SC WORKS | BRINGING EMPLOYERS AND JOB SEEKERS TOGETHER

WORKLINK

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WorkLink Local Plan PY2020-2023

ATTACHMENTS: Current WorkLink Documents

Reference:

Section V: Operations and Compliance

13. Copies of current local workforce area documents, including:

- Memorandum(s) of Understanding, including signature sheets;
- Resources Sharing Agreements, including signature sheets;
- All service provider grants, including statements of work and budgets;
- Statements of work for in-house operational staff (where applicable);
- Current or most recent Grant Application Request(s)/Request(s) for Proposals;
- LWDB By-Laws
- LWDB and Committee meeting schedules;
- LWDB budgets; and
- Local monitoring schedules.

PY2020 MOU Signature Status – Update as of 9.3.2020

Pending Signatures

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

Agency	Status*	Contact	Notes**	Date
Anderson County	Signed			7/1/2020
Pickens County	Signed			7/7/2020
Oconee County	Signed			7/23/2020
Board Chair	Signed			7/1/2020
Eckerd Workforce Development Services	Signed			6/15/2020
SCACOG		Trent	Pending	
DEW	Signed			6/30/2020
SCVRD	Signed			6/15/2020
Commission for the Blind	Signed			7/1/2020
DSS	Signed			6/9/2020
Adult Ed 1&2	Signed			5/18/2020
Adult Ed 34&5	Signed			8/25/2020
Adult Ed Oconee	Signed			6/2/2020
Adult Ed Pickens	Signed			5/27/2020
TCTC	Signed			8/27/2020
SHARE		Karen	Multiple contacts made, no response	9/3/2020
Goodwill	Signed			6/30/2020

Notes:

Partners not included in PY 2020:

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

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

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

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

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

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

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

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

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

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

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

Each Partner agrees to:

(a) Provide access to its programs or activities through the SC Works delivery system;

(b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and as supplemented by specific Federal agency Parts and CFRs, to:

(1) Provide applicable career services; and

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

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

(ii) Federal cost principles;

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

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

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

Purposes:

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

The Parties agree to:

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

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

Services

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

Career Services

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

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

Unemployment Insurance (UI) Services

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

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

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

Accessibility

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

Certification

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

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

Center Management

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

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

Eligibility

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

Staff Management

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

b. Regardless of role or position, all staff within the SC Works system is expected to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management bears a responsibility to ensure that respectful behaviors are exhibited at all times and to address those which are not in accordance with ***Attachment D, SC Works Civility Policy***.

Dispute Resolution

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

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

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

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

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

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

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

Confidentiality

a. All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records and unemployment insurance information, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38, as well as any State and local laws. Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable laws.

b. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable laws, including ensuring that Confidentiality Agreements with DEW are executed

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

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

d. With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. 1232g and 34 CFR Part 99.

e. With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

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

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

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

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

Assurances and Certifications:

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

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

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

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

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

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

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

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

INFRASTRUCTURE FUNDING AGREEMENT (IFA)

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

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

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

Anderson SC Works Center (Satellite)	
Karen Hamrick, Operator	864-260-6780
512 Michelin Blvd, Anderson 29626	khamrick@eckerd.org
Mon – Fri, 8:30A – 5:00P	www.worklinkweb.com

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

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

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

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

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

Agreed upon Additional Shared Services Est. Cost	Description
Joint Staff Training	Partners share in training that their staff participants in (based on FTE count)
Job Fair/Hiring Events/Business Svc Materials	Partners share in Job Fair, Hiring Events and Business Services Materials that include their agency logo or partner participates in (based on FTE for Job Fair and Hiring Events, based on supply order for business service materials)
Signage and Outreach	Partners share in Signage and Outreach (based on FTE counts)
2020 One-Time Costs	White Noise Machines for Anderson SC Works Center

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

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

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

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

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

a. Contractors, particularly those involved in, but not limited to, building repairs or improvements, should be mutually agreed upon by all financially contributing Parties. Each entity has its own procurement process and is responsible for ensuring that quotes for service are solicited and evaluated according to the appropriate procurement process. Once a need has been determined, the Facility Host designee is responsible for advising the non-Host partner(s) of the need, securing contractor quotes and submitting this detail for review to pertinent parties. Contractor selection must be agreed upon by all parties prior to the execution of work.

