures data for both WIA and WIOA measures and should be prepared to track the data for both sets of measures.

The WIOA performance measures with noted changes are described below:

- **Employment** - To increase employment, as measured by entry into unsubsidized employment (2nd quarter after exit);
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (4th quarter after exit); and
- **Median Earnings** - To increase earnings received in unsubsidized employment (median of 2nd quarter wages after exit).
- **Credential Rate** – To increase credentials or diplomas obtained during or immediately after program exit.
    - *Definition:* Percentage of participants who obtain a recognized post-secondary credential or diploma during participation or within 1 year after program exit.
- **In-Program Skills Gain** – To increase the skills obtained through education leading to a credential or employment during the program year.
    - *Definition:* Percentage of participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real-time.
- **Employer Services** – To indicate effectiveness in serving employers.
    - Number and definitions are pending and will be effective July 1, 2016.

The Program Management Grantee will be responsible for meeting all performance measures as laid out by DOL.

In the event that the State and/or the WorkLink WIB sets additional goals to indicate the success of the system or centers, the Operator and the Program Management grantee will also be required to meet those goals and/or measures as well. The Operator and Program Management grantee will be responsible for all performance data regardless of provider. If requested (and in the event that there are multiple providers), data can be broken down by service provider.

11.1.2 The Grantee shall be required to achieve performance goals negotiated between the South Carolina Department of Employment and Workforce and Department of Labor and the WorkLink Workforce Development Area.

<u>The below performance measures are for PY'15. These performance measures will be updated upon finalization of WIOA performance measures negotiations.</u>

Adults:	Entered Employment	69.1%
	Employment Retention	88.8%
	Average Six-month Earnings	$11,538
Dislocated Worker:	Entered Employment Rate	76.4%
	Retention Rate	93.3%
	Average Six-month Earnings	$15,532

11.1.2 In addition to these measures (and pending WIOA measures), the WorkLink Workforce Investment Board requires that the Grantee maintain a minimum overall "Satisfactory" customer service satisfaction rating from job seekers and employers.

11.1.3 Employment goals are measured using Unemployment Insurance Wage Records systems, and customer satisfaction goals are measured by sampling. The State is currently managing all data collection regarding employment goals and customer service (job seeker and employer) satisfaction. The Contractor will be responsible for capturing all credentials and entering them into SCWOS as well as all In-program skills gains. The Contractor will be required to provide follow-up services to WIA and WIOA participants for all four quarters beginning July 1, 2015.

12.0.0 **REPORTING**

12.0.1 Monthly and Quarterly Reports: Routine monthly and quarterly written reports shall be due by the tenth (10th) calendar day of the month following the month being reported on.

12.0.2 The Grantee shall submit the following reports to the Workforce Development Board staff:

Must be available upon request:

a) Customer Service Satisfaction Report (includes Resource Room, staff, workshops and SC Works On-the-Go activities);
b) Current inventory log;

Due by the end of the 10th day of each month:

c) WIOA Title I-B Report – to include how many entered training and the provider of the training; real time expenditures, including Individual Training Account expenditures and supportive services; obligations for future expenditures; customer satisfaction results from participants, employers, and training sites; job search services; job development attempts and contacts; number of participants who entered employment; number of workshops and number who attended; and any significant activities, successes, or observations
d) Status of goals and budget flow;
e) Workshop calendar attendance (calendar should be reported by no later than the 10^{th} day of the preceding month);
f) WorkKeys Testing Documentation;
g) Financial Reports;

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

h) Sub-Grantee Monitoring Reports (at the end of the 3rd Quarter only)
i) Partner Meeting Minutes (including Consortium)
j) Three (3) success stories;
k) Quarterly WIOA Title I-B File Review synopsis
l) Complaint log; and
m) Performance Matrix

12.0.3 The Grantee will conduct a quarterly review with each Case Manager at his/her assigned SC Works Center location. A 10% file review, not to exceed 100 files, is required. A written report is to be submitted to the WorkLink Workforce Development Board with findings and observations for monitoring purposes quarterly. Along with the report, a list of the participant's usernames, State Ids, and App Ids should be submitted. These reports are due no later than October 15, 2016; January 15, 2017; April 15, 2017; and June 30, 2017.

12.0.4 The Grantee shall keep accurate records, for the purposes of regional strategic planning, of all WorkKeys activities including WIOA 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. If WorkKeys testing is performed off-site by another WorkKeys provider, the Service Provider must be able to track and report on scores either by individual WIOA customer or by aggregate data.

12.1.0 **Financial Reports**

12.1.1 Financial reports will be prepared and submitted to the WDB Office by the 10th day of the following month. Financial Reports include:

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

12.1.2 The financial report will be put in the drop box or emailed to: jkelly@worklinkweb.com.

12.1.3 Reimbursements should not exceed the Spending Plan (by line item) that is a part of this agreement. This is by line item of the budget, not the invoice. If funds in excess of the plan are requested a detailed explanation must accompany the request.

12.1.4 The Grantee must expend 90% of the Grant funds in this grant budget by June 30, 2017. Performance shall be based on ability to expend funds in a timely manner, and on the accuracy of financial records and reporting.

12.1.5 The Grantee may request budget changes from WorkLink in order to meet the needs of the customer. No changes may be made to the budgets, client flow, or client projections without prior approval from the WDB. Grant modification requests will be accepted between October 1 and March 31. Requests for

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

12.1.6 The Grantee shall follow generally accepted accounting principles, guidance provided by Department of Labor, the State of South Carolina, the WorkLink Workforce Development Board, and the Appalachian Council of Governments, regarding Workforce Innovation and Opportunity Act funds.

12.1.7 Accurate, current and complete disclosure of the financial results of WIOA grant activities must be made in accordance with SCDEW grant reporting requirements. This means that the allowable costs reported to the State and to the local WDB must be traceable to accounting records. In addition, all allowable costs and activities must be reported, and the reports must be submitted in the format specified by SCDEW Finance. For WIOA grants, the LWIOA must report expenditures and obligations on a monthly basis for each open grant. The Project Accountant will maintain an in-house methodology for tracking obligations and expenditures. This information and reports will be made available upon request.

12.1.8 The Grantee shall report monthly using the Individual Training Account (ITA) database, expenditure report, and invoices by no later than the 10th day of the month. Obligations and accruals are not the same thing. The Grantee shall report obligations by fund stream and program year that are supported by ITAs, valid purchase orders, grants, and other written agreements.

12.1.9 The Grantee will track ITA obligations and expenditures using an in-house developed methodology. The ITA tracking should be updated to reflect obligations, de-obligations, encumbrances, and expenditures. The Program Director and Finance Director should have read-only access to ETO at all times. This system should reflect real-time data; therefore, it is expected that updates to ITAs and OJT obligations and de-obligations be entered into within 2 business days of the date of the signed ITA or be entered within 2 business days of the date of the signed ITA or OJT contract. OJT de-obligations should be entered within 2 business days of the contract end date or date participant was laid off, quit, or fired.

12.1.10 Financial closeouts will be due to the WorkLink WDB staff by August 10, 2017. The Closeout Package will include the following documents: Grantee's Release Form, Grant Award Adjustment Form, Financial Status Report (FSR), Outstanding Accruals Register, and Property Control Record Form.

12.1.11 Invoices for reimbursements will not be processed if monthly financial reports are delinquent. All invoices and appropriate reports shall be emailed to the WorkLink address no later than the 10th of each month.

12.1.12 Any incentive/bonus wages set-aside in the associated grant budget worksheet(s) shall be distributed to WIOA-funded staff as a one-time salary increase (also known as a bonus or an incentive) for reaching internally set performance goals associated with the grant. All one-time salary increases should be issued prior to the end of the grant period. Any funds not expended for this purpose will be returned to the WDB. The methodology and documentation for determining the performance goals, amount of funds to be awarded, and which staff are eligible to receive the one-time salary increase shall be available for monitors review at any time prior to or after the distribution of the bonus.

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

13.0.0 **DISALLOWED COSTS**

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

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

13.0.3 WIOA funded staff may need to participate in activities of the employing agency such as staff meetings. However, participating in activities not specifically mentioned in this grant or in the interest of WIOA, SC Works, or the Workforce Development Board may be considered disallowed costs.

14.0.0 **PROCUREMENT/UTILIZATION OF PROPERTY**

14.0.1 The Grantee is held accountable for any WIOA property/equipment shown on the property inventory for the SC Works sites and will adhere to the Property Procurement rules as established by the SC Appalachian Council of Governments. All purchases will be made in accordance with procedures outlined in the Property Procurement Handbook.

14.0.2 Property and/or equipment will be inventoried at least yearly and a copy of the inventory sent to the WDB office. WDB staff will include inventory monitoring in their monitoring visit at least yearly. Property control records must contain the following fields per 29 CFR 97.32 Equipment (d) (1), "Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property."

14.0.3 **The Local Workforce Development Areas (LWDAs) receive a small percentage of their total Adult and Dislocated Worker allocations at the beginning of the program year. The remaining amount becomes available on October 1. No large expenditures, other than training related costs, will be approved prior to October 1. No salary increases will be approved until after the WorkLink WDB receives it's Notice of Funds Available (NFA) for the yearly allotment (typically occurs around October 1).**

14.0.4 All equipment is intended for the purpose of providing WIOA services. All equipment purchased with WIOA dollars is to only be used for WIOA services unless given written permission by the Program Director for rapid response.

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

15.0.0 **ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES**

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

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

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

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

15.0.5 The Grantee promises and attests that the Grantee and any members of its staff and governing body shall avoid any actual or potential conflicts of interest.

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

15.0.7 The Grantee shall not enter into sub-grants for any work contemplated under this Grant and shall not assign this Grant or monies without the prior written consent of the WorkLink Executive Director or designee.

15.1.0 **Grantee Central Files**

15.1.1 At a minimum, the following documents will be maintained in the Grantee's central files and will be available for on-site monitoring purposes:

- Grant;
- Copy of Act and Applicable Federal Regulations;
- Staff Job Descriptions;

- Staff Time and Attendance to include annual leave hours, sick leave hours, and holiday hours. Time and Attendance must be kept using assigned Project Codes by function in order to trace activities by funding streams (these documents must be available to the monitors but may be kept in another location);
- Financial Procedures (these documents must be available to the monitors but may be kept in another location);
- Property-Procurement Procedures;
- Workforce Development Area Instruction Letters;
- Financial Reports and Back-up Documentation (these documents must be available to the monitors but may be kept in another location);
- Copy of approved "out of area" travel requests (these documents must be available to the monitors but may be kept in another location);
- Monitoring Report and Replies; and
- Log of Complaints.

15.2.0 **Staffing**

15.2.1 The authorized permanent personnel funded by this agreement are reflected in the budget. Job descriptions will be maintained for each position. Only staff listed in the budget may be paid utilizing funds from this grant. Staff funded with WIOA funds may only perform WIOA duties when they are charging to WIOA on their time sheets. Timesheets shall be made available to WDB staff during monitoring. The WorkLink WDB reserves the right to provide input into hiring and termination of WIOA-funded staff.

15.2.2 The Grantee will submit to WDB staff in writing the following items:

1. The names of New WIOA hires or resignations/terminations for any reason;
2. SCWOS Staff-account activations, changes (within 2 days of hire or change), and deactivations (within 24 hours);
3. A Technical Assistance request for SCWOS Training and WIOA Orientation from WDB; and
4. A request to meet WDB staff.

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

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

15.2.5 Travel outside of the WorkLink region requires written Executive Director approval prior to the expenditure of WIOA funds.

15.2.6 For Rapid Response purposes, schedules will remain flexible to accommodate individuals affected by plant closings or personnel vacancies or program design; staff will lend support in other counties within the region.

15.2.7 To comply with the nondiscrimination provisions in Section 188 of the Workforce Innovation and Opportunity Act, to serve customers who speak English as a Second Language or individuals who may be hearing impaired, the Grantee will secure through either a Grant agreement or a voluntary arrangement, an interpreter(s) to effectively communicate with and serve this segment of the population. English and Spanish must be available. The Grantee will take every possible measure to serve persons with disabilities.

15.2.8 The Grantee shall provide ongoing training to Workforce Innovation and Opportunity Act funded staff on aspects of the American with Disabilities Act and training on meeting their accommodation needs and effectively communicating with individuals with disabilities.

15.2.9 The Workforce Innovation and Opportunity Act is an Equal Opportunity Program. Accommodations will be made for individuals with disabilities.

15.2.10 With the increased emphasis on customer satisfaction under the Workforce Innovation and Opportunity Act and the SC Works Certification Standards, the Grantee will conduct on-going customer service training with staff and other partner staff. Workforce Center staff will participate in any training provided by the WorkLink WDB.

15.2.11 Staff should not be absent from the SC Works without adequate coverage.

15.3.0 **Monitoring**

15.3.1 On-site programmatic, Equal Opportunity, and financial monitoring will be completed at least once during the period of this agreement. WDB staff is available upon request to the SC Works site for technical assistance and training. Submit a Technical Assistance form for any requested training. All new staff should be trained on SCWOS before utilizing the system.

15.4.0 **Record Keeping Requirements**

15.4.1 Records will be maintained per Section 185 of the Workforce Innovation and Opportunity Act of 2014.

15.4.2 The Grantee should follow the procedures set forth in the File Retention and Records Keeping policy for file management and storage.

15.4.3 *Time Keeping Requirements for WIOA Grantee Staff and WIOA Participants*

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

15.4.5 *WIOA Grantee Staff*

15.4.6 Record of WIOA staff member hours of annual leave, sick leave, and holiday will be maintained. The records must be signed by the staff member and his/her supervisor and maintained in a central file. The Grantee will be responsible for paying out any leave at the termination of this grant.

15.4.7 *WIOA/TAA Participants*

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

15.5.0 **Payments to WIOA Participants**

15.5.1 WIOA participants may be eligible to receive supportive services payments and/or needs-based payments. The grantee shall make these payments directly to WIOA participants when applicable. The grantee shall also make sure that there are checks and balances between the maintenance of time sheets or other source documents and the cutting and disbursement of the checks to participants. Failure to fully document the basis for issuing any of the aforementioned payments to participants may result in disallowed costs. The grantee shall reimburse disallowed costs to the WorkLink Workforce Development Area from non-WIOA fund sources.

15.6.0 **Insurance for WIOA Participants**

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

15.6.2 *Classroom Training and Customized Training*

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

15.6.4 WIOA grantees using motor vehicles in conducting services shall provide automobile insurance that clearly specifies that the WorkLink WDB, SC Appalachian Council of Governments and/or staff are held harmless against claims arising from ownership, maintenance, or use of said vehicle.

15.7.0 **Recouping of Non-Expendable Training Equipment**

15.7.1 The Grantee shall establish an in-house policy and procedure for recouping non-expendable training equipment (items designed to last more than one year) when a WIOA participant concludes early. The policy should be submitted for review by WorkLink.

16.0.0 **SANCTIONS**

16.0.1 The WorkLink Workforce Development Board may impose sanctions on the grantee when continued non-compliance with this Grant agreement, other policy and procedures of the Board, the Act and/or its regulations exists, or failure to meet DOL, State, and WorkLink performance measures. Reference Local WIOA Instruction Letter PY'09-04 Sanctions and Rewards Policy.

16.0.2 After each quarter, WorkLink staff will evaluate, if for three consecutive months the actual vs. planned, fails to meet the 90% of the planned goal, WorkLink may issue sanctions.

17.0.0 **PROGRAM OVERSIGHT**

17.0.1 The Grantee acknowledges the right and responsibility of the WorkLink Workforce Development Board, the SC Department of Employment and Workforce, and the US Department of Labor and/or their representatives under the provisions of the WIOA to conduct program oversight or monitoring on an announced and/or unannounced basis. The grantee shall further assist in a cooperative manner, the agents, or representatives of the aforementioned entities when conducting on-site monitoring or audits of WIOA funded program activities.

18.0.0 **WIA TERMS AND CONDITIONS**

18.0.1 The terms and conditions for this grant are attached. The Grantee will adhere to all areas listed in the WIA Terms and Conditions. The State has not issued WIOA Terms and Conditions at this time. The Grantee shall follow the WIA Terms and Conditions until otherwise notified.

19.0.0 **GRANT MODIFICATION**

19.0.1 Any change in this Grant or documents a part hereof, can be changed only by means of an official modification of this Grant.

19.0.2 The amount of this Grant may be increased with the approval of both parties, if the Workforce Development Area has funds available, and it is determined by the Workforce Development Board to be in the best interest of the Workforce Development Area to increase the amount of the Grant. Modifications shall not be processed without a cost price analysis and updated budget summary, budget detail sheets, and client and budget flow sheets accompanying the request for modification. All modification requests to this grant should be submitted to WorkLink prior to April 1, 2017.

20.0.0 **GRANT CLOSEOUT**

20.0.1 Grants will be closed-out by August 10th following the end of the program year. All invoices for payment of expenditures must be submitted prior to or enclosed with the closeout package. Invoices submitted after the grant closeout will not be paid. A copy of the closeout packet may be requested from WDB staff.

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

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

a. 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.

21.0.2 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.

21.0.3 The grantee is required to use e-verify to determine each hire's eligibility to work in the United States. The Grantee will be responsible for any disallowed cost in the event that an employee is found to not be eligible to work in the United States.

21.0.4 *Regulations and Requirements*

A number of changes to the federal OMB circulars took place on December 19, 2014. New Uniform guidance was issued in 2 CFR Part 200 and 2 CFR Part 2900. The Employment and Training Administration issued TEGL 15-14 that gives guidance on this reform. In summary, 2 CFR 200 and 2 CFR 2900 replaces the following: A-103 & A-89, A-87, A-133 & A-50, A-110, A-21, A-110 and A-122.

The recipient/sub-recipient/sub-contractor must comply with the following federal regulations and requirements:

i. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
ii. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
iii. 2 CFR 200 Uniform administrative requirements, cost principles, and audit requirements for federal awards
iv. 48 CFR Part 31 (applies to commercial organizations);
v. 29 CFR Part 95 which codifies OMB A-122;
vi. 29 CFR Part 97 which codifies OMB A-87;
vii. Section 504 of the Rehabilitation Act of 1973, as amended;
viii. Section 508 of the Rehabilitation Act of 1973, as amended;
ix. Age Discrimination Act of 1975, as amended;
x. Title IX of the Education Amendments of 1972, as amended;

xi. Section 167 of the Job Training Partnership Act, as amended;
xii. Section 188 of the Workforce Innovation and Opportunity Act of 1998;
xiii. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
xiv. Title VI of the Civil Rights Act of 1964, as amended;
xv. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
xvi. Equal Pay Act of 1963, as amended;
xvii. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 1998 (WIOA);
xviii. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
xix. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
xx. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
xxi. Executive Order 11478 Equal Employment Opportunity in the Federal Government.
xxii. ADA Amendments of 2008

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

21.0.6 The grantee should be familiar with TEGL 9-12, "Human Trafficking: The Role of the Public Workforce system in the Delivery of Services and Referrals to Victims of Trafficking."

22.0.0 **EFFECTIVE DATE OF GRANT**

22.0.1 The effective dates of this Grant are July 1, 2016 through June 30, 2017.

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 (20^{th}) 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 <u>Modifications</u>

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).

DOCUMENT CERTIFICATION

Contractual and budgetary documents and other documents committing the Councils' resources or committing the Council to a specific work program must be reviewed and approved by the appropriate Program Manager and Manager of Finance and Administration before those documents are submitted to the Executive director for signature or submitted to an external agency. This form should be completed and submitted with necessary copies of the document to the Manager of Finance and Administration. A copy of this form will be filed by the Office Manager following signature of the documents or completion of review by the Manager of Finance and Administration.

Approval of the Appropriate Program Manager:

I have reviewed the attached document

Eckerd Youth Alternatives, Inc. - Eckerd Kids
Palmetto Youth Connections (PYC)
PY16 Youth Budget
Name of Document

and certify that it has been reviewed by the appropriate committee and/or the Council of Government's Board, if appropriate, and is consistent with the Council's goals, work program, policies and procedures. Further, the document complies with applicable federal laws, regulations and policies, and representations and assurance contained therein are correct.

N/A
Program Manager

6/23/16
Date

Approval of Manager of Finance and Administration:

I have reviewed the above-named document and find that this document conforms with the Council of Governments' fiscal policies and procedures.

Don Zimmerman
Manager of Finance and Administration

6/23/16
Date

WORKFORCE INNOVATION & OPPORTUNITY ACT
(Authorized Under Public Law 113-228)

GRANT SIGNATURE SHEET

Funded Under: WIOA Title I Youth Grant #: 16Y495H2

Administrative Entity	Contractor Name and Address
SC Appalachian Council of Governments PO Box 6668 30 Century Circle Greenville, SC 29606 (864) 242-9733	Eckerd Youth Alternatives, Inc. 100 N. Starcrest Drive Clearwater, FL 33765 (727) 461-1236

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

A. Type of Contract – Cost Reimbursement X Fixed Price ___

B. Contract Period – This Agreement covers the period from 07/01/16 to 06/30/17

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 $679,323.40 from Federal funds received.

D. Number of participants to be served (where applicable) 156

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
$0	$679,323.40	$0

Approved for the Administrative Entity
Name Steven R. Pelissier
Title Executive Director

Steven R. Pelissier 6/23/16
Signature Date

Witness 6/23/16
Witness Date

Approved for the Contractor
Name Randall W. Luecke, CFO
Title Chief Financial Officer

Randall W. Luecke 6-28-16
Signature Date

Witness 6/28/16
Witness Date

*Note: No signature or date stamps will be accepted

Sharon Crite

From: Richard Semancik <RSemancik@eckerd.org>
Sent: Tuesday, June 28, 2016 3:33 PM
To: Sharon Crite
Cc: Trent Acker; Randy Luecke; Amanda Wagner; Kalen Kunkel
Subject: RE: PY 16 Youth Grant -Request for Signature
Attachments: SC WorkLink Grant Signature Page.pdf

Ms. Crite,

Please find attached the executed grant signature sheet for PY 16 youth program. We are very excited to perform the services this year. I have also sent today the compliance packet to Mr. Acker via UPS and he should receive by COB tomorrow.

Thank you for the opportunity to provide the services and please call me at 727-639-2398 if needed.

Regards,

Rich

Richard Semancik
Chief of Program Development

The first name in second chances.SM

Eckerd Kids

100 N. Starcrest Drive | Clearwater, FL 33765
P: (727)461-1236 Ext. 3221 | F: (727)216-0055
C: (727)639-2398
E: rsemancik@eckerd.org

Connect with Eckerd

From: Sharon Crite [mailto:scrite@worklinkweb.com]
Sent: Thursday, June 23, 2016 3:03 PM
To: Randy Luecke; Richard Semancik
Cc: Amanda Wagner; Kalen Kunkel; Trent Acker
Subject: PY 16 Youth Grant -Request for Signature

Randall Luecke
Richard Semancik,
Please see attached, PY 16 Youth Statement of Work with attachments, Terms & Conditions, and Budget- Request for signature upon receipt.

WORKFORCE INNOVATION & OPPORTUNITY ACT
(Authorized Under Public Law 113-228)

GRANT SIGNATURE SHEET

Funded Under: WIOA Title I Youth Grant #: 16Y495H2

Administrative Entity	Contractor Name and Address
SC Appalachian Council of Governments PO Box 6668 30 Century Circle Greenville, SC 29606 (864) 242-9733	Eckerd Youth Alternatives, Inc. 100 N. Starcrest Drive Clearwater, FL 33765 (727) 461-1236

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

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D. Number of participants to be served (where applicable) 156

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
$0	$679,323.40	$0

Approved for the Administrative Entity
Name Steven R. Pelissier
Title Executive Director

Steven R. Pelissier 6/23/16
Signature Date

Witness 6/23/16
Witness Date

Approved for the Contractor
Name Randall W. Luecke, CFO
Title Chief Financial Officer

Signature Date

Witness Date

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

Part II
Statement of Work

Eckerd Kids, Inc.
YOUTH ACTIVITIES
Grant # 16Y495H2

1.0 TITLE

1.1 **Eckerd Youth Alternatives, Inc. (Also known as Eckerd Kids, Inc.)** - Palmetto Youth Connections (PYC) hereinafter referred to as the Grantee, having entered into this contractual agreement with the **SC Appalachian Council of Governments**, hereinafter referred to as the Administrative Entity for the WorkLink Local Workforce Development Area, shall provide services and perform functions and program activities as outlined herein, pursuant to provisions and regulations of the Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-228, July 22, 2014). Services, functions, and program activities specified herein shall be provided to eligible WIOA Title I youth participants, who reside in Anderson, Oconee, or Pickens Counties in the State of South Carolina. It is the responsibility of the grantee to become familiar with the requirements of the Act, Rules and Regulations (see Federal Register Part 681(Youth Activities under Title 1 of the Workforce Innovation and Opportunity Act) dated April 16, 2015), OMB Circular 2 CFR 200, and Training & Employment Guidance Letter (TEGL) for purposes of providing the activities and services described, in part, in this grant.

1.2 **Disclaimer:** WorkLink Workforce Development Board (WDB) may request modification of program design or the delivery of services due to pending WIOA Final Regulations, interpretation of WIOA Act and Regulations, changes in Terms and Conditions, Training and Employment Guidance Letter (TEGL), Code of Federal Regulations (CFR), Polices, Procedures, etc. Should a request for a change occur, youth service provider must allow for any changes to be made to the program design, delivery services, or any other area identified by legislation, DOL or State guidance, Local Workforce Development Board and/or Youth Committee direction. Staff of Administrative Entity will assist youth service provider in the redesign to ensure consistency and compliance with WIOA regulations and requirements, DOL, State, LWDB, and Youth Committee policy.

1.2.1 **On December 26, 2014 Department of Labor announced that the OMB Circulars has been revised. A-133, A-87, and A-122 were combined into one OMB circular. All WIOA funding will be subject to the new OMB circular 2 CFR 200. The Grantee will need to be familiar with the new OMB circulars, and should reference TEGL 15-14, "Implementation of the New Uniform Guidance Regulations," for further information.**

2.0 HISTORY AND PREFACE

2.1 On July 22, 2014, President Obama signed the WIOA, the first legislative reform of the public workforce system in more than 15 years. WIOA repeals the Workforce Investment Act of 1998 (WIOA). As a result, the WIOA regulations no longer reflect current law. Most provisions in WIOA take effect on July 1, 2015, the first full program year (PY) after enactment, new State plans and performance accountability system take effect July 1, 2016.

The intent of the Workforce Innovation and Opportunity Act (WIOA) with respect to youth formula funded programs is the focus of resources on the out-of-school youth (OSY) increasing the minimum percentage of funds to be spent to 75%, major focus on providing youth with work experience opportunities spending a minimum of 20% of local funds. Under WIOA, work experience becomes the most important of the program elements. WIOA introduces five (5) new program elements: financial literacy; entrepreneurial skills training; services that provide labor market and employment information about in-demand industry sectors or occupations available in the local areas; activities that help youth prepare for transition to post-secondary education and training; and education offered concurrently with and in the same context as workforce preparation activities and training for specific occupation or occupational cluster. Rather than supporting separate categorical programs, the youth regulations are written to facilitate the provision of a menu of varied services that may be provided in combination or alone at different times during a youth's development. WIOA enhances the youth program design through increased emphasis on customer-focused services based on individual participant needs by incorporating career pathways as part of both the objective assessment and individual service strategy. The individual service strategy must directly link to one or more performance indicators. WIOA youth program includes effective connections to employers, including small employers, in in-demand industry sectors and occupations. This grant encourages and supports strong connections between youth program activities including the OneStop Center/System. The youth can learn early in their development how to access the services of the OneStop Center/System and continue to use those services as necessary throughout their working lives.

2.2 According to Section 129(c) (1) of the Act the program design for youth activities and the Federal Register Part 681 Rules and Regulations framework of strategies, must incorporate these categories:

a. Intake/Orientation
b. Eligibility
c. Objective Assessment
d. Individual Service Strategy
e. Case Management
f. Supportive Services (if funding is available)
g. Follow-Up (Retention)

3.0 OVERVIEW

3.1 Eckerd Kids, Inc. will provide an intensive, comprehensive year round program in Anderson, Oconee and Pickens Counties starting July 1, 2016 - June 30, 2017 to enroll and serve WIOA eligible out-of-school youth age 17-24.
The option to serve in-school youth age 18-21 allows for providing services utilizing up to 20% of the youth funds or not more than 5% of youth served may be in-school youth "needing additional assistance". Available slots for in-school youth are designated for youth classified as seniors, low income, most in need, and meet WIOA In-School Youth definition and barriers (See 6.2).

Eckerd Kids, Inc. will provide training by using the structured guidance of WorkLink Workforce Development Board (WDB) approved high growth in-demand industries: Administrative and Support and Waste Management and Remediation Services, Health Care and Social Assistance, Manufacturing, Professional, Scientific, and Technical Services, Retail Trade, etc. **Employment and Training Instruction Letter No. 11-010 Revised (1/3/12).** Effort will be placed on service strategies that include labor market information, career interest, career pathways that will include educational and employment goals, strong linkages between academic instruction and occupational education, effective connections to employers in in-demand industry sectors and occupations, emphasis on youth with disabilities, work readiness preparation, soft skills, and training for jobs requiring competencies to compete in the labor market. Particular emphasis will be placed on training for jobs requiring skill and technology offering sustainable wages, benefits, and self-sufficiency. Partnerships with local businesses, private industries, and non-profit organizations will ensure opportunities for work-based training and meaningful work experience to WIOA youth participants in all three counties.

An individualized case management approach is used with each participant. Eckerd Kids, Inc. Career Coaches assess each participant to determine needs, supportive services, coordinate the necessary services and training to meet identified needs (barriers). Counseling focused on: (1) addressing problems that may impair individual's ability to participate, (2) support of participant with identified needs and (3) provide positive appraisals of progress and performance. The coordination of training and services through linkages with agencies, businesses, organization, and institutions, enhances the participant's commitment to training. Eckerd Kids, Inc. case management approach will use counseling as an avenue to provide personal support and mentoring, to encourage personal development and leadership acceptance, decision making, and good citizenship is provided in the form of workshops and seminars to encourage youth to become visionary, goal oriented, and health conscious persons who plan for the future.

Eckerd Kids, Inc. implementation plan for the WIOA Youth program features developing and refining collaborative partnerships with schools, colleges and universities, organizations, businesses, resources represented in support letters, and other available resources to ensure high quality services for youth beginning with career exploration and guidance, continued support for educational

attainment, skills training in in demand industries and occupations, employment along a career pathway, or enrollment in post-secondary education.

3.2 Vision Statement

3.2.1 To have youth, educated and prepared for self-sufficiency in work and in life.

3.2.2 Eckerd Kids, Inc. will establish linkages with the SC Works Centers providers in effort to facilitate a two-way referral network for program applicants and participants in need of the services and resources beyond those offered by the program. Eckerd Kids, Inc. will coordinate with the SC Works Centers to ensure that all participants gain first hand practical knowledge and experience in the effective use of and application of the SC Works Centers and their resources.

Eckerd Kids, Inc. will establish linkages with the following types of organizations to coordinate program's activities and collaborate with programs and services provided by: schools, churches, youth services organizations, recreation and community centers, employment services, public assistance offices, programs for the homeless, post-secondary institutions, economic development agencies, businesses, juvenile justice agencies, programs for foster care youth, rehabilitation agencies, public housing, shelters, sharing centers, chamber of commerce, public health department, counseling agencies, public transportation services, law enforcement agencies, drug and alcohol abuse prevention and treatment programs and other suitable organizations which serve the needs of this program's customer population.

4.0 THE NUMBER OF PARTICIPANTS TO BE SERVED

4.1 The overall goal of the WIOA Youth Program is to reach **156** eligible out-of-school youth and build their capacity to become self-sufficient. The option to serve in-school youth classified as seniors, low income, age 18-21, most in need, and meeting the WIOA in-school definition and barrier(s) (see 3.1 the option to serve in-school youth). Participant slots will be distributed as follows: Anderson County 42%, Oconee County 16%, and Pickens County 42%. Grantor may redistribute participants slots as deemed necessary based on need and in the best interest of the participants in each county.

5.0 REQUIRED PROGRAM DESIGN FOR YOUTH PARTICIPANTS

5.1 Eckerd Kids, Inc. will provide all youth with a WIOA program **Intake/Orientation** regarding the full array of applicable or appropriate services that are available through WIOA Title I youth programs and all services that are available through the SC Works Center prior to providing services. Documentation of the orientation must be filed and maintained in an official WIOA file folder.

5.2 Eckerd Kids, Inc. will provide **Eligibility/Certification** services. Under WIOA all youth participants must meet eligibility criteria. The youth participant must be

certified and determined eligible by SC Works Online Services (SCWOS) for any WIOA funded youth program elements. Certification must be complete prior to enrollment.

5.2.1 Eckerd Kids, Inc. will ensure that an eligible applicant who does not meet the enrollment requirements of the youth program or who cannot be served shall be referred for further assessment, as necessary. A referral to SC Works Center, community partners, or training and educational programs as deemed necessary and appropriate. An established referral process must be in place to track and document referrals from one agency to another.

5.3 Eckerd Kids, Inc. will provide each participant with an **Objective Assessment** of his/her academic levels, skill levels, employment skills, prior work experience, employability, and service needs of each participant at the time of enrollment into WIOA youth activities. Standardized assessment tests will be used for assessment of basic skills, career interests and aptitudes (including interests and aptitudes for nontraditional jobs), and work readiness needs. Reasonable accommodations for individuals with disabilities and/or special needs will be provided to allow for participation in the assessment process. The objective assessment must be documented in (SCWOS) as the first service and point of enrollment. The objective assessment is a more detailed examination of barriers to employment and results in recommendations to be incorporated into the development of a person's Individual Service Strategy (ISS). These might include some combination or all of the following: educational attainment; employment history; more in-depth information about basic literacy and occupational skill levels; interests; aptitudes; family and financial situation; emotional and physical health, including disabilities; attitudes toward work; motivation; and supportive service needs.

Eckerd Kids, Inc. may assess supportive service needs and developmental needs of participants for the purpose of identifying appropriate educational, employment, and career pathway goals. Meaningful service planning cannot occur without effective assessment practices. Benchmarks toward planned outcomes will be measured against actual progress and other such indicators as attendance, promptness, self-management, and improved communication skills.

5.4 Eckerd Kids, Inc. will develop an **Individualized Service Strategies (ISS)** with each youth participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information and that are directly linked to one (1) or more of the WIOA performance outcomes/indicators (See 11.2). The ISS must be documented in the SCWOS System in a timely manner and developed **with** the participant. The ISS shall identify career pathways that include the participant's educational and employment goals (including appropriate circumstances, nontraditional employment), appropriate services for the participant taking into account the objective assessment described above. The ISS plan should describe/identify activities, and supportive services the participant will receive to achieve those mutually agreed upon goals, objectives, and services. The ISS is a plan that

should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur. The individualized service strategies (ISS) will be reviewed 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 activity code 413 should be entered into the SCWOS System and a new plan signed by the participant and filed in the participant's hard file. Funds allocated to a local area for eligible youth shall be used to carry out, eligible youth programs that:

a. Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;
b. Preparation for postsecondary educational and training opportunities;
c. Strong linkages between academic instruction, academic content, and occupational education that lead to the attainment of recognized postsecondary credentials;
d. Preparation for unsubsidized employment opportunities, in appropriate cases; and
e. Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

5.5 Eckerd Kids, Inc. will provide **Case Management** to ensure all youth are successful. Case Management is a participant-centered, goal-oriented approach to the delivery of services designed to coordinate comprehensive educational, employment, and career pathway goals and plans to ensure that participants have access to necessary training and support services.

5.5.1 Eckerd Kids, Inc. will provide **comprehensive case management** services to youth participants as part of the year round service strategy. Youth program staff will be expected to work closely with the youth participant to provide support and guidance, address needs and barriers, solve problems, serve as role models, and assist in the attainment of the objectives and goals agreed upon in the individualized service strategies (ISS). The ISS benchmarks will be used to measure progress and will be reviewed and updated by youth program staff to arrange for needed services, identify and address concerns as they arise, and document progress made during participation.