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

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

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

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

Center/Location	Number and Type of Public Access Equipment *(not including PCs)*
Clemson SC Works Center	2 printers for the resource room (ink and paper costs only)
Seneca SC Works Center	1 printer for the resource room (ink and paper costs only)
Easley SC Works Center	1 printer for the resource room (ink and paper costs only)
Anderson SC Works Center	2 printer for the resource room (ink and paper costs only)

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

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

Clemson SC Works Center	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
Number of PCs	15	9	23	46
14 public access computers (12 RR computers, 1 veteran RR computer, 1 greeter kiosk, 1 conference room smartboard PC); 9 Training Lab computers (1 Smartboard PC, 8 laptops); 23 staff computers				
Easley SC Works Center	**Public Access PCs**	**Training Lab PCs**	**PCs used by Staff**	***Total PCs**
Number of PCs	4	0	0	4
4 public access computers (all resource room computers); 2 staff computers (included in Clemson count)				
Seneca SC Works Center	**Public Access PCs**	**Training Lab PCs**	**PCs used by Staff**	***Total PCs**
Number of PCs	11	0	2	13
10 public access computers (all Resource room computers) and 1 greeter kiosk; 2 staff computers.				
Anderson SC Works Center	**Public Access PCs**	**Training Lab PCs**	**PCs used by Staff**	***Total PCs**
Number of PCs	11	0	3	14
10 public access computers (all Resource room computers) and 1 greeter kiosk; 3 staff computers				

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

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

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

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

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

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

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

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

b. Any deviations or adjustments made to the proportionate share formulas will be presented in writing and agreed to by all Parties in the form of an addendum to the original agreement.

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

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

Duration

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

Loss of Funds

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

Agreement Management

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

Partner Entity: SC Appalachian Council of Governments - WorkLink WDB	**Partner Entity:** SC Department of Employment and Workforce	**Partner Entity:** Adult Education (Pickens County)
Name & Title: Windy Graham Performance & Reporting	**Name & Title:** Lisa Sipe, General Ledger Accountant	**Name & Title:** Allen Fain, Director
Mailing Address: 1376 Tiger Blvd, Ste 102 Clemson, SC 29631	**Mailing Address:** PO Box 995 1550 Gadsden Street Columbia, SC 29201	**Mailing Address:** 201 S. 5th St. Easley, SC 29640
Phone: 864-646-1826	**Phone:** 803-737-0407	**Phone:** 864-397-3825
Email: wgraham@worklinkweb.com	**Email:** IFA@dew.sc.gov	**Email:** AllenFain@pickens.k12.sc.us
Partner Entity: SC Department of Social Services	**Partner Entity:** SC Dept of Vocational Rehabilitation	
Name & Title: Tammy James, Director Div. of Employment Services	**Name & Title:** Jacob Chorey Planning & Program Evaluation	
Mailing Address: PO Box 1520 1535 Confederate Avenue Room 421-1 Columbia, SC 29202-1520	**Mailing Address:** PO Box 15 1410 Boston Ave. West Columbia, SC 29170-0015	
Phone: 803-898-1097	**Phone:** 803-896-7047	
Email: Tamara.james@dss.sc.gov	**Email:** jchorey@scvrd.net	

Authority and Signatures

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

Effective Date

Without regard to the date of signatures below, the Parties agree the effective date of this agreement is July 1, 2020.