Regular personal contact between a case manager and the youth participant is essential. The frequency of the contact is based on an assessment of the participant's needs and ISS goals as they move through the process. At a minimum, bi-weekly contact must be made with each youth participant. More frequent contact may be needed in certain circumstances. Case managers are to provide support and intervention in time of crisis, and assist in the development and implementation of a crisis plan. The youth participant should be aware that he/she has support and accountability in working to achieve his/her goals.

Documentation and monthly case notes are required and must be entered into the participant's case record and/or the SCWOS System in a timely manner. Case note summary are not limited to but should detail contacts per participant, missed appointments and attempted contacts, services provided to the participant, progress, barriers, interventions, and successes of the participant, follow-up (retention activities), etc. All WIOA staff is expected to be informed of, and adhere to, professional standards of client confidentiality. Staff with access to, or control over WIOA youth participant records or other confidential information is expected to safeguard such information.

5.6 Eckerd Kids, Inc. will provide **Supportive Services** needs necessary to assist youth participants to be successful in achieving their goals. This may include transportation, childcare, dependent care, housing, work-related tools and required clothing (uniforms) for employment. Eckerd Kids, Inc. will coordinate payment for training (tuition and books) via vouchers submitted for the enrolled participant. To the extent possible, programs should address supportive services needs through leveraging existing resources and other partnerships before expending WIOA funds (20 CFR 664.440). Supportive services needs are determined during objective assessment summary and supportive service needs should align with the youth participants ISS plan goal(s). The object assessment and development of the individual service strategy (ISS) must be completed in the SC Works Online Services (SCWOS). A printout of the ISS/Plan will be signed by the participant and placed in the hard file. Eckerd Kids, Inc. must identify the youth barriers in the ISS and case notes. All supportive services will be entered into SCWOS, include method (in-kind, arrangements with other agency, or cash assistance) by which supportive services will be provided. Supporting documentation such as copies of invoices will be in the participant's hard file. **(See Revised WIA Instruction Letter PY 10-02 Supportive Services Policy-Youth).**

5.7 Eckerd Kids, Inc. will be responsible for all **Follow-up (Retention) Services** for youth, which WIOA requires a minimum of 12 months. Follow-up (retention) services may be different for each individual based on his/her individual needs. Follow-up (retention) services are more than a contact attempted or gather information for reporting purposes. Follow-up (retention) services must provide the necessary support to ensure the success of youth post-program.

6.0 RECRUITMENT, ELIGIBILITY, AND REGISTRATION

6.1 Recruitment

Eckerd Kids, Inc. is responsible for outreach and recruiting participants to be served during the grant period and serve out-of-school youth, age 17-24. Eckerd Kids, Inc expenditures must be 75% of funds on out-of-school youth and the **option to serve** eligible in-school youth classified as seniors, age 18-21, low income, most in need, and meeting the WIOA in-school definition and barrier(s) (see 3.1 the option to serve in-school youth).

6.2 Eligibility

To be eligible to participate in youth activities under Title I of the Workforce Innovation and Opportunity Act (WIOA) during any program year, an individual shall at the time of eligibility determination be determined by SCWOS an out-of-school or an in-school youth and meet the following definition.

Section 129(a)(1)(B) defines the term "out-of-school" youth as:

Out-of-School Youth:

1. Not attending any school (as defined by State law)
2. An individual 16-24 years of age (the WorkLink Youth Committee's focus will be age 17-24 at time of enrollment)
3. Reside in Anderson, Oconee, or Pickens Counties, **and**
4. Is an individual who has one or more of the following barriers:
    a. A school dropout
    b. A youth who is within the age within the compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter (**Public Law 681.210 states"Because school districts differ in what they use for school year quarter, the time period of a school year quarter is based on how a local school districts define its school year quarter".)**
    c. A recipient or secondary school diploma who is a low-income individual and is-
        i. Basic skills deficient; or
        ii. An English language learner
    d. An individual who is subject to the juvenile or adult justice system
    e. A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the Social Security Act, or an out-of-home placement.
    f. An individual who is pregnant or parenting
    g. A youth who is an individual with a disability
    h. A low income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.
    i. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant (youth 17-24) in need of work-readiness skills to include soft skills, life skills, occupational skills, and lack of work experience?
5. Authorized to work in the United States (I-9)

6. Registered for selective service (applies to males 18 and older)

Section 129(a)(1)(C) defines the term "in-school" youth as:

In-School Youth:

1. Attending any school (as defined by State law)
2. An individual 14-21 years of age (the WorkLink Youth Committee's focus will be age 18-21 at time of enrollment)
3. A low-income individual
4. Reside in Anderson, Oconee, or Pickens Counties, **and**
5. Is an individual who has one or more of the following barriers:
    a. Basic skills deficient
    b. An English language learner
    c. An offender
    d. A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the Social Security Act, or an out-of-home placement.
    e. An individual who is pregnant or parenting
    f. A youth who is an individual with a disability
    g. An individual who requires additional assistance to complete an educational program or to secure or hold employment.
    h. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant (youth 17-24) in need of work-readiness skills to include soft skills, life skills, occupational skills, and lack of work experience?
6. Authorized to work in the United States (I-9)
7. Registered for selective service (applies to males 18 and older)

Note: that the term "low income", used with respect to an individual, also includes youth living in a high poverty area.

6.3 Eligibility Criterion: Definitions and Documentation Requirements

The following definitions apply to the above eligibility criterion (Sec. 3 Definitions-Public Law 113-128):

Low-Income individual is defined as:

An individual who receives, or in the past 6 months has received,
or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of

block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;

An individual is in a family with total family income that does not exceed the higher of—

(I) the poverty line; or
(II) 70 percent of the lower living standard income level;
(iii) is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994
H. R. 803—12 (42 U.S.C. 14043e–2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
(iv) receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
(v) is a foster child on behalf of whom State or local government payments are made; or
(vi) is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

Public Assistance is defined as:
Federal, State, or local government cash payments for which eligibility is determined by needs or income test.

Income will be calculated for an individual that received income or an individual who is a member of a family that received a total family income, for the 6-month period prior to application for the youth program. Until further notification we will use income exclusions/inclusions used under WIOA.

Deficient in Basic Literacy Skills is defined as:

1. An individual who is determined to compute or solve problems, read, write, or speak English at or below 8th grade(level 8.9); or
2. An individual who is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family or in society.

School dropout is defined as:

An individual who is no longer attending any school and who has not received a secondary school diploma or it has recognized equivalent.

Offender is defined as:

An adult or juvenile -

A. Who is or has been subject to any stage of the criminal justice process, for whom services under this ACT may be beneficial; or
B. Who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

Individual who requires additional assistance to complete an educational program, or to secure and hold employment is defined as:

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

Out-of- School Youth is defined as:

An eligible youth who is a school dropout, or within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, a recipient of a secondary school diploma or its recognized equivalent, a low income individual, basic skills deficient or an English language learner, and meet one or more youth barrier defined under WIOA Act Section 129(a)(1)(B).

In-School Youth defined as:

An eligible youth who is attending school (as defined by State law), a low income individual and meet one or more youth barrier defined under WIOA Act Section 129(a) 1)(C). (See 6.2 above)

Individual with a Disability defined as:

An individual with a disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).
An individual with a physical or mental impairment that substantially limits one or more major life activities; a record of such an impairment; or regarded as having an impairment. Individuals with Disabilities - "individuals with disabilities" means more than one (1) individual with a disability.

Individuals with a Barrier to Employment defined as:

A member of one (1) or more of the following populations:
(A) Displaced homemakers.
(B) Low-income individuals.
(C) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166.

(D) Individuals with disabilities, including youth who are individuals with disabilities.
(E) Older individuals.
(F) Ex-offenders.
(G) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42U.S.C. 14043e–2(6))), or homeless children and youths (as H. R. 803—10 defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))).
(H) Youth who are in or have aged out of the foster care system.
(I) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
(J) Eligible migrant and seasonal farmworkers, as defined in section 167(i).
(K) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.).
(L) Single parents (including single pregnant women).
(M) Long-term unemployed individuals.
(N) Such other groups as the Governor involved determines to have barriers to employment.

Exceptions and Limitations:

(A) Exception for Persons Who Are Not Low-Income Individuals -

(i) Definition - In this subparagraph, the term covered "individual" means an in-school youth, or an H. R. 803 – 82 out-of-school youth who is described in subclause (III) or (VIII) of paragraph (1)(B)(iii).

(ii) Exception - In each local area, not more than 5 percent of the individuals assisted under this section may be persons who would be covered individuals,
except that the persons are not low-income individuals.

(B) Limitation - In each local area, not more than 5 percent of the in-school youth assisted under this section may be eligible under paragraph (1) because the youth are in-school youth described in paragraph (1)(C)(iv)(VII).

6.4 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).

Veteran Defined as:

(A) Veteran - The term "veteran" has the meaning given the term in section 101 of title 38, United States Code.

(B) Recently Separated Veteran - means any veteran who applies for participation under this Act within 48 months after the discharge or release from active military, naval, or air service.

7.0 Documentation and Data Collection

As necessary, Eckerd Kids, Inc. acquires eligibility determination documentation directly from employers, vocational rehabilitation, welfare agencies, etc. Eligibility determination must be provided at each location. Applicants are not determined eligible until staff receives all required documents and should not be enrolled until all documentation is verified. Eckerd Kids, Inc. is responsible for the completion, distribution, and maintenance of all required WIOA forms. **(See Employment and Training Instruction Letter No. 14-02-WIA Date Validation for PY 13 and WIA Instruction Letter PY' 10-05 - File Management and Record Retention Policy).**

7.1 WIOA Suitability Guidelines

The Career Coach will assess suitability by gathering critical information from the youth applicant face to face. The results/responses gathered would assist in determining suitability for WIOA services. Many applicants may be eligible for WIOA services but not appropriate/suitable for enrollment in which they would be referred to a partner/community agency. There is no limit on the number of times an applicant can apply for the WIOA program. **Note**: Career Coaches are reminded that WIOA is not an entitlement program and they are charged with the responsibility of enrolling applicants who are both eligible, appropriate and suitable for WIOA services.

7.2 Income Gathering

At certification, income information is gathered for the last six months. The six months income figure will then be doubled to determine annual income. The annual income will be compared to the 200% Lower Living Standard Income Level to determine Lower Living Standards.

7.3 Liability

If Eckerd Kids, Inc. discovers that an individual determined eligible who has been enrolled into an activity is in fact not eligible, he/she must notify the WorkLink WIOA Director immediately so that appropriate action may be taken.

Eckerd Kids, Inc. is liable for financial reimbursement of costs incurred as a result of erroneous eligibility determinations, enrollment made deliberately or with insufficient care, and/or disallowed costs.

7.4 File Management Policy

Eckerd Kids, Inc. will follow the Case Management File Policy. All eligibility files are the ultimate responsibility of the service provider. The participant's file is maintained in the office where the participant was certified. There is only one hard file for each participant. The file is to be kept for **four** years after the 12 month follow-up procedures are completed. **(See WIOA Training and Employment Instruction Letter PY' 10-05 - File Management and Record Retention Policy).**

7.5 Oversight of Registration

The SC Department of Employment & Workforce (SCDEW) provides a system of internal oversight to ensure the accuracy of registration. SCDEW provides training and technical assistance to WIOA staff to ensure compliance with eligibility requirements. SCDEW staff, as well as LWDA staff, conducts monitoring of the eligibility determination/enrollment/initial assessment/services provided.

7.6 In accordance with the Nontraditional Employment for Women (NEW) Act, the grantee is required to recruit women for nontraditional training programs and employment. Nontraditional Employment refers to:

> "Occupations or fields of work for which individuals from the gender involved comprise less than 25% of the individuals employed in such occupation or field of work."

7.7 Eckerd Kids, Inc. may utilize a variety of methods of recruitment they deem appropriate and necessary to achieve the enrollment goals of the program. These methods may include public service announcements, publicity releases, community bulletin boards, local churches, civic organizations, and social service agencies, walk-in traffic referrals from other WIOA grantees and/or SC Work Centers, and any other methods deemed appropriate.

7.8 Eckerd Kids, Inc. will certify youth interested in participating and deemed eligible and appropriate/suitable. Eckerd Kids, Inc. will make referrals to the appropriate agency/ agencies for those youth that are deemed ineligible. After verification of eligibility, Eckerd Kids, Inc. has 90 days from the eligibility determination date to register the participant into the WIOA program using the SC Works Online Services. **Eckerd Kids, Inc. must not provide any WIOA Title I sponsored service/activity prior to eligibility determination. Note: TABE or WorkKeys Testing used for Basic Skill Deficiency determination for WIOA Youth participants eligibility process are an exception.**

7.9 Eckerd Kids, Inc. will use discretion when enrolling an individual into the WIOA program who shows a grade level of below 5.9 and will inform the Administrative Entity of this enrollment in writing. The objective of the WorkLink Workforce Development Area is to serve out of school youth or up to 20% of youth funds may be utilized for the option to serve eligible in-school youth or not more than 5% of youth served may be in-school youth "needing additional assistance" **(See 6.2 In-School Youth (5) (h)**.

8.0 COORDINATION OF RESOURCES

8.1 A key principle of the Workforce Innovation and Opportunity Act is the streamlining of services offered in the LWDA, including the co-location, coordination, and integration of activities, information and services. A critical element of this grant is the use of all available resources to support the participant's plan to move towards self-sufficiency. **It is the Grantee's**

responsibility to effectively arrange and coordinate resources.

9.0 TRAINING REQUIREMENTS

9.1 Time and attendance sheets must be signed by the participant and instructor or activity supervisor. The time and attendance sheets shall be maintained in each participant's hard file in sequential order most current first and will be especially critical if the participant is receiving supportive services such as, childcare and/or transportation. The time and attendance sheets must be submitted to the grantee at least bi-weekly, be original, and be completed in ink, with alterations being initialed. At least once during the training period, the Career Coach/Program Manager shall audit time and attendance of each participant verifying the participant and instructor signatures. A photocopy of the original document is to be maintained in the participant's hard file. No cross outs or white outs will be allowed on the photocopy without the participant's signature.

9.2 Documents required for training: invoice, curriculum, time/attendance sheets, satisfactory progress (grades), class schedule, identify financial aid, and paid invoice. **(Employment and Training Instruction Letter PY'11-06- Satisfactory Progress for WIA Youth Participants).**

10.0 COMPENSATION PAYMENTS

10.1 Eckerd Kids, Inc. program includes a unique Supportive Service System in the form of transportation and an incentive based structure called Skill Invoice. Participants earn an incentive by the attainment of goals and supportive service needs are identified and/or established with their Career Coach when designing their ISS. Any future changes to Supportive Service System and Skill Invoice must be approved by Youth Council. **(See Attachment #1 and Revised WIA Instruction Letter PY'10-02 - Supportive Services Policy - Youth).**

10.2 Incentives under the WIOA youth program are permitted and allowable under WIOA, the incentives must be in compliance with the requirements in 2 CFR part 200. This is not a change; under WIOA, incentives must have followed the Uniform Administrative Requirements at 29 CFR parts 95 and 97 and the cost principles at 2 CFR parts 220, 225, and 230. The Uniform Administrative Requirements were recently consolidated into 2 CFR part 200. For example, under 2 CFR part 200, Federal funds may not be spent on entertainment costs. Therefore, incentives may not include entertainment, such as movie or sporting event tickets or gift cards to movie theaters or other venues whose sole purpose is entertainment. Additionally, under 2 CFR part 200, there are requirements related to internal controls to safeguard cash which also apply to safeguarding of gift cards, which are essentially cash. (§681.650, Public Law 113-128)

11.0 WIOA 14 YOUTH PROGRAM ELEMENTS (129 (C)(2)

11.1 Case Management of Additional Youth Program Elements

11.1.1 Eckerd Kids, Inc.- Palmetto Youth Connections (PYC) will provide **Case Management** to ensure all youth are successful. Case Management is a participant-centered, goal-oriented approach to the delivery of services designed to coordinate comprehensive educational, employment, and career pathway goals and plans to ensure that participants have access to necessary training and support services. **(See 5.5 and 5.5.1)**

Intensive case management must be provided to ensure all youth are successful. Services shall provide transitional support including occupational information, job search assistance, placement, job development, and follow-up (retention) services. 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, basic skills:**

Palmetto Youth Connections (PYC) will use Learning Express-Workforce Skills for 21st Century Success. Learning Express offers a multitude of items: GED test prep, practice for career certification exams, tutorials for computer skills and software, comprehensive job search platform, resume and letter writing, workplace and job skills improvement, and offers progressive lessons to improve skills. This approach offers constant immediate feedback reporting for each student to acknowledge his/her progress.

In the WorkLink area all Basic Skills Remediation, GED preparation, High School Diploma preparation, study skills, and tutoring support will be provided and/or coordinated by Adult Education in all three counties. PYC will focus on small group or individualized instruction through direct instructor support and the use of interactive software that will accelerate outcomes. Academic deficiencies will be addressed and, each online learning platform will be documented to establish benchmarks for progress. The software ensures positive feedback, detailed administrative reporting, and proper documentation will be placed in the participant's hard file.

Students work independently and as a group in instructor led activities. PYC will provide ongoing, consistent support to maximize each student's effort and performance.

2) **Alternative secondary school, or drop-out recovery services:**

PYC will assist enrolled youth to attain a level of academic proficiency needed to succeed in the workplace as a primary task of Palmetto Youth Connections (PYC). The partnership with the Adult Education Centers in the three counties will provide a unique opportunity for participants to receive GED preparation with a familiar community based organization.

Adult Education staff is highly trained to work with all levels of learners and resources to provide a quality academic program.

At the direction of the Local WDB and/or Youth Committee, formal collaboration with the Alternative Schools or Education Programs such as Title One High Schools and At-Risk programs within the School Districts will be developed to serve in-school youth with those most in need as the priority. Alternative Schools or Education Programs will continue to be a referral resource if a student should leave/drop-out of school. High School students will be targeted in the spring of each school year to increase WIOA awareness in the area to reach graduates who need one/one career coaching to move forward towards a Career Pathway.

3) **Paid and Unpaid Work Experiences, including internships, job shadowing, on-the-job training or pre-apprenticeships:**

PYC will seek year round Work Experience opportunities for youth beginning with the PYC Career Coach input, evaluation, identification, preparation, and referral of youth who are in need of obtaining work experience before entering the workplace and/or for work related to the identified Career Pathway. Hourly Stipends will be paid to participants during work experience. Private, Public and Non-Profit Businesses will be sought to offer these work experience opportunities. PYC Workforce Specialist will establish these opportunities and also seek businesses that may offer the opportunity for full time employment afterwards. Unpaid work experience will be a component of the program, as needed and/or as a teaching method for soft skills that need improvement after verbal and written opportunities for improvement have been given to the participant.

At the direction of the Local WDB Youth Committee, PYC will pursue the establishment of Pre-apprenticeship programs, Internships and On-the-Job training. Job shadowing opportunities will be offered, as warranted by the chosen Career Pathway.

A Summer Work Experience component will be offered based on the need and funding available. Our OSY and ISY program model runs year round and does not include a designated summer component. We do focus on these months for placement into work experiences and/or employment as there is often an influx of part-time opportunities to gain necessary work experience prior to permanent job placement. Summer related services can also include GED/high school diploma classes, WorkKeys assessment/classes, work related soft skills training, and academic tutoring. **(See 25.1, 26.0-26.4)**

4) **Occupational skills training**:

Local area In-demand industry sectors or occupations will drive occupational skills training and are a part of the Career Pathway process. PYC has developed a voucher system in which participants seeking short

term vocational training at the Technical College or through any approved training provider. All of our participants will have the opportunity for career exploration and planning based on the desired outcome of self-sufficiency. Staff will work with each student to provide them with the necessary knowledge including labor market information to pursue post-secondary education programs and will assist students in linking with the local resources available to assist them in completing Free Application for Federal Student Aid (FAFSA) applications, Pell Grant application, and Lottery Tuition Assistance if they choose to pursue post-secondary education. PYC will provide occupational skills training by using the structured guidance of the WorkLink Workforce Development Board approved high growth, high demand industries: Administrative and Support and Waste Management and remediation Services, Health Care and Social Assistance, Manufacturing, Professional, Scientific, and Technical Services, Retail Trade, etc. Youth participant training requests outside of the WDB approved in-demand industries must be verified to be in-demand, allowable, and submitted for final approval by WorkLink Executive Director. Effort will be 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.

5) **Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster:**

PYC will provide education with concurrent workforce preparation within the local in demand career clusters (as funding allows).

6) **Leadership Development Opportunities, which may include such activities as positive social behavior and civic behaviors, 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
- Budgeting of Resources

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
- Participation on the Youth Committee

All Leadership Development Opportunities should be developed in conjunction with the county's appropriate agencies through linkages, and should be designed to be fun, informative, and motivational.

7) **Supportive Services:**

PYC understands many of the needs of the youth population. As these participants' may not have adequate resources, we look to community linkages to assist each youth. One of the most important linkages we help put in place for every youth is knowledge of and registration with the SC Works Center where many community resources are co-located. This also brings other professionals into our network of support and opens the door for a variety of referral services. We feel that this strategy is the most effective in that it prevents duplication of services being provided in any area and helps to connect the youth to a system that can assist them in their adulthood.

Whether we have to coordinate a tour for our youth at a SC Works facility or if their staff can visit our classroom sites, we make certain every youth is offered opportunities to learn of all available SC Works resources. Certainly every youth have access to and will be made aware of the 211 community resources system as a guide to services and learn how to access needed services.

PYC will provide supportive services based on the funding available and the direction of the WDB Youth Committee. Examples of supportive services include, but are not limited to transportation reimbursement, incentives, child care, purchase of work related clothing/equipment, work related pre-screenings, and emergency assistance.

Our program includes a unique Supportive Service system in an incentive based structure called Skill Invoices. Skill Invoices are discussed with students up front and designed around the benchmarks of their ISS. The rationale for this system is that students have the opportunity to EARN an incentive or supportive service by the attainment of goals they established with their Career Coach when designing their ISS. Skill Invoices replace traditional Supportive Service payments for transportation, childcare, stipends, etc. The Skill Invoice concept promotes pay for productivity and accountability the same as students will encounter when they enter the workplace.

Note: Based on the WorkLink Workforce Development Board's Supportive Service Policy, childcare and transportation assistance is an allowable supportive service. However, childcare needs should be coordinated first by the participant through referrals to other applicable agencies. The participant may request supportive services through the Grantee only after documenting that no other resources are available in the local area and that such supportive services are required in order for eligible youth to participate in Title I WIOA. **(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.

PYC will provide youth with adult mentoring through teachers, instructors, job shadowing or work site supervisors, tutors, and community organizations such as senior volunteers, fraternities and sororities, faith based organization, etc. The Grantee will be responsible for identifying and developing these relationships in Anderson, Oconee, and Pickens counties. Mentors should develop a mentoring schedule and meet with their mentoring students at least two times per month to discuss goal setting, school issues, and problem solving.

Key to the success of any youth program or activity is an adult or adults within the community who are committed to serving as mentor(s) or role model(s) for all participating youth. Adult mentors should serve as role models and impart standards or expectations for these youth with respect to employment decisions, life skills, self-sufficiency and/or education achievement.

The adult mentors assigned to participants at the completion of Eckerd Kids, Inc. program will have the responsibility of contacting participants approximately two (2) times per month (by telephone or in person) during the year. The role of the adult mentor is that of coach, advocate, counselor, and friend. The parent/guardian will be notified for participants under the age of 18, and/or when appropriate and together (participant,

parent and mentor) will attempt to identify community resources that might provide assistance.

9) Follow-up (Retention) Services:

Follow-up (Retention) services will be provided by the Eckerd Kids, Inc. - PYC for each participant, and may occur both during and after WIOA program participation. Every exited participant will have a 12-month follow-up completed, which reviews his/ her needs, status, and progress. Eckerd Kids, Inc. will document such services in the participants' files and SC Works Online Services. All youth must receive follow-up services.

Follow-up (Retention) services may be different for each individual based on his/her needs. Follow-up (retention) services, for not less than 12 months after completion of participation, include but are not limited to, the provision of on-going support, 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.

Eckerd Kids, Inc. - PYC 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:

To include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual.

PYC will provide comprehensive guidance counseling to youth that will take place in the form of follow-up calls, coordination of services, ISS updates, issuance of support services, mentor updates, etc.

Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, must be provided to each youth participant in any youth activity and tracked to ensure assistance is received and needs met.

Comprehensive guidance and counseling strategies should include, but are not limited to:

- Regularly scheduled contact with the participants (a minimum of bi-weekly).
- Support and intervention in time of crisis, assistance in development and implementation of a crisis plan.
- Intensive and personal follow-up activities which will be based upon

the needs of the individual and documented in the case notes.

- Use of the ISS benchmarks to measure progress
- Provision of linkages, coordination of services, and resources that support the achievement of participants individualized goals (ISS).

The basic objective of this component is to monitor participant progress in fulfilling the ISS. Where progress is slow or in reverse, Career Coaches must be proactive in identifying the problem and solving it before the participant quits without achieving a recorded positive outcome. Referrals to outside agencies may be needed.

11) Financial Literacy Education:

PYC currently has a Financial Literacy component requirement through the Career Smart workshops offered to students as a pre-requisite to work experience training. Participants are exposed to financial management techniques that are building blocks to lifelong self-sufficiency and long term financial planning. PYC will pursue other community resources, such as financial institutions, as appropriate, to provide financial guidance and education in the form workshops/Seminars to youth in the service area.
PYC has numerous and free online financial literacy education and training resources available, for one/one and self-directed training options. Examples of these money smart resources are: fdic.gov and khanacademy.com. Other resources will be explored based on the differing learning styles of the youth served and the available funding.

12) Entrepreneurial Skills Training:

PYC has numerous and free online entrepreneurial skills training resources available for one-on-one and self-directed training options to be offered to the youth in the service area. Examples of these resources are: Business Majors.about.com and myownbusiness.com. Other resources will be explored based on the differing learning styles of the youth served and the available funding. For students who are on the career pathway to own their own business, a certificate course option can be explored through corporate and community education and the local technical college.

13) Service that provide labor market and employment information about local in-demand industry sectors or occupations:

As a part of the Career Pathway process, each participant is required to review one/one with their career coach the local in-demand career clusters for informed decision making concerning the local job market. Other resources, such as Careeroutlook.us, can also be used to provide self –

directed virtual career coaching and state by state career outlook information/comparisons.

14) **Activities that help youth prepare for and transition to post-secondary education:**

As a part of the Career Pathway exploration process, the steps to enter post-secondary are reviewed. Students are encouraged to pursue post-secondary education as related to the career pathway. Participants have the support of a one/one career coach to assist with the following: scheduling tours, financial aid workshops through the institution, and follow up and support during the transition to college. Staff will also outreach to the post-secondary education institutions and career institutes to expose youth to the various options they have to continue their education. PYC staff will also connect youth who are interested to the armed forces and the Job Corps program.

Career Pathway Defined as:

A combination of rigorous and high-quality education, training, and other services that
(A) aligns with the skill needs of industries in the economy of the State or regional economy involved;
(B) prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the "National Apprenticeship Act"; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) (referred to individually in this Act as an "apprenticeship", except in section 171);
(C) includes counseling to support an individual in achieving the individual's education and career goals;
(D) includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
(E) organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
(F) enables an individual to attain a secondary school diploma or its recognized equivalent, and at least 1 recognized postsecondary credential; and
(G) helps an individual enter or advance within a specific occupation or occupational cluster.

Career Planning Defined as:

The provision of a client-centered approach in the delivery of services, designed
(A) to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and
(B) to provide job, education, and career counseling, as appropriate during program participation and after job placement.

12.0 PERFORMANCE EXPECTATIONS

12.1 The Grantee will enroll a minimum of **156** out-of-school participants during the program year. The option to serve in-school youth allows for providing services to in-school youth. **(See 6.1, 6.2 In-School Youth (5) (h).**

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 Development Area. **Grantee will be notified of updated youth performance measures for PY'16 as they become available.**

PY 16 Youth Performance Measures	Minimum Levels
Placement in Employment or Education	80.0%
Attainment of Degree or Certificate	80.0%
Literacy or Numeracy Gains	67.6%

Disclaimer: Additional measures will be added to the youth performance measures with Workforce Innovation and Opportunity Act, July 2016. **The additional measures are:** (Placement in Employment, Education, or Training); (Retention in Employment; Education, or Training); (Earnings); (Credential Rate)); and (In Program Skills Gain). WorkLink Workforce Development Area and Palmetto Youth Connections (PYC) will review and prepare for Performance Accountability, Retention, and Performance Measures captured during second and fourth quarter after exit from the program during PY 16.

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 participant, intensive services provided to the participant, the participants progress, barriers interventions, and successes. It is suggested Eckerd Kids, Inc. Career Coach use the Case Notes General Information listed in SCWOS under staff resources. **(See Attachment # 2)**

14.0 ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES

14.1 The parties to this agreement shall cooperate and adhere to the following personnel administration and financial policies and procedures.

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

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

14.4 The Grantee will keep a log of all complaints received and the disposition of such complaints. The Grantee will advise the WDB staff immediately if a complaint is filed.

14.5 The Grantee will be required to disclose any/all funding sources outside of WIOA funding.

15.0 Grantee Central Files

15.1 At a minimum, the following documents will be maintained in the Grantee's central files and will be available for on-site monitoring purposes:

- Grant (Program Year Statement of Work and Budget)
- Copy of Act and Applicable Federal Regulations
- Staff Job Descriptions
- Staff Time and Attendance to include annual leave hours, sick leave hours, and holiday hours (Eckerd Kids, 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 WIOA funds may only perform WIOA duties when they are charging to WIOA 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. **(See 17.1)**

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 **four** local offices in the event of planned and/or unplanned absences of more than three days.

17.0 Financial Reporting

171 Financial reports and close out packages will be prepared and submitted according to instructions in the Financial Handbook. Financial reports are due at the WDB Office by the 10th day of the following month and close out packages are due August 10, 2017.

17.2 The original of the financial report and/or close out package may be mailed to the following address, e-mailed, or put in the drop box.

WorkLink Workforce Investment Board
Attn: Jennifer Kelly, Program Director
1376 Tiger Blvd., Suite 102
Clemson, SC 29631

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 a minimum of **93%** of the funds to be evaluated after third (3rd) quarter of each program year.

17.5 Accurate, current, and complete disclosure of the financial results of WIOA grant activities must be made in accordance with SCDEW grant reporting requirements. This means that allowable costs reported to the State and to the local WDB must be traceable to accounting records. In addition, all allowable costs and activities must be reported, and the reports must be submitted in the format specified by SCDEW Finance. For WIOA grants, the LWDA must report expenditures and obligations on a monthly basis for each open grant. The Grantee's fiscal representative/project accountant will maintain an in-house method for tracking obligations and expenditures. This information and reports will be made available upon request.

17.6 Invoices for reimbursements will not be processed if monthly financial reports are delinquent.

17.7 Grantee at this time will track Individual Fund Tracking (IFT) and Individual Training Accounts (ITA) in a separate system ETO (Efforts to Outcomes) and/or Excel spreadsheet(s) that can provide the required information upon request (per participant) expenditures to LWDA, WorkLink staff, or SCDEW 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 Training and Employment Instruction Letter PY'10-07-WIA Participant Lifetime Training Individual Training Account (ITA) Cap. WorkLink Workforce Development Board Local Training Cap is $5,000.00 per year and $10,000.00 per lifetime.)**

18.0 Disallowed Cost

18.1 The Grantee shall reimburse all costs determined to be disallowed costs in connection with the activities in this grant from non-WIOA fund sources.

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

It is understandable that WIOA funded staff may need to participate in activities of the employing agency such as staff meetings. However, participating in activities not specifically mentioned in this grant or in the interest of WIOA, SC Works, or the WorkLink Workforce Development Board will be considered disallowed costs. **(See 17.1)**

19.0 Procurement/Utilization of Property

19.1 The Grantee is held accountable for any WIOA property and/or equipment shown on the property inventory for Eckerd Kids, 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 WorkLink Workforce Development Board (WDB) office. WDB staff will include inventory monitoring in their monitoring visit yearly.

20.0 TIME KEEPING REQUIREMENTS FOR WIOA GRANTEE STAFF AND PARTICIPANTS

20.1 WIOA Grantee Staff

Record of WIOA staff member time sheets or record of hours worked on this WIOA youth project and all other projects (if applicable), to include annual/vacation leave, sick leave, personal leave, and holiday hours. The records must be signed by the staff member and his/her supervisor and maintained in a central file.

1. Grantee should submit schedules with work hours for their **four** local offices.

2. Grantee should seek pre-approval for holidays and request permission to close office prior to doing so.

21.0 WIOA Participants

21.1 A time and attendance sheet or record of hours spent in WIOA Eckerd Kids, Inc. shall be maintained in the participant's hard file. A time sheet or record of hours spent in youth activities and training shall be maintained in the participants' hard files.

21.1.1 The Grantee shall submit any requested reports, forms, and/or documents pertaining to the WIOA participants and/or participant data to the WorkLink Workforce Development Area contact person indicated: Sharon Crite, Youth Services Manager/Education Outreach.

22.0 Programmatic Data, Forms, and Reporting

22.1 The Grantee is to use the SC Works Online Services (SCWOS) as the on-line reporting system for WIOA eligibility/certification, case management, tracking of services, follow-up and reporting. The Grantee should maintain and be knowledgeable of the following **SCWOS Staff Resources:**

a. SCWOS Individual User Guide
b. SCWOS Staff User Guide
c. WorkLink WIOA Forms (WorkLink Website)
d. WIOA Application instruction

22.2 The Grantee should maintain and be knowledgeable of all active WorkLink Instruction Letters.

23.0 GENERAL REQUIREMENTS

23.1 The Grantee's Eckerd Kids, Inc. Program Manager will conduct a quarterly review with each WIOA Eckerd Kids, Inc. Career Coach at their assigned location. A 25% file review is required. A written report is to be submitted to the WorkLink Workforce Development Board with findings and observations for monitoring purposes quarterly. Along with the report, a list of the participant's usernames, State ID, and last four digits of SSN should be submitted. The written report is due on the following dates: October 17, 2016, January 16, 2017, April 17, 2017, and July 17, 2017.

23.2 Attendance at all system wide grantee meetings is mandatory (as funding allows). It is expected that these meetings will be bi-annual. **Grantee will be required to get prior approval for training/conferences outside the region.**

23.3 Eckerd Kids, Inc. Program Management and/or Lead Career Coach staff is required to attend bi-monthly Youth Committee meetings and provide a performance report of all youth activities. Monthly narrative and statistical reporting will be drawn from SCWOS to be reported as needed to the Youth Council and other designated audiences. Both success stories and difficult cases will be profiled, if applicable or as requested.

23.4 Affirmative Action

The grantee will take affirmation action in complying with all Federal and State requirements concerning fair employment and employment of those with disabilities, and concerning the treatment of all employees, without regard to discrimination by reason of race, color, religion, sex, national origin, or physical disabilities as provided for in 20 CFR Part 667.275 of the Workforce Investment Act of 1998; Interim Final Rule and the administrative provisions of the Workforce Investment Act of 1998 as provided for in Section 188 of Public Law 105-220.

As a condition to the award of financial assistance under the Workforce Innovation and Opportunity Act of 2014 from the Department of Labor, the grant application assures, with respect to the operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal employment opportunity provisions of the Workforce Investment Act of 1998, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination of 1975; as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws. The United States has the right to seek judicial enforcement of this assurance.