Attachments

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

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

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

Chief Elected Officials:

Anderson County Council
Tommy Dunn, Chair

Tom Dunn 7/1/2020
Signature Date

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

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

Chief Elected Officials:

Pickens County Council
Roy Costner, Chair

Signature Date 7/7/20

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

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

Chief Elected Officials:

Oconee County Council
Julian Davis, Chair

Signature _____ Date 7/20/2020

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

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

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

_____ Date: 6/25/2020
Mike Wallace, Board Chair

_____ Date: 6/15/2020
Kal Kunkel, Operator

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

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

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

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

Daniel Ellzey, Executive Director

Date: 6/26/2020

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

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

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

Felicia W. Johnson, Commissioner

Date: 6/8/2020

"APPROVED AS TO FORM"

Jeanne J. Lisowski
SCVRD Legal Counsel

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THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

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

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

DocuSigned by:
Zunaira Wasif
EAEB5939709545E...
Wanda Miller, Commissioner

Date: 7/1/2020

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

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

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

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

Don Grant Digitally signed by Don Grant Date: 2020.06.09 08:47:38 -04'00' _____ Date: 6.9.2020

Don D. Grant, III
Chief Financial Officer

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

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

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

Janice Walpole, Adult Education Director

Date: 5-18-20

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

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

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

_____ Date: 8/25/2020
Katie Brown, Adult Education Director

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

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

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

Steve M. R. Moore _____ Date: 6/2/2020
Steve Moore, Adult Education Director

THE WORKLINK WORKFORCE AREA

SC WORKS SYSTEM

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

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

Allen Fain _____ Date: 5-27-2020

Allen Fain, Adult Education Director

SC WORKS SYSTEM

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

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

D. Galen DeHay

Date: 8/27/2020

Dr. Galen DeHay, President

SC WORKS SYSTEM

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

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

_____ Date: _____
Jerry Branham, Board Chairman

SC WORKS SYSTEM

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

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

_____ Date: _____
Robin Miller, Admissions Counselor

SC WORKS SYSTEM

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

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

_____ Date: _____
Signature

SC WORKS SYSTEM

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

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

_____ Date: 6/30/2020
Darren Wright, Vice President of
Career Development Services (CDS)

Mike Daniels, SCSEP
Program Manager

SC WORKS SYSTEM

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

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

_____ Date: _____
Signature

SC WORKS SYSTEM

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

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

_____ Date: _____
Signature

SC WORKS SYSTEM

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

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

_____ Date: _____
Signature

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	x
Wagner-Peyser	x	x	x	x	x	x	x	x	x		x	x	x
Rehab.Programs for Indiv. w/Disabilities			x		x	x		x		x	x	x	x
Post-Sec. Career & Tech. Ed. (Perkins)			x	x	x	x		x		x	x	x	x
CSBG Employment and Training		x		x	x			x		x	x	x	
Native American Programs													
HUD Employment and Training													
Job Corps													
Veterans Employment and Training	x	x	x	x	x	x	x	x			x	x	x
Migrant and Seasonal Farmworker													
Senior Community Svc. Employment		x	x	x	x	x	x	x		x	x	x	x
Trade Adjustment Assistance	x	x	x	x	x	x	x	x	x	x	x	x	x
Unemployment Compensation	x								x				
YouthBuild													
TANF		x	x	x	x	x		x		x	x	x	x
Second Chance Act													

Eligibility Determinations: Determination if an individual is eligible for WIOA Adult, DW, or Youth programs.
Outreach & Orientation: Information on and access to services in the SC Works system.
Skills Assessments: Initial assessment of skill levels including literacy, numeracy, English language proficiency, and aptitudes and abilities (including skills gaps).
Labor Exchange: Job search and placement assistance, career counseling, and non-traditional employment information.
Partner Referrals: Referrals to and coordination with programs and services within the SC Works system and other workforce programs.
Provision of LMI: Local, regional, and national labor market statistics including: job vacancy listings, skills needed to obtain those jobs, in-demand occupations and earnings, and advancement opportunities available.
Provision of Performance Information: Partner 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	Clemson SC Works	Required	Adult Education and Family Literacy Act Programs
Department of Employment and Workforce	Anderson, Clemson, Easley, and Seneca SC Works Centers	Required	Wagner-Peyser Employment Services Programs
SC Vocational Rehabilitation	Clemson SC Works	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

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

MOU ATTACHMENT C

CROSS REFERRAL AGREEMENT

1. The parties agree that each partner shall receive referrals from and make referrals to the SC Works system in accordance with this Cross Referral Agreement.
   (a) Referral Definition
   A referral is defined as a good faith effort by each local SC Works Partner to direct customers to the right service at the right time.