23.5 Regulations and Requirements

The recipient/sub-recipient/sub-grantee must comply with the following federal regulations and requirements:

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;

2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
3. 2 CFR 200 Uniform Administrative requirements, cost principles, and audit requirements for federal awards including 2 CFR Appendix II to part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards.
4. 48 CFR Part 31 (applies to commercial organizations);
5. 29 CFR Part 95 which codifies OMB A-122;
6. 29 CFR Part 97 which codifies OMB A-87;
7. Section 504 of the Rehabilitation Act of 1973, as amended;
8. Section 508 of the Rehabilitation Act of 1973, as amended;
9. Age Discrimination Act of 1975, as amended;
10. Title IX of the Education Amendments of 1972, as amended;
11. Jobs for Veterans Act Public Law 107-288 and 20 CFR Part 1010;
12. Section 188 of the Workforce Innovation and Opportunity Act of 2014 and Section 188 of the Workforce Investment Act of 1998;
13. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
14. Title VI of the Civil Rights Act of 1964, as amended;
15. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
16. Equal Pay Act of 1963, as amended;
17. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA);
18. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
19. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
20. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
21. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

24.0 RECORD KEEPING REQUIREMENTS

24.1 The grantee shall keep records that are sufficient to permit the preparation or reports required by WIOA and to permit the tracking of funds to a level of expenditure adequate to ensure that funds have not been spent unlawfully **(Sec. 136 and185 of the Workforce Investment Act of 1998), (See Pg. 4 of Training and Employment Instruction Letter 38-14).**

The grantee shall retain all records including financial, statistical, property, participant records and supporting documentation for five (5) years after the grantee submits to the Administrative Entity its final expenditure report for that funding period. Records will be retained beyond this period if any litigation or audit is begun or if a claim is instituted involving this Agreement covered by the records. In such instances, the grantee shall retain records until the litigation,

audit, or claim has been finally resolved. **(See WorkLink WIA Instruction Letter No.: PY'10-05 File Management Record Retention Policy)**

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 WIOA regulations become more established and directions from the State are forwarded to the Local Workforce Development Area.

24.3 Grantee shall request prior approval and written confirmation from the Administrative Entity for forms and documents created prior to use and distribution within the youth WIOA program.

25.0 PAYMENT TO WIOA PARTICIPANTS

25.1 WIOA participants may be eligible to receive supportive service payments, and/or incentive payments. 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 **$7.75** per hour in work experience activities. **Note**: An increase in stipend may be based on the participant, the job, the business, and the available funding to arrive at a reasonable per-hour rate i.e. **the option to serve in-school youth "summer only" work experience rate of $8.25 per hour. Any/All stipend increases above what is mentioned in this grant section must have prior approval by LWDA-WorkLink.** The grantee shall make these payments directly to WIOA participants when applicable. The grantee shall also make sure that there are checks and balances between the maintenance of time sheets or other source documents and the cutting and disbursement of the checks to participants. 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 Development Area from Non-WIOA fund sources. **(See 17.1)**

25.2 **Unpaid Work Experience** training can/ will be considered on an individual basis, as a targeted work-based learning opportunity, and/or as needed to provide remediation of soft skills. Upon satisfactory completion of remediation, the participant may return to paid Work Experience for the remaining hours of training as per the Work Site agreement. **(See Attachment #1).**

26.0 INSURANCE COVERAGE FOR WIOA PARTICIPANTS

26.1 **Classroom Training:** The South Carolina Department of Workforce (SCDEW) will provide Accident Insurance Coverage for WIOA participants while they are participating in training conducted in a typical classroom training environment. Copy of insurance policy obtained annually.

26.2 **Work Experience, Limited Internships, and other forms of Training conducted on a Work Site:** The South Carolina Department of Workforce (SCDEW) will provide Accident Insurance Coverage for WIOA participants while participating in scheduled, supervised, or sponsored activities at verifiable training conducted in a typical work experience or limited internship, if applicable (generally, training conducted on an employer's work site). Copy of insurance policy obtained annually.

26.3 The worksite is required to provide liability insurance for extenuating circumstances relating to work-based learning and/or work experience, limited internship and other forms of training on a worksite. Liability insurance coverage is identified as a requirement and responsibility of the work site and requires worksite representative signature on the worksite agreement.

26.4 The grantee will provide general liability insurance certificate coverage and verification obtained annually as part of compliance documents.

26.5 Refund Policy
Grantee will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition-based training concludes early.

27.0 ADMINISTRATIVE ENTITY MONITORING

The Administrative Entity will monitor eligibility, assessment, ISS development, Equal Opportunity (EO) Compliance, financial and program activities to ensure clients are receiving adequate and relevant services. The monitor may conduct reviews various times throughout the program year, including a scheduled annual monitoring, and review at completion of the WIOA Eckerd Kids, Inc. program year. 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 Innovation and Opportunity Act and all regulations pertaining to the Act on file at its main office.

28.0 CONFIDENTIAL INFORMATION

Any reports, information, data, etc. given to or prepared or assembled by the Grantee under this grant which the Administrator requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Administrator.

28.1 SC Works Online services Confidentiality Requirements

Customer, employer, and employee information in the custody of the SC Works Online Services is confidential and may not be accessed, viewed, copied, printed, disclosed or otherwise manipulated unless it is needed to perform official job duties. Passwords are confidential, if you suspect anyone else has knowledge of your password, report immediately to 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 LWDA, and State Office shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials under this grant.

30.0 INTELLECTUAL PROPERTY

Any and all materials developed under this grant by the grantee under the recorded hours and/or paid WIOA funding will become the property of the Administrative Entity and/or WorkLink Workforce Development Board.

All WIOA participants approved for training must have an Individual Training Account (ITA) entered in an ITA Tracking System designated by Eckerd Kids, Inc. Workforce Services. Obligations and expenditures must be available at any time at the request of WorkLink, SCDEW or US DOL. Eckerd Kids, Inc. must supply the participant information upon request, even if they are no longer the grantee/contractor/provider.

31.0 OPTION TO EXTEND

Based upon funding availability, the Administrative Entity may extend a grant period if it appears to be in the best interest of the Administrative Entity and is agreeable with the Grantee.

32.0 TERMINATION

The Administrative Entity may terminate the performance of work under this Grant, in completely or in part, for either of the following circumstances: Termination for Convenience or Termination for Cause, as defined in the Terms and Conditions attached hereto and incorporated herein.

33.0 TRANSFER OF CONTRACT(s)

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.

34.0 RECORDS RETENTION STANDARDS

The Grantee agrees to maintain all records pertinent to the Workforce Innovation and opportunity Act (WIOA) agreements and grant, including financial, statistical, property, participant records and supporting documentation in accordance with grant provisions, Employment and Training Instruction Letters, WorkLink Workforce Development Board Memorandums, and other relevant guidelines. Records will be stored in a manner to preclude their loss or damage. All records created because of operations under this contractual agreement pertaining to WIOA activities will be maintained separately in storage from any other Grantee records. The Grantee will be responsible for storage costs. As a part of the grant closeout package, the Grantee will report all record holdings pertaining to this grant to WorkLink Workforce Development Board using forms provided for that purpose. The Grantee's records will be grouped for storage as follows: Applicant and Participant records, and all other records. Storage files will be adequately marked to facilitate identification and research of all records in storage.

35.0 FORMS TO MAINTAIN IN THE PARTICIPANTS FILES

1. All SC Works Online Services forms that relate to the WIOA program
2. WIOA Orientation Forms
3. Signed and dated grievance procedures
4. Counseling notes and documentation
5. Time and attendance sheets signed in ink by the participant and the instructor
6. Academic assessments, vocational assessments (as appropriate), and pre, progress, and post-tests data/results (Learning Express)
7. Competency obtainment documentation
8. Subgrant agreements (as appropriate)
9. Documentation of funds training allowances paid to participants
10. Log sheets signed in ink by participants with check numbers for all WIOA funds paid to participants (to be signed when checks are issued to participants)
11. EO Complaint log.
12. Other information deemed necessary by the Administrator.

36.0 GRANT CONSIDERATIONS

36.1 Changes or Modifications to this Grant

36.1.1 Any changes or modifications to this contractual agreement shall be detailed in writing and executed by both parties. Changes or modifications required because of changes in WIOA or new decisions of the WorkLink Workforce Development Board may be made anytime during the period of the contractual agreement. **A modification will be requested in the month of October after true carryover numbers are verified.**

37.0 SANCTIONS

37.1 The WorkLink Workforce Development Board may impose sanctions on the service provider when continued non-compliance with this contractual agreement, other policy and procedures of the Board, the Act and or its regulations exists. **(See WIA Instruction Letter PY'09-04 - Sanctions and Rewards Policy).**

37.2 Program Oversight

37.2.1 The Grantee acknowledges the right and responsibility of the WorkLink Workforce Development Board, SCDEW, and the US Department of Labor and/or their representatives under the provisions of the WIOA to conduct program oversight or monitoring on an announced and or unannounced basis. The grantee shall further assist in a cooperative manner, the agents, or representatives of the aforementioned entities when conducting on-site monitoring or audits of WIOA funded program activities.

38.0 EFFECTIVE DATES OF GRANT

38.1 The effective dates of the PY16 Grant are July 1, 2016 to June 30, 2017.

39.0 WIOA Operating Guidance Training and Employment Guidance Letter (TEGL) 38-14 References:

http://www.doleta.gov/WIOA

- WIOA (Pub. L. 113-128) Title I;
- Training and Employment Guidance Letter (TEGL) No. 34-14, Workforce Innovation and Opportunity Act Transition Authority Allotment of Program Year (PY) 2014 Dislocated Worker National Reserve Funds for WIOA Implementation Activities;
- TEGL No. 30-14, Negotiating or Extending Performance Goals for the Workforce Investment Act (WIA) Title IB Programs and Wagner-Peyser Act Funded Activities for Program Year(PY) 2015;
- TEGL No. 29-14, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year

(PY) 2015; Final PY 2015 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2015;

- TEGL No. 27-14, Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions;
- TEGL No. 26-14, Workforce Innovation and Opportunity Act Transition Authority for Flexible Use of State Rapid Response Funds;
- TEGL No. 23-14, Workforce Innovation and Opportunity Act (WIOA) Youth Program Transition;
- TEGL No. 19-14, Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act;
- TEGL No. 12-14, Allowable Uses and Funding Limits of Workforce Investment Act (WIA) Program Year (PY) 2014 funds for Workforce Innovation and Opportunity Act (WIOA) Transitional Activities;
- TEGL No. 13- 12, ETA-9130 Quarterly U.S. Department of Labor (DOL) Employment and training Administration Financial Reports Instructions;
- TEGL No. 13-09, Contracting Strategies That Facilitate Serving the Youth Most In Need; and WIA (Pub. L. 105-220), Title I;
- TEGL No. 15-03, Youth Program Changes under WIOA.

Attachments:

(1) Eckerd PY 16 Supportive Services & Skills Invoice Policy
(2) Case Notes General Information
(3) SC Child Labor Regulations Summary (Emphasis on Minors Ages 16 and 17)
(4) PYC Client Flow Chart
(5) Part III-Terms & Conditions

The first name in second chances.SM
Eckerd | Workforce Development
2005 N. Main Street | Anderson, SC 29621
P (864) 633-6354 | F (888) 696-8404
Eckerd.org

Palmetto Youth Connections
Preparing South Carolina's Youth

Subject: **Youth WIOA Supportive Service Policy**
Youth WIOA Incentive Policy

Issuance Date: 1-11-16 (Supersedes November 11, 2015 Policy Issuance)

Policy Background:

In accordance with the Workforce Innovation and Opportunity Act (WIOA), Palmetto Youth Connections will provide supportive services to WIOA eligible customers to enable their entry and retention in the workforce.

Purpose:

The purposes of this policy is to establish guidelines for the provision of supportive services in the form of transportation o WIOA eligible customers as per the Individual Employment/Service Plan.

Policy Updates effective: **1-11-16**

- **Transportation:**

WIOA transportation funded supportive services will be provided to WIOA eligible youth in accordance with the following policy and based on the **customer's plan.**

Transportation Limits per training activity: up to $1000 to be reimbursed as follows:

Under 75 Miles: $20 per week
75-150 Miles: $40 per week
151-224 Miles: $60 per week
225 miles or more: $80 per week

Participants must adhere to Educational and Occupational Training Programs attendance policy which is a 75% attendance rate to receive transportation reimbursement assistance. Participants must notify their Career Coach immediately of emergencies that prevent class attendance.

For **Work Experience,** the limit for transportation assistance is the first two **(2) weeks** of training. After the first two (2) weeks of training, the participant must practice financial literacy and plan for transportation expenses.

Customer Incentives:

Customers are eligible for incentives, upon completion of goals, and will be awarded as outlined in the PYC PY 16 Skill Invoice Criteria Form.

Customers must provide the appropriate documentation to their Career Coach to receive incentives as outlined in the PY 16 Skill Invoice Form.

WorkLink local Workforce Development Area (LWDA) authorizes the receipt of incentives, for youth participants in follow up, when there is no need for an open activity. However, a case note along with the appropriate supporting documentation in the case file and SCWOS system is required to verify the receipt of supportive services(F-Codes) and/or incentives (F-19 youth activity code).

Updates effective 1-11-16 to the policy are highlighted as a reference below:

PY16 Skill Invoice Criteria
(Incentives)

MEASURE	AMOUNT
Common Measure: Program Skills Gain	
Program Skills 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 BSO.	
Non-Common Measure: Pre-Employment Work Maturity Skills Orientation: Must Complete ALL 5 Classes and Work Experience to earn the full incentive. (Mid-point after 5 weeks of Work Experience with evaluation of 2.0 or higher=$50 AND final Work Experience evaluation of 3.0 or higher =$50)	$100.00
Complete Resume Workshop & Resume	
Complete NIOSH or OSHA Safety Course	
Complete Financial Literacy Workshop	
Complete Employability Workshop or Class	
Complete Entrepreneurial Workshop	
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 Education or Occupational)	
Obtain GED or High School Diploma (Available through the end of 4th Quarter after Exit) (May be earned in $25 increments if the GED is taken in sections)	$ 100.00
Obtain a Nationally Recognized Occupational Skills Credential (Available through the end of 4th Quarter after Exit)	$ 100.00
Common Measure: Placement and Retention (Employment or Post-Secondary)	
Enter and retain Employment by the end of the 2nd and 4th Quarter after Exit	$ 50..00
Enter and retain Post-Secondary enrollment verified through the National Student Clearing House by the end of 2nd and 4th Quarter after Exit	$ 50.00
Enter and retain enrollment in a Degree Program in Post-Secondary into 2nd Quarter after exit to obtain two or four year degree. Full Time students must take 12 hours or more with verification of Clearing House documentation prior to computer and/or accessories 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. 2nd semester Clearing House verification documented prior to computer and/ or accessories eligibility. In addition, satisfactory progress, must be documented for the full or part-time credit hours earned for a cumulative GPA of 2.0 or higher.	Computer and/ or accessories not to exceed $650

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).**

South Carolina Child Labor Regulations Summary

SC 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

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.

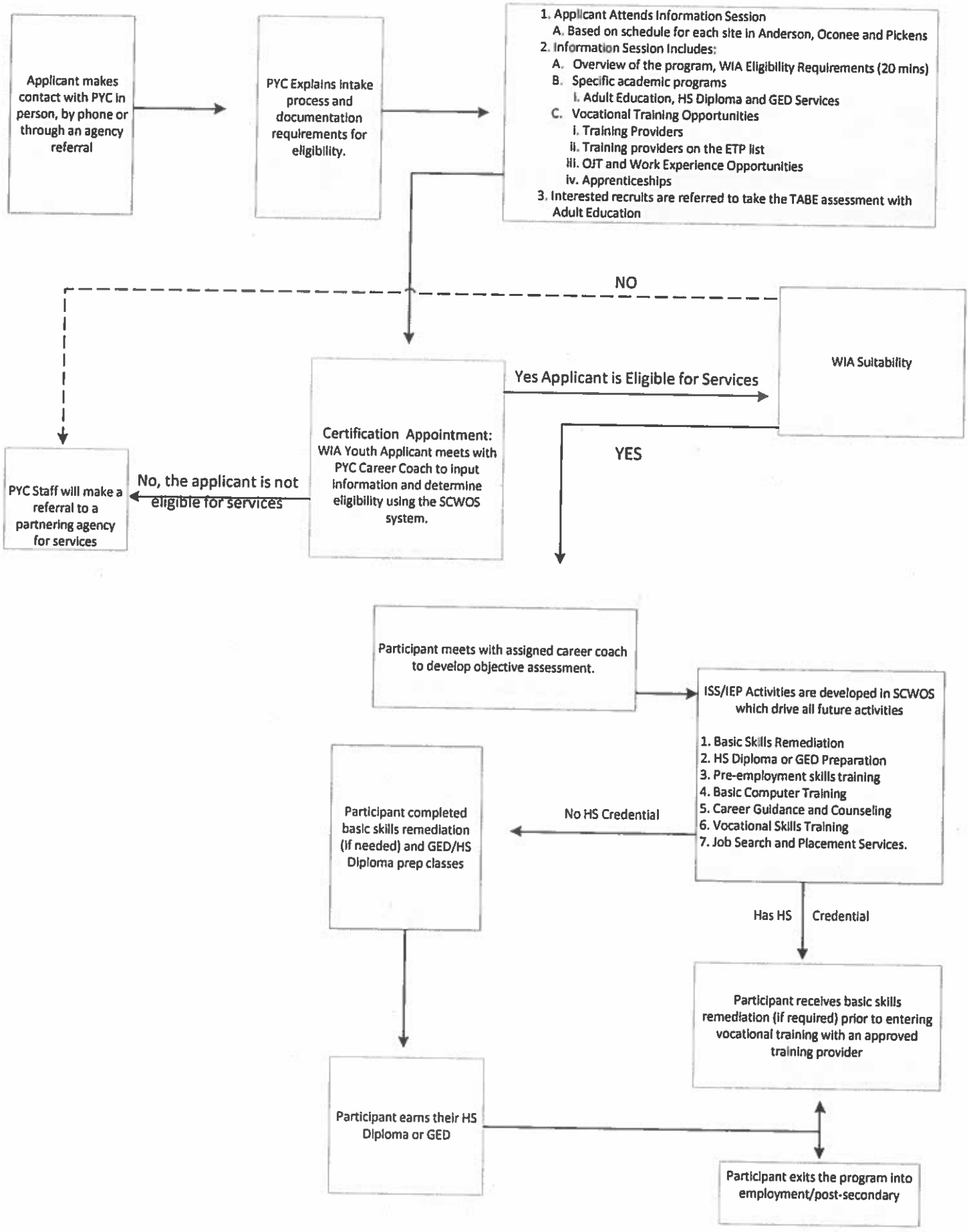
Hazardous Occupations Codes

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

Client Flow Chart
Recruitment to Follow Up



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/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 (20^{th}) 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 Eckerd Kids, Inc. Contract # 16Y495H2

Project/Activity Palmetto Youth Connections Funding Source WIOA Youth Modification # _____

CATEGORIES	Out-of-School Youth	In-School Youth	Administration	Non-Administration	Total Budget Amount
STAFF COSTS (Salaries & Fringe Benefits)	$265,188	$ 12,955		$ 278,143	$ 278,143
Work Experience Staff Salary & Fringe	$109,927	$ 5,786		$ 115,712	$ 115,712
OPERATING COSTS	$ 45,263	$ -		$ 45,263	$ 45,263
TRAINING COSTS	$ 81,360			$ 81,360	$ 81,360
Work Experience Stipends	$ 42,108	$ 12,936		$ 55,044	$ 55,044
SUPPORTIVE SERVICE COSTS	$ 23,655	$ -		$ 23,655	$ 23,655
Training Transportation	$ 10,800	$ 1,200		$ 12,000	$ 12,000
Work Experience Transportation	$ 3,375	$ 375		$ 3,750	$ 3,750
Training Support Materials	$ 1,530	$ 170		$ 1,700	$ 1,700
Work Experience Support Materials	$ 1,170	$ 130		$ 1,300	$ 1,300
Training Fees/ Profit	$ -	$ -		$ -	$ -
General Liability Insurance	$ 3,849	$ 203		$ 4,052	$ 4,052
Indirect Costs	$ 54,477	$ 2,867		$ 57,344	$ 57,344
Total Budget Costs	$642,702	$ 36,622	$ -	$ 679,323	$ 679,323
Percentage of Budget	95%	5%		100.00%	
ork Experience Cost	$170,756				
	25%				
Cost Limitations			2% Maximum	At least 98%	100%

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Investment Area

COST AND PRICE ANALYSIS WORKSHEET

Service Provider	Eckerd Kids, Inc.	Contract #	16Y495H2
Project/ Activity	Palmetto Youth Connections	Funding Source:	WIOA Youth
			Mod #

STAFF & INDIRECT COST - BUDGET SUMMARY

SALARIES, FRINGE BENEFITS, & INDIRECT COST	Salary Per Month	No. of Months	% of Time	TOTAL AMOUNT	Out-of-School Youth %	Out-of-School Youth Amount	In-School Youth %	In-School Youth Amount	ADMINISTRATION %	ADMINISTRATION Amount	NON-ADMINISTRATIVE %	NON-ADMINISTRATIVE Amount
Staff Salaries:												
Position Title												
TOTAL SALARIES				$310,996.86		$296,198.70		$14,798.16		$0.00		$296,516.94
FRINGE BENEFITS:												
FICA		X	7.65%	$23,791.26		$22,659.20		$1,132.06		$0.00		$22,683.55
Workers Comp.		X	3.00%	$9,329.91		$8,885.96		$443.94		$0.00		$8,895.51
Health & Wealth (Pos. Level)		X	12.32%	$38,324.00		$36,500.43		$1,823.57		$0.00		$36,539.65
Ret. / Pension		X	1.95%	$6,064.44		$5,775.87		$288.56		$0.00		$5,782.08
Unemployment Insurance (State & Federal)		X	1.72%	$5,349.15		$5,094.62		$254.53		$0.00		$5,100.09
Other (Specify):		X	0.00%	$0.00		$0.00		$0.00		$0.00		$0.00
TOTAL FRINGE BENEFITS			26.64%	$82,858.75		$78,916.08		$3,942.67		$0.00		$79,000.87
INDIRECT COST: RATE	$ 617,928.05	X	9.28%	$ 57,343.72	95%	$54,476.54	5%	$2,867.19		$0.00		$57,343.72
TOTAL COST				$451,199.33		$429,591.32		$21,608.01		$0.00		$432,861.53

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

				$393,856		$375,115		$18,741				

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Investment Area

COST AND PRICE ANALYSIS WORKSHEET

rvice Provider Eckerd Kids, Inc. Contract # 16Y495H2 Mod # _____

Project/Activity Palmetto Youth Connections Fund Source WIOA Youth

Categories & Line Items	Total Cost	OUT-OF-SCHOOL YOUTH	IN-SCHOOL YOUTH	Administration	Non-Administration
OPERATING COSTS					
1.1 Facility Rent, Utilities, Maintenance, etc.	$ 9,600	$ 9,600			$ 9,600
1.2 Staff Expendable Supplies & Materials	$ 1,200	$ 1,200	$ -		$ 1,200
1.3 Program Outreach Expenses (Brochures, Flyers, etc.)	$ 300	$ 300	$ -		$ 300
1.4 Copy & Print Expenses	$ 1,200	$ 1,200	$ -		$ 1,200
1.5 Communications (Phone, Fax, Internet, etc.)	$ 7,039	$ 7,039	$ -		$ 7,039
1.6 Staff Travel					
Local Mileage cost	$ 9,655	$ 9,655	$ -		$ 9,655
RM POV	$ 1,040	$ 1,040			$ 1,040
Non-Local Mileage cost	$ 1,600	$ 1,600	$ -		$ 1,600
Non-Local Per Diem/Lodging Cost	$ 1,500	$ 1,500	$ -		$ 1,500
1.7 Staff Taining / Technical Services Costs (Conf, Training, etc.)	$ 1,500	$ 1,500	$ -		$ 1,500
1.8 Non-Expendable Equipment Purchases (Computers, software, et					
Non-Expendable Equipment Purchases (Computer Leases)	$ 9,888	$ 9,888	$ -		$ 9,888
1.9 Postage (Stamps, FedEx, etc.)	$ 741	$ 741	$ -		$ 741
TOTAL OPERATING COSTS	**$ 45,263**	**$ 45,263**	**$ -**	**$ -**	**$ 45,263**
TRAINING COSTS					
2.1 WI Customer Supplies & Materials Costs	$ 1,560	$ 1,560	$ -		$ 1,560
2.2 WI Customer Book Costs	$ 500	$ 500	$ -		$ 500
2.3 WI Customer Credential Exam Fees (C.N.A., GED, TABE, WorkKeys,	$ 11,500	$ 11,500	$ -		$ 11,500
2.4 Other: TABE Assessment Costs	$ -	$ -	$ -		$ -
2.12 Other: WorkKeys Assessment Costs	$ -	$ -	$ -		$ -
WI Customer Individualized Training Costs					
2.5 Tuition Cost (Adult Education Skill Upgrade & GED)	$ 21,000	$ 21,000	$ -		$ 21,000
2.6 Individual Training Account/Voucher Cost	$ 43,200	$ 43,200	$ -		$ 43,200
2.9 WI Customer Work Experience Costs					
Reimbursable Stipends	$ 55,044	$ 42,108	$ 12,936		$ 55,044
2.10 WI Customer Awards & Recognition Costs	$ -	$ -	$ -		$ -
2.11 Software Licenses	$ 3,600	$ 3,600	$ -		$ 3,600
TOTAL TRAINING COSTS	**$ 136,404**	**$ 123,468**	**$ 12,936**	**$ -**	**$ 136,404**
SUPPORTIVE SERVICES COSTS					
3.1 WI Customer Incentives (Youth Only)	$ 21,645	$ 21,645	$ -		$ 21,645
3.2 WI Customer Transportation Costs					
3.2 Training Transportation	$ 12,000	$ 10,800	$ 1,200		$ 12,000
3.2 Work Experience Transportation	$ 3,750	$ 3,375	$ 375		$ 3,750
3.3 WI Customer Childcare Costs	$ 510	$ 510	$ -		$ 510
3.4 Training Support Materials (Uniforms, Drug Screens, Background Checks, etc					
3.4 Training Support Materials	$ 1,700	$ 1,530	$ 170		$ 1,700
3.4 Work Experience Support Materials	$ 1,300	$ 1,170	$ 130		$ 1,300
3.5 WI Customer Emergency Assistance (Rent, Car Repair, etc.)	$ 1,500	$ 1,500	$ -		$ 1,500
TOTAL SUPPORTIVE SERVICES COSTS	**$ 42,405**	**$ 40,530**	**$ 1,875**	**$ -**	**$ 42,405**
TRAINING/PROFESSIONAL FEES/PROFIT					
4.1 Profit - Can be tied to Performance	$ -	$ -	$ -		$ -
4.2 General Liablity Insurance	$ 4,052	$ 3,849	$ 203		$ 4,052
TOTAL FEES / PROFIT COSTS	**$ 4,052**	**$ 3,849**	**$ 203**	**$ -**	**$ 4,052**

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

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Investment Area

CLIENT FLOW PROJECTIONS

Service Provide	Eckerd Kids, Inc.	Contract #	16Y495H2
Project/Activity	Palmetto Youth Connections	Fund Source	WIOA
		Mod #	

	Clients Served			Clients Exited	Active
Period	Carryover	New	Cumulative	Cumulative	Clients
July-15	69	5	74	10	64
August-15	64	5	69	10	59
September-15	59	15	74	10	64
October-15	64	10	74	10	64
November-15	64	5	69	10	59
December-15	59	4	63	10	53
January-16	53	9	62	10	52
February-16	52	9	61	10	51
March-16	51	9	60	10	50
April-16	50	9	59	5	54
May-16	54	7	61	10	51
June-16	51	0	51	10	41

Carryovers	69	**87**
New Enrollments	87	
Follow-up Cases	100	
Total Served	256	
Planned Carryovers	60	

Active Clients equal Cumulative Clients Served minus Cumulative Clients Exited

Option to Serve In-School Youth.

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

Request for Proposal
#14-WIOA-03

Adult and Dislocated Worker Workforce Development Services

Funded by:
Title I of the Workforce Innovation and Opportunity Act of 2014

Program Year 2015
(July 1, 2015 – June 30, 2016 with extension options)

Administered by:
WorkLink Workforce Investment Board
1376 Tiger Blvd, Suite 102
Clemson, SC 29631
(864) 646-1515 TTY 711
Worklink.scworks.org
Trent Acker, Executive Director

An Equal Opportunity Employer / Program

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PART 1: INTRODUCTION

A. Disclaimer

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014 by President Barrack Obama, will be implemented on July 1, 2015. Federal regulations are currently being drafted by the US Department of Labor and will not be finalized until 2016. This request for proposals, any bids submitted by proposers to this request, and any final contracts negotiated with the successful bidder(s) as a result of this proposal is subject to final laws and regulations and may be changed at any time in order to come into compliance with those laws and regulations.

Bidder's should note that WIOA changes the WorkLink Workforce Investment Board to a "Workforce Development Board," and changes the local "workforce investment area" into a "workforce development area" as of July 1, 2015. These terms may be interchangeable through the transition and through this procurement process.

Bidders are strongly encouraged to follow the Department of Labor's WIOA resource page for latest updates: www.doleta.gov/wioa.

Furthermore, as the WorkLink Workforce Investment Board continues to develop and refine its SC Works system, policies, procedures, or regulatory changes occur from time to time. Bidding organizations may be requested to modify program design or the delivery of services. Should a request for a change in the program design or service occur, staff of the Administrative Entity will assist bidding organizations or service providers in the redesign to ensure consistency with Board policy and regulatory requirements.

Any significant changes made to this request for proposals will be posted to the following website: http://www.worklinkweb.com/welcome/request-for-proposals.php.

B. Purpose

The WorkLink Workforce Investment Board (hereafter "WorkLink WIB"), serving Anderson, Oconee, and Pickens Counties, is seeking proposals from organizations to operate, manage, and deliver Title I-B Adult and Dislocated Worker workforce development services, authorized under the Workforce Innovation and Opportunity Act (hereafter "WIOA") of 2014.

All WIOA-funded services must be delivered in accordance with WIOA rules and regulations, guidance from US Department of Labor (hereafter "DOL"), 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 Innovation and Opportunity Act of 2014.

C. Contact Information

The sole point of contact for information on this program is:

Jennifer Kelly, Program Director
WorkLink Workforce Investment Board
1376 Tiger Blvd, Suite 102, Clemson, SC 29631
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 formed as a result of the Workforce Investment Act of 1998 and will continue under the Workforce Innovation and Opportunity Act (WIOA) of 2014. The County Council local elected officials (LEOs) and the WorkLink WIB work in partnership to set policy for the region and all eligible WIOA 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 seven (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 is working on a new five-year strategic plan and should be finalized just prior to the July 1, 2015 program year. When this plan is finalized, the

bidder may view it on the WorkLink website (See Attachment I – WorkLink 2009 Strategic Plan).

3. **Board Structure** - The WorkLink WIB finalized a five-year strategic plan in the spring of 2009. 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.

    The WorkLink WIB created committees in order to best utilize areas of expertise among Board members in addressing the Strategic Plan of 2009. 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.
    - *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.

    WorkLink WIB is currently reviewing its committee structure in order to align committees with WIOA expectations and strategic plan outcomes, along with Board members with their 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.

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 Innovation and Opportunity 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
- Monitor and report on quality, performance, and cost effectiveness, through on-site visits, records review, evaluations, expenditure review, and other methods as needed

Outreach:

- Approve site location, facilities, and equipment that contribute to a quality center and customer satisfaction

- Approve outreach 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 WIOA 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 grants and contracts are entered into with the ACOG on behalf of the WorkLink WIB. 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.

6. Local Considerations

WorkLink WIB is in the process of becoming 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 Innovation and Opportunity Act. WorkLink is officially the WorkLink Workforce Investment Corporation, but may be interchangeable with WorkLink WIB. The successful bidder will be required to collaborate with these grants as needed.

WorkLink WIB transitioned its service delivery model in the August 2013, and does not foresee any further changes to our service delivery model at this time. In the event that new SC Works Center locations are formed, the contractor must be willing to work with the WIB to arrange for additional service points and/or re-location of service points so that services to the community will not lapse.

7. State Considerations

The State has implemented OneStop Chartering Criteria, hereinafter SC Works 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 SC Works Certification for each center as set forth by the State; deadlines are pending.

The Trade Adjustment Act will be undergoing transition over the next few months. All successful bidders will be required to follow DOL, State, and local guidance regarding co-enrollment of Trade eligible participants. Please note that there is a possibility that Trade participants may be required to co-enroll into WIOA programs. The successful bidder will be required to comply if this mandate occurs.

8. Federal Considerations

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014 by President Barrack Obama, will be implemented on July 1, 2015. Federal regulations are currently being drafted by the US Department of Labor and will not be finalized until 2016.

WorkLink Workforce Investment Board reserves the right to cancel or modify this request for proposal or the scope of funding of an approved WIOA program to any extent necessary to ensure compliance with state and/or federal guidelines. This may occur at any time prior to/or during implementation of the WIOA programs for PY2015 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.

On December 26, 2014, Department of Labor announced that the OMB Circulars had been revised. A-133, A-87, and A-122 were combined into one OMB circular. All WIA and WIOA funding will be subject to the new OMB circular, 2 CFR 200. The successful bidder will need to be familiar with the new OMB circular, and should reference TEGL 15-14, “Implementation of the New Uniform Guidance Regulations,” for further information.

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 Innovation and Opportunity Act of 2014 and Wagner-Peyser (among other program partners) is subject to this law.

B. **Workforce Landscape**

For labor market information for the WorkLink area, please visit the Labor Market Info section of the SC Works Online Services website: https://jobs.scworks.org/vosnet/Default.aspx. The local area of WorkLink consists of Anderson, Oconee, and Pickens Counties of South Carolina.

PART 3: WORKFORCE INNOVATION AND OPPORTUNITY ACT AT-A-GLANCE

A. **WIOA Guiding Principles**

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

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

B. **An Overview of the SC Works System**

The SC Works Center (also known as a One-Stop) system brings together a wide variety of Federal, State, and local program partners, integrates the provision of their services and provides a full-range of help to job seekers and employers, all under one roof.

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

- Employer services

Services are driven by business and focus on customer choice. There are two types of SC Works Centers: comprehensive and satellite. Comprehensive SC Works Centers provide access to all the services described here either on-site, or through referral. Satellite SC Works Centers have some, but not all of the services available. Access Points are unmanned kiosk computer terminals made available throughout the community for job seekers.

The WorkLink Region has designated SC Works Centers currently located at:

Comprehensive Center	SC Works Clemson at East Park 1376 Tiger Blvd. Suite 102 Clemson, SC 29631 Hours: 8:30 – 5:00 M thru F Phone: (864) 643-0071 (TTY 711)
Satellites	SC Works Anderson Anderson County QuickJobs Development Center Across from the Tri-County Technical College Anderson Campus 512 Michelin Blvd Anderson, SC 29625 Hours: 8:30 – 5:00 M thru F (864) 260-6780 (TTY 711)
	SC Works Easley Pickens County QuickJobs Development Center Next to the Tri-County Technical College Easley Campus 1774 Powdersville Rd. Easley, SC 29642 Hours: 8:30 – 5:00 M thru Th Phone: (864) 220-8990 (TTY 711)
	SC Works Seneca Oconee County QuickJobs Development Center Next to the Hamilton Career Center 104 Vocational Drive, Seneca, SC 29672 Hours: 8:30 – 5:00 M thru F Phone: (864) 646-1741 (TTY 711)
Access Points	Goodwill Industries Anderson Interfaith Ministries United Way of Anderson United Way of Pickens County United Way of Oconee County Pickens County Library System Oconee County Public Library System Anderson County Library System The Dream Center of Pickens Watkins Community Center

Other locations (comprehensive, satellites, or access points sites) may be determined and/or approved by the Board. The contractor will be notified of any changes. The contractor may also lead initiatives on designating Access Points.

LWIB Role in relation to the SC Works System:

(1) develop and enter into the memorandum of understanding with one-stop partners;
(2) designate or certify one-stop operators; and
(3) conduct oversight with respect to the one-stop delivery system in the local area.

Partner Role in relation to the SC Works System:

(1) enter into a local memorandum of understanding with the local board, relating to the operation of the SC Works system (see attachment III – Memorandum of Understanding);
(2) use a portion of their funds available for their program and activities to maintain the SC Works delivery system, including payment of the infrastructure costs of SC Works centers;
(3) participate in the operation of the SC Works system consistent with the terms of the memorandum of understanding, the requirements of this title, and the requirements of the Federal laws authorizing the program or activities;
(4) provide access to their respective program or activities through the SC Works delivery system, including making career service activities authorized by their programs available at the SC Works centers (and at any additional appropriate locations); and
(5) provide representation on the State board.

C. **Title I-B WIOA Adult & Dislocated Worker Services**

The Adult and Dislocated Worker Programs, under Title I-B of the Workforce Innovation and Opportunity Act of 2014, 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

Career and training services are provided through the SC Works Centers.

Career Services are described as*:*

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

- Workforce and labor market employment statistics information, which includes job vacancy listings; job skills necessary for job openings; and information on local occupations in demand and the earnings, skill requirements, and opportunities for advancement within those career pathways; and
- Performance information and program cost information on eligible providers of training;
- Information, in formats that are usable by and understandable to one-stop center customers, regarding how the local area is performing on the local performance accountability measures;
- Information, in formats that are usable by and understandable to one-stop center customers, relating to the availability of supportive services or assistance, provided by partners;
- Referrals to supportive services or other needed assistance;
- Information and assistance regarding filing claims for unemployment compensation;
- Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs;
- Other services needed in order for an individual to obtain or retain employment, that consist of—
    - Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include—diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
    - Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives;
    - Group counseling;
    - Individual counseling;
    - Career planning;
    - Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training;
    - Internships and work experiences that are linked to careers;
    - Workforce preparation activities;
    - Financial literacy services;
    - Out-of-area job search assistance and relocation assistance; or
    - English language acquisition and integrated education and training programs; and
    - Follow-up services, including counseling regarding the workplace, for participants in Workforce Innovation and Opportunity Activities authorized under this subtitle who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

Eligibility determination guidelines are still pending final WIOA regulations. At this time, it is unclear if eligibility determination must occur before career services may be received. Therefore, unless otherwise denoted in the final WIOA regulations, the bidder should assume that

individuals receiving services under the bullet "Other Services needed" must first be determined eligible and enrolled into WIOA. The WIB will provide technical assistance upon final ruling.

Training Services are described as:

- Occupational skills training, including training for nontraditional employment;
- On-the-job training;
- Incumbent worker training (as authorized by the local Board and the SWIB);
- Programs that combine workplace training with related instruction, which may include cooperative education programs;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs;
- Job readiness training provided in combination with services outlined in 1 through 8 of this section;
- Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services described in any of clauses 1 through 7; and
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

All those that receive training services must be determined eligible for WIOA funding.

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 and WIOA funding is, in part, based on achieving Department of Labor's performance measures regarding employment and training.

With the transition between the Workforce Investment Act (WIA) and WIOA occurring between PY14 and PY16, the proposer should take into account that for PY15 the successful bidder will be subject to the WIA common measures through June 30, 2016. Those measures are as follows:

- **Entered Employment** - To increase employment, as measured by entry into unsubsidized employment (1st quarter after exit);

- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (2nd and 3rd quarter after exit); and
- **Average Earnings** - To increase earnings received in unsubsidized employment (average of 2nd and 3rd quarter after exit).

However, the proposer will also need to take into account that WIOA performance measures (set to take effect on July 1, 2016) will be based on data regarding exiters from the WIA program for the previous two years (beginning July 1, 2014), unless otherwise waived by DOL. The successful bidder will be responsible for the follow-up and performance measures data for both WIA and WIOA measures and should be prepared to track the data for both sets of measures.

- **Employment** - To increase employment, as measured by entry into unsubsidized employment (2nd quarter after exit);
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (4th quarter after exit); and
- **Median Earnings** - To increase earnings received in unsubsidized employment (median of 2nd quarter wages after exit).
- **Credential Rate** – To increase credentials or diplomas obtained during or immediately after program exit.
    - *Definition:* Percentage of participants who obtain a recognized post-secondary credential or diploma during participation or within 1 year after program exit.
- **In-Program Skills Gain** – To increase the skills obtained through education leading to a credential or employment during the program year.
    - *Definition:* Percentage of participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real-time.
- **Employer Services** – To indicate effectiveness in serving employers.
    - Number and definitions are pending and will be effective July 1, 2016.

The successful bidder will be responsible for meeting all performance measures as laid out by DOL.

In the event that the State and/or the WorkLink WIB sets additional goals to indicate the success of the system or centers, the successful bidder will also be required to meet those goals and/or measures as well. The successful bidder will be responsible for all performance data regardless of provider. If requested (and in the event that there are multiple providers), data can be broken down by service provider.

4. WorkLink LWIA PY2014 Performance Goals

Below are the performance measures given to WorkLink for PY14. Each local workforce board is responsible for negotiating these measures with the State. The performance measures listed below are provided as information and as a baseline for the purpose of this request for proposals.

	Entered Employment	Retention Rate	Average Earnings
Adult	69.1%	88.8%	$11,538
Dislocated Worker	76.4%	93.3%	$15,532

*These levels are subject to change with the implementation of WIOA and/or the PY'15 measurements.

In addition to these measures (and pending WIOA 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. The Contractor will be responsible for capturing all credentials and entering them into SCWOS as well as all In-program skills gains. The Contractor will be required to provide follow-up services to WIA and WIOA participants for all four quarters beginning July 1, 2015.

5. **Definition of Terms** – for definitions for any terms under this RFP, reference Section 1(b)3 of the Workforce and Innovation Opportunity Act of 2014. Further clarification can be requested as part of the Technical RFP Questions answered at the Proposer's Conference seen in Part 6 (D) of this RFP.

PART 4: SCOPE OF SERVICES AND OPERATIONS

The Scope of Services required for the WIOA Adult and Dislocated Worker Title I-B Services will include, but are not limited to:

A. Title I-B WIOA Adult & Dislocated Worker Services

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

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

1. Outreach

The Contractor shall use all mandated brochures developed by the WIB or the State. The Contractor will be responsible for developing an outreach plan that shall include development of brochures (in addition to, but not duplicative of WIB or State mandated brochures), PowerPoint presentations, community based print and radio ads, and if appropriate, website information detailing business offerings and an overall strategy for announcing the resources of the WorkLink

WIB WIOA program. All materials produced and published must be approved and shared with the WIB staff.

Program Management shall have a coordinated outreach plan in order to recruit for the WIOA program. 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 for the program 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.

Program management is to insure that case managers are aware and trained in how to serve those with disabilities and those with a language barrier (Limited English Proficiency Plan), including services for individuals with a hearing impairment.

2. **Recruitment and Enrollment**
Contractors are responsible for the recruitment and enrollment of adult and dislocated worker participants in accordance with eligibility requirements (eligibility requirements are pending final regulations). Proposers must develop a detailed recruitment plan including outreach activities to recruit eligible adult and dislocated workers.

Target Populations
- Adults, 18 years and older;
- Dislocated workers; and
- Priority for career services requiring enrollment into WIOA and training services must be given to recipients of public assistance and other low-income individuals where adult funds are limited, and to those that are basic-skills deficient as defined by WIOA laws and regulations.
- 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 WIOA 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 the end of the program year. New goals will be established in the event that the contract with the successful bidder is extended.

3. **Participant Eligibility Determination**
The Contractor is responsible for determining eligibility on all applicants seeking WIOA 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 WIOA-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 WIOA eligibility requirements for WIOA-funded services. To be eligible to participate in WIOA 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).

ii. Additional Adult Eligibility Requirements

Adults are required to meet the basic WIOA 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 career and training services must be given to those basic skills deficient, recipients of public assistance, and other low-income individuals.

*iii. Additional Dislocated Worker Eligibility Requirement*s

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

A dislocated worker is defined as an individual who:

- Has been terminated or laid off, or has received a notice of termination or layoff from employment;
- Is eligible for or has exhausted unemployment insurance;
- Has demonstrated an appropriate attachment to the workforce, but not eligible for unemployment insurance and unlikely to return to a previous industry or occupation;
- Has been terminated or laid off or received notification of termination or layoff from employment a result of a permanent closure or substantial layoff;
- Is employed at a facility, where the employer has made the general announcement that the facility will close within a 180 days;

- Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community or because of a natural disaster; or
- Is a displaced homemaker who is no longer supported by another family member

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 WIOA Youth Services contractor (if eligible) or other appropriate partner agency.

Note: The customer is allowed to choose enrollment into any WIOA-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.

In the event that WIOA regulations change these guidelines, the contractor will be expected to follow the regulations.

4. Other Career Services

Under WIOA, Core and Intensive Services were collapsed into one single category of Career Services. WIOA law defines the activities described below as "Other services needed" within the Career Services definition and are generally included as part of an "intensive" case management philosophy.

i. Assessment

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

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

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

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

- Sources of additional support needed for success and the agencies that can provide this support.

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

ii. Individual Employment Plan

The Individual Employment Plan (IEP) is developed based on the results of the completed comprehensive assessment.

The Contractor shall develop individual employment plans (as required by WIOA and associated regulations) for those participants in WIOA programs. These plans will be documented in the SCWOS case management system. Each customer receiving WIOA career services will jointly develop an IEP (Individual Employment Plan) with the assistance of a case manager.

The IEP shall identify primary educational and employment goals, describe the training activities and appropriate services the Adult or Dislocated Workers will participate in 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. 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 WIOA activities and supportive services, using, where feasible, computer-based technologies; and
- To provide job and career counseling during program participation and after job placement.

The contractor will be required to provide experienced Case Managers in sufficient amounts to meet the needs of the active and follow-up WIOA participant caseload. Case Management should be provided to ensure all participants are successful.

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.

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 WIOA 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 Allowable Services Under WIOA (unless otherwise disallowed by final regulations)

- Workshops for WIOA participants
- 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

5. Training Services

The Contractor is responsible for coordinating all training for participants in the WIOA program.

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

The adult or dislocated worker must:

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

Please note that the WIOA law states that the above *should not* be "construed to mean an individual is required to receive career services prior to receiving training services."

WIOA participants transitioning from WIA will not be required to go through another assessment process prior to entering training services.

WorkLink currently offers two types of training: On-the-Job and Classroom Training.

i. On-the-Job Training

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

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

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 75%--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 coordinating with the OJT Contractor to fill OJT Contract slots. This may include outreach to employers in the WorkLink region, placement of participants in OJT slots, and dissemination of information regarding open OJT slots to case managers. <u>The Contractor is required to refer all eligible, qualified and work ready participants to the OJT Contractor for possible placement in OJT slots.</u>

ii. Classroom Training

a. <u>Suitability for Classroom Training</u>

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

- There is no suitable employment for the worker.
- The worker would benefit from appropriate training.

- There is a reasonable expectation of employment following the training.
- The training must be reasonably available to the worker.
- The worker is qualified to obtain and complete the training, including having adequate financial resources available to complete the training when income support is exhausted.
- The training is suitable and available at a reasonable cost.

b. Customer Choice

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

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

c. Industry Clusters

WorkLink has identified five in-demand, high-growth industry clusters for which WorkLink WIOA classroom training funds can be invested on behalf of participants. These industry sectors are: Administrative and Support and Waste Management and Remediation Services; Health Care and Social Assistance; Manufacturing; Professional, Scientific, and Technical Services; and Retail Trade.

The successful bidder will implement career pathways into their career and training services.

d. Eligible Training Provider List

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

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

Classroom training for individual adults and dislocated workers must be provided through Individual Training Accounts (ITA's), unless otherwise approved by the Board through a performance-based contract system.

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.

Please note that WIOA states the following regarding ITAs: “Nothing in this paragraph shall be construed to preclude the combined use of individual training accounts and contracts in the provision of training services, including arrangements that allow individuals receiving individual training accounts to obtain training services that are contracted for under clause (ii).”

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. WIOA participants may not exceed the State’s training cap regardless of which region in South Carolina they access WIOA funds. All funds must be easily reported to other regions in the State.

g. Caseload Report

The Contractor shall maintain a caseload report for each case manager that may be made available to WorkLink upon request. The following type of information shall be captured: last name, first name, State ID, case manager, SC Works Center, funding stream, highest level of education, barriers to employment, training focus, status of training, anticipated completion date, Workkeys level, soft skills training completed, computer literacy level, work history clusters, desired occupation/industry, pay requirements, miles willing to travel, notes, exit status, and reason for exit.

h. Other allowable Training Services offered under WIOA may include:

- incumbent worker 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
- transitional jobs
- job readiness training provided in combination with services described above
- adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services described above (with the exception of transitional jobs training and job readiness training)
- customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training

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).

6. 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 WIOA funds. Identified supportive service needs must be documented in an assessment and incorporated into the IEP.

Adults and Dislocated Workers must be participating in WIOA Career and/or Training Service activities and cannot find assistance elsewhere.

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

7. Follow-Up Services

Adults and Dislocated Workers who have exited should receive follow-up services for a minimum of 12 months. The participant's exit date is the last date of a WIOA funded or partner service received (which excludes follow-up services). The goal for follow-up services is to measure return on investment. The data collected is reported to DOL via SCWOS. All performance measures data must be entered in a timely manner.

i. Performance Measures

Effective follow-up services will help improve WIOA program performance. Participant follow-up activities should be designed to maximize the successful achievement of these measures.

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. In-program skills gains and credentials are the responsibility of the provider to track and capture in SCWOS. More detailed instructions will be made available to the Contractor as information becomes available.

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.

8. 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 WIOA funded training
- Computer generated case notes (requiring customer signature)

If the Contractor chooses, electronic files may be kept in lieu of a hard file. All arrangements for electronic files must be reviewed and approved by the WorkLink WIB prior to implementation.

B. Deliverables

The Contractor will be required to provide the following deliverables:

1. At a minimum, meets all performance measures (WIOA measures, Business Plan, WIB goals, customer satisfaction, etc.)
2. Integrates WorkKeys into the WIOA program
3. Establishes a systematic way of providing and delivering soft skills training to WIOA participants
4. Utilizes Career Pathway models in guiding participants into training
5. Ongoing, executed Staff Development and Training plan for all SC Works Center staff
6. At a minimum, meet negotiated contractor goals for WIOA program participation (i.e. expenditure levels, enrollments, training levels, etc.)
7. Ongoing participation in workforce development related community events
8. Ongoing collaboration and information sharing with the WIB staff
9. Up-to-date and executed Outreach plan for the WIOA program
10. Maximizes direct participant costs, minimizes salaries and overhead while maintaining quality services
11. Expends a minimum of 90% of their budget
12. Other goals that support the Scope of Work outlined in this RFP

C. Reports

Monthly and Quarterly Reports: Routine monthly and quarterly written reports shall be due by the tenth (10th) calendar day of the month following the month being reported on.

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 10th day of the following month. Financial Reports include:

- Monthly request for payment
- FSR-S
- General Ledger Detail
- 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 VI, WIA Terms and Conditions)

The successful proposer awarded a grant should assume that WIA Terms and Conditions apply unless otherwise notified by the WorkLink WIB.

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 WIOA funds as a result of any contractual agreement resulting from this RFP. Such records shall reflect actual hours worked, annual and/or sick leave hours taken, personal days, and holiday hours taken per pay period. The record of hours worked or time sheet shall be signed by the employee and the employee's supervisor. The record or the time sheet must also reflect the time allocated to any and all WIOA projects, as well as any other non-WIOA projects.

B. Professional Development of WIOA Funded Staff

The Operator shall be required to support the continued professional development of its fully or partially WIOA funded staff through attendance at WIOA related professional development training opportunities and WIOA announced Service Provider meetings. Prior approval is required for training opportunities, travel, and incurred expenses outside of the local WIOA region.

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 awarded a grant 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 awarded a grant will be required to submit a Monthly Request for Payment Invoice to the WorkLink Workforce Investment Area's Finance Director 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 awarded a grant will also be required to submit an Annual Financial Closeout Report to WIB Staff by August 10 (or the Friday before).

Program management 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 awarded a grant will also be required to submit all other necessary forms, documents, and/or reports that may be required from time to time. Additionally, these forms, documents and/or reports may be altered as necessary in the future to meet requirements of the WIOA Management Information System.

4. *Audits*
   In accordance with 2 CFR 200, Subpart F – Audit Requirements (applies after 12/26/14), successful proposers must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

5. *Monitoring & Evaluation*
   Successful proposers awarded a grant will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with the WIOA Final Rules and Regulations and any contractual 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 their bank account number until they have been officially selected.

Note: All compliance documents listed above are required to be submitted at the beginning of each new contract period. 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 awarded a grant will be required to document participant's time and attendance throughout the period the participant is receiving training or supportive services. Participants abide by the attendance policy of the training provider. Time sheets must be signed by the participant and verified by the case manager, classroom instructor, training, or worksite supervisor, and maintained in the customer's official WIOA file folder.

10. *Participant Files*

    Successful proposers awarded a grant will be required to maintain WIOA participant files (either in a hard file or electronic file) as specified in any contractual agreement resulting from this RFP.

11. *Payments Made on Behalf of Participants*

    Participants may be eligible to receive supportive service payments and/or needs-based payments. 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-WIOA fund sources.

12. *Insurance for Participants*

    i. Classroom Training-The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIOA participants participating in training conducted in a typical classroom training environment.
    ii. Work Experience and Limited Internships-The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIOA participants while they are participating in training conducted in a typical work experience or limited internship mode (generally, training conducted on an employer's work site)

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 WIOA participant enrolled in tuition-based training concludes early.

14. *Type of Contract*

    a. Fixed Price/Performance Based Proposals—Proposers submitting fixed price/performance based proposals must complete a line item budget and a proposed payment schedule. Failure to complete both may result in the application being declared non-responsive. The line item budget must show actual cost and must include profit when applicable. Profit is to be shown in the line item "Other Operating Expenses." All fixed price/performance based grants will be negotiated based on the Offeror's proposed performance levels.
    b. Cost Reimbursement Based Proposals
    c. Hybrid Contract – this budget must have an accompanying narrative that differentiates between the cost reimbursement items and the proposed performance based items. Performance based items should follow similar guidance provided below for Criteria for Profit.
    d. Criteria for Earning Profit – Under Cost Reimbursement contracts, criteria for profit may be established by the LWIA and may be used to evaluate proposers request for payment of profit. In order to earn profit allotted in the grantee's budget, the grantee must provide track-able data and reports upon request in a manner that enables the LWIA to comply

with requests and reporting requirements of SCDEW and USDOL and make timely payments to vendors and employers. All criteria proposed must be quantifiable, trackable (evidence can be produced), and reasonable. Profit margins shall not exceed ten percent (10%) of the Contract. Criteria for Profit will be reviewed and included in negotiating final contracts.

15. *Affirmative Action*

The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of those with disabilities, and concerning the treatment of all employees, without regard to discrimination by reason of race, color, religion, sex, national origin, or physical disabilities as provided for in 20 CFR Part 667.275 of the Workforce Investment Act of 1998; Interim Final Rule and the administrative provisions of the Workforce Investment Act of 1998 as provided for in Section 188 of Public Law 105-220.

As a condition to the award of financial assistance under the Workforce Innovation and Opportunity Act from the Department of Labor, the contract application assures, with respect to the operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal employment opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, 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.

Although this section specifically references Workforce Investment Act laws and regulations, the bidder should assume that the same laws and rulings are in effect for the Workforce Innovation and Opportunity Act until otherwise notified.

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. 2 CFR 200 Uniform administrative requirements, cost principles, and audit requirements for federal awards
iv. 48 CFR Part 31 (applies to commercial organizations);
v. 29 CFR Part 95 which codifies OMB A-122;
vi. 29 CFR Part 97 which codifies OMB A-87;
vii. Section 504 of the Rehabilitation Act of 1973, as amended;
viii. Section 508 of the Rehabilitation Act of 1973, as amended;
ix. Age Discrimination Act of 1975, as amended;
x. Title IX of the Education Amendments of 1972, as amended;

xi. Section 167 of the Job Training Partnership Act, as amended;
xii. Section 188 of the Workforce Innovation and Opportunity Act of 1998;
xiii. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
xiv. Title VI of the Civil Rights Act of 1964, as amended;
xv. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
xvi. Equal Pay Act of 1963, as amended;
xvii. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 1998 (WIOA);
xviii. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
xix. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
xx. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
xxi. Executive Order 11478 Equal Employment Opportunity in the Federal Government.
xxii. ADA Amendments of 2008

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 LWIOA to do so. WorkLink WIB will notify all proposers, in writing, if the WorkLink WIB rejects all proposals.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (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 LWIOA. While cost may not be the primary factor in the evaluation process, it is an important factor.

9. 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).

10. 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.

To be eligible to receive funds made available to deliver a WIOA program for Adult and Dislocated Worker Services, a proposer must meet the following:

1. Be a public, private, or nonprofit entity that has successfully provided workforce development services for the past two years. ("Successfully" is defined for the purpose of this RFP as being able to demonstrate that the entity has been able to meet and/or exceed all WIA Adult and Dislocated Worker performance measures and has maintained fiscal integrity).
2. Discloses any potential conflicts of interest arising from the relationships of the program managers with particular training service providers or other service providers.
3. Does not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services.
4. Complies with Federal regulations, and procurement policies, relating to the calculation and use of profits.
5. Has the ability to fulfill Contract requirements, including the indemnification and insurance requirements.
6. Has the ability to maintain adequate files and records and meet reporting requirements.

7. Has the administrative and fiscal capacity to provide and manage the proposed services and to ensure an adequate audit trail.
8. Meets other presentation and participation requirements listed in this RFP.

C. Funding Available

Below is an estimated available amount of funds to be used for the WIOA Adult and Dislocated Worker Program. WIOA allows for up to 100% transfer between Adult to Dislocated Worker funding. The Proposer may propose the desired funding split between Adults and DWs. Proposers should ensure that the grand total of their proposal does not exceed the total amount below for the counties to be served.

Estimated Total Funding for WIOA Adult and Dislocated Worker services = $724,000

IMPORTANT NOTICE - Funding levels identified in this RFP are preliminary estimates and are used for planning purposes only. Total final contract amounts are subject to funding levels for PY15.

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 undesignated funds that may be awarded to the selected proposer upon evaluation of the proposer's plan of operation.

SC DEW has set the expectation that the local areas will spend at least 70% of the total available funds each program. Therefore, the contractor shall spend no less than 90% of their total budget each program year with the understanding that the 100% expenditure of the grant is the goal.

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 forty five (45) days.

Each proposer is to submit an original and eleven (11) 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 (March 19, 2015), 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 eleven (11) copies of the bound proposal to:

WorkLink Workforce Investment Board
Attn: Jennifer Kelly, Program Director
1376 Tiger Blvd, Suite 102
Clemson, SC 29631
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 #14-WIOA-03, March 19, 2015
Adult & DW Workforce Innovation and Opportunity Act Services

DUE DATE: **March 19, 2015, 3:00PM (EST)**

Proposer's Conference
**** DOORS WILL BE LOCKED AND NO OTHERS WILL BE ADMITTED AFTER 10:00AM****

All technical questions regarding the RFP must be submitted no later than 5:00PM, February 19, 2015. A proposer's conference is scheduled for 10:00AM, February 24, 2015 at the Pendleton Library located at 650 South Mechanic Street, Pendleton, SC 29670 for the WIOA Adult and Dislocated Worker Program Bid. All proposers are encouraged, but not required to attend. All questions submitted by February 19, 2015 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	February 5, 2015	
Deadline to submit Technical RFP Questions	February 19, 2015	5:00PM
Proposer's Conference and Questions Posted on WorkLink WIB Website	February 24, 2015	10:00AM
Deadline for Receipt of Formal Applications or Letter of Non-Reply due to WorkLink WIB	March 19, 2015	3:00PM
Formal Review Process of Applications Begins	March 23, 2015	12:00PM
Proposers' Presentations to RFP Committee	April 6, 2015	All Day**

WorkLink WIB Votes to Approve Recommendation	April 8, 2015	1:00PM
Written Notification to Successful Bidders	April 13, 2015	
Contract Negotiations begin	May 4, 2015	
Compliance Documents due and Contracts Issued	June 30, 2015	
Program Year 2015 Contract Begins	July 1, 2015	

*All times denoted are in Eastern Standard Time.
**Times vary. Times will be scheduled with each bidder by March 30, 2015.

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 skills, credentials, employment, retention, and higher wages. The SC Works System is to be driven by employer needs.

The anticipated contract period is July 1, 2015 through June 30, 2016; 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. April 6, 2015 has been reserved for this purpose.

3. Price Not Determinative

The WorkLink Workforce Investment Board reserves the 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 14-WIOA-03, 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 Thursday, March 19, 2015. 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 beginning 3:00 PM, March 19, 2015 in the WorkLink Conference Room.
   c. Proposers will be notified regarding non-responsive applications and the proposer will be given until 9:00AM, March 23, 2015 to make appropriate corrections to the application. Notification will be sent to the contact person listed on the cover sheet. A valid email address is required for this notification.
   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 noon, March 23, 2015 in the WorkLink Conference Room. No further revisions will be accepted past 9:00AM March 23, 2015.

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 listed below are components required for a complete proposal:

- Proposal Checklist
- Proposal Cover Sheet
- Budget Forms with narratives
- Past Performance
- Organization Reference Form
- Conflict of Interest Form
- Proposal Rating Sheet

The contractor should follow the Proposal Checklist to put the proposal together.

Note: Failure to include all of the required components in the order of the proposal checklist will result in a reduced score or disqualification. WorkLink WIB will not advise a proposer (outside of preliminary review) 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 Operations and the basic program approach for Title I-B Services. A snapshot of Target Customers and Outcomes for the WIOA Program should be provided via a table or chart within this section. A detailed explanation should be given later in the proposal narrative.

B. Main Purpose - Similar to a **mission** statement and should also be a brief statement of what the proposer intends to accomplish as the Operator and/or the Program Manager 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 (such as, but not limited to: employers and job seekers). At a minimum, this should include the ranges of the numbers to be served based on target customer groups listed above, and projected levels of performance for each target group/category. Each goal should be quantifiable and should be based on reports and LMI available in the region. Sources should be cited on how this "goal" was set.

II. Experience, Capacity & Past Performance – 20 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 manage, administer and operate a Workforce Development program under WIOA. Include specific data on outcomes achieved

to demonstrate your ability to meet contractual performance standards for WIOA 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 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 number of staff (either in part or in whole), their job title, and their job duties to be funded under this proposal. Describe the range of activities to be performed by the WIOA-funded employment and training program staff. A Job Title and Job Description must be provided for each WIOA funded position included in the proposal's implementation strategy and plan. If an employee in a particular position is to be partially funded by one WIOA 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 WIOA funds. If identification of applicable employees cannot be made at this time, it should be so stated and all other required information should be included in the proposal or offer 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 WIOA 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 you meet the accessibility needs of the customers in the WIOA program?

- 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?
- 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 WIOA 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 WIOA 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 WIOA funding.
   c. Describe cost accounting for service delivery to carry-over enrollees. Proposers, who are not currently serving as a WorkLink WIOA contractor, will be required to assume responsibility for the WIOA (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 the WIOA 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:

WIOA Program Specifics

1. 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?

2. How will you assure sustained accuracy of the information that the Proposer plans to provide?

3. Will the Proposer make an effort to allocate minimum number of eligibility determinations for each county in the service area?

4. Describe how the Proposer will provide a seamless delivery of services through Career Services and Training Services. Describe referral processes between the two levels of services.

5. Describe WIOA participant flow through the WIOA 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 WIOA process. Explain how you arrived at the proposed customer flow.

6. 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. Provide a list of the names of the tools to be used, provide an example of each.

7. Describe how you will integrate WorkKeys into the WIOA program.

8. Describe whether or not you will offer workshops to WIOA participants. Describe what topics will be covered, costs associated, partnerships, proprietary software, or other that will be used in delivering these workshops to WIOA participants.

9. 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 and documentation on the IEP.

10. Describe your proposed ratio of job-seeking customers to case managers. Explain how you arrived at this ratio.

11. 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. Describe how you will determine someone ready to work.

12. 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?

13. 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?

14. Describe your plan to refer to On-the-Job Training Coordination Services. Include how you will determine someone a good fit for On-the-Job Training.

15. Describe your job development and placement approach for WIOA participants.

16. Describe how you will partner with youth service providers to make services available to youth without expending WIOA adult and dislocated worker funds.

17. Describe how you will utilize case closures.

18. Describe your organization’s current level of partnership with each of the WIOA mandated partners in your local Workforce Investment Area. Discuss how the partnership results in an increased quality and quantity of services available to WIOA customers through the WIOA program.

19. Workforce Development is about preparing the workforce to meet Employer needs. Describe how you will insure that participants are being prepared to meet employer needs.

Subcontracts

20. 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 instances, projects or collaborative relationships in which your organization has led or worked closely with one or more WIOA 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.

B. 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.

C. 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. Outreach – 15 Points

A. Describe how you will conduct outreach in the WorkLink area, promoting WIOA program services. Give a timeline and detailed explanation of what methods would be used.
B. Describe how you will ensure that target customer groups are aware of WIOA services. Include hard-to-reach communities.
C. Describe what relationships, partnerships, and community/group organizations are essential to your outreach plan.

VI. Budget -25 Points

A. The WorkLink WIB will enter into contracts for services beginning July 1, 2015, and ending June 30, 2016. 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.

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.

*All line item amounts will be assumed to be cost reimbursement, unless otherwise noted clearly in the program narrative by the proposer that the line item is performance based/fixed price; a schedule for payment and SMART goals should be detailed in the program narrative for the line item.

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 WIOA. 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.

5. **Criteria for Earning Profit** – Under Cost Reimbursement contracts, 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. The proposer should propose criteria for profit and a schedule of payment as part of the budget narrative.

   Examples of criteria of profit include, but are not limited to:
   - Actively promote employment success stories of WIOA program participants
   - Number of Enrollments, Number Credentials earned, Number of GED/Diplomas Attained, and Placements in employment.
   - Number of individuals that completed Soft Skills training.
   - Number of referrals to On-the-Job Training
   - Implementation of a best practice from outside the region.
   - Partner Collaboration- Each quarter, XX will provide at least five (5) instances per quarter of specific collaboration with community organizations to address the additional barriers of its participants- homeless, runaway, foster child, pregnant, parenting, offender, or needs additional assistance to complete an education program or to secure and hold employment.
   - Number of WorkKeys certificates earned.
   - Others proposed by Proposer

   Please note that the RFP Committee's priorities center on enrollments, number of individuals trained, credential outcomes, participants placed in employment, outreach, soft skills, and WorkKeys. WIOA priorities center on innovation, technological linkages, disability initiatives and collaborations (includes ADA and EO compliance), serving those with barriers to employment, career pathways, in-program skills gains, higher wages, and being an employer-driven system.

   In order to earn profit allotted in the grantee's budget, the grantee must provide track-able data and reports upon request in a manner that enables the LWIA to comply with requests and

reporting requirements of SCDEW and USDOL and make timely payments to vendors and employers.

All criteria proposed must be Specific, Measurable, Achievable, Realistic and Timely (SMART goals). Profit margins shall not exceed ten percent (10%) of the Contract. Criteria for Profit will be reviewed and included in negotiating final contracts.

E. Describe your organization's financial resources to cover disallowed costs or program over expenditures.

F. WIOA funds are distributed through a process of drawdowns from DOL and then from the State to the ACOG. This process may be lengthy. How will your agency fiscally cover the time between expense and payment (typically 20 to 30 days)?

G. Do you have a federally approved indirect cost rate? If yes, please provide a copy of the approval. Please refer to 2 CFR 200 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 2 CFR 200.

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 Innovation and Opportunity Act, the applicant shall have a procurement system, which adequately provides, maximum, free, and open competition. To accomplish this, applicants must have a system which: 1) provides for full and open competition, 2) has written procedures for procurement transactions, and 3) has a

code of ethical standards, which adequately provide for the avoidance of any conflict of interest.

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 WIOA-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** (both included in Form C – Budget forms) present a detailed cost and price analysis of the individual allowable cost by line item and cost objectives/categories, as contained in the Budget Summary. 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 Worksheets, and the Cost and Price Analysis Worksheets 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 WIOA project. One primary purpose of the Cost and Price Analysis Worksheets is to determine the proposer's projected cost and price in operating such WIOA project; therefore, it is imperative that each applicable line and/or blank be filled in completely. Where necessary, additional information must be attached as exhibit(s) to the extent that the basis for all cost is clearly and fully identified. All pages of the Cost and Price Analysis Worksheets should be completed and attached (including blank pages) to the Budget Summary.

The **Client Flow** 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.

A budget worksheet and customer flow sheet have been provided for your use. However, the bidder may choose to use a different format for the budget summary and/or customer flow sheet. The bidder must ensure that all cost categories and line items in Form C - Budget Summary are reflected in the bidder's proposed budget format. Please review the Budget Summary worksheet provided as an attachment for this

RFP for specific cost categories and line items. The final budget template or format will be approved or modified during budget negotiations.

The customer flow sheet may be modified or a new format substituted as desired; however, a total yearly served goal should be clearly stated and defined. The following should be summarized: total anticipated new enrollments, total anticipated numbers to be trained (if different from new enrollments) by type of training (occupational/OJT referrals/GED/Soft Skills), anticipated carryovers, and anticipated exits for the program year should be reflected. Benchmarks throughout the year may be set by the bidder; however, the total number negotiated with the WIB must be accomplished by June 30 of the contracted program year. A cost per participant analysis must be provided (mathematical computations must be accompanied by written explanation).

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 - 20 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 WIOA partners and non-WIOA 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 Career Counseling/Workforce Development agencies?
- Does the proposer include a current organizational chart and job descriptions of all budgeted positions to be assigned to the WIOA program? 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?

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.

- Does the proposer describe their plan or vision on how they will effectively carry out implementation of the WIOA 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 offer workshops for WIOA program participants? Does it describe how it will benefit the participants in being placed in employment and retaining employment?
- 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 program 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 WIOA participant's IEP?

- Does the proposer describe how they will utilize labor market and career pathway information (while protecting customer choice) to drive the training priorities for WIOA participants? Is the approach appropriate, comprehensive, and in-depth? Has the proposer addressed its approach to sector-based training?
- 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 referring to On-the-Job Training Services? Is the plan and proposed referrals numbers appropriate?
- 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?
- Does the proposer provide a list of assessments with examples and a description of how they will utilize those assessments to assist participants with making training decisions?
- Does the proposer describe how they will integrate WorkKeys into the WIOA program?
- 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 career services delivery to target customer groups eligible for WIOA 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 WIOA and Local WIB reports on Proposer's performance, and customer satisfaction correspondence – both job seekers and employers?
- Did the Proposer identify how they will provide follow-up services to those that have exited out of the WIOA program?
- 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?
- 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?
   - Doe the innovations proposed further WorkLink WIB's strategic plan or OneStop Certification?
   - Are the innovative approaches described accompanied by research or supporting documentation?

5. **Outreach - 15 Points**
   Points will be awarded based on the proposer's ability to demonstrate a reasonable, executable outreach plan for WIOA workforce development services. The proposed outreach methods proposed within the application provide promising results based on sound research, demonstrated best practices, and appropriate funding.
      - Does the proposed plan offer a comprehensive approach to providing outreach? Does it include a variety of methods (i.e. print, community involvement, social media, etc.)?
      - Is the associated budget reasonable?
      - Does the plan include all target customers? Does it include the hard to reach communities? Does it include Limited English populations, EO and ADA groups?
      - Does the plan include innovative methods of outreach to the community and target customers?

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?
- Are the budget line item totals appropriately divided by staff and overhead costs versus direct participant benefits (i.e. training, supportive services)?
- Did the budget narrative include criteria for profit? If so, does the criteria for profit have reasonable SMART goals attached to it? Is the format of the goals easily understandable? Does the schedule for pay make sense and is equitably spread across the program year?

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 Danny Brothers (c/o: Trent Acker, SC Works Clemson, 1376 Tiger Blvd, Suite 102, Clemson, SC 29631) to review to determine merit. In order for an appeal to be found to have merit, it must show that any substantial portion of the RFP process or a federal or state law was violated. Only appeals that cite the specific section(s) of the RFP or specific statutes that have been violated will be considered.

Appeals will not be accepted for any reasons other than those stated above. Appeals received after the established deadline will not be accepted. Appeals may not dispute a particular score or funding level received by the petitioning 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 and terms will be negotiated prior to execution of a grant. Criteria for Profit may apply.

Per 2 CFR 200 procurement guidance, WorkLink WIB has the option to extend a contract with a Service Provider pending the following caveats are met:

- The grant should not exceed 3 total years.
- The grantee must meet or exceed performance.
- The administrative entity and the grantee must negotiate each budget year.
- The administrative entity will issue performance measures each year after negotiate with the State.

These conditions may change pending further guidance from the State or from USDOL.