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

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

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

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

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

MOU ATTACHMENT C-1

Referral *

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

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

Customer's Name:

_____

Last First MI

Email: _____ Alternate Contact Information: _____

REFERRED FROM:

AGENCY: _____

YOUR NAME & TITLE: _____

YOUR PHONE #: _____ YOUR EMAIL: _____

REFERRED TO:

AGENCY: _____ PROGRAM: _____

NAME & TITLE: _____

DESCRIPTION OF SERVICES YOUR CUSTOMER NEEDS:

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

_____
_____
_____
_____
_____
_____
_____

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

_____
_____

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

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

MOU ATTACHMENT D

SC Works Civility Policy

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

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

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

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

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

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

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

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

WorkLink All Centers
Total Local Area Operating Budget for PY2020
July 1, 2020 - June 30, 2021
FTE Cost Allocation Methodology

Infrastructure Costs	Anderson	Clemson	Easley	Seneca	Totals
Rent (Clemson)	13,728.00	120,440.00	4,800.00	13,728.00	152,696.00
Security System	-	775.00	-	-	775.00
Utilities	-	14,325.00	-	-	14,325.00
Janitorial/Maintenance	-	16,650.00	-	-	16,650.00
Landscaping	-	-	-	-	-
General Repair	-	6,000.00	-	-	6,000.00
Pest Control	-	550.00	-	-	550.00
Depreciation (if applicable)*	-	-	-	-	-
Telephone (if applicable)	-	5,940.00	-	2,700.00	8,640.00
Public Access PC Costs	855.00	7,125.50	285.00	475.00	8,740.50
Equipment Maintenance/Rental	-	1,372.50	-	-	1,372.50
Common area supplies**	1,628.70	4,448.02	445.95	1,227.33	7,750.00
Total Infrastructure Costs	$ 16,211.70	$ 177,626.02	$ 5,530.95	$ 18,130.33	$ 217,499.00
Carl D. Perkins - Rent Reduction	4,482.00	-	1,566.00	4,482.00	10,530.00
Less Cash Contributions	4,482.00	**-**	1,566.00	4,482.00	10,530.00
Less Non-personnel In-kind Contribut	-	**$ -**	-	-	-
Balance	**$ 11,729.70**	**$ 177,626.02**	**$ 3,964.95**	**$ 13,648.33**	**$ 206,969.00**

Additional Shared Services Costs					
Joint Staff Training	-	1,900.00	-	-	1,900.00
Job Fair/Hiring Events/Business Svc M	-	3,000.00	-	-	3,000.00
Receptionist/Greeter	-	7,540.00	-	-	7,540.00
Signage and Outreach		3,000.00		-	3,000.00
Total Additional Costs	$ -	$ 15,440.00	$ -		15,440.00
Title V Goodwill Indutries - Receptionist/Greeter		7,540.00			7,540.00
Less Cash Contributions	-	**7,540.00**	-	-	7,540.00
Non-personnel In-kind Contributions	-	**$ -**	-	-	-
Balance	**$ -**	**$ 7,900.00**	**$ -**	**$ -**	**$ 7,900.00**
Grand Total Budget	$ 11,729.70	$ 185,526.02	$ 3,964.95	$ 13,648.33	$ 214,869.00

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

WorkLink - Anderson SC Works Center
Center Operating Budget for PY2020
July 1, 2020 - June 30, 2021
FTE Cost Allocation Methodology

Number of FT Employees	**3.50**	2.40	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	1.00	0.00