PART 10: ATTACHMENTS AND FORMS

WorkLink Information and Attachments to RFP:

I. WorkLink 2009 Strategic Plan
II. Memorandum of Understanding
III. SC OneStop Certification Standards
IV. Activity Code Definitions
V. Functional Supervision
VI. 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

Request for Proposal
#14-WIOA-04

OneStop Operator

Funded by:
Title I of the Workforce Innovation and Opportunity Act of 2014

Program Year 2015
(July 1, 2015 – June 30, 2016 with extension options)

Administered by:
WorkLink Workforce Investment Board
1376 Tiger Blvd, Suite 102
Clemson, SC 29631
(864) 646-1515 TTY 711
Worklink.scworks.org
Trent Acker, Executive Director

An Equal Opportunity Employer / Program

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PART 1: INTRODUCTION

A. Disclaimer

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014 by President Barrack Obama, will be implemented on July 1, 2015. Federal regulations are currently being drafted by the US Department of Labor and will not be finalized until 2016. This request for proposals, any bids submitted by proposers to this request, and any final contracts negotiated with the successful bidder(s) as a result of this proposal is subject to final laws and regulations and may be changed at any time in order to come into compliance with those laws and regulations.

Bidder's should note that WIOA changes the WorkLink Workforce Investment Board to a "Workforce Development Board," and changes the local "workforce investment area" into a "workforce development area" as of July 1, 2015. These terms may be interchangeable through the transition and through this procurement process.

Bidders are strongly encouraged to follow the Department of Labor's WIOA resource page for latest updates: www.doleta.gov/wioa.

Furthermore, as the WorkLink Workforce Investment Board continues to develop and refine its SC Works system, policies, procedures, or regulatory changes occur from time to time. Bidding organizations may be requested to modify program design or the delivery of services. Should a request for a change in the program design or service occur, staff of the Administrative Entity will assist bidding organizations or service providers in the redesign to ensure consistency with Board policy and regulatory requirements.

Any significant changes made to this request for proposals will be posted to the following website: http://www.worklinkweb.com/welcome/request-for-proposals.php.

B. Purpose

The WorkLink Workforce Investment Board (hereafter "WorkLink WIB") is seeking proposals from organizations to operate the local OneStop (hereafter "SC Works") System and Centers as authorized under the Workforce Innovation and Opportunity Act of 2014 in Anderson, Oconee, and Pickens Counties of South Carolina.

All WIOA-funded services must be delivered in accordance with WIOA rules and regulations, guidance from US Department of Labor (hereafter "DOL"), 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 Innovation and Opportunity Act of 2014.

C. Contact Information

The sole point of contact for information on this program is:

Jennifer Kelly, Program Director
WorkLink Workforce Investment Board
1376 Tiger Blvd, Suite 102, Clemson, SC 29631
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 formed as a result of the Workforce Investment Act of 1998 and will continue under the Workforce Innovation and Opportunity Act (WIOA) of 2014. The County Council local elected officials (LEOs) and the WorkLink WIB work in partnership to set policy for the region and all eligible WIOA 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 seven (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 is working on a new five-year strategic plan and should be finalized just prior to the July 1, 2015 program year. When this plan is finalized, the

bidder may view it on the WorkLink website (See Attachment I – WorkLink 2009 Strategic Plan).

3. **Board Structure** - The WorkLink WIB finalized a five-year strategic plan in the spring of 2009. 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.

    The WorkLink WIB created committees in order to best utilize areas of expertise among Board members in addressing the Strategic Plan of 2009. 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.
    - *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, including the Adult and Dislocated Worker programs.
    - *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.

    WorkLink WIB is currently reviewing its committee structure in order to align committees with WIOA expectations and strategic plan outcomes, along with Board members with their 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.

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 Innovation and Opportunity 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
- Monitor and report on quality, performance, and cost effectiveness, through on-site visits, records review, evaluations, expenditure review, and other methods as needed

Outreach:

- Approve site location, facilities, and equipment that contribute to a quality center and customer satisfaction

- Approve outreach 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 WIOA 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 grants and contracts are entered into with the ACOG on behalf of the WorkLink WIB. 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.

6. Local Considerations

WorkLink WIB is in the process of becoming 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 Innovation and Opportunity Act. WorkLink is officially the WorkLink Workforce Investment Corporation, but may be interchangeable with WorkLink WIB. The successful bidder will be required to collaborate with these grants as needed.

WorkLink WIB transitioned its service delivery model in August 2013, and does not foresee any further changes to our service delivery model at this time. In the event that new SC Works Center locations are formed, the contractor must be willing to work with the WIB to arrange for additional service points and/or re-location of service points so that services to the community will not lapse.

7. State Considerations

The State has implemented OneStop Chartering Criteria, hereinafter OneStop Certification Standards (Attachment II), 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; deadlines are pending.

The Trade Adjustment Act will be undergoing transition over the next few months. All successful bidders will be required to follow DOL, State, and local guidance regarding co-enrollment of Trade eligible participants. Please note that there is a possibility that Trade participants may be required to co-enroll into WIOA programs. The successful bidder will be required to comply.

8. Federal Considerations

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014 by President Barrack Obama, will be implemented on July 1, 2015. Federal regulations are currently being drafted by the US Department of Labor and will not be finalized until 2016.

WorkLink Workforce Investment Board reserves the right to cancel or modify this request for proposal or the scope of funding of an approved WIOA program to any extent necessary to ensure compliance with state and/or federal guidelines. This may occur at any time prior to/or during implementation of the WIOA programs for PY2015 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.

On December 26, 2014, Department of Labor announced that the OMB Circulars had been revised. A-133, A-87, and A-122 were combined into one OMB circular. All WIA and WIOA funding will be subject to the new OMB circular, 2 CFR 200. The successful bidder will need to be familiar with the new OMB circular, and should reference TEGL 15-14, “Implementation of the New Uniform Guidance Regulations,” for further information.

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 Innovation and Opportunity Act of 2014 and Wagner-Peyser (among other program partners) is subject to this law.

B. **Workforce Landscape**

For labor market information for the WorkLink area, please visit the Labor Market Info section of the SC Works Online Services website: https://jobs.scworks.org/vosnet/Default.aspx. The local area of WorkLink consists of Anderson, Oconee, and Pickens Counties of South Carolina.

PART 3: WORKFORCE INNOVATION AND OPPORTUNITY ACT AT-A-GLANCE

A. **WIOA Guiding Principles**

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

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

B. **An Overview of the SC Works System**

The SC Works (also known as a One-Stop) system brings together a wide variety of Federal, State, and local program partners, integrates the provision of their services and provides a full-range of help to job seekers and employers, all under one roof.

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

- Employer services

Services are driven by business and focus on customer choice. There are two types of SC Works Centers: comprehensive and satellite. Comprehensive SC Works Centers provide access to all the services described here either on-site, or through referral. Satellite SC Works Centers have some, but not all of the services available. Access Points are unmanned kiosk computer terminals made available throughout the community for job seekers.

The WorkLink Region has designated SC Works Centers currently located at:

Comprehensive Center	SC Works Clemson at East Park 1376 Tiger Blvd. Suite 102 Clemson, SC 29631 Hours: 8:30 – 5:00 M thru F Phone: (864) 643-0071 (TTY 711)
Satellites	SC Works Anderson Anderson County QuickJobs Development Center Across from the Tri-County Technical College Anderson Campus 512 Michelin Blvd Anderson, SC 29625 Hours: 8:30 – 5:00 M thru F (864) 260-6780 (TTY 711)
	SC Works Easley Pickens County QuickJobs Development Center Next to the Tri-County Technical College Easley Campus 1774 Powdersville Rd. Easley, SC 29642 Hours: 8:30 – 5:00 M thru Th Phone: (864) 220-8990 (TTY 711)
	SC Works Seneca Oconee County QuickJobs Development Center Next to the Hamilton Career Center 104 Vocational Drive, Seneca, SC 29672 Hours: 8:30 – 5:00 M thru F Phone: (864) 646-1741 (TTY 711)
Access Points	Goodwill Industries Anderson Interfaith Ministries United Way of Anderson United Way of Pickens County United Way of Oconee County Pickens County Library System Oconee County Public Library System Anderson County Library System The Dream Center of Pickens Watkins Community Center

Other locations (comprehensive, satellites, or access points sites) may be determined and/or approved by the Board. The contractor will be notified of any changes. The contractor may also lead initiatives on designating Access Points.

LWIB Role in relation to the SC Works System:

(1) develop and enter into the memorandum of understanding with SC Works partners;
(2) designate or certify SC Works operators; and
(3) conduct oversight with respect to the SC Works delivery system in the local area.

Partner Role in relation to the SC Works System:

(1) enter into a local memorandum of understanding with the local board, relating to the operation of the SC Works system (see attachment III – Memorandum of Understanding);
(2) use a portion of their funds available for their program and activities to maintain the SC Works delivery system, including payment of the infrastructure costs of SC Works centers;
(3) participate in the operation of the SC Works system consistent with the terms of the memorandum of understanding, the requirements of this title, and the requirements of the Federal laws authorizing the program or activities;
(4) provide access to their respective program or activities through the SC Works delivery system, including making career service activities authorized by their programs available at the SC Works centers (and at any additional appropriate locations); and
(5) provide representation on the State board.

C. **Title I-B WIOA Adult & Dislocated Worker Services**

The Adult and Dislocated Worker Programs, under Title I-B of the Workforce Innovation and Opportunity Act of 2014, 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

Career and training services are provided through the SC Works Centers.

Career Services are described as*:*

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

- Workforce and labor market employment statistics information, which includes job vacancy listings; job skills necessary for job openings; and information on local occupations in demand and the earnings, skill requirements, and opportunities for advancement within those career pathways; and
- Performance information and program cost information on eligible providers of training;
- Information, in formats that are usable by and understandable to one-stop center customers, regarding how the local area is performing on the local performance accountability measures;
- Information, in formats that are usable by and understandable to one-stop center customers, relating to the availability of supportive services or assistance, provided by partners;
- Referrals to supportive services or other needed assistance;
- Information and assistance regarding filing claims for unemployment compensation;
- Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs;
- Other services needed in order for an individual to obtain or retain employment, that consist of—
    - Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include—diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
    - Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives;
    - Group counseling;
    - Individual counseling;
    - Career planning;
    - Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training;
    - Internships and work experiences that are linked to careers;
    - Workforce preparation activities;
    - Financial literacy services;
    - Out-of-area job search assistance and relocation assistance; or
    - English language acquisition and integrated education and training programs; and
    - Follow-up services, including counseling regarding the workplace, for participants in Workforce Innovation and Opportunity Activities authorized under this subtitle who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

Eligibility determination guidelines are still pending final WIOA regulations. At this time, it is unclear if eligibility determination must occur before career services may be received. Therefore, unless otherwise denoted in the final WIOA regulations, the bidder should assume that

individuals receiving services under the bullet "Other Services needed" must first be determined eligible and enrolled into WIOA. The WIB will provide technical assistance upon final ruling.

Training Services are described as:

- Occupational skills training, including training for nontraditional employment;
- On-the-job training;
- Incumbent worker training (as authorized by the local Board and the SWIB);
- Programs that combine workplace training with related instruction, which may include cooperative education programs;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs;
- Job readiness training provided in combination with services outlined in 1 through 8 of this section;
- Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services described in any of clauses 1 through 7; and
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

All those that receive training services must be determined eligible for WIOA funding.

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 and WIOA funding is partially based on achieving Department of Labor's performance measures regarding employment and training.

With the transition between the Workforce Investment Act (WIA) and WIOA occurring between PY14 and PY16, the proposer should take into account that for PY15 the successful bidder will be subject to the WIA common measures through June 30, 2016. Those measures are as follows:

- **Entered Employment** - To increase employment, as measured by entry into unsubsidized employment (1st quarter after exit);

- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (2nd and 3rd quarter after exit); and
- **Average Earnings** - To increase earnings received in unsubsidized employment (average of 2nd and 3rd quarter after exit).

However, the proposer will also need to take into account that WIOA performance measures (set to take effect on July 1, 2016) may be based on data regarding exiters from the WIA program for the previous two years (beginning July 1, 2014), unless otherwise waived by DOL. The successful bidder will be responsible for the follow-up and performance measures data for both WIA and WIOA measures and should be prepared to track the data for both sets of measures.

The WIOA performance measures with noted changes are described below:

- **Employment** - To increase employment, as measured by entry into unsubsidized employment (2nd quarter after exit);
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (4th quarter after exit); and
- **Median Earnings** - To increase earnings received in unsubsidized employment (median of 2nd quarter wages after exit).
- **Credential Rate** – To increase credentials or diplomas obtained during or immediately after program exit.
    - *Definition:* Percentage of participants who obtain a recognized post-secondary credential or diploma during participation or within 1 year after program exit.
- **In-Program Skills Gain** – To increase the skills obtained through education leading to a credential or employment during the program year.
    - *Definition:* Percentage of participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real-time.
- **Employer Services** – To indicate effectiveness in serving employers.
    - Number and definitions are pending and will be effective July 1, 2016.

The successful bidder will be responsible for meeting all performance measures as laid out by DOL.

In the event that the State and/or the WorkLink WIB sets additional goals to indicate the success of the system or centers, the successful bidder will also be required to meet those goals and/or measures as well. The successful bidder will be responsible for all performance data regardless of provider. If requested (and in the event that there are multiple providers), data can be broken down by service provider.

4. WorkLink LWIA PY2014 Performance Goals

Below are the performance measures given to WorkLink for PY14. Each local workforce board is responsible for negotiating these measures with the State. The performance measures listed below are provided as information and as a baseline for the purpose of this request for proposals.

	Entered Employment	Retention Rate	Average Earnings
Adult	69.1%	88.8%	$11,538
Dislocated Worker	76.4%	93.3%	$15,532

*These levels are subject to change with the implementation of WIOA and/or the PY'15 measurements.

In addition to these measures (and pending WIOA 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. The Contractor will be responsible for capturing all credentials and entering them into SCWOS as well as all In-program skills gains. The Contractor will be required to provide follow-up services to WIA and WIOA participants for all four quarters beginning July 1, 2015.

5. **Definition of Terms** – for definitions for any terms under this RFP, reference Section 1(b)3 of the Workforce and Innovation Opportunity Act of 2014. Further clarification can be requested as part of the Technical RFP Questions answered at the Proposer's Conference seen in Part 6 (D) of this RFP.

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:

SC Works Operator
The SC Works System Operator coordinates, facilitates, promotes, designs, and expedites services for the WorkLink WIB designated SC Works Centers. The scope of operations involves the delivery of the full array of Workforce Innovation and Opportunity Act (WIOA) services, including WIOA mandated and non-mandated partner organizations, to all interested job seekers and employers in the comprehensive SC Works Center, affiliated SC Works satellite sites, and Access Points as identified in the Memorandum of Understanding with Anderson, Oconee, and Pickens County local elected officials.

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 implement effectively an integrated SC Works System for employers and job seekers.

- The Operator shall insure that SC Works partners, on an ongoing basis, deliver quality and timely career services;
- The Operator shall provide information and access to training services, including serving as the point of access to training services for participants under WIOA;

- The Operator shall provide information and access to programs and activities carried out by SC Works partners as described in the Memorandum of Understanding between the local WIB and the local elected officials;
- The Operator shall provide access to the labor market data, information, and analysis and all job search, placement, recruitment, and other labor exchange services authorized by Wagner-Peyser. Wagner-Peyser services are mandated to co-locate within the SC Works Centers; and
- The Operator shall insure that all Center services and outreach materials are ADA and EO compliant.

OneStop Certification

The SC Works Operator shall 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.

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 Innovation and Opportunity Act.

Required Partners (*denotes core partners) as authorized by WIOA include:

- WIOA Adult Program*
- WIOA Dislocated Worker Program*
- WIOA Youth Program*
- Wagner-Peyser Employment Services*
- Adult Education*
- Vocational Rehabilitation*
- Career and Technical Education (Perkins Act)
- Community service Block Grant
- Indian and Native American Programs
- HUD Employment and Training Programs
- Job Corps
- Local Veterans' Employment Representatives and Disabled Veterans' Outreach Program
- National Farmworker Jobs Program
- Senior Community Service Employment Program
- TANF (unless otherwise waived by Governor)
- Trade Adjustment Assistance Programs
- Unemployment Compensation Programs
- YouthBuild

Additional SC Works Partners are organizations who voluntarily involve their services in the SC Works System.

Potential Partners listed in the Act include:

- Social Security Employment and training programs, e.g. Ticket to Work
- Supplemental Nutrition Assistance Program (SNAP)

- Vocational Rehabilitation Client Assistance Program
- National and Community Service Act programs
- Other federal, state, or local employment, education, or training programs, including those provided by libraries
- Additional potential Partners may be included in the Memorandum of Understanding.

Quarterly partner meetings shall be held to encourage communication among partners, to leverage 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 shall be expected to negotiate with the partners and maintain the resource sharing agreements in these efforts. The SC Works Operator will collaborate with WIB staff to finalize the MOU for the local elected officials and the cost allocation plan with partners each year.

Each resource sharing agreement shall detail the following:

1. Services provided and coordinated through the SC Works System
2. Funding of shared services and infrastructure costs
3. Referral methods between partners and SC Works operators

Partners will make a commitment to support the following:

- A strong entrepreneurial approach designed to serve the customer, simplifying bureaucratic systems;
- Bringing funded or in-kind resources;
- Providing staff to be supervised (functionally) by the managing entity, or providing a state-of-the-art electronic linkage in lieu of a staff presence (see attachment V – Functional Supervision);
- 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 of 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.

The SC Works Operator shall arrange for services to be integrated (where possible and reasonable) into the WorkLink SC Works System in such a way that duplication of service is avoided.

Establishing Workforce Services in the Community

In addition to the comprehensive SC Works Center and affiliated SC Works satellite sites, the Operator shall establish, maintain, and coordinate services through:

1. *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, the Operator may make such SC Works career services available to those communities on an "as needed" basis. The Operator is responsible for determining SC Works On-the-Go site visits, including frequencies and services to be delivered.

2. *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 determine maintenance and replacement of equipment associated with Access Points.

Outreach

The Contractor will be responsible for developing an outreach plan that shall include development of brochures (in addition to, but not duplicative of WIB or State mandated brochures), PowerPoint presentations, community-based print and radio ads, and if appropriate, website information detailing business offerings and an overall strategy for announcing the resources of the WorkLink WIB SC Works System. All materials produced and published must be approved and shared with the WIB staff. The Contractor shall use all mandated brochures developed by the WIB or the State.

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.

The Operator shall establish and maintain a Limited English Proficiency Plan, including services for individuals with a hearing impairment. The Operator is required to train all staff on how to use the Limited English Proficiency plan.

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 with DEW Wagner-Peyser staff:

- 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 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 and career pathways;
- 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;
- Avenues to place job openings as well as access to SC Works.org; and
- Other services as appropriate.

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 may offer customized and innovative Business Services, which may be offered for a fee. Services that may be offered 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 Innovation and Opportunity Act. The Operator may not charge for services already funded by the Workforce Innovation and Opportunity Act.

The Operator shall work with the Business Service lead for the WorkLink region to develop a systematic, equitable approach in determining (based on need) what level of services each business will receive from the SC Works Center. This methodology must be approved by the WorkLink WIB prior to implementation.

The Operator is responsible for working with the Business Services team in order to achieve employer satisfaction performance measures set forth by DOL.

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.

Services To Be Provided To Job Seekers

It is expected that a minimum standard set forth by One-Stop Certification Standards be met regarding the ability to provide career services and activities to all job seekers.

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. Successful bidders are responsible for bringing SC Works Center into compliance with ADA laws and ensuring ongoing standards are maintained in relation to accessibility.

Hours of Operation

Regular hours of operation for the Comprehensive SC Works Center are Monday through Friday from 8:30am to 5:00pm. Hours vary by location for Satellites and Access Points. 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.

Resource Room for Universal Access

All WorkLink SC Works Centers shall host resource rooms for use by job seekers. 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.

Limitations or restrictions placed on this equipment must meet WIB staff approval prior to implementation.

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

The Operator 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 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).

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 WIOA 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.

Workshops
The Comprehensive SC Works Center shall offer a wide range of informational workshops to jobseekers. Workshops shall be offered on a regular basis throughout the month. The Operator is responsible for coordinating these workshops.

A. Deliverables

The Contractor will be required to provide the following deliverables:

1. OneStop Certification of all Centers
2. Executed Resource Sharing Agreements, includes timely, quarterly reconciliation
3. Business Plans for each Center (or one Business Plan for the region with subsections for each Center)

4. At a minimum, meets all performance measures (WIOA measures, Business Plan, WIB goals, customer satisfaction, etc.)
5. Ongoing, executed Staff Development and Training plan for all SC Works Center staff, includes partners
6. Maintain (and expand if necessary) Access Points service locations
7. Coordinate all services in the SC Works Center services and programs
8. Ongoing participation in workforce development related community events
9. Ongoing collaboration and information sharing with the WIB staff
10. Workshop schedules on a monthly basis
11. Partner coverage for resource rooms
12. Up-to-date and executed Outreach plan for the SC Works Centers
13. Promotion of WorkKeys in the community
14. Expend a minimum of 90% of total grant
15. Other goals that support the Scope of Work outlined in this RFP

B. Reports

Monthly and Quarterly Reports: Routine monthly and quarterly written programmatic reports shall be due by the tenth (10th) calendar day of the month following the month being reported on.

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 10th day of the following month. Financial Reports include:

- Monthly Request for Payment
- FSR-S form
- General Ledger Detail
- YTD Expenditure Reports
- Contract Obligations by Fund Stream

PART 5: CONTRACTOR REQUIREMENTS (See Attachment VI, WIA Terms and Conditions)

The successful proposer awarded a grant should assume that WIA Terms and Conditions apply unless otherwise notified by the WorkLink WIB.

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 WIOA funds as a result of any contractual agreement resulting from this RFP. Such records shall reflect actual hours worked, annual and/or sick leave hours taken, personal days, and holiday hours taken per pay period. The record of hours worked or time sheet shall be signed by the employee and the employee's supervisor. The record or the time sheet must also reflect the time allocated to any and all WIOA projects, as well as any other non-WIOA projects.

B. Professional Development of WIOA Funded Staff

The Operator shall be required to support the continued professional development of its fully or partially WIOA funded staff through attendance at WIOA related professional development training opportunities and WIOA announced Service Provider meetings/trainings. Prior approval is required for training opportunities, travel, and incurred expenses outside of the local WIOA 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 awarded a grant will be required to submit a Monthly Request for Payment Invoice to the WorkLink Workforce Investment Area's Finance Director 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 awarded a grant will also be required to submit an Annual Financial Closeout Report to WIB Staff by close of business on August 10 (or the Friday before).

   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 awarded a grant will also be required to submit all other necessary forms, documents, and/or reports that may be required from time to time. Additionally, these forms, documents and/or reports may be altered as necessary in the future to meet requirements of the WIOA Management Information System.

4. *Audits*
   In accordance with 2 CFR 200, Subpart F – Audit Requirements, successful proposers must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

5. *Monitoring & Evaluation*
   Successful proposers awarded a grant will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with the WIOA Final Rules and Regulations and any contractual agreement resulting from this RFP.

6. *Documents Required of Selected Bidders*
   Successful proposers awarded a grant 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 their bank account number until they have been officially selected.

Note: All compliance documents listed above are required to be submitted prior to the beginning of each new contract period. 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 awarded a grant will be required to document participant's time and attendance throughout the period the participant is receiving training or supportive services. Participants abide by the attendance policy of the training provider. Time sheets must be signed by the participant; verified by the case manager, classroom instructor, training, or worksite supervisor; and maintained in the customer's official WIOA file folder.

10. *Participant Files*
    Successful proposers awarded a grant will be required to maintain WIOA participant files (either in a hard file or electronic file) as specified in any contractual agreement resulting from this RFP.

11. *Payments Made on Behalf of Participants*
    Participants may be eligible to receive supportive service payments and/or needs-based payments. 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-WIOA fund sources.

12. *Insurance for Participants*
    i. Classroom Training - The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIOA participants participating in training conducted in a typical classroom training environment.
    ii. Work Experience and Limited Internships - The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIOA participants while they are participating in training conducted in a typical work experience or limited internship mode (generally, training conducted on an employer's work site)

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 WIOA participant enrolled in tuition-based training concludes early.

14. *Type of Contract*
    a. Fixed Price/Performance Based Proposals
       Proposers submitting fixed price/performance based proposals must complete a line item budget and a proposed payment schedule. Failure to complete both may result in the application being declared non-responsive. The line item budget must show actual cost and must include profit when applicable. Profit is to be shown in the line item "Other Operating Expenses." All fixed price/performance based grants will be negotiated based on the Offeror's proposed performance levels.
    b. Cost Reimbursement Based Proposals
    c. Hybrid Contract – this budget must have an accompanying narrative that differentiates between the cost reimbursement items and the proposed performance based items. Performance based items should follow similar guidance provided below for Criteria for Profit.
    d. Criteria for Earning Profit – Under Cost Reimbursement contracts, criteria for profit may be established by the LWIA and may be used to evaluate proposers request for payment of profit. In order to earn profit allotted in the grantee's budget, the grantee must provide track-able data and reports upon request in a manner that enables the LWIA to comply with requests and reporting requirements of SCDEW and USDOL and make timely payments to vendors and employers. All criteria proposed must be quantifiable, track-able (evidence can be produced), and reasonable. Profit margins shall not exceed ten percent (10%) of the Contract. Criteria for Profit will be reviewed and included in negotiating final contracts.

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 Innovation and Opportunity Act from the Department of Labor, the contract application assures, with respect to the operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal employment opportunity provisions of the Workforce Investment Act of 1998, including the 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.

Although this section specifically references Workforce Investment Act laws and regulations, the bidder should assume that the same laws and rulings are in effect for the Workforce Innovation and Opportunity Act until otherwise notified.

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. 2 CFR 200 Uniform administrative requirements, cost principles, and audit requirements for federal awards
iv. 48 CFR Part 31 (applies to commercial organizations);
v. 29 CFR Part 95 which codifies OMB A-122;
vi. 29 CFR Part 97 which codifies OMB A-87;
vii. Section 504 of the Rehabilitation Act of 1973, as amended;
viii. Section 508 of the Rehabilitation Act of 1973, as amended;
ix. Age Discrimination Act of 1975, as amended;
x. Title IX of the Education Amendments of 1972, as amended;
xi. Section 167 of the Job Training Partnership Act, as amended;
xii. Section 188 of the Workforce Innovation and Opportunity Act of 1998;
xiii. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
xiv. Title VI of the Civil Rights Act of 1964, as amended;
xv. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
xvi. Equal Pay Act of 1963, as amended;
xvii. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 1998 (WIOA);

xviii. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;

xix. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;

xx. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and

xxi. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

xxii. ADA Amendments of 2008

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 WIB 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 eighty (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 LWIOA. 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.

To be eligible to receive funds made available to operate a one-stop center, a proposer must meet the following:

1. Be a public, private, or nonprofit entity that has successfully provided workforce development services for the past two years. ("Successfully" is defined as being able to demonstrate that the entity has been able to maintain fiscal integrity and has operated a One-Stop System/Center for more than two years); OR
2. Be a consortium of entities which includes, at a minimum, 3 or more of the one-stop partners of demonstrated effectiveness, located in the local area.

   Acceptable partners may include—an institution of higher education; an employment service State agency established under the Wagner-Peyser Act; a community-based organization, nonprofit organization, or intermediary; a private for-profit entity; a government agency; and another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization. Traditional elementary and secondary schools are NOT eligible partners.

AND the Operator understands and agrees as part of their submission of their bid to meet the following conditions:

3. Discloses any potential conflicts of interest arising from the relationships of the operators with particular partners or service providers;
4. Does not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services;
5. Complies with Federal regulations, and procurement policies, relating to the calculation and use of profits;
6. Has the ability to fulfill Contract requirements, including the indemnification and insurance requirements;
7. Has the ability to maintain adequate files and records and meet reporting requirements;

8. Has the administrative and fiscal capacity to provide and manage the proposed services and to ensure an adequate audit trail; and
9. Meets other presentation and participation requirements listed in this RFP.

C. Funding Available

Below is an estimated available amount of funds to be used for the SC Works Operator. WIOA allows for up to 100% transfer between Adult and Dislocated Worker funding. The Proposer may propose the desired funding split between Adults and DWs. Proposers should ensure that the grand total of their proposal for the SC Works Operator does not exceed the total amount below for the counties to be served.

Estimated Total Funding for SC Works Operator = $90,000

IMPORTANT NOTICE - Funding levels identified in this RFP are preliminary estimates and are used for planning purposes only. Total final contract amounts are subject to funding levels for PY15.

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 may have contingency funds that may be awarded to the selected proposer upon evaluation of the proposer's plan of operation.

SC DEW has set the expectation that the local areas will spend at least 70% of the total available funds each program. Therefore, the contractor shall spend no less than 90% of their total budget each program year with the understanding that the 100% expenditure of the grant is the goal.

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 forty-five (45) days.

Each proposer is to submit an original and eleven (11) 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 (March 19, 2015), 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 eleven (11) copies of the bound proposal to:

WorkLink Workforce Investment Board
Attn: Jennifer Kelly, Program Director
1376 Tiger Blvd, Suite 102
Clemson, SC 29631
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 #14-WIOA-04, March 19, 2015
SC Works Operator

DUE DATE: **March 19, 2015, 3:00PM (EST)**

Proposer's Conference

**** DOORS WILL BE LOCKED AND NO OTHERS WILL BE ADMITTED AFTER 1:00PM****

All technical questions regarding the RFP must be submitted no later than 5:00PM, February 19, 2015. A Proposers' Conference will be held Tuesday, February 24, 2015 at the Pendleton Library located at 650 South Mechanic Street, Pendleton, SC 29670 at 1:00pm for One Stop Operations. All proposers are encouraged, but not required to attend. All questions submitted by February 19, 2015 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	February 5, 2015	
Deadline to submit Technical RFP Questions	February 19, 2015	5:00PM
Proposer's Conference and Questions Posted on WorkLink WIB Website	February 24, 2015	1:00PM
Deadline for Receipt of Formal Applications or Letter of Non-Reply due to WorkLink WIB	March 19, 2015	3:00PM
Formal Review Process of Applications Begins	March 23, 2015	12:00PM

Proposers' Presentations to RFP Committee	April 6, 2015	All Day**
WorkLink WIB Votes to Approve Recommendation	April 8, 2015	1:00PM
Written Notification to Successful Bidders	April 13, 2015	
Contract Negotiations begin	May 4, 2015	
Compliance Documents due and Contracts Issued	June 30, 2015	
Program Year 2015 Contract Begins	July 1, 2015	

*All times denoted are in Eastern Standard Time.
**Times vary. Times will be scheduled with each bidder by March 30, 2015.

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 job seekers with resources to gain skills, credentials, employment, retention, and higher wages. The SC Works System is to be driven by employer needs.

The anticipated contract period is July 1, 2015 through June 30, 2016; 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 WorkLink WIB staff will schedule these presentations, if required. April 6, 2015 has been reserved for this purpose.

3. Price Not Determinative

The WorkLink Workforce Investment Board reserves the 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 14-WIOA-04, 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 Thursday, March 19, 2015. 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 beginning 3:00 PM, March 19, 2015 in the WorkLink Conference Room.
   c. Proposers will be notified regarding non-responsive applications and the proposer will be given until 9:00AM, March 23, 2015 to make appropriate corrections to the application. Notification will be sent to the contact person listed on the cover sheet. A valid email address is required for this notification.
   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 noon, March 23, 2015 in the WorkLink Conference Room. No further revisions will be accepted past 9:00AM March 23, 2015.

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 listed below are components required for a complete proposal:

- Proposal Checklist
- Proposal Cover Sheet
- Budget Forms with narratives
- Past Performance
- Organization Reference Form
- Conflict of Interest Form
- Proposal Rating Sheet

The contractor should follow the Proposal Checklist to put the proposal together.

Note: Failure to include all of the required components in the order of the proposal checklist will result in a reduced score or disqualification. WorkLink WIB will not advise a proposer (outside of preliminary review) 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 - 5 Points**

A. Executive Summary- A brief summary highlighting such details as the Proposer's **vision** of SC Works Center Operations. A snapshot of Target Customers and Outcomes for the SC Works Centers should be provided via a table or chart within this section. A detailed explanation should be given later in the proposal narrative.

B. Main Purpose - Similar to a **mission** statement and should also be a brief statement of what the proposer intends to accomplish as the Operator and/or the Program Manager 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 (such as, but not limited to: employers and job seekers). At a minimum, this should include the ranges of the numbers to be served based on target customer groups listed above, and projected levels of performance for each target group/category. Each goal should be quantifiable and should be based on reports and LMI available in the region. Sources should be cited on how this "goal" was set.

II. Experience, Capacity & Past Performance – 20 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 WIOA. Include specific data on outcomes achieved to demonstrate your ability to meet contractual performance standards for WIOA 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 number of staff (either in part or in whole), their job title, and their job duties to be funded under this proposal. Describe the range of activities to be performed by the SC Works Operator staff. A Job Title and Job Description must be provided for each WIOA 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 WIOA 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 WIOA funds. If identification of applicable employees cannot be made at this time, it should be so stated and all other required information should be included in the proposal or offer 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 WIOA 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 WIOA contract provider is to facilitate all area SC Works Partner Meetings. Describe your previous experience and involvement in this activity.
- The WIOA 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 WIOA 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 WIOA 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 WIOA funding.
   c. 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?

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, Execute MOUs, Resource Sharing and Cost Allocation Plans;
   c. Achieve One-Stop 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. Establish and ensure compliance with ADA laws; 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 WIOA 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 WIOA-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 WIOA Career and Training services to WorkLink job-seekers. A 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. 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 WIOA 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 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 WIOA required partners and how you propose to recruit additional partners as needed to address the identified needs of the target population.

14. 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.

15. Describe what data, metrics, reports, etc. the Proposer plans to use to reach target performance levels.

16. 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.

17. Describe how the Proposer will maintain and process current information on the WIOA 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.

Innovation

18. 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.

19. 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.

Subcontracts

20. 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. Outreach – 15 Points

A. Describe how you will conduct outreach in the WorkLink area, promoting both employer and jobseekers services. Give a timeline and detailed explanation of what methods would be used.
B. Describe how the Proposer will ensure that target customer groups in local communities are aware of the SC Works and WIOA services.
C. Describe what relationships, partnerships, and community group organizations are essential to your outreach plan.
D. Describe what innovative outreach methods will be used in the community to promote awareness of SC Works Center services.

V. Partnerships – 10 Points

A. Describe your organization's current level of partnership with each of the WIOA mandated partners in your local Workforce Investment Area. Discuss how the partnership results in an increased quality and quantity of services available to WIOA 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 WIOA. Discuss how the partnership results in an increased quality and quantity of services available to WIOA 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 WIOA mandated partners and non-WIOA mandated partners.

D. Describe instances, projects or collaborative relationships in which your organization has led or worked closely with one or more WIOA 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, 2015, and ending June 30, 2016. 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 a Program Budget Sheet (see example provided in 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. Clearly state in the narrative who will be the Operator for the Consortium.

C. All proposers must also complete and include an estimated annual organization budget (clearly delineating the total funds requested) as an attachment.

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.

*All line item amounts will be assumed to be cost reimbursement, unless otherwise noted clearly in the program narrative by the proposer that the line item is performance based/fixed price; a schedule for payment and SMART goals should be detailed in the program narrative for the line item.

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 WIOA. 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.

5. **Criteria for Earning Profit** – Under Cost Reimbursement contracts, 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. The proposer should propose criteria for profit and a schedule of payment as part of the budget narrative.

   Examples of criteria of profit include, but are not limited to:
   - # of Workshops and # of attendees
   - WorkKeys Certificates earned through referrals by the SC Works System
   - Outreach plan shows effective results – i.e. increased traffic to Centers
   - Actively promote employment success stories of WIA program participants
   - Quarterly demonstrate collaboration with the One Stop Operator and partners in promoting community relations

- Partner Collaboration- Each quarter, XX will provide at least five (5) instances per quarter of specific collaboration with community organizations to address the additional barriers of its participants- homeless, runaway, foster child, pregnant, parenting, offender, or needs additional assistance to complete an education program or to secure and hold employment.
- Others provided by Proposer

Please note that the RFP Committee priorities center on enrollments, number of individuals trained, credential outcomes, participants placed in employment, outreach, soft skills, and WorkKeys. WIOA priorities center on innovation, technological linkages, disability initiatives and collaborations (includes ADA and EO compliance), serving those with barriers to employment, career pathways, and being an employer-driven system.