	Anderson											
Infrastructure Costs	**Total**	**WP**	**UI**	**TAA**	**MSFW**	**Vet**	**TANF**	**SNAP**	**VR**	**Adult Ed**	**WIOA**	**Other*** **
Rent	13,728.00	9,413.49	-	-	-	-	-	-	392.23	-	3,922.29	-
Security System	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial/Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Landscaping	-	-	-	-	-	-	-	-	-	-	-	-
General Repair	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation (if applicable)*	-	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	-	-	-	-	-	-	-	-	-	-	-	-
Public Access PC Costs	855.00	586.29	-	-	-	-	-	-	24.43	-	244.29	-
Equipment Maintenance/Rental	-	-	-	-	-	-	-	-	-	-	-	-
Common area supplies**	1,628.70	1,116.82	-	-	-	-	-	-	46.53	-	465.34	-
Other - please list	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	**$ 16,211.70**	**$ 11,116.59**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 463.19**	**$ -**	**$ 4,631.91**	**$ -**
Carl D. Perkins - Rent Reduction	$ 4,482.00	3,073.37	-	-	-	-	-	-	128.06	-	1,280.57	-
Less Cash Contributions	**$ 4,482.00**	**$ 3,073.37**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 128.06**	**$ -**	**$ 1,280.57**	**$ -**
Less Non-personnel In-kind Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-	-
Balance	**$ 11,729.70**	**$ 8,043.22**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 335.13**	**$ -**	**$ 3,351.34**	**$ -**

Number of FTEs cost sharing *Additional Costs* **0**

Additional Shared Services Costs	**Total**	**WP**	**UI**	**TAA**	**MSFW**	**VET**	**TANF**	**SNAP**	**VR**	**Adult Ed**	**WIOA**	**Other**
List Allowable Cost Item Agreed To	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
List Allowable Cost Item Agreed To	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
List Allowable Cost Item Agreed To	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Additional Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Less Cash Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-	-
Balance	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Grand Total Budget	**$ 16,211.70**	**$ 11,116.59**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 463.19**	**$ -**	**$ 4,631.91**	**$ -**
Less Cash Contributions	**$ 4,482.00**	**$ 3,073.37**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 128.06**	**$ -**	**$ 1,280.57**	**$ -**
Less In-kind Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-	-
Balance	**$ 11,729.70**	$ 8,043.22	$ -	$ -	$ -	$ -	$ -	$ -	$ 335.13	$ -	$ 3,351.34	$ -

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

Clemson SC Works Center
Center Operating Budget for PY2020
July 1, 2020 - June 30, 2021
FTE Cost Allocation Methodology

Number of FT Employees	**26.5**	7.2	2.0	1.0	0.0	2.0	4.0	1.0	0.1	0.2	9.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0

		Clemson SC Works																		
Infrastructure Costs	**Total**	**WP**	**UI**	**TAA**	**MSFW**	**Vet**	**TANF**	**SNAP**	**VR**	**Adult Ed**	**WIOA**	**Perkins**	**Title V**	**Job Corps**	**Native Amer.**	**Youthbuild**	**CSBG (SHARE)**	**HUD**	**2nd Chance**	**Other*****
Rent	120,440.00	32,723.32	9,089.81	4,544.91	-	9,089.81	18,179.62	4,544.91	454.49	908.98	40,904.15	-	-	-	-	-	-	-	-	-
Security System (Shredding)	775.00	210.57	58.49	29.25	-	58.49	116.98	29.25	2.92	5.85	263.21	-	-	-	-	-	-	-	-	-
Utilities	14,325.00	3,892.08	1,081.13	540.57	-	1,081.13	2,162.26	540.57	54.06	108.11	4,865.09	-	-	-	-	-	-	-	-	-
Janitorial/Maintenance	16,650.00	4,523.77	1,256.60	628.30	-	1,256.60	2,513.21	628.30	62.83	125.66	5,654.72	-	-	-	-	-	-	-	-	-
Landscaping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
General Repair	6,000.00	1,630.19	452.83	226.42	-	452.83	905.66	226.42	22.64	45.28	2,037.74	-	-	-	-	-	-	-	-	-
Pest Control	550.00	149.43	41.51	20.75	-	41.51	83.02	20.75	2.08	4.15	186.79	-	-	-	-	-	-	-	-	-
Depreciation (if applicable)*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	5,940.00	1,613.89	448.30	224.15	-	448.30	896.60	224.15	22.42	44.83	2,017.36	-	-	-	-	-	-	-	-	-
Public Access PC Costs	7,125.50	1,935.98	537.77	268.89	-	537.77	1,075.55	268.89	26.89	53.78	2,419.98	-	-	-	-	-	-	-	-	-
Equipment Maintenance/Rental (HVAC Only)	1,372.50	372.91	103.58	51.79	-	103.58	207.17	51.79	5.18	10.36	466.13	-	-	-	-	-	-	-	-	-
Common area supplies**	4,448.02	1,208.52	335.70	167.85	-	335.70	671.40	167.85	16.78	33.57	1,510.65	-	-	-	-	-	-	-	-	-
Other - please list		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	**$ 177,626.02**	**$ 48,260.65**	**$ 13,405.74**	**$ 6,702.87**	**$ -**	**$ 13,405.74**	**$ 26,811.47**	**$ 6,702.87**	**$ 670.29**	**$ 1,340.57**	**$ 60,325.82**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Less Cash Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-	-								-
Less Non-personnel In-kind Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-	-								-
Balance	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Number of FTEs cost sharing *Additional Costs* **0**