In order to earn profit allotted in the grantee's budget, the grantee must provide track-able data and reports upon request in a manner that enables the LWIA to comply with requests and reporting requirements of SCDEW and USDOL and make timely payments to vendors and employers.

All criteria proposed must be Specific, Measurable, Achievable, Realistic and Timely (SMART goals). Profit margins shall not exceed ten percent (10%) of the Contract. Criteria for Profit will be reviewed and included in negotiating final contracts.

E. Describe your organization's financial resources to cover disallowed costs or program over expenditures.

F. WIOA funds are distributed through a process of drawdowns from DOL and then from the State to the ACOG. This process may be lengthy. How will your agency fiscally cover the time between expense and payment (typically 20 to 30 days)?

G. Do you have a federally approved indirect cost rate? If yes, please provide a copy of the approval. Please refer to 2 CFR 200 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 2 CFR 200.

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 Innovation and Opportunity Act, the applicant shall have a procurement system, which adequately provides, maximum, free, and open competition. To accomplish this, applicants must have a system which: 1) provides for full and open competition, 2) has written procedures for procurement transactions, and 3) has a code of ethical standards, which adequately provide for the avoidance of any conflict of interest.

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 WIOA-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** (both included in Form C – Budget forms) present a detailed cost and price analysis of the individual allowable cost by line item and cost objectives/categories, as contained in the Budget Summary. 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 WIOA project. One primary purpose of the Cost and Price Analysis Worksheets is to determine the proposer's projected cost and price in operating such WIOA project; therefore, it is imperative that each applicable line and/or blank be filled in completely. Where necessary, additional information must be attached as exhibit(s) to the extent that

the basis for all cost is clearly and fully identified. All pages of the Cost and Price Analysis Worksheets should be completed and attached (including blank pages) to the Budget Summary.

The **Client Flow** 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.

A budget worksheet and customer flow sheet have been provided for your use. However, the bidder may choose to use a different format for the budget summary and/or customer flow sheet. The bidder must ensure that all cost categories and line items in Form C - Budget Summary are reflected in the bidder's proposed budget format. Please review the Budget Summary worksheet provided as an attachment for this RFP for specific cost categories and line items. The final budget template or format will be approved or modified during budget negotiations.

The customer flow sheet may be modified as desired; however, a total yearly served goal should be clearly stated and defined. Benchmarks throughout the year may be set by the bidder; however, the total number negotiated with the WIB must be accomplished by June 30 of the contracted program year.

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 – 5 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? Are the goals and outcomes SMART (Specific, measurable, attainable, realistic, and timely.
- 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 - 20 Points

Points will be given based on the proposer's ability to demonstrate it has the resources and expertise to manage a federally-funded 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 are reasonable. 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 WIOA partners and non-WIOA 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 Operating SC Works Centers? Does the proposer include a current or proposed organizational chart and job descriptions for all budgeted staff? Does the proposer have a clear plan to utilize partner staff in delivery of services?
- 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?
- 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 management of an SC Works Center(s) (or equivalent) 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 WIOA 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;
  - Expends a minimum of 90% of their budget
  - 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 WIOA 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?
- Has the Proposer made adequate provisions in the proposal for carry over/continuation of services to job seekers and employers under WIOA?
- Does the Proposer recognize and have the capability to provide or arrange for job seekers, through a coordination of referrals with other public sector partners, community-based organizations, and private businesses appropriate career and training services or financial assistance?
- Does the proposer describe how they will utilize labor market information to drive the SC Works Center System? Is the approach appropriate, comprehensive, and in-depth?
- 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?
- 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 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?
- Doe the innovations proposed further WorkLink WIB's strategic plan or OneStop Certification?
- Are the innovative approaches described accompanied by research or supporting documentation?
- Does the Proposer have a successful track record and did they demonstrate their prior experience with career services delivery to target customer groups eligible for WIOA and other State and Federal employment and training programs?
- 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. Outreach - 15 Points

Points will be awarded based on the proposer's ability to demonstrate a reasonable, executable outreach plan for the SC Works Centers and workforce development services. The proposed outreach methods proposed within the application provide promising results based on sound research, demonstrated best practices, and appropriate funding.

- Does the proposed plan offer a comprehensive approach to providing outreach? Does it include a variety of methods (i.e. print, community involvement, social media, etc.)?
- Is the associated budget reasonable?
- Does the plan include all target customers? Does it include the hard to reach communities? Does it include Limited English populations, EO and ADA groups?
- Does the plan include innovative approaches to community outreach?

5. Partnerships - 10 Points

Points will be awarded to proposers demonstrating existing strong collaborative partnerships with both WIOA-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 excepted 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?
- Was Criteria for Profit easily understandable? Was the criteria proposed based on SMART goals (Specific, Measurable, Achievable, Realistic and Timely)? Were the goals quantified

and easily tracked? Was the schedule of payments clear and easily understood? Was the schedule of payments distributed reasonably across the program year?

- 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 Danny Brothers (c/o: Trent Acker, SC Works Clemson, 1376 Tiger Blvd, Suite 102, Clemson, SC 29631) to review to determine merit. In order for an appeal to be found to have merit, it must show that any substantial portion of the RFP process or a federal or state law was violated. Only appeals that cite the specific section(s) of the RFP or specific statutes that have been violated will be considered.

Appeals will not be accepted for any reasons other than those stated above. Appeals received after the established deadline will not be accepted. Appeals may not dispute a particular score or funding level received by the petitioning 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 and terms will be negotiated prior to execution of a grant. Criteria for Profit may apply.

Per 2 CFR 200 procurement guidance, WorkLink WIB has the option to extend a contract with a Service Provider pending the following caveats are met:

- The grant should not exceed 3 total years.
- The grantee must meet or exceed performance.
- The administrative entity and the grantee must negotiate each budget year.
- The administrative entity will issue performance measures each year after negotiate with the State.

These conditions may change pending further guidance from the State or from USDOL.

PART 10: ATTACHMENTS AND FORMS

WorkLink Attachments to RFP:

I. WorkLink 2009 Strategic Plan
II. SC OneStop Certification Standards
III. Memorandum of Understanding
IV. Activity Code Definitions
V. Functional Supervision
VI. 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

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

Request for Proposal
#14-WIOA-05

On-the-Job Training Coordination Services

Funded by:
Title I of the Workforce Innovation and Opportunity Act of 2014

Program Year 2015
(July 1, 2015 – June 30, 2016 with extension options)

Administered by:
WorkLink Workforce Investment Board
1376 Tiger Blvd, Suite 102
Clemson, SC 29631
(864) 646-1515 TTY 711
Worklink.scworks.org
Trent Acker, Executive Director

An Equal Opportunity Employer / Program

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PART 1: INTRODUCTION

A. Disclaimer

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014 by President Barrack Obama, will be implemented on July 1, 2015. Federal regulations are currently being drafted by the US Department of Labor and will not be finalized until 2016. This request for proposals, any bids submitted by proposers to this request, and any final contracts negotiated with the successful bidder(s) as a result of this proposal is subject to final laws and regulations and may be changed at any time in order to come into compliance with those laws and regulations.

Bidder's should note that WIOA changes the WorkLink Workforce Investment Board to a "Workforce Development Board," and changes the local "workforce investment area" into a "workforce development area" as of July 1, 2015. These terms may be interchangeable through the transition and through this procurement process.

Bidders are strongly encouraged to follow the Department of Labor's WIOA resource page for latest updates: www.doleta.gov/wioa.

Furthermore, as the WorkLink Workforce Investment Board continues to develop and refine its SC Works system, policies, procedures, or regulatory changes occur from time to time. Bidding organizations may be requested to modify program design or the delivery of services. Should a request for a change in the program design or service occur, staff of the Administrative Entity will assist bidding organizations or service providers in the redesign to ensure consistency with Board policy and regulatory requirements.

Any significant changes made to this request for proposals will be posted to the following website: http://www.worklinkweb.com/welcome/request-for-proposals.php.

B. Purpose

The WorkLink Workforce Investment Board (hereafter "WorkLink WIB"), serving Anderson, Oconee, and Pickens Counties, is seeking proposals from organizations to provide On-the-Job Training Coordination Services, authorized under the Workforce Innovation and Opportunity Act (hereafter "WIOA") of 2014.

All WIOA-funded services must be delivered in accordance with WIOA rules and regulations, guidance from US Department of Labor (hereafter "DOL"), 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 Innovation and Opportunity Act of 2014.

C. Contact Information

The sole point of contact for information on this program is:

Jennifer Kelly, Program Director
WorkLink Workforce Investment Board
1376 Tiger Blvd, Suite 102, Clemson, SC 29631
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 formed as a result of the Workforce Investment Act of 1998 and will continue under the Workforce Innovation and Opportunity Act (WIOA) of 2014. The County Council local elected officials (LEOs) and the WorkLink WIB work in partnership to set policy for the region and all eligible WIOA 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 seven (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 is working on a new five-year strategic plan and should be finalized just prior to the July 1, 2015 program year. When this plan is finalized, the bidder may view it on the WorkLink website.

3. **Board Structure** - The WorkLink WIB finalized a five-year strategic plan in the spring of 2009. 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.

    The WorkLink WIB created committees in order to best utilize areas of expertise among Board members in addressing the Strategic Plan of 2009. 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.
    - *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.

    WorkLink WIB is currently reviewing its committee structure in order to align committees with WIOA expectations and strategic plan outcomes, along with Board members with their 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.

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 Innovation and Opportunity 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
- Monitor and report on quality, performance, and cost effectiveness, through on-site visits, records review, evaluations, expenditure review, and other methods as needed

Outreach:

- Approve site location, facilities, and equipment that contribute to a quality center and customer satisfaction
- Approve outreach 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 WIOA 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 grants and contracts are entered into with the ACOG on behalf of the WorkLink WIB. 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.

6. Local Considerations

WorkLink WIB is in the process of becoming 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 Innovation and Opportunity Act. WorkLink is officially the WorkLink Workforce Investment Corporation, but may be interchangeable with WorkLink WIB. The successful bidder will be required to collaborate with these grants as needed.

WorkLink WIB transitioned its service delivery model in August 2013, and does not foresee any further changes to our service delivery model at this time. In the event that new SC Works Center locations are formed, the contractor must be willing to work with the WIB to arrange for additional service points and/or re-location of service points 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; deadlines are pending.

The Trade Adjustment Act will be undergoing transition over the next few months. All successful bidders will be required to follow DOL, State, and local guidance regarding co-enrollment of Trade eligible participants. Please note that there is a possibility that Trade participants may be required to co-enroll into WIOA programs. The successful bidder will be required to comply.

8. Federal Considerations

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014 by President Barrack Obama, will be implemented on July 1, 2015. Federal regulations are currently being drafted by the US Department of Labor and will not be finalized until 2016.

WorkLink Workforce Investment Board reserves the right to cancel or modify this request for proposal or the scope of funding of an approved WIOA program to any extent necessary to ensure compliance with state and/or federal guidelines. This may occur at any time prior to/or during implementation of the WIOA programs for PY2015 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.

On December 26, 2014, Department of Labor announced that the OMB Circulars had been revised. A-133, A-87, and A-122 were combined into one OMB circular. All WIA and WIOA funding will be subject to the new OMB circular, 2 CFR 200. The successful bidder will need to be familiar with the new OMB circular, and should reference TEGL 15-14, “Implementation of the New Uniform Guidance Regulations,” for further information.

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 Innovation and Opportunity Act of 2014 and Wagner-Peyser (among other program partners) is subject to this law.

B. **Workforce Landscape**

For labor market information for the WorkLink area, please visit the Labor Market Info section of the SC Works Online Services website: https://jobs.scworks.org/vosnet/Default.aspx. The local area of WorkLink consists of Anderson, Oconee, and Pickens Counties of South Carolina.

PART 3: WORKFORCE INNOVATION AND OPPORTUNITY ACT AT-A-GLANCE

A. **WIOA Guiding Principles**

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

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

B. **An Overview of the SC Works System**

The SC Works Center (also known as a One-Stop) system brings together a wide variety of Federal, State, and local program partners, integrates the provision of their services and provides a full-range of help to job seekers and employers, all under one roof.

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

- Employer services

Services are driven by business and focus on customer choice. There are two types of SC Works Centers: comprehensive and satellite. Comprehensive SC Works Centers provide access to all the services described here either on-site, or through referral. Satellite SC Works Centers have some, but not all of the services available. Access Points are unmanned kiosk computer terminals made available throughout the community for job seekers.

The WorkLink Region has designated SC Works Centers currently located at:

Comprehensive Center	SC Works Clemson at East Park 1376 Tiger Blvd. Suite 102 Clemson, SC 29631 Hours: 8:30 – 5:00 M thru F Phone: (864) 643-0071 (TTY 711)
Satellites	SC Works Anderson Anderson County QuickJobs Development Center Across from the Tri-County Technical College Anderson Campus 512 Michelin Blvd Anderson, SC 29625 Hours: 8:30 – 5:00 M thru F (864) 260-6780 (TTY 711)
	SC Works Easley Pickens County QuickJobs Development Center Next to the Tri-County Technical College Easley Campus 1774 Powdersville Rd. Easley, SC 29642 Hours: 8:30 – 5:00 M thru Th Phone: (864) 220-8990 (TTY 711)
	SC Works Seneca Oconee County QuickJobs Development Center Next to the Hamilton Career Center 104 Vocational Drive, Seneca, SC 29672 Hours: 8:30 – 5:00 M thru F Phone: (864) 646-1741 (TTY 711)
Access Points	Goodwill Industries Anderson Interfaith Ministries United Way of Anderson United Way of Pickens County United Way of Oconee County Pickens County Library System Oconee County Public Library System Anderson County Library System The Dream Center of Pickens Watkins Community Center

Other locations (comprehensive, satellites, 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. The contractor may also lead initiatives on designating Access Points and SC Works On-the-Go sites.

LWIB Role in relation to the SC Works System:

(1) develop and enter into the memorandum of understanding with one-stop partners;
(2) designate or certify one-stop operators; and
(3) conduct oversight with respect to the one-stop delivery system in the local area.

Partner Role in relation to the SC Works System:

(1) provide access to their respective program or activities through the one-stop delivery system, including making career service activities authorized by their programs available at the one-stop centers (and at any additional appropriate locations);
(2) use a portion of their funds available for their program and activities to maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers;
(3) enter into a local memorandum of understanding with the local board, relating to the operation of the one-stop system;
(4) participate in the operation of the one-stop system consistent with the terms of the memorandum of understanding, the requirements of this title, and the requirements of the Federal laws authorizing the program or activities; and
(5) provide representation on the State board.

C. **Title I-B WIOA Adult & Dislocated Worker Services**

The Adult and Dislocated Worker Programs, under Title I-B of the Workforce Innovation and Opportunity Act of 2014, 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

Career and training services are provided through the SC Works Centers.

Career Services are described as*:*

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

- Workforce and labor market employment statistics information, which includes job vacancy listings; job skills necessary for job openings; and information on local occupations in demand and the earnings, skill requirements, and opportunities for advancement within those career pathways; and
- Performance information and program cost information on eligible providers of training;
- Information, in formats that are usable by and understandable to one-stop center customers, regarding how the local area is performing on the local performance accountability measures;
- Information, in formats that are usable by and understandable to one-stop center customers, relating to the availability of supportive services or assistance, provided by partners;
- Referrals to supportive services or other needed assistance;
- Information and assistance regarding filing claims for unemployment compensation;
- Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs;
- Other services needed in order for an individual to obtain or retain employment, that consist of—
    - Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include—diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
    - Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives;
    - Group counseling;
    - Individual counseling;
    - Career planning;
    - Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training;
    - Internships and work experiences that are linked to careers;
    - Workforce preparation activities;
    - Financial literacy services;
    - Out-of-area job search assistance and relocation assistance; or
    - English language acquisition and integrated education and training programs; and
    - Follow-up services, including counseling regarding the workplace, for participants in Workforce Innovation and Opportunity Activities authorized under this subtitle who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

Eligibility determination guidelines are still pending final WIOA regulations. At this time, it is unclear if eligibility determination must occur before career services may be received. Therefore, unless otherwise denoted in the final WIOA regulations, the bidder should assume that

individuals receiving services under the bullet "Other Services needed" must first be determined eligible and enrolled into WIOA. The WIB will provide technical assistance upon final ruling.

Training Services are described as:

- Occupational skills training, including training for nontraditional employment;
- On-the-job training;
- Incumbent worker training (as authorized by the local Board and the SWIB);
- Programs that combine workplace training with related instruction, which may include cooperative education programs;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs;
- Job readiness training provided in combination with services outlined in 1 through 8 of this section;
- Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services described in any of clauses 1 through 7; and
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

All those that receive training services must be determined eligible for WIOA funding.

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 and WIOA funding is, in part, based on achieving Department of Labor's performance measures regarding employment and training.

With the transition between WIOA and WIOA occurring between PY14 and PY16, the proposer should take into account that for PY15 the successful bidder will be subject to the WIA common measures through June 30, 2016. Those measures are as follows:

- **Entered Employment** - To increase employment, as measured by entry into unsubsidized employment (1st quarter after exit);

- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (2nd and 3rd quarter after exit); and
- **Average Earnings** - To increase earnings received in unsubsidized employment (average of 2nd and 3rd quarter after exit).

However, the proposer will also need to take into account that WIOA performance measures (set to take effect on July 1, 2016) may be based on data regarding exiters from the WIOA program for the previous two years (beginning July 1, 2014), unless otherwise waived by DOL. The successful bidder will be responsible for the follow-up and performance measures data for both WIA and WIOA measures and should be prepared to track the data for both sets of measures.

The performance measures with noted changes are described below:

- **Employment** - To increase employment, as measured by entry into unsubsidized employment (2nd quarter after exit);
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (4th quarter after exit); and
- **Median Earnings** - To increase earnings received in unsubsidized employment (median of 2nd quarter wages after exit).
- **Credential Rate** – To increase credentials or diplomas obtained during or immediately after program exit.
    - *Definition:* Percentage of participants who obtain a recognized post-secondary credential or diploma during participation or within 1 year after program exit.
- **In-Program Skills Gain** – To increase the skills obtained through education leading to a credential or employment during the program year.
    - *Definition:* Percentage of participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real-time.
- **Employer Services** – To indicate effectiveness in serving employers.
    - Number and definitions are pending and will be effective July 1, 2016.

The successful bidder will be responsible for meeting all performance measures as laid out by DOL.

In the event that the State and/or the WorkLink WIB sets additional goals to indicate the success of the system or centers, the successful bidder will also be required to meet those goals and/or measures as well. The successful bidder will be responsible for all performance data regardless of provider. If requested (and in the event that there are multiple providers), data can be broken down by service provider.

4. WorkLink LWIOA PY2014 Performance Goals

Below are the performance measures given to WorkLink for PY14. Each local workforce board is responsible for negotiating these measures with the State. The performance measures listed below are provided as information and as a baseline for the purpose of this request for proposals.

	Entered Employment	Retention Rate	Average Earnings
Adult	69.1%	88.8%	$11,538
Dislocated Worker	76.4%	93.3%	$15,532

*These levels are subject to change with the implementation of WIOA and/or the PY'15 measurements.

In addition to these measures (and pending WIOA 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. The Contractor will be responsible for capturing all credentials and entering them into SCWOS as well as all In-program skills gains. The Contractor will be required to provide follow-up services to WIA and WIOA participants for all four quarters beginning July 1, 2015.

5. **Definition of Terms** – for definitions for any terms under this RFP, reference Section 1(b)3 of the Workforce and Innovation Opportunity Act of 2014. Further clarification can be requested as part of the Technical RFP Questions answered at the Proposer's Conference seen in Part 6 (D) of this RFP.

PART 4: SCOPE OF SERVICES AND OPERATIONS

The successful bidder shall develop, implement, and maintain a WIOA On-the-Job Training Coordination program. The Scope of Services required for the WIOA On-the-Job Training Coordination Services will include, but are not limited to:

A. On-the-Job Training Coordination Services

1. Outreach

The Contractor shall use all mandated brochures developed by the WIB or the State. The Contractor will be responsible for developing an outreach 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 On-the-Job Training Coordination program. All materials produced and published must be approved and shared with the WIB staff.

Program Management shall have a coordinated outreach plan in order to recruit employers for the OJT program. Program Management staff will be required to collaborate with the WIOA Adult/Dislocated Worker program to recruit and place WIOA eligible individuals in an OJT contract. 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 for the program 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.

Program management is to insure that case managers are aware and trained in how to serve those disabilities and those with a language barrier (Limited English Proficiency Plan), including services for individuals with a hearing impairment.

2. **Recruitment and Enrollment**

The OJT Contractor is (in part) responsible for the recruitment and referral of adult and dislocated worker participants to the WIOA program for OJT placement. Proposers must develop a detailed plan on how OJT interested job seekers will be referred to the WIOA Adult/Dislocated Worker Services program for eligibility and enrollment.

Target Populations

- Adults, 18 years and older;
- Dislocated workers; and
- Priority for career services requiring enrollment into WIOA and training services must be given to recipients of public assistance and other low-income individuals where adult funds are limited, and to those that are basic-skills deficient as defined by WIOA laws and regulations.
- 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 WIOA 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 the end of the program year. New goals will be established in the event that the contract with the successful bidder is extended.

The OJT Contractor is responsible for the recruitment, eligibility determination, and writing of contracts for Employers to receive OJT funds under WIOA.

3. Job Placement

The OJT Contractor is responsible for providing job leads, specific job development, and job matching to WIOA participants seeking OJT and employment.

4. Training Services

The Contractor is responsible for coordinating all On-the-Job Training contracts for participants in the WIOA program.

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

The adult or dislocated worker must:

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

Please note that the WIOA law states that the above *should not* be "construed to mean an individual is required to receive career services prior to receiving training services."

WIA participants transitioning from WIOA will not be required to go through another assessment process prior to entering training services.

WorkLink currently offers two types of training: On-the-Job and Classroom Training. Under this RFP the contractor will be responsible only for OJT.

i. On-the-Job Training

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

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

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 75%--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. <u>OJT Contract Minimum Standards</u>

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, 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 WIOA 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. Other allowable training activities under WIOA

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

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 WIOA funds. Identified supportive service needs must be documented in an assessment and incorporated into the IEP.

Adults and Dislocated Workers must be participating in WIOA Career and/or Training Service activities and cannot find assistance elsewhere.

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

6. Follow-Up Services

The OJT Contractor is responsible for assisting the WIOA Adult/DW program with follow-up services for those finishing the WIOA OJT program.

Adults and Dislocated Workers who have exited should receive follow-up services for a minimum of 12 months. The participant's exit date is the last date of a WIOA funded or partner service received (which excludes follow-up services). The goal for follow-up services is measure return on investment. The data collected is reported to DOL via SCWOS. All performance measures data must be entered in a timely manner.

i. Performance Measures

Effective follow-up services will help improve WIOA program performance. Participant follow-up activities should be designed to maximize the successful achievement of these measures.

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. In-program skills gains and credentials are the responsibility of the provider to track and capture in SCWOS. More detailed instructions will be made available to the Contractor as information becomes available.

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:

- On-the-Job Training Contract
- Progress reports, time and attendance if receiving WIOA funded training
- Supportive Service documentation
- Computer generated case notes (requiring customer signature)

All hard copy originals must be maintained in the master hard file held by the WIOA Adult/DW program staff.

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.

B. Deliverables

The Contractor will be required to provide the following deliverables:

1. At a minimum, meets all performance measures (WIOA measures, Business Plan, WIB goals, customer satisfaction, etc.)
2. Integrate WorkKeys into the WIOA program
3. Ongoing, executed Staff Development and Training plan for all OJT staff
4. At a minimum, meet negotiated contractor goals for WIOA OJT (i.e. expenditure levels, enrollments, training levels, etc.)
5. Ongoing participation in workforce development related community events and business and industry groups
6. Ongoing collaboration and information sharing with the WIB members, WIB staff, and Economic Development offices
7. Up-to-date and executed Outreach plan for the WIOA OJT program
8. Maximizes direct participant costs, minimizes salaries and overhead while maintaining quality services
9. Expends a minimum of 90% of their budget
10. Other goals that support the Scope of Work outlined in this RFP

C. Reports

Monthly and Quarterly Reports: Routine monthly and quarterly written programmatic reports shall be due by the tenth (10th) calendar day of the month following the month being reported on.

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 10th day of the following month. Financial Reports include:

- Monthly Request for Payment
- FSR-S form
- General Ledger Detail
- YTD Expenditure Reports
- Contract Obligations by Fund Stream
- ITA Obligations/Contracts (and encumbrances) by Fund Stream and by Program Year

PART 5: CONTRACTOR REQUIREMENTS (See Attachment VI, WIA Terms and Conditions)

The successful proposer awarded a grant should assume that WIA Terms and Conditions apply unless otherwise notified by the WorkLink WIB.

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 WIOA funds as a result of any contractual agreement resulting from this RFP. Such records shall reflect actual hours worked, annual and/or sick leave hours taken, personal days, and holiday hours taken per pay period. The record of hours worked or time sheet shall be signed by the employee and the employee's supervisor. The record or the time sheet must also reflect the time allocated to any and all WIOA projects, as well as any other non-WIOA projects.

B. Professional Development of WIOA Funded Staff

The Operator shall be required to support the continued professional development of its fully or partially WIOA funded staff through attendance at WIOA related professional development training opportunities and WIOA announced Service Provider meetings. Prior approval is required for training opportunities, travel, and incurred expenses outside of the local WIOA region.

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 Finance Director 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 who become operators will also be required to submit an Annual Financial Closeout Report to WIB Staff by August 10 (or the Friday before).

Program management 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 WIOA Management Information System.

4. *Audits*
In accordance with 2 CFR 200, Subpart F – Audit Requirements, 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 WIOA 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 their bank account number until they have been officially selected.

    Note: All compliance documents listed above are required to be submitted at the beginning of each new contract period. 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 WIOA file folder.

10. *Participant Files*
    Successful proposers who become program operators will be required to maintain WIOA participant files (either in a hard file or electronic file) as specified in any contractual agreement resulting from this RFP.

11. *Payments Made on Behalf of Participants*
    Participants may be eligible to receive supportive service payments and/or needs-based payments. 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-WIOA fund sources.

12. *Insurance for Participants*
    i. Classroom Training-The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIOA participants participating in training conducted in a typical classroom training environment.
    ii. Work Experience and Limited Internships-The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIOA participants while they are participating in training conducted in a typical work experience or limited internship mode (generally, training conducted on an employer's work site)

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 WIOA participant enrolled in tuition-based training concludes early.

14. *Type of Contract*

a. Fixed Price/Performance Based Proposals—Proposers submitting fixed price/performance based proposals must complete a line item budget and a proposed payment schedule. Failure to complete both may result in the application being declared non-responsive. The line item budget must show actual cost and must include profit when applicable. Profit is to be shown in the line item "Other Operating Expenses." All fixed price/performance based grants will be negotiated based on the Offeror's proposed performance levels.
b. Cost Reimbursement Based Proposals
c. Hybrid Contract – this budget must have an accompanying narrative that differentiates between the cost reimbursement items and the proposed performance based items. Performance based items should follow similar guidance provided below for Criteria for Profit.
d. Criteria for Earning Profit – Under Cost Reimbursement contracts, criteria for profit may be established by the LWIA and may be used to evaluate proposers request for payment of profit. In order to earn profit allotted in the grantee's budget, the grantee must provide track-able data and reports upon request in a manner that enables the LWIA to comply with requests and reporting requirements of SCDEW and USDOL and make timely payments to vendors and employers. All criteria proposed must be quantifiable, track-able (evidence can be produced), and reasonable. Profit margins shall not exceed ten percent (10%) of the Contract. Criteria for Profit will be reviewed and included in negotiating final contracts.

15. *Affirmative Action*

The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of those with a disability, and concerning the treatment of all employees, without regard to discrimination by reason of race, color, religion, sex, national origin, or physical disabilities as provided for in 20 CFR Part 667.275 of the Workforce Investment Act of 1998; Interim Final Rule and the administrative provisions of the Workforce Investment Act of 1998 as provided for in Section 188 of Public Law 105-220.

As a condition to the award of financial assistance under the Workforce Innovation and Opportunity Act from the Department of Labor, the contract application assures, with respect to the operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal employment opportunity provisions of the Workforce Investment Act of 1998, including the 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.

Although this section specifically references Workforce Investment Act laws and regulations, the bidder should assume that the same laws and rulings are in affect for the Workforce Innovation and Opportunity Act until otherwise notified.

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. 2 CFR 200 Uniform administrative requirements, cost principles, and audit requirements for federal awards
iv. 48 CFR Part 31 (applies to commercial organizations);
v. 29 CFR Part 95 which codifies OMB A-122;
vi. 29 CFR Part 97 which codifies OMB A-87;
vii. Section 504 of the Rehabilitation Act of 1973, as amended;
viii. Section 508 of the Rehabilitation Act of 1973, as amended;
ix. Age Discrimination Act of 1975, as amended;
x. Title IX of the Education Amendments of 1972, as amended;
xi. Section 167 of the Job Training Partnership Act, as amended;
xii. Section 188 of the Workforce Innovation and Opportunity Act of 1998;
xiii. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
xiv. Title VI of the Civil Rights Act of 1964, as amended;
xv. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
xvi. Equal Pay Act of 1963, as amended;
xvii. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA);
xviii. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
xix. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
xx. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
xxi. Executive Order 11478 Equal Employment Opportunity in the Federal Government.
xxii. ADA Amendments of 2008

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 LWIOA 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 eighty (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 LWIOA. 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.

To be eligible to receive funds made available to deliver WIOA On-the-Job Training Coordination Services, a proposer must meet the following:

1. Be a public, private, or nonprofit entity that has successfully provided On-the-Job Training services for a minimum of two years. ("Successfully" is defined for the purpose of this RFP as being able to demonstrate that the entity has been able to meet and/or exceed all WIA Adult and Dislocated Worker performance measures and has maintained fiscal integrity).
2. Discloses any potential conflicts of interest arising from the relationships of the program managers with particular training service providers or other service providers.
3. Does not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services.
4. Complies with Federal regulations, and procurement policies, relating to the calculation and use of profits.
5. Has the ability to fulfill Contract requirements, including the indemnification and insurance requirements.
6. Has the ability to maintain adequate files and records and meet reporting requirements.
7. Has the administrative and fiscal capacity to provide and manage the proposed services and to ensure an adequate audit trail.
8. Meets other presentation and participation requirements listed in this RFP.

C. Funding Available

Below is an estimated available amount of funds to be used for WIOA On-the-Job Training Coordination Program. WIOA allows for up to 100% transfer between Adult to Dislocated Worker funding. The Proposer may propose the desired funding split between Adults and DWs. Proposers should ensure that the grand total of their proposal not exceed the total amount below for the counties to be served.

Estimated Total Funding for WIOA On-the-Job Training Coordination services = $140,000

IMPORTANT NOTICE - Funding levels identified in this RFP are preliminary estimates and are used for planning purposes only. Total final contract amounts are subject to funding levels for PY15.

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 undesignated funds that may be awarded to the selected proposer upon evaluation of the proposer's plan of operation.

SC DEW has set the expectation that the local areas will spend at least 70% of the total available funds each program. Therefore, the contractor shall spend no less than 90% of their total budget each program year with the understanding that the 100% expenditure of the grant is the goal.

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 forty five (45) days.

Each proposer is to submit an original and eleven (11) 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 (March 19, 2015), 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 eleven (11) copies of the bound proposal to:

WorkLink Workforce Investment Board
Attn: Jennifer Kelly, Program Director
1376 Tiger Blvd, Suite 102
Clemson, SC 29631
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 #14-WIOA-05, March 19, 2015
On-the-Job Training Coordination

DUE DATE: **March 19, 2015, 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, February 19, 2015. A Proposers' Conference will be held Tuesday, February 24, 2015 at the Pendleton Library located at 650 South Mechanic Street, Pendleton, SC 29670 at 3:00pm for On-the-Job Coordination Services. All proposers are encouraged, but not required to attend. All questions submitted by February 19, 2015 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	February 5, 2015	
Deadline to submit Technical RFP Questions	February 19, 2015	5:00PM
Proposer's Conference and Questions Posted on WorkLink WIB Website	February 24, 2015	3:00PM
Deadline for Receipt of Formal Applications or Letter of Non-Reply due to WorkLink WIB	March 19, 2015	3:00PM
Formal Review Process of Applications Begins	March 23, 2015	12:00PM
Proposers' Presentations to RFP Committee	April 6, 2015	All Day**
WorkLink WIB Votes to Approve Recommendation	April 8, 2015	1:00PM
Written Notification to Successful Bidders	April 13, 2015	
Contract Negotiations begin	May 4, 2015	
Compliance Documents due and Contracts Issued	June 30, 2015	
Program Year 2015 Contract Begins	July 1, 2015	

*All times denoted are in Eastern Standard Time.
**Times vary. Times will be scheduled with each bidder by March 30, 2015.

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 skills, credentials, employment, retention, and higher wages. The SC Works System is to be driven by employer needs.

The anticipated contract period is July 1, 2015 through June 30, 2016; 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. April 6, 2015 has been reserved for this purpose.

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 14-WIOA-05, 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 Thursday, March 19, 2015. 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 beginning 3:00 PM, March 19, 2015 in the WorkLink Conference Room.
    c. Proposers will be notified regarding non-responsive applications and the proposer will be given until 9:00AM, March 23, 2015 to make appropriate corrections to the application. Notification will be sent to the contact person listed on the cover sheet. A valid email address is required for this notification.
    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 noon, March 23, 2015 in the WorkLink Conference Room. No further revisions will be accepted past 9:00AM March 23, 2015.

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 listed below are components required for a complete proposal:
    - Proposal Checklist
    - Proposal Cover Sheet
    - Budget Forms with narratives
    - Past Performance
    - Organization Reference Form
    - Conflict of Interest Form
    - Proposal Rating Sheet

    The contractor should follow the Proposal Checklist to put the proposal together.

    Note: Failure to include all of the required components in the order of the proposal checklist will result in a reduced score or disqualification. WorkLink WIB will not advise a proposer (outside of preliminary review) 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 - 5 Points**

A. Executive Summary- A brief summary highlighting such details as the Proposer's **vision** of SC Works Center Operations and the basic program approach for On-the-Job Training Coordination. A snapshot of Target Customers and Outcomes for OJT should be provided via a table or chart within this section. A detailed explanation should be given later in the proposal narrative.

B. Main Purpose - Similar to a **mission** statement and should also be a brief statement of what the proposer intends to accomplish as the Program Manager 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 (such as, but not limited to: employers and job seekers). At a minimum, this should include the ranges of the numbers to be served based on target customer groups listed above, and projected levels of performance for each target group/category. Each goal should be quantifiable and should be based on reports and LMI available in the region. Sources should be cited on how this "goal" was set.

II. Experience, Capacity & Past Performance – 20 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 manage, administer and operate a Workforce Development program under WIOA. Include specific data on outcomes achieved to demonstrate your ability to meet contractual performance standards for WIOA 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 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 number of staff (either in part or in whole), their job title, and their job duties to be funded under this proposal. Describe the range of activities to be performed by the WIOA-funded OJT program staff. A Job Title and Job Description must be provided for each WIOA 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 WIOA 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 WIOA funds. If identification of applicable employees

cannot be made at this time, it should be so stated and all other required information should be included in the proposal or offer 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 WIOA 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 and the community employers?
- How will you meet the accessibility needs of the customers in the WIOA program?
- 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?
- 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 WIOA 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 WIOA 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 WIOA funding.

c. Describe cost accounting for service delivery to carry-over OJT contracts. Proposers, who are not currently serving as a WorkLink WIOA contractor, will be required to assume responsibility for the WIOA OJT contract remaining balances of the prior contractor, who did not receive a new award to provide continued service to those employers and 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 the WIOA OJT Contract Coordination 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:

On-the-Job Training Coordination

1. Describe the Proposer's process for referring OJT interested job seekers to the WIOA Adult/DW program:
   - 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?

2. How will you assure sustained accuracy of the information that the Proposer plans to provide?

3. Discuss methods, format and content of job-readiness services that the OJT Coordinator will participate in as part of preparing WIOA participants to be placed on OJT contracts, such as career planning assistance, mock interviews, job clubs, motivational training, job coaching, and job retention skills.