Additional Shared Services Costs	**Total**	**WP**	**UI**	**TAA**	**MSFW**	**VET**	**TANF**	**SNAP**	**VR**	**Adult Ed**	**WIOA**	**Perkins**	**Title V**	**Job Corps**	**Native Amer.**	**Youthbuild**	**CSBG**	**HUD**	**2nd Chance**	**Other*****
Joint Staff Training	$ 1,900.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Job Fair/Hiring Events/Business Svc Materials	$ 3,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Receptionist/Greeter	$ 7,540.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,540.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Signage and Outreach	$ 3,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Additional Costs	$ 15,440.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,540.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Title V - Goodwill Industries - Reception/Greeter	7,540.00	-	-	-	-	-	-	-	-	-	-		7,540.00	-	-	-	-	-	-	-
Less Cash Contributions	**$ 7,540.00**	-	-	-	-	-	-	-	-	-	-	-	**7,540.00**	-	-	-	-	-	-	-
Less In-kind Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-									-
Balance	**$ 7,900.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (7,540.00)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Grand Total Budget	**$ 185,526.02**	**$ 48,260.65**	**$ 13,405.74**	**$ 6,702.87**	**$ -**	**$ 13,405.74**	**$ 26,811.47**	**$ 6,702.87**	**$ 670.29**	**$ 1,340.57**	**$ 60,325.82**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Less Cash Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-									-
Less In-kind Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-									-
Balance	$ 185,526.02	$ 48,260.65	$ 13,405.74	$ 6,702.87	$ -	$ 13,405.74	$ 26,811.47	$ 6,702.87	$ 670.29	$ 1,340.57	$ 60,325.82	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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

WorkLink - Easley SC Works Center
Center Operating Budget for PY2020
July 1, 2020 - June 30, 2021
FTE Cost Allocation Methodology

Number of FT Employees	**0.90**	0.40	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	0.40	0

		Easley										
Infrastructure Costs	**Total**	**WP**	**UI**	**TAA**	**MSFW**	**Vet**	**TANF**	**SNAP**	**VR**	**Adult Ed**	**WIOA**	**Other*** **
Rent	4,800.00	2,133.33	-	-	-	-	-	-	533.33	-	2,133.33	-
Security System	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial/Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Landscaping	-	-	-	-	-	-	-	-	-	-	-	-
General Repair	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation (if applicable)*	-	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	-	-	-	-	-	-	-	-	-	-	-	-
Public Access PC Costs	285.00	126.67	-	-	-	-	-	-	31.67	-	126.67	-
Equipment Maintenance/Rental	-	-	-	-	-	-	-	-	-	-	-	-
Common area supplies**	445.95	198.20	-	-	-	-	-	-	49.55	-	198.20	-
Other - please list	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	**$ 5,530.95**	**$ 2,458.20**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 614.55**	**$ -**	**$ 2,458.20**	**$ -**
Carl D. Perkins - Rent Reduction	$ 1,566.00	696.00	-	-	-	-	-	-	174.00	-	696.00	-
Less Cash Contributions	**$ 1,566.00**	696.00	-	-	-	-	-	-	174.00	-	696.00	-
Less Non-personnel In-kind Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-	-
Balance	**$ 3,964.95**	**$ 1,762.20**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 440.55**	**$ -**	**$ 1,762.20**	**$ -**