4. Describe your plan to deliver On-the-Job Training Coordination Services. Include Work Experience, if you plan to utilize this intensive service.

5. Describe service level numbers, contract goals (including total number, number successful/unsuccessful, and budget amount).

6. 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?

7. Describe your job development and placement approach for WIA participants.

8. Describe how the Proposer make an effort to allocate minimum number of OJT contracts for each county in the service area?

9. Describe WIOA participant flow through the OJT 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 WIOA process. Explain how you arrived at the proposed customer flow.

10. Describe the communication tools you will use to let the community and the WIOA program case managers know about open OJT contracts.

11. Describe how you will integrate WorkKeys into the OJT program.

12. Describe how you will utilize reverse referrals from employers. Describe how you will develop OJT contracts with companies for those WIOA participants that are not reverse referrals.

13. Describe your organization's current level of partnership with each of the WIOA mandated partners in your local Workforce Investment Area. Discuss how the partnership results in successful placements into the OJT program.

14. Workforce Development is about preparing the workforce to meet Employer needs. Describe how you will insure that participants are being prepared to meet employer needs.

15. The staff funded under the OJT program is an automatic member of the Business Services Team. Describe how the OJT program staff will be involved in promoting and participating in the Business Service team.

Subcontracts

16. 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 instances, projects or collaborative relationships in which your organization has led or worked closely with one or more WIOA 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.

B. 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.

C. 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. Outreach – 20 Points

A. Describe how you will conduct outreach in the WorkLink area, promoting WIOA OJT services. Give a timeline and detailed explanation of what methods would be used.
B. Describe how you will ensure that target customer groups are aware of WIOA OJT services. Include hard-to-reach communities and employer groups.

C. Describe what relationships, partnerships, and community/group organizations are essential to your outreach plan.

VI. Budget -25 Points

A. The WorkLink WIB will enter into contracts for services beginning July 1, 2015, and ending June 30, 2016. 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 a Program Budget Sheet (see example provided in 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.

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.

   *All line item amounts will be assumed to be cost reimbursement, unless otherwise noted clearly in the program narrative by the proposer that the line item is performance based/fixed price; a schedule for payment and SMART goals should be detailed in the program narrative for the line item.

   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 WIOA. 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.

5. **Criteria for Earning Profit** – Under Cost Reimbursement contracts, 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. The proposer should propose criteria for profit and a schedule of payment as part of the budget narrative.

   Examples of criteria of profit include, but are not limited to:
   - Actively promote employment success stories of WIOA program participants
   - Number of Enrollments, Number OJT Contracts written, Number of OJT Contracts successfully concluded, and Placements in employment.
   - Number of individuals that completed Soft Skills training.
   - Number of referrals to the WIOA program for OJT
   - Implementation of best practices from outside the region
   - Partner Collaboration- Each quarter, XX will provide at least five (5) instances per quarter of specific collaboration with community organizations to address the additional barriers of its participants- homeless, runaway, foster child, pregnant, parenting, offender, or needs additional assistance to complete an education program or to secure and hold employment.
   - Number of WorkKeys certificates earned.
   - Others proposed by Proposer

   Please note that the RFP Committee priorities center on enrollments, number of individuals trained, successful OJT contract outcomes, participants placed in employment, outreach, soft skills, and WorkKeys. WIOA priorities center on innovation, technological linkages,

disability initiatives and collaborations (includes ADA and EO compliance), serving those with barriers to employment, career pathways, and being an employer-driven system.

In order to earn profit allotted in the grantee's budget, the grantee must provide track-able data and reports upon request in a manner that enables the LWIA to comply with requests and reporting requirements of SCDEW and USDOL and make timely payments to vendors and employers.

All criteria proposed must be Specific, Measurable, Achievable, Realistic and Timely (SMART goals). Profit margins shall not exceed ten percent (10%) of the Contract. Criteria for Profit will be reviewed and included in negotiating final contracts.

E. Describe your organization's financial resources to cover disallowed costs or program over expenditures.

F. WIOA funds are distributed through a process of drawdowns from DOL and then from the State to the ACOG. This process may be lengthy. How will your agency fiscally cover the time between expense and payment (typically 20 to 30 days)?

G. Do you have a federally approved indirect cost rate? If yes, please provide a copy of the approval. Please refer to 2 CFR 200 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 2 CFR 200.

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 Innovation and Opportunity Act, the applicant shall have a procurement system, which adequately provides, maximum, free, and open competition. To accomplish this, applicants must have a system which: 1) provides for full and open competition, 2) has written procedures for procurement transactions, and 3) has a code of ethical standards, which adequately provide for the avoidance of any conflict of interest.

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 WIOA-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 WIOA project. One primary purpose of the Cost and Price Analysis Worksheets is to determine the proposer's projected cost and price in operating such WIOA project; therefore, it is imperative that each applicable line and/or blank be filled in completely. Where necessary, additional information must be attached as exhibit(s) to the extent that the basis for all cost is clearly and fully identified. All pages of the Cost and Price Analysis Worksheets should be completed and attached (including blank pages) to the Budget Summary.

The **Client Flow** 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.

A budget worksheet and customer flow sheet have been provided for your use. However, the bidder may choose to use a different format for the budget summary and/or customer flow sheet. The bidder must ensure that all cost categories and line items are reflected in the bidder's proposed budget format. Please review the Budget Summary worksheet provided as an attachment for this RFP for specific cost categories and line items. The final budget template or format will be approved or modified during budget negotiations.

The customer flow sheet may be modified as desired; however, a total yearly served goal should be clearly stated and defined. The following should be summarized: total anticipated on-the-job training contracts, anticipated number of successful versus unsuccessful contracts. Benchmarks throughout the year may be set by the bidder; however, the total number negotiated with the WIB must be accomplished by June 30 of the contracted program year.

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 – 5 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 OJT 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, including On-the-Job Training.
- 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 - 20 Points

Points will be given based on the proposer's ability to demonstrate it has the resources and expertise to manage a federally on-the-job training 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 OJT 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 WIOA partners and non-WIOA 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 On-the-Job Training Coordination staff/teams?
- Does the proposer include a current organizational chart and job descriptions of all budgeted positions to be assigned to the OJT Coordination program? 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?

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.

- Does the proposer describe their plan or vision on how they will effectively carry out implementation of the WIOA OJT 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 OJT (and supporting, related WIOA) services? 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 OJT program by previous contractors?
- Does the proposer describe their approach to delivering to On-the-Job Training Services? Is the plan and proposed referrals numbers appropriate?
- Does the proposer describe how they can complement the WIOA program participant services by assisting with preparing OJT candidates for placement on OJT contracts?
- Are soft skills addressed with a comprehensive plan that includes job retention strategies?
- Does the proposer describe how they will integrate WorkKeys into the WIOA program?

- 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 OJT delivery to target customer groups eligible for WIA and other State and Federal employment and training programs?
- Did the proposer demonstrate their success by offering evidence such as: USDOL Common Standards reports, State WIOA and Local WIB reports on Proposer's performance, and customer satisfaction correspondence – both job seekers and employers?
- Did the Proposer identify how they will provide follow-up services to those OJT participants that have exited out of the WIOA program?
- 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?
- 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?
- Does the innovations proposed further WorkLink WIB's strategic plan or OneStop Certification?
- Are the innovative approaches described accompanied by research or supporting documentation?

5. Outreach - 20 Points

Points will be awarded based on the proposer's ability to demonstrate a reasonable, executable outreach plan for OJT services. The proposed outreach methods proposed within the application

provide promising results based on sound research, demonstrated best practices, and appropriate funding.

- Does the proposed plan offer a comprehensive approach to providing outreach? Does it include a variety of methods (i.e. print, community involvement, social media, etc.)?
- Is the associated budget reasonable?
- Does the plan include all target customers? Does it include the hard to reach communities? Does it include Limited English populations, EO and ADA groups?
- Does the plan present innovative approaches to outreach?

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?
- Are the budget line item totals appropriately divided by staff and overhead costs versus direct participant benefits (i.e. training, supportive services)?

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 Danny Brothers (c/o: Trent Acker, SC Works Clemson, 1376 Tiger Blvd, Suite 102, Clemson, SC 29631) to review to determine merit. In order for an appeal to be found to have merit, it must show that any substantial portion of the RFP process or a federal or state law was violated. Only appeals that cite the specific section(s) of the RFP or specific statutes that have been violated will be considered.

Appeals will not be accepted for any reasons other than those stated above. Appeals received after the established deadline will not be accepted. Appeals may not dispute a particular score or funding level received by the petitioning 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 and terms will be negotiated prior to execution of a grant. Criteria for Profit may apply.

Per 2 CFR 200 procurement guidance, WorkLink WIB has the option to extend a contract with a Service Provider pending the following caveats are met:

- The grant should not exceed 3 total years.
- The grantee must meet or exceed performance.
- The administrative entity and the grantee must negotiate each budget year.
- The administrative entity will issue performance measures each year after negotiate with the State.

These conditions may change pending further guidance from the State or from USDOL.

PART 10: ATTACHMENTS AND FORMS

WorkLink Information and Attachments to RFP:

I. WorkLink 2009 Strategic Plan

II. SC OneStop Certification Standards
III. Memorandum of Understanding
IV. Activity Code Definitions
V. Functional Supervision
VI. 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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ISSUANCE DATE: **February 13, 2015**

REQUEST FOR QUOTE: **14-WIOA-06**

SUBMITTAL DEADLINE: **March 18 2015, 2:00 p.m.**

TITLE: **Workforce Innovation and Opportunity Act - Youth**

REQUEST: The WorkLink Workforce Investment Board (effective July 1, 2015 under the Workforce Innovation and Opportunity Act referred to as the WorkLink Workforce Development Board), serving Anderson, Oconee, and Pickens Counties will issue one Request for Proposal (RFP) by February 13, 2015. The purpose of the Request for Proposal is to competitively procure innovative In-School and Out-of-School Youth Employment and Training Services. The Youth Program will focus on youth that are most in need under the provisions of the Workforce Innovation and Opportunity Act (WIOA).

You are invited to submit a Proposal in accordance with the requirements of the solicitation contained herein.

It is requested that your Proposal be submitted to the WorkLink Workforce Investment Board Office by 2:00 p.m., March 18, 2015.

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 Proposal, to negotiate with all qualified bidders, or to cancel in part of in whole this Request if it is in the best interest of the Workforce Innovation and Opportunity Act to do so.

Trent Acker, Executive Director
WorkLink Workforce Investment Board

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BACKGROUND AND GENERAL INFORMATION

Introduction/Purpose

The WorkLink Workforce Investment Board (hereafter "WorkLink WIB"), (effective July 1, 2015 under Workforce Innovation and Opportunity Act will be referred to as WorkLink Workforce Development Board), serving Anderson, Oconee, and Pickens Counties will issue this Request for Proposal (RFP). The Request for Proposal is to competitively procure for our Local Workforce Investment Area innovative In-School (age 18-21) and Out-of-School (age 17-24) Youth Employment and Training Services. The youth program will focus on youth that are most in need and operate youth services under the provision and in accordance with Workforce Innovation and Opportunity Act (WIOA) regulations and the State of South Carolina (hereafter "the State") mandates on behalf of the Local Workforce Investment Area (hereafter "LWIA"). Effective July 1, 2015 under WIOA, Local Workforce Investment Area will be referred to as Local Workforce Development Area. The South Carolina Appalachian Council of Governments (ACOG), through South Carolina Department of Employment and Workforce (SCDEW), is the designated entity that will be administering the Workforce Innovation and Opportunity Act (WIOA) funds on behalf of the WorkLink 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.

President Barack Obama signed the **Workforce Innovation and Opportunity Act (WIOA)** into law on July 22, 2014. Workforce Innovation and Opportunity Act is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. The enactment of WIOA provides opportunity for reforms to ensure the American Job Center system is job-driven, responding to the needs of employers and preparing workers for jobs that are available now and in the future. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. In general, the Act takes effect on July 1, 2015, the first full program year after enactment, unless otherwise noted. The U.S. Department of Labor (DOL) will issue further guidance on the timeframes for implementation of these changes and proposed regulations reflecting the changes in WIOA soon after enactment. **The U.S. Department of Labor (DOL) has a website for the latest on WIOA regulations: www.doleta.gov/WIOA.**

In the WorkLink Area (Anderson, Oconee and Pickens Counties, SC), the WorkLink WIB and the Appalachian Council of Governments envision a system that meets the needs of residents and businesses alike. The vision of the WorkLink WIB is to have a fully-employed, skilled workforce in Anderson, Oconee, and Pickens counties, South Carolina. The vision of the WorkLink Youth Council is to have youth, educated and

prepared for self sufficiency in work and life. The mission of the WorkLink Youth Council is to facilitate collaboration and the delivery of services for youth, leading to educational, workplace, and personal success.

Any public, private non-profit, or private for-profit organization may submit applications in response to this solicitation.

The time frame for this request for proposals is July 1, 2015 to June 30, 2016 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 Request for Proposal if it appears to be in the best interest of the Workforce Innovation and Opportunity Act and is agreeable with the grantee. The extension may be less than, but shall not exceed three (3) total years. Similarly, the number of participants served and/or associated costs may be increased or decreased accordingly at any time during a grant period if agreeable with the grantee or necessitated by changes in fund allocation or fund availability. Past year's performance measures (must meet or exceed) will be a critical consideration germane to any decision to extend a contract/grant. Negotiation must occur each budget year and performance year. When the contracting parties are unable to agree on the terms and conditions for extending a contract/grant, the alternative will be to terminate the existing contract/grant. These conditions may change pending further guidance from the State or from USDOL.

If it becomes necessary to revise any part of the Request for Proposal, all such revisions will be provided in writing to all proposers or offerors. **Verbal comments or discussion relative to this solicitation will not add, subtract, or modify any written provisions contained herein. Any alteration must be in the form of a written revision to all proposers or offerors.**

Disclaimer: WorkLink Workforce Investment Board may request modification of program design or the delivery of services due to pending WIOA Draft Regulations and Final Regulations, changes in Terms and Conditions, Training and Employment Guidance Letter (TEGL), Code of Federal Regulations (CFR), Polices, Procedures, etc. Should a request for a change occur, bidding organizations or service providers must allow for any changes to be made to the program design, delivery services, or any other area identified by legislation, DOL or State guidance, and/or LWIB/Youth Council direction. Staff of Administrative Entity will assist bidding organizations or service providers in the redesign to ensure consistency and compliance with WIOA regulations and requirements, DOL, State, LWIB, and Youth Council /Committee policy.

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 **$600,000.00 (up to 20% of youth funds may be utilized for the option to serve eligible in-school youth classified as senior status, low income, most in need, and meet WIOA definition of a youth barrier).**

Priority: At least 20 percent of the funds allocated to the local area shall be used to provide youth participants with paid and unpaid work experience activities identified on **P. 6 - 7 (C) (i-iv) listed under Required Program Elements for Youth Participants.**

WIOA Youth Program Description

Basic Youth Participant 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.

Out-of-School Youth:

1. Not attending any school (as defined by State law)
2. An individual 16-24 years of age (the WorkLink Youth Council's focus will be age 17-24 at time of enrollment)
3. Reside in Anderson, Oconee, or Pickens Counties, **and**
4. Is an individual who has one or more of the following barriers:
    a. A school dropout
    b. A youth who is within the age within the compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
    c. A recipient or secondary school diploma who is a low-income individual and is-
        i. Basic skills deficient; or
        ii. An English language learner
    d. An individual who is subject to the juvenile or adult justice system
    e. A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the Social Security Act, or an out-of-home placement.
    f. An individual who is pregnant or parenting
    g. A youth who is an individual with a disability

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

5. Authorized to work in the United States (I-9)
6. Registered for selective service (applies to males 18 and older)

In-School Youth:

1. Attending any school (as defined by State law)
2. An individual 14-21 years of age (the WorkLink Youth Council's focus will be age 18-21 at time of enrollment)
3. A low-income individual
4. Reside in Anderson, Oconee, or Pickens Counties, **and**
5. Is an individual who has one or more of the following barriers:
    a. Basic skills deficient
    b. An English language learner
    c. An offender
    d. A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the Social Security Act, or an out-of-home placement.
    e. An individual who is pregnant or parenting
    f. A youth who is an individual with a disability
    g. An individual who requires additional assistance to complete an educational program or to secure or hold employment.
    h. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant (youth 17-24) in need of work-readiness skills to include soft skills, life skills, occupational skills, and lack of work experience?
6. Authorized to work in the United States (I-9)
7. Registered for selective service (applies to males 18 and older)

Note that the term "low income", used with respect to an individual, also includes youth living in a high poverty area.

Required Program Elements for Youth Participants

Funds allocated to a local area for eligible youth shall be used to carry out for eligible youth, programs that provide:

- **Eligibility**-Under WIOA all youth participants must meet eligibility criteria. The youth participant must be certified and determined eligible for any WIOA funded program elements. Certification must be complete prior to enrollment.

- **Objective Assessment**- Each participant shall be provided with an objective assessment of his/her academic levels, skill levels, employment skills, prior work experience, employability, and service needs of each participant at the time of enrollment into WIOA activities. Standardized assessment tests will be used for assessment of basic skills, career interests and aptitudes (including interests and aptitudes for nontraditional jobs), and work readiness needs. Reasonable accommodations for individuals with disabilities and/or special needs will be provided to allow for participation in the assessment process. The service provider may assess supportive service needs and developmental needs of participants for the purpose of identifying appropriate services and career.

- **Individual Service Strategy (ISS)**- Develop an individualized service strategies (ISS) with each youth participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information and that are directly linked to one (1) or more of the WIOA performance outcomes (see Performance Expectations P. 16). The ISS must be documented in the SCWOS System in a timely manner. The ISS will be developed **with** the participant. The ISS shall identify career pathways that include the participant's educational and employment goals (including in appropriate circumstances, nontraditional employment), appropriate services for the participant taking into account the objective assessment described above. The ISS is a plan that should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur. Funds allocated to a local area for eligible youth shall be used to carry out, for eligible youth programs that:

    a. Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;
    b. Preparation for postsecondary educational and training opportunities;
    c. Strong linkages between academic instruction, academic content, and occupational education that lead to the attainment of recognized postsecondary credentials;

d. Preparation for unsubsidized employment opportunities, in appropriate cases; and
e. Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets;

- **Applicants Not Meeting Enrollment Requirements/Referral**-Each eligible provider of a program of youth workforce investment activities shall ensure that an eligible applicant who does not meet the enrollment requirements of the particular program or who cannot be served shall be referred for further assessment, as necessary. A referral to appropriate training and educational programs that have the capacity to serve the participant either on a sequential or concurrent basis to meet the basic skills and training needs of the applicant. The referral(s) must be noted in the participant's file and followed up on.

- **Supportive Services**-Supportive services needs are those necessary to assist participants to be successful in achieving their goals. This may include transportation, childcare, dependent care, work-related tools and clothing, housing, etc. To the extent possible, programs should address supportive service needs through leveraging existing resources and other partnerships before expending WIOA funds. (20 CFR 664.440). Supportive services needs should align with the ISS plan goal(s).

Additional Youth Program Elements-The Workforce Innovation and Opportunity Act Section129 (c) (2) requires that the following youth program elements are available for youth in their local area. However a local program is not required to provide all additional youth elements to every participant. Local youth program operators must determine what youth program elements will be provided to each youth participant based on the participant's objective assessment and individualized service strategy (ISS). We envision that each youth will participate in more than one of the youth program elements required as part of any local youth program and all youth will receive twelve (12) months of follow-up services. In order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants, the key program components described above shall include youth program elements consisting of:

(A) Tutoring, study skills training, instruction, and evidence based drop-out prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
(B) Alternative secondary school services, or dropout recovery services, as appropriate;
(C) Paid and unpaid work experiences that have as a component academic and occupational education, which may include:

i. Summer employment opportunities and other employment opportunities available throughout the school year;
ii. Pre-apprenticeship programs;
iii. Internships and job shadowing; and
iv. On-The-Job training opportunities;

(D) Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area ;
(E) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
(F) Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
(G) Supportive services;
(H) Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
(I) Follow-up services for not less than 12 months after the completion of participation, as appropriate;
(J) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
(K) Financial literacy education;
(L) Entrepreneurial skills training;
(M) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
(N) Activities that help youth prepare for and transition to postsecondary education and training.

General Definitions

It will be the responsibility of the proposers or offerors to have a working knowledge of the WIOA Act and Regulations and Training and Employment Guidance Letter (TEGL). The U.S. Department of Labor (DOL) has a website for the latest on WIOA Regulations: www.doleta.gov/WIOA

https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf

Act - The Workforce Innovation and Opportunity Act (WIOA) of 2014 amends the Workforce Investment Act of 1998.

Administrative Entity – The entity (South Carolina Appalachian Council of Governments) designated by the three County Council Chairs to administer the Workforce Innovation and Opportunity Act Plan for the Counties of Anderson, Oconee, and Pickens in South Carolina.

Agreement - A grant agreement, which includes the WIA Terms and Conditions (revised 6/16/2010), between the Awarding Entity and the Grantees/Recipients or between the Grantees/Recipients and Sub-Grantees/Sub-recipients.
Disclaimer: WIA Terms and Conditions may be replaced by regulations and policies pertinent to WIOA of 2014 on or after July 1, 2015.

Basic Skills Deficient – Is defined by as an individual, that English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or unable to compute or solving problems, at a level necessary to function on the job, in the individual's family, or in society.

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

a) which increases the usefulness, productivity, or serviceable life of an existing building, structure or major item of equipment;
b) which is classified for accounting purposes as a "fixed asset"; and
c) the cost of which increases the recorded value of the existing building, structure or major item of equipment and is subject to depreciation.

Career Pathway – A combination of rigorous and high-quality education, training, and other services that aligns with the skill needs of industries in the economy of the State or regional economy involved. Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the "National Apprenticeship Act". To include counseling to support an individual in achieving the individual's education and career goal; as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster. Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable; enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one (1) recognized postsecondary credential; and helps an individual enter or advance within a specific occupation or occupational cluster.

Career Planning - The provision of a client-centered approach in the delivery of services designed to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and to provide job, education, and career counseling, as appropriate during program participation and after job placement

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

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

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

In-School - An eligible youth who is attending school (as defined by State law), a low income individual and meet one or more youth barrier defined under WIOA Act Section 129(a) (1) (C).

Local Workforce Investment Areas (LWIA) - The county or counties designated by the Governor to administer the Workforce Innovation and Opportunity Act in a designated area. Effective July 1, 2015 under WIOA, Local Workforce Investment Area will be referred to as Local Workforce Development Area.

Out-of-School - An eligible youth who is a school dropout, or within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, a recipient of a secondary school diploma or its recognized equivalent, a low income individual, basic skills deficient or an English language learner, and meet one or more youth barrier defined under WIOA Act Section 129(a) (1) (B).

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

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

SCWOS - South Carolina Works Online Services - The Management Information System which captures participant demographic, economic and personal characteristics, services received and outcomes and the eligibility requirements for the various funding sources.

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

Sub-recipient or Sub-grantee – The legal entity to which a sub-grant is awarded and which is accountable to the recipient or direct grantee for the use of the funds provided.

TEGL- Training and Employment Guidance Letter; issued by U S Department of Labor (USDOL). http://wdr.doleta.gov/directives

TEN - Training and Employment Notice; issued by USDOL. http://wdr.doleta.gov/directives

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

Wagner-Peyser - The federal legislation to provide for the establishment of a national employment system of a public labor exchange.

Work Experience - 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. Under WIOA, Youth Council will become Youth Committee.

Key Events and Dates

Proposed timeline:

1.	Contract/Grant Application Issued/Released	February 13, 2015
2.	Bidder's Conference	March 6, 2015
3.	Deadline for Receipt of Formal applications by WorkLink Workforce Investment Board	March 18, 2015
4.	Formal Review Process of Application Begins	March 20, 2015
5.	Written Notification to Successful Bidders	April 10, 2015
6.	Contract/Grant Negotiation Begins	April 14, 2015
7.	Contract/Grant Issued	June 15, 2015
8.	Program Year 2015 Contract Begins	July 1, 2015

SCOPE OF SERVICES

The proposer or offeror agree to enroll and serve eligible out-of-school youth age 17-24 as emphasized by the LWIA, with the option to serve in-school youth age 18-21, classified as seniors in high school, with a WIOA defined youth barrier (most in need). Eligible youth participants must reside in Anderson, Oconee, and Pickens counties funded under Workforce Innovation and Opportunity Act (WIOA) Title I youth program. Proposer or offeror must be capable and able to offer: Services strategies that include labor market information, career interest, career pathways that will include educational and employment goals, strong linkages between academic instruction and occupational education, effective connections to employers in in-demand industry sectors and occupations, emphasis on the youth with disabilities, work readiness preparation, soft skills, and meaningful work experience to WIOA youth participants in all three counties. Proposer or offeror must have the capability to make available to all participants the youth program elements, to meet enrollment goals, to meet or exceed federally required youth performance measures, and to make a priority of spending at least 20 percent of the funds allocated to the local area to provide youth participants with paid and unpaid work experience and activities listed under the work experience program element.

Proposer or offeror must be capable and able to provide services and training to WIOA youth participants according to the WIOA Act of 2014 Regulations in all three counties. Proposers or offeror will be accountable to the WorkLink Workforce Investment Board and Youth Council.

It will be the responsibility of the proposer or offeror to have a working knowledge of the WIOA Act of 2014 Regulations and Training and Employment Guidance Letter (TEGL). **The U.S. Department of Labor (DOL) has a website for the latest on WIOA regulations: www.doleta.gov/WIOA**

Program Design Requirements

Successful proposer or offeror who become program operator for youth program activities must be able to accomplish and implement the following program design requirements:

Case Management

Case Management must be provided to ensure all youth are successful. Case Management is a participant-centered, goal-oriented approach to the delivery of services designed to coordinate comprehensive educational, employment, and career pathway goals and plans to ensure that participants have access to necessary training and support services.

1. **Participant Recruitment and Screening**. Responsible for recruitment and screening applicants for eligibility and suitability to participate in the applicable activity and/or service under the provisions of the WIOA and any contractual agreements resulting from this RFP. Proposer or offeror must develop/outline a detailed recruitment plan including outreach activities to recruit eligible youth in accordance with the youth eligibility requirements.

2. **Participant Referral**. Refer screened applicants to appropriate 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. Proposal must demonstrate/outline in detail how the youth service provider will coordinate with other community agencies that are equipped to handle those referrals for ineligible youth that do not meet the WIOA youth eligibility requirements. **See Applicant Not Meeting Enrollment Requirements/Referral under Youth Program Design.**

3. **Participant Orientation**. Provide all youth with a WIOA program orientation regarding the full array of applicable or appropriate services that are available through WIOA Title I youth programs and all services that are available through the SC Works Workforce Center prior to providing services. Documentation of the orientation must be filed and maintained in the participant's official WIOA file folder. Orientation will include youth completing a Participant Rights Handout and being advised of their rights and responsibility and appeal process under the WIOA program.

4. **Objective Assessment**. Each participant shall be provided with an objective assessment of his/her academic levels, skill levels, employment skills, prior work experience, employability, and service needs of each participant at the time of enrollment into WIOA activities. Standardized assessment tests will be used for assessment of basic skills, career interests and aptitudes (including interests and aptitudes for nontraditional jobs), and work readiness needs. Reasonable accommodations for individuals with disabilities and/or special needs will be provided to allow for participation in the assessment process. The objective assessment must be documented in the South Carolina Works Online Services (SCWOS) as the first service and point of enrollment. The objective assessment is a more detailed examination of barriers to employment and results in recommendations to be incorporated into the development of a person's Individual Service Strategy (ISS). These might include 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.

The program operator may assess supportive service needs and developmental needs of participants, for the purpose of identifying services to help individuals to make decisions about appropriate educational, employment, and career pathway goals. Meaningful service planning cannot occur without effective assessment practices.

5. **Participant Activity Codes**. Enter and maintain appropriate WIOA program activity codes in the SCWOS System in a timely manner. WorkLink will provide the activity codes, timeline, and definitions.

6. **Program/Case Closure**. Close individual cases in the SCWOS System in a timely manner when no further services are planned or identified on the ISS or expected as outlined in the Training & Education Guidance Letter # 17-05 (TEGL 17-05).

7. **Individual Service Strategy (ISS).** Develop an individualized service strategies (ISS) with each youth participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information and that are directly linked to one (1) or more of the WIOA performance outcomes (see Performance Expectations P. 16). The ISS must be documented in the SCWOS System in a timely manner. The ISS will be developed **with** the participant. The ISS shall identify career pathways that include the participant's educational and employment goals (including in appropriate circumstances, nontraditional employment), appropriate services for the participant taking into account the objective assessment described above. The ISS plan should describe activities, and supportive services the participant will receive to achieve those mutually agreed upon goals, objectives, and services. The ISS is a plan that should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur. **See under Individual Service Strategy (ISS) Youth Program Design.**

8. **Participant Goal Attainment**. Enter goal attainment of the ISS and other applicable participant related information into the SCWOS System in a timely manner. Maintain in file all pre-testing, progress testing, and post-testing documentation, grade reports, test scores, time and attendance records signed by participant and instructor or activity supervisor, documents showing skills acquired, certificates of completion issued, State certified licenses, credentials, diplomas, etc.

9. **Contractor/Grantee Staff Orientation**. Provide WIOA program orientation to all staff members funded in full or in part with WIOA funds. In addition to receiving program orientation, each funded staff member must be given a copy of the "Statement of Work" section of any contractual agreement resulting from this 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 operator will be required to provide on-going assessment of participant's capabilities and potential for obtaining educational, employment and training goals, career pathway goals, and the need for supportive services.

11. **Job Placement**. Program operator will be required to coordinate the development and maintenance of an effective job placement system and coordinate with the appropriate local SC Works Center to support the anticipated placement needs of WIOA participants, if applicable and necessary.

12. **Comprehensive Case Management.** The WIOA program will be required to provide experienced case managers in sufficient amounts to meet the needs of the active WIOA participant caseload. The program operator will provide comprehensive case management services to youth participants as part of the year round service strategy. Youth program staff will be expected to work closely with the youth participant to provide support and guidance, address needs and barriers, solve problems, serve as role models, and assist in the attainment of the objectives and goals agreed upon in the individualized service strategies (ISS). The ISS benchmarks will be used to measure progress and will be reviewed and updated by youth program staff to arrange for needed services, identify and address concerns as they arise, and document progress made during participation.

    Regular personal contact between a case manager and the youth participant is essential. The frequency of the contact is based on an assessment of the participant's needs and ISS goals as they move through the process. At a minimum, monthly contact must be made with each youth participant. More frequent contact may be needed in certain circumstances. Case managers are to provide support and intervention in time of crisis, and assist in the development and implementation of a crisis plan. The youth participant should be aware that he/she has support and accountability in working to achieve his/her goals.

    Documentation and monthly case notes are required and must be entered into the participant's case record and/or the SCWOS System in a timely manner. Case note summary are not limited to but should detail contacts per participant, missed

appointments and attempted contacts, services provided to the participant, progress, barriers, interventions, and successes of the participant, etc. All WIOA staff is expected to be informed of, and adhere to, professional standards of client confidentiality. Staff with access to, or control over WIOA youth participant records or other confidential information is expected to safeguard such information.

13. **Youth Linkages/Coordination of Services**. Proposer or offeror should demonstrate a willingness and ability to coordinate and collaborate with programs and services provided by State and local education, public assistance agencies, community agencies, businesses, SC Works Center, rehabilitation agencies, programs for the homeless, post-secondary institutions, economic development agencies, other service providers and training agencies, and such other agencies as the Governor determines to have a direct interest in the employment and training program and human resource utilization within the State.

14. **Coordinate the use of WIOA Funds when other Federal or non-Federal Funds are received by the WIOA participant.** Program operator will be required to coordinate the use of WIOA funds with other agencies providing grants or aid to WIOA participants, when applicable, in order to prevent the use of WIOA funds for duplication of services. In addition, the disclosure of any/all funding sources outside of WIOA funding will be required.

15. **Record of Hours Worked or Time Sheet**. Program operator will be required to maintain a record of **"Hours Worked or a Time Sheet"** on all staff members funded in full or in part with WIOA funds 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 WIOA projects, as well as any other non-WIOA projects.

16. **Professional Development of WIOA Funded Staff**. Program operator will be required to support the continued professional development of fully or partially WIOA funded staff through attendance at WIOA related professional development training opportunities and WIOA announced Service Provider meetings. Prior approval is required for training opportunities, travel, and incurred expenses outside of the local WIOA region.

Performance Expectations

PY 15 Youth Performance Measures	Minimum Levels
Placement in Employment or Education	80.0%
Attainment of Degree or Certificate	80.0%
Literacy or Numeracy Gains	67.6%

These youth performance measures and levels are subject to change.

Disclaimer: Additional measures will be added to the youth performance measures with Workforce Innovation and Opportunity Act, July 2016. **The additional measures are:** (Placement in Employment, Education, or Training); (Retention in Employment; Education, or Training); (Earnings); (Credential Rate)); and (In Program Skills Gain).

Note: Literacy or Numeracy Gains Youth Performance Measure is not required for in-school participants and will be eliminated under WIOA, July 2016.

Program Administration Requirements

Fiscal Record Keeping

The proposer or offeror 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, proposer or offeror 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 proposer who become program operator will be required to submit a Monthly Request for Payment Invoice to the WorkLink Workforce Investment Area's Finance Director by the 10th calendar day of each month. Appropriate supporting backup documentation for the requested payment must be attached to each invoice submitted.

Successful proposer or offeror who become program operator will also be required to submit an Annual Financial Closeout Report to the Workforce Investment Board Finance Director by August 10th.

Program Operator will be required to abide by all requirements of the South Carolina Works Online Services Users Guide, 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. The WIB Staff will provide training for program operator 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.

Successful contractor/grantee will be required to provide monthly, bi-monthly, or quarterly progress reports of program performance and expenditures in comparison to the deliverables agreed upon in the contract.

Successful proposer or offeror who become program operator will be required to submit accurate, current, and complete disclosure of the financial results of the WIOA contract/grant activities in accordance with SCDEW grant reporting requirements monthly. Successful proposers or offeror must report all allowable costs and activities, must identify and maintain in-house methodology for Individual Fund Tracking (IFT) for obligations, expenditures, and Individual Training Accounts (ITA) for participants. This information and reports must be available upon request by DOL, SCDEW, or WIB staff.

Successful proposer or offeror who become program operator will also be required to submit all other necessary forms, documents, and/or reports that may be required from time to time. Additionally, these form, documents and/or reports may be altered as necessary in the future to meet requirements of the WIOA Management Information System.

Audits

In accordance with OMB Circular A-133, or 2 CFR 200 Uniform Guidance Subpart F to audits of fiscal years beginning on or after December 26, 2014 successful proposers must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

On December 26, 2014 Department of Labor announced that the OMB Circulars has been revised. A-133, A-87, and A-122 were combined into one OMB circular. All WIA and WIOA funding will be subject to the new OMB circular 2 CFR 200. The successful bidder will need to be familiar with the new OMB circulars, and should reference TEGL 15-14, "Implementation of the New Uniform Guidance Regulations," for further information.

Monitoring & Evaluation

Successful proposer or offeror who become program operator will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with the WIOA Final Rules or Regulations, and any contractual/grant agreement resulting from this RFP.

Documents Required of Selected Bidders

Successful proposer or offeror will be required to provide the following information prior to the effective date of the grant:

1. 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 proposer or offeror 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 proposer or offeror who become program operator 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 WIOA file folder.

Participant Files

Successful proposer or offeror who become program operator will be required to maintain WIOA 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. Proposer or offeror contractor/grantee will be required to make sure that there are checks and balances between the maintenance of timesheets or other source documents, and the cutting and distribution of checks on behalf of the participants. Failure to document fully the basis for issuing any of the aforementioned payments made on behalf of participants may result in disallowed costs. The contractor/grantee must reimburse disallowed costs to the Local Workforce Investment Area from Non-WIOA fund sources.

Insurance for Participants

1. Classroom Training -The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIOA participants participating in training conducted in a typical classroom training environment.

2. Work Experience and Limited Internships -The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIOA participants while they are participating in training conducted in a typical work experience or limited internship mode (generally, training conducted on an employer's work site).

3. The proposer or offeror who become contractor/grantee will be required to provide general liability insurance certificate coverage and verification obtained annually as part of compliance documents.

Refund Policy

Proposers or offerors who become contractor/grantee will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition-based training concludes early.

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.

Per 2 CFR 200 procurement guidance, WorkLink WIB/WDB procurement guidance, WorkLink WIB has the option to extend a contract with a Service Provider pending the following caveats are met:

- The grant should not exceed 3 total years.
- The grantee must meet or exceed performance.
- The administrative entity and the grantee must negotiate each budget year.
- The administrative entity will issue performance measures each year after negotiation with the State.

These conditions may change pending further guidance from the State or from USDOL.

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 proposer or offeror request for payment of profit. Payment of profit to the selected proposer or offeror may be payable on a monthly, quarterly, mid-year, or end of year (close out) basis. Criteria for profit may be negotiated with selected proposer or offeror.

Affirmative Action

The grantee will take affirmation action in complying with all Federal and State requirements concerning fair employment and employment of those with disabilities, and concerning the treatment of all employees, without regard to discrimination by reason of race, color, religion, sex, national origin, or physical disabilities as provided for in 20 CFR Part 667.275 of the Workforce Investment Act of 1998; Interim Final Rule and the administrative provisions of the Workforce Investment Act of 1998 as provided for in Section 188 of Public Law 105-220.

As a condition to the award of financial assistance under the Workforce Innovation and Opportunity Act of 2014 from the Department of Labor, the grant application assures,

with respect to the operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal employment opportunity provisions of the Workforce Investment Act of 1998, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination of 1975; as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws. The United States has the right to seek judicial enforcement of this assurance.

Regulations and Requirements

The recipient/sub-recipient/sub-grantee must comply with the following federal regulations and requirements:

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
3. 2 CFR 200 Uniform Administrative requirements, cost principles, and audit requirements for federal awards including 2 CFR Appendix II to part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards.
4. 48 CFR Part 31 (applies to commercial organizations);
5. 29 CFR Part 95 which codifies OMB A-122;
6. 29 CFR Part 97 which codifies OMB A-87;
7. Section 504 of the Rehabilitation Act of 1973, as amended;
8. Section 508 of the Rehabilitation Act of 1973, as amended;
9. Age Discrimination Act of 1975, as amended;
10. Title IX of the Education Amendments of 1972, as amended;
11. Jobs for Veterans Act Public Law 107-288 and 20 CFR Part 1010;
12. Section 188 of the Workforce Innovation and Opportunity Act of 2014 and Section 188 of the Workforce Investment Act of 1998;
13. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
14. Title VI of the Civil Rights Act of 1964, as amended;
15. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
16. Equal Pay Act of 1963, as amended;
17. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA);
18. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
19. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
20. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and

21. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

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, March 18, 2015. 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:

Trent Acker, Executive Director
WorkLink Workforce Investment Board
1376 Tiger Blvd., Suite 102
Clemson, SC 29631

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 (14-WIOA-6), the RFP date (March 18, 2015), 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:

ABC, Inc.
100 My Road
My Town, SC 29670
RFP #14-WIOA-06, March 18, 2015
Youth Case Management

Format for Application

Applications are to be prepared simply and in a manner designed to provide a straightforward presentation of the proposer or offeror 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 06, 2015 at 10:30 a.m. in the SC Works Clemson Large Conference Room at 1376 Tiger Blvd., Suite 102 Clemson, SC 29631. 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 5:00 p.m. on Friday, February 27, 2015. This should allow staff ample time to do any necessary research and ensure that accurate information is provided at the conference. Forward questions to:

Trent Acker, Executive Director
WorkLink Workforce Investment Board
1376 Tiger Blvd., Suite 102
Clemson, SC 29631
Telephone (864) 646-1458
Relay Service dial 711 (TTY)
Fax: (864) 646-2814
E-mail: tacker@worklinkweb.com

No questions or requests for additional information will be accepted after the 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 14-WIA-06, 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 application 2:00 p.m. on Wednesday, March 18, 2015. 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

Proposal will be held in confidence and, except for selected proposal, 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 the Proposal Guidelines, 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, Wednesday, March 18, 2015 in the WorkLink Office.
3. Proposers or offerors will be notified regarding non-responsive applications and the proposer or offeror will be given until 2:00 PM, Friday, March 20, 2015 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 5:00 PM, Friday, March 20, 2015 in the WorkLink Office.

RFP Response Package

For proposer or offeror 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 or offeror's capability of delivering the services, please address all of the following areas in order.

A) **Executive Summary**-A brief summary highlighting such details as the number to be served, planned outcomes and the basic program approach.

B) **Main Purpose of Program**-Similar to a mission statement and should also be a brief statement of what the program intends to accomplish.

C) **Goals/Objectives/Performance Outcomes**- Describe your recruitment process for the population to be served. At a minimum this should include the number to be served (from target groups if appropriate) and projected performance levels of performance.

D) **Target Group(s)**-If a specific group will be served by this project, identify the target group and number to be served.

E) **Staffing Plan**-Describe the range of activities to be performed by the WIOA funded employment and training program staff. A Job Title and Job Description must be provided for each WIOA funded position included in the proposed project. If an employee in a particular position is to be partially funded by one WIOA project and partially funded by another WIOA project, a Job Title and Job Description is required for both positions. The identity by name, job title, and last four digits of the social security number is required for each employee expected to be funded with WIOA funds. If identification of applicable employees cannot be made at this time, it should be so stated and all other required information should be included in the proposal or offer.

It is requested that youth program staff have a bachelor's degree or an associate's degree with relevant experience in an area related to human resource, sociology, psychology, business or other human service related field. A master's degree is not a requirement. Staff will be required to complete and pass their Career Development Facilitation training within 9 months of hire or assignment to a WIOA funded contract. Youth program staff shall be assigned and requested to dedicate 100% of their time and focus to delivery of youth program services. Job descriptions and Resumes are requested for each position and only staff listed in the budget may be paid utilizing WIOA funds from this grant. **Staff funded with WIOA funds may only perform WIOA duties.**

For each existing staff person include, in addition to education and experience information, all workshops, conferences, seminars, professional organizations, and/or other activities that staff has participated in during the past two years to stay abreast of current information, procedures, practices, regulations, technological, or programmatic operations.

For vacant staff positions, the proposer or offeror should attach a statement, which addresses their commitment to hire qualified staff and 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 WIOA services, include successful past experiences.

G) **Partnerships**-Describe any partnerships that will be used in the project. Who is involved? What are the roles and responsibilities of each partner? Include letters of support from the partners and any Memorandum of Agreements already in place. Describe how you will coordinate services and collaborate with the WIOA required partners and other added partners as appropriate.

H) **Description of the Proposer or Offeror**-What is the legal organizational name, the legal status, and the main purpose of the organization? How is the organization currently funded? Include the names and titles of the organizational management. Include an organizational chart showing lines of authority for the agency. If possible, include a financial statement and the last audit report. Also include the following:

- Size of organization
- Number of years in operation
- How this program will fit into your overall agency organization
- Qualifications of key staff (including resume)
- Internal structure including management and supervision to operate this program
- Internal monitoring process to ensure program quality, customer satisfaction, and contract compliance
- Staff development plan (including how plan was developed)
- Electronic infrastructure and information sharing capabilities that can be used for client services

I) **Experience**-Outline specific programs that the organization has operated during the past two years. Give program descriptions, funding sources, performance information and references. If the organization has not provided specific programs in the past two years outline programs with similar services. Include the following:

- Number of years for each population
- Coordinated activities with schools, faith-based and/or community organizations, and business/employers in operating those programs and your role within those partnerships
- Actual figures showing past experience and performance for each population in your proposal
- Reporting documents and special projects used in past experiences
- Performance for each population including WIOA eligibility barrier populations using:
    - Additional Required Youth Program Elements
- How you measured success including which measures were the most important indicators? 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, Youth Case Management and Follow up) describe the overall plan of service that will be made available for the population to be served. How will you make the public aware of WIOA Services for Youth? How will you recruit in-school and out-of-school youth? How will participants flow through the program? Describe how the following activities will be provided. How will you address the emphasis on Career Pathways? Additionally, for the Youth Program how will the additional youth required elements be provided?

- Outreach/Recruitment/Orientation
- Eligibility Determination/Objective Assessment/ISS Plan
- Case Management
- Program Services
- Obtain Credential/Placement in Jobs/Post-Secondary Education
- Follow-up (All youth must receive twelve (12) months of follow-up services).

Describe in detail what will your Case Management services include and how will you accomplish the goals of the program, in addition to achieving positive outcomes with the at-risk youth population? Also, include how much time Case Managers will spend weekly with each participant to meet the WIOA youth program requirements, WIOA regulations, guidelines, activities, and any/all additional responsibilities to accomplish positive participant outcomes and exceed or meet performance measures?

Describe in detail how you will provide work experience and stipends for youth? How will you develop work sites? and How will you match youth to appropriate

work experience training opportunities? **Under the Workforce Innovation and Opportunity Act of 2014 this required youth element is a priority.**

Describe in detail how you will provide work readiness preparation and soft skills? Identify what curriculum or resources will be used to provide training to 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.

Additional Required Youth Program Elements
Proposers or offerors must demonstrate how all WIOA required youth program elements will be made available to in/out-of-school youth. The proposal must clearly indicate who will provide each of the additional required youth program elements.

Proposal Budget and Program Planning Instructions

Instructions for Completing Budget Forms

The **Budget Summary** is a summary of allowable cost objectives or categories by line item.

The **Staff Salaries, Fringe Benefit and Indirect Cost Worksheet** and the **Cost and Price Analysis Worksheet** present a detailed cost and price analysis of the individual allowable cost by line item and cost objectives/categories, as contained in the Budget Summary. The user of these forms should notice that the Budget Summary and the Cost and Price Analysis Worksheets are laid out in unison. With that point in mind, the Staff Salaries, Fringe Benefit and Indirect Cost Worksheet and the Cost and Price Analysis Worksheet should be completed first. The total of each appropriate line item should then be transferred to the corresponding line item on the Budget Summary. The worksheets are set up with formulas so that by filling in the yellow shaded cells, the lavender shaded cells should automatically fill in. The totals are set to fill in the Budget Summary page. If an error is detected in the worksheet formulas, please contact WorkLink to report the problem.

Proposer or offeror should fill-in appropriate lines of the Cost and Price Analysis Worksheets based on its projected personnel and non-personnel cost of operating its proposed WIOA project. One primary purpose of the Cost and Price Analysis Worksheets is to determine the proposer's or offeror's projected cost and price in operating such WIOA project; therefore, it is imperative that each applicable line and/or blank be filled in completely. Where necessary, additional information must be attached as exhibit(s) to the extent that the basis for all cost is clearly and fully identified. All pages of the Cost and Price Analysis Worksheets should be completed and attached (including blank pages) to the Budget Summary.

The **Client Flow** form is a projection of the number of the participants to be enrolled and served throughout the year. Care should be taken in completing this form. It is not anticipated that the same numbers of participants will be enrolled each month.

EVALUATION CRITERIA AND RATING SYSTEM

Evaluation Panel Briefing

The Chairperson of the Workforce 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
A. Program Design Considerations	25

1. Are the target groups clearly identified and does the proposer or offeror have the ability to reach these groups? Does the proposer or offeror identify outreach and/or recruitment strategies? (Target Groups)
2. Are the facilities described adequate to serve the number of participants proposed? Are the facilities accessible and safe? Do the facilities comply with Americans with Disabilities Act requirements? (Facilities)
3. Does the proposer or offeror describe the partners that will be used? Are the roles clearly defined? Are letters of support from the partners included? (Partnerships)
4. If the proposer or offeror is subcontracting, are the agreements fully described? (Subcontracts)
5. Does the agency have the capability to provide or arrange, through coordination with SC Works Centers and other community organization/ businesses, appropriate supportive services or financial assistance as specified in accordance with the participants service strategy? (Program Description)
6. Does the proposer or offeror have the capability to provide services beyond standard case management (i.e., assessment, employability skills, etc.) Does the proposer or offeror indicate its plan for monitoring participant progress? (Program Description)
7. Does the proposer or offeror present an acceptable plan for job development which demonstrates the ability to place skilled workers with employers seeking a skilled workforce? (Program Description)

B. Proposer or Offeror Qualifications	25

1. Does the proposer or offeror have the organizational Structure to properly administer the program proposed? (Description of Proposer or Offeror)
2. Does the proposer or offeror have the background and experience in providing training services to citizens of the local community? Does the proposer or offeror include a current organization chart and job descriptions for all budgeted staff? (Experience)
3. Does the proposed staff have the appropriate education and/or experience to provide the services outlined? Has staff participated in workshops, conferences, seminars, professional organizations and/or other activities to stay current? For vacant positions, is the required

educational and experience of applicants sufficient to enable the proposer or offeror to meet the goals of case management? (Staffing Plan)

C. Proposed Performance 20

1. Has the proposer or offeror clearly outlined the goals and objectives of the program? Has the proposer or offeror proposed outcomes which are acceptable?
2. Does the proposer or offeror have successful experience in providing intensive services to the eligible population?
3. For proposer or offeror who have been awarded previous contracts/grants with the Workforce Investment Board, do the results of the proposer or offeror most recent grant(s)/contracts(s) demonstrate successful performance? Has the proposer or offeror demonstrated successful service strategies, counseling, and case managing techniques as demonstrated by successful placement, monitoring, and customer satisfaction? Did the most recent monitoring of the South Carolina Department of Employment and Workforce/the State require correction of the proposer or offeror? If yes, has improvement been realized in the area(s) identified and/or was the plan of correction acceptable?

D. Fiscal Responsibility 10

1. Has the proposer or offeror demonstrated ability to safeguard federal funds? Does the proposer or offeror have the ability to repay disallowed costs if such disallowances are made in the monitoring or audit of the contract/grant? Does the availability of this source and the amount available provide security the Workforce 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?

RESOURCES

Workforce Innovation and Opportunity Act of 2014

It will be the responsibility of the proposers or offerors to have a working knowledge of the WIOA Act of 2014 Regulations and Training and Employment Guidance Letter (TEGL). The U.S. Department of Labor (DOL) has a website for the latest on WIOA ACT of 2014 Regulations:

www.doleta.gov/WIOA

https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf

Demographics and Labor Market Information

It is recommended proposers or offerors research and review demographic and labor market information of the Local Workforce Investment Area for the Counties of Anderson, Oconee, and Pickens in South Carolina.

https://jobs.scworks.org/analyzer/

Disclaimer(s)

WorkLink Workforce Investment Board may request modification of program design or the delivery of services due to pending WIOA Act of 2014 Draft Regulations and Final Regulations, changes in Terms and Conditions, Training and Employment Guidance Letter (TEGL), CFR, Polices, Procedures, etc. Should a request for a change occur, bidding organizations or service providers must allow for any changes to be made to the program design, delivery services, or any other area identified by legislation, DOL or State guidance, and/or LWIB/Youth Council direction. Staff of Administrative Entity will assist bidding organizations or service providers in the redesign to ensure consistency and compliance with WIOA regulations and requirements, DOL, State, LWIB, and Youth Council /Committee policy.

On December 26, 2014 Department of Labor announced that the OMB Circulars has been revised. A-133, A87, and A-122 were combined into one OMB circular. All WIA and WIOA funding will be subject to the new OMB circular 2 CFR 200. The successful bidder will need to be familiar with the new OMB circulars, and should reference TEGL 15-14, "Implementation of the New Uniform Guidance Regulations," for further information.

ATTACHMENTS

- WIA Terms and Conditions

WIA Terms and Conditions may be replaced by regulations and policies pertinent to WIOA of 2014 on or after July 1, 2015.

- Application Signature Sheet
- Budget Forms
- Proposal Checklist
- Proposal Rating Sheet

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WORKLINK

ANDERSON·OCONEE·PICKENS

WORKLINK WORKFORCE DEVELOPMENT BOARD
A CONSORTIUM OF
ANDERSON, OCONEE, AND PICKENS COUNTIES
FOR THE IMPLEMENTATION OF PL 113-128

BY-LAWS

ARTICLE I – PURPOSE

A. To carry out the intent and purpose of PL 113-128, the Workforce Innovation and Opportunity Act, according to the consortium agreement entered into between Anderson, Oconee, and Pickens Counties, as the Workforce Development Area designated by the Governor, with respect to the WorkLink Workforce Development Board (WDB) responsibilities as defined in the Act.

B. To provide workforce investment activities, through local workforce development systems, that increase the employment, retention, and earnings of the participants and increase occupational skill attainment by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Workforce Development Area.

ARTICLE II – BOARD

A. MEMBERSHIP

1. Number – The total membership of the board shall be no greater than 25. Membership from each county shall be to the degree possible in the same percentage as that county's percentage of the total population of all three counties using the latest available census data. However, the chief local

elected officials (County Council Chairs) may alter this representation to ensure appropriate inclusion of federally mandated membership categories.

2. Appointment – Members shall be appointed by the County Council Chairs of the representative counties. The composition of the WDB will be in compliance with Section 107(b)(2) of the Act, as well as additional criteria established by the Governor.

3. Term of Office – Following the appointment of the initial Board in which terms will be staggered in periods of one, two, or three years respectively, the term of office shall be for three years. Any vacancy in the membership shall be filled in the same manner as the original appointment. Regardless of the date of appointment, the term shall begin as of July 1 each year. A member shall serve until his/her successor has been duly appointed. There is no limit as to the number of successive terms for which a member may serve.

4. Resignations – Any member may resign by written notice to the Chairperson of the WDB.

5. Removal of Members – Any member of the Workforce Development Board may be removed for cause by two-thirds affirmative vote of the entire membership of the WDB. "Cause" for removal of a member under this section shall be fraudulent or dishonest acts, gross abuse of authority, or failure to discharge duties. Removal shall be established after written notice of specific charges has been filed and the Board member so charged has been given opportunity to refute such charges.

   The County Council Chairs have the authority to remove board members in the best interest of the WDB.

6. Vacancies – Vacancies within the Board or in any office shall be filled for the unexpired term in the same manner as the position was originally filled.

B. OFFICERS

1. Chairperson – The Chairperson must be a representative from business. The Chairperson shall preside at all meetings of the board and execute on behalf of the board all official instruments and documents authorized by the board. He/she shall appoint committees and call special meetings as necessary. He/she shall preserve order and establish whether a quorum is present at all meetings, and shall state every question coming before the board, announce the decision of the board and decide questions of order. The Chairperson shall be elected by majority vote of the members of the board to serve a one-year term from July 1 through June 30.

2. Vice-Chairperson – Members of the board shall elect a Vice-Chairperson, which must be a representative from business. The Vice-Chair serves in this capacity for one year. In the event that the Chairperson is unable to serve, the Vice-Chairperson shall succeed to that office until the vacancy of the Chairperson is filled by vote of the members of the board. When the Chairperson is absent from a regular or special meeting of the board, or unavailable at the time action on behalf of the board is necessary, the Vice-Chairperson shall execute on behalf of the board all official instruments or documents which have been adopted or authorized by the board. The Vice-Chairperson shall serve for a term of one year, from July 1 through June 30.

3. Other Officers – The board shall elect such other officers as they deem appropriate or necessary to fulfill the responsibilities of the board.

C. MEETINGS AND ATTENDANCE

1. Meetings – The board shall meet a minimum of five (5) times per year.

2. Quorum – Fifty percent (50%) of members in good standing shall constitute a quorum for the purpose of transacting business.

3. Attendance – Members shall be expected to attend all meetings of the full Workforce Development Board unless excused from the meeting by the Chairperson. Excused absences must be for good cause. Members must notify the staff if circumstances will prevent attendance at any meeting of the full WDB or its committees. Members who have more than two (2) unexcused absences in a one (1) year period will be considered to have resigned from the WDB. For purposes of determining who is present, any or all Members may participate in any regular or called special meeting by any means of communication by which all Members participating may hear each other simultaneously during the meeting. Any Member participating by such means is deemed present at the meeting.

4. Voting Authority – Votes shall be cast only by duly appointed Board members present. Persons sent to represent absent Board members and visitors in the audience may participate in business discussions only if recognized by the Chairperson of the Board; however, neither may make motions nor cast votes. The Board is allowed to vote via electronic means for time constrained issues that must be resolved prior to a face-to-face meeting. The item to be voted on must be posted to the website for public viewing and the results must be published. In the event that an electronic vote is held, the voting procedure shall be the same as that of a face-to-face meeting.

5. Notice of Meetings – All meetings of the Workforce Development Board are open to the public and notice must be given as required by the South Carolina Freedom of Information Act. Upon establishment of the meeting schedule, a notice will be sent to all major stakeholders. All agendas of the Board will include the next meeting date, time, and location.

D. COMMITTEES

The Chairperson of the Board shall appoint such operational committees, as he/she deems necessary to effectively fulfill the purpose of the WDB. The Chairperson of the Board shall be an ex-officio member of each board committee. A Standing Committee may be terminated, or consolidated with another committee, by vote of the Board.

Standing Committees

- Executive Committee: The Executive Committee shall be comprised of the Chairperson, Vice-Chairperson, immediate past board chairperson, the president of Tri-County Technical College, and three at large members appointed by the three County Council chairs from among the membership. The Executive Committee may act on behalf of the full Board between regular business meetings to expedite the decision-making process. Such actions by the Executive Committee will be reported by the Chairperson of the Board back to the full Board membership at the next regularly scheduled business meeting and must be included in the minutes of the Board's business meeting. The Executive Committee will act as the Board's Personnel and Governance Committees.

- Youth Committee: Serves as the WDB's architect for a comprehensive youth service delivery system in the WorkLink region.

- One-stop Operations Committee: Supports the alignment of entities that work in partnership to promote, develop and organize on-going activities and services to continually advance the skills of the regional workforce. Also serves as the committee which develops actions and implements strategies to address business needs and increase business involvement in workforce development activities.

- Finance Committee: Establishes annual budget; serves as audit and monitoring committee; establishes and implements a plan to leverage and increase the funds within the organization; establishes strategies for the development of organizational products and services that can be sold to generate unrestricted resources for the organization.

- Persons with Disabilities Committee: Provides information and assists with operational and other issues relating to the provision of services to individuals with disabilities.

Ad Hoc Committees

- Ad Hoc: The Board may also create such other standing or ad hoc committees as is deemed appropriate, from time to time.

E. SUPPORT STAFF

Support staff will be provided from WorkLink Workforce Development Board resources to ensure minutes of all meetings are taken accurately and are kept as a part of the permanent record.

ARTICLE III – ACTIVITIES

A. ADMINISTRATIVE RESPONSIBILITY

The County Council Chairs shall designate an administrative entity pursuant to Section 107(d)(12)(B)(i)(II) of the Act. Such designation however, does not relieve the County Council Chairs of the liability for any misuse of grant funds as described in Section 107(d)(12)(B)(i)(I). An appropriate entity, which may be other than the administrative entity will provide financial management services and staff to the WDB in accordance with its fiscal policies and procedures.

The Workforce Development Board shall be appropriately staffed. Staff will be provided by the Administrative Entity as approved and budgeted for by the WDB.

Personnel Accountability – All employees shall be subject to approved personnel policies or other approved standards of the Board. The executive committee of the board shall conduct an annual evaluation of the WorkLink Executive Director.

Financial Accountability – All financial records shall be kept in compliance with the requirements of, and as approved by, the United States Department of Labor. An annual report shall be rendered to each county governing body after the close of each program year. An annual audit will be provided. The results of all audits will be reported to the Board and the County Council Chairs.

B. REVIEW BY COUNTY COUNCIL

The operations of the WDB shall be determined by the WDB consistent with the Federal Regulations and South Carolina law as interpreted by the County Council Chairs. All activities will be reviewed by the County Councils of the respective counties. The Executive Director of the Board will be responsible for developing contracts which implement Board decisions. The Executive Director, or other

designated official of the administrative entity, shall be responsible for executing and managing contractual obligations.

ARTICLE IV – CONFLICT OF INTEREST

Pursuant to Section 107(h) of the Act, "A member of the local board, or a member of a standing committee, may not- (1) vote on a matter under consideration by the local board- (A) regarding the provision of services by such member (or by an entity that such member represents); or (B) that would provide direct financial benefit to such member or the immediate family of such member; or (2) engage in any other activity determined by the Governor to constitute a conflict of interest as is specified in the State plan". Each such conflict of interest shall be declared by the member and so recorded in the official minutes. Any concerns or questions that may arise during meetings regarding conflict of interest may be directed to the Board Chairperson for clarification.

ARTICLE V – SPECIAL PROVISIONS

A. ROBERT'S RULES OF ORDER

Roberts Rules of Order shall apply in all procedural circumstances not covered in these by-laws.

B. SUNSHINE PROVISION

The Board and staff shall assure compliance with the Sunshine Provision of the Act, as detailed in Section 107(e) of the Act.

ARTICLE VI – AMENDMENTS

These by-laws may be amended in any of three manners.

A. By-laws amendment initiated by the Board. The Board may submit a proposed By-laws amendment to the County Council Chairs. Such a proposal shall require the vote of a majority of Board members, and shall require a minimum fifteen (15) day notification period, in which the proposed amendment is distributed to all Board members for review. The County Council Chairs shall either approve, deny, or modify the proposal submitted by the Board. If modified, the proposal shall be sent back to the Board for comment. County Council Chairs shall consider any comments from the Board prior to final approval.

B. By-laws amendment initiated by the County Council Chairs. The County Council Chairs shall be authorized to submit a proposed amendment to the By-Laws to the Board for review. The Board shall offer a recommendation of approval, denial, or modification on the proposed amendment. Such Board action shall require a vote by a majority of Board members, and shall require a minimum fifteen (15) day notification period, in which the proposed amendment is distributed to all Board members for review. After considering the recommendation submitted by the Board, the County Council Chairs shall approve the proposed amendment, as originally written, approve the amendment as modified by the Board, or deny the proposed amendment. If the County Council Chairs do not receive a recommendation from the Board within sixty (60) days of submitting a proposed amendment for review, it will be deemed that the Board has recommended approval.

C. By-laws amendment to comply with federal or state regulations. The by-laws shall be automatically amended at any time to conform to applicable state or federal statutes and regulations. Such changes may be initiated by either the County Council Chairs, or the Board.

These by-laws are adopted by the County Council Chairs of Anderson, Oconee, and Pickens Counties, upon consideration of comments provided by the WorkLink Board of Directors, as of the **9th day of September, 2015** and become effective as of the **date of the final signature.**

Robert Halfacre, Chair
WorkLink Workforce Development Board

9/22/2015
Date

County Council Chairs

Tommy Dunn, Chair
Anderson County Council

9-28-15
Date

Wayne McCall, Chair
Oconee County Council

9 - 14 - 15
Date

Jennifer H. Willis, Chair
Pickens County Council

10/3/15
Date

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2016 Committee/Board Meeting Schedule

Committee	Dates				
Youth Committee	January 11	March 14	May 2	August 1	October 3
Persons with Disabilities Committee	January 14	March 10	May 12	August 11	October 13
OneStop Operations Committee	January 20	March 16	May 18	August 17	October 19
Finance Committee	February 3	April 6	June 1	August 31	November 2
Workforce Development Board	February 17	April 20	June 15	September 21	November 16

Youth Committee – Meetings will be held at 11:00 am at Wells Fargo Bank – Meeting Room, 955 Tiger Blvd., Clemson. Staff Liaison: Sharon Crite, Youth Services Manager/Education Outreach, scrite@worklinkweb.com, 864-646-1828

Persons with Disabilities Committee – Meetings will be held at 3:00 pm at Comprehsensive Center in Clemson Staff Liaison: Windy Graham, WIOA Performance & Reporting Specialist, wgraham@worklinkweb.com. 864-646-1826

OneStop Operations Commitee – Meetings will be held at 3:00 pm at Comprehensive Center in Clemson.
Staff Liaison: Jennifer Kelly, Program Director, jkelly@worklinkweb.com, 864-646-5898

Finance Committee – Meetings will be held at 3:00 pm at Comprehensive Center in Clemson.
Staff Liaison: Trent Acker, Executive Director, tacker@worklinkweb.com, 864-646-1458

Workforce Development Board – Meetings will be held at 1:00 pm at the Madren Center. Lunch preceeds the meeting in Season's Restaurant at noon.
Staff Liaison: Trent Acker, Executive Director, tacker@worklinkweb.com, 864-646-1458

Steering Committee - Meetings will be held in the Board Room at Tri-County Technical College on the 1st Wednesday of the 3rd Month of the Quarter.
Staff Liaison: Trent Acker Executive Director, tacker@worklinkweb.com, 864-646-1458

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2017 Committee/Board Meeting Schedule

Committee	**Dates**				
Youth Council	January 17	March 6	May 1	August 7	October 2
Persons with Disabilities*	January 12	March 16	May 11	August 10	October 10
OneStop Operations*	January 18	March 22	May 17	August 16	October 18
Finance*	February 1	March 5	May 31	September 6	November 1
Workforce Development Board	February 15	April 19	June 7	September 20	November 15

*Date(s) tentatively scheduled

Youth Council – Meetings will be held at 11:00 am at Wells Fargo, Clemson, SC.
Staff Liaison: Sharon Crite, Youth Services Manager/Education Outreach, scrite@worklinkweb.com, 864-646-1828

OneStop Operations – Meetings will be held at 3:00 pm at the Clemson SC Works Center, Conference Room.
Staff Liaison: Jennifer Kelly, Program Director, jkelly@worklinkweb.com, 864-646-5898

Persons with Disabilities – Meetings will be held at 3:00pm at the Clemson SC Works Center, Conference Room.
Staff Liaison: Windy Graham, WIOA Performance and Reporting Specialist, wgraham@worklinkweb.com, 864-646-1826.

Finance – Meetings will be held at 3:00 pm at the Clemson SC Works Center, Conference Room.
Staff Liaison: Trent Acker, Executive Director, tacker@worklinkweb.com, 864-646-1458

Workforce Development Board – Meetings will be held at 1:00 pm at the Madren Center. Lunch will be held at noon immediately preceding the meeting.
Staff Liaison: Trent Acker, Executive Director, tacker@worklinkweb.com, 864-646-1458

Steering Committee - Meetings will be held in the Board Room at Tri-County Technical College on the 1st Wednesday of the 3rd Month of the Quarter.
Staff Liaison: Trent Acker, Executive Director, tacker@worklinkweb.com, 864-646-1458

*Funds not received from SCDEW yet	Program Adult	Admin Adult	Program DW	Admin DW	Program Youth	Admin Youth	Total	YTD August 2016		Goal Expended	Goal % Expended	Actual % Expended	Balance
PY'16 Allocations Estimate	**728,060**	**80,896**	**530,180**	**58,909**	**789,356**	**87,706**	**2,275,107**						
Transfer of funds	250,000	-	(250,000)	**-**	**-**	**-**	-						
PY'15 Carryover	193,314	48,074	37,228	33,169	85,042	59,106	455,933						
	1,171,374	**128,970**	**317,408**	**92,078**	**874,398**	**146,812**	**2,731,040**						
Service Providers													
Eckerd - Adult/DW Services	655,147	-	84,853	-	-	-	740,000	92,926	*	123,333	17%	13%	647,074
Eckerd - Operator	64,732	-	10,268	-	-	-	75,000	1,690	*	12,500	17%	2%	73,310
Eckerd - Youth	-	-	-	-	679,323	-	679,323	90,010	*	113,221	17%	13%	589,313
OJT	32,000	-	8,000	-	-	-	40,000	2,561		6,667	17%	6%	37,439
Undesignated Funds	210,599	58,305	158,450	23,986	96,134	37,744	585,218	-		-	0%	0%	585,218
Total Pass-Through Contracts	962,478	58,305	261,571	23,986	775,457	37,744	2,119,541	187,187		255,721	12%		1,932,354
Total Revenue after Obligations	208,896	70,665	55,837	68,092	98,941	109,068	611,499						
In-House Expenses	**Program Adult**	**Admin Adult**	**Program DW**	**Admin DW**	**Program Youth**	**Admin Youth**	**Total**	**YTD August 2016**		**Goal Expended**	**Goal % Expended**	**Actual % Expended**	**Balance**
Salaries, Fringe, & Indirect	141,811	53,286	46,725	51,371	82,819	91,144	467,156	65,810		77,859	17%	14%	401,346
SC Works Centers & Satellites Facility Costs	170,680	5,508	19,875	5,396	8,762	6,049	216,270	15,060		36,045	17%	7%	201,210
Payment from SCDEW for Facilities	(108,986)		(12,110)				(121,096)	-		(20,183)	17%	0%	(121,096)
ADA Upgrades	-	-	-	-	-	-	-	-		-	0%		-
Contractual Services		1,200		1,200		1,200	3,600	815		600	17%	23%	2,785
Travel	1,455	248	364	264	1,131	264	3,725	-		621	17%	0%	3,725
AOP BIS Transportation					5,000		5,000	-		833	17%	0%	5,000
Strategic Plan (carryover from PY14)	-	-	-	-	-	-	-	-		-	0%		-
Supplies - Consummable & Non-Consummable		680		640		680	2,000	57		333	17%	3%	1,943
Insurance (Combined from PY14)		3,000		2,750		3,000	8,750	1,417		1,458	17%	16%	7,333
Postage		170		170		160	500	38		83	17%	8%	462
Printing		1,850		1,850		1,850	5,550	2		925	17%	0%	5,548
Web Site Hosting & Renewal Fees	500	2,175	500	2,150	500	2,175	8,000	1,730		1,333	17%	22%	6,270
Memberships, Dues, & Prof Fees		750		500		750	2,000	350		333	17%	18%	1,650
Training	736	48	184	51	730	51	1,800			300	17%	0%	1,800
Job Fair / Hiring Event Expenses							-			-	0%		-
R&M & Gas - WIA Car		835		835		830	2,500	57		417	17%	2%	2,443
Outreach (SC Works Center's Only)	2,700		300				3,000	897		500	17%	30%	2,103
Meeting Expense (Madren Center & Other)	-	915	-	915	-	915	2,745	113		458	17%	4%	2,632
												#DIV/0!	
Total In-House	208,896	70,665	55,837	68,092	98,941	109,068	611,500	86,346		101,917	17%	14%	525,154
(1) - moved to SC Works Centers & Satellites Facility Costs													

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WorkLink
EMPLOYMENT AND TRAINING INSTRUCTION LETTER NO.: PY' 16-01 (replaces WorkLink WIA Instruction Letter No.: PY' 15-01)

SUBJECT: Monitoring Schedule

ISSUANCE DATE: August 8, 2016	**EFFECTIVE DATE:** July 1, 2016	**EXPIRATION DATE:** June 30, 2017

PURPOSE: To transmit **local** Employment and Training Instruction Letter Schedule for Monitoring by the Administrative Entity of the WorkLink Local Area Service Providers.

BACKGROUND: Local Area Administrative Entity Staff will monitor the WorkLink Workforce Development Board Service Providers for Title I of the Workforce Innovation and Opportunity Act (WIOA) (OneStop, Youth, Adult, and Dislocated Worker Programs).

ACTION: All Service Providers should be prepared for these monitoring visits. Have all files, records and staff members available during these scheduled dates. OneStop and Contractor staff should have completed the WDB Monitoring Instruments and USDOL Disability Initiative Disability Access Checklist Sections I, II, and III by the Scheduled Monitoring Date.

Please copy and distribute this information appropriately within your agency.

INQUIRIES: Direct all inquiries on this Instruction Letter to the WorkLink Workforce Development Board Staff, WorkLink, 1376 Tiger Blvd., Suite 102, Clemson, SC 29631, telephone 864.646.1515, fax, 864.646.2814, or e-mail tacker@worklinkweb.com.

Mr. Trent Acker, Executive Director
WorkLink Workforce Development Board

DISTRIBUTION: To All WIOA Service Providers

ATTACHMENT: Monitoring Schedule

Monitoring Schedule

Workforce Investment Act Program Year 2016 (07/01/2016 – 06/30/2017)

Eckerd Workforce Services Ad/DW	01/23/2017 – 01/27/2017
PYC	02/20/2017 – 02/24/2017
OJT	12/19/2016 – 12/30/2016

Note: WorkLink staff responsible for monitoring:

OJT	Brandi Runion
Youth Programmatic and Financial Monitoring	Sharon Crite
Ad/DW Programmatic and Financial Monitoring	Jennifer Kelly
EO Compliance	Windy Graham