Number of FTEs cost sharing *Additional Costs* **0**

Additional Shared Services Costs	**Total**	**WP**	**UI**	**TAA**	**MSFW**	**VET**	**TANF**	**SNAP**	**VR**	**Adult Ed**	**WIOA**	**Other**
List Allowable Cost Item Agreed To	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
List Allowable Cost Item Agreed To	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
List Allowable Cost Item Agreed To	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Additional Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Less Cash Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-	-
Balance	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Grand Total Budget	**$ 3,964.95**	**$ 1,762.20**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 440.55**	**$ -**	**$ 1,762.20**	**$ -**
Less Cash Contributions	**$ 1,566.00**	**$ 696.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 174.00**	**$ -**	**$ 696.00**	**$ -**
Less In-kind Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-	-
Balance	$ 3,964.95	$ 1,762.20	$ -	$ -	$ -	$ -	$ -	$ -	$ 440.55	$ -	$ 1,762.20	$ -

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

WorkLink - Seneca SC Works Center
Center Operating Budget for PY2020
July 1, 2020 - June 30, 2021
FTE Cost Allocation Methodology

Number of FT Employees	**2.20**	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.20	0.00	1.00	0.00

		Seneca										
Infrastructure Costs	**Total**	**WP**	**UI**	**TAA**	**MSFW**	**Vet**	**TANF**	**SNAP**	**VR**	**Adult Ed**	**WIOA**	**Other*** **
Rent	13,728.00	6,240.00	-	-	-	-	-	-	1,248.00	-	6,240.00	-
Security System		-	-	-	-	-	-	-	-	-	-	-
Utilities		-	-	-	-	-	-	-	-	-	-	-
Janitorial/Maintenance		-	-	-	-	-	-	-	-	-	-	-
Landscaping		-	-	-	-	-	-	-	-	-	-	-
General Repair		-	-	-	-	-	-	-	-	-	-	-
Pest Control		-	-	-	-	-	-	-	-	-	-	-
Depreciation (if applicable)*		-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	2,700.00	1,227.27	-	-	-	-	-	-	245.45	-	1,227.27	-
Public Access PC Costs	475.00	215.91	-	-	-	-	-	-	43.18	-	215.91	-
Equipment Maintenance/Rental		-	-	-	-	-	-	-	-	-	-	-
Common area supplies**	1,227.33	557.88	-	-	-	-	-	-	111.58	-	557.88	-
Other - please list		-	-	-	-	-	-	-	-	-	-	-
Other - please list		-	-	-	-	-	-	-	-	-	-	-
Other - please list		-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	**$ 18,130.33**	**$ 8,241.06**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,648.21**	**$ -**	**$ 8,241.06**	**$ -**
Carl D. Perkins - Rent Reduction	$ 4,482.00	2,037.27	-	-	-	-	-	-	407.45	-	2,037.27	-
Less Cash Contributions	**$ 4,482.00**	**$ 2,037.27**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 407.45**	**$ -**	**$ 2,037.27**	**$ -**
Less Non-personnel In-kind Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-	-
Balance	**$ 13,648.33**	**$ 6,203.79**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,240.76**	**$ -**	**$ 6,203.79**	**$ -**

Number of FTEs cost sharing *Additional Costs* **0**

Additional Shared Services Costs	**Total**	**WP**	**UI**	**TAA**	**MSFW**	**VET**	**TANF**	**SNAP**	**VR**	**Adult Ed**	**WIOA**	**Other**
List Allowable Cost Item Agreed To	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
List Allowable Cost Item Agreed To	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
List Allowable Cost Item Agreed To	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Additional Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Less Cash Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-	-
Balance	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Grand Total Budget	**$ 18,130.33**	**$ 8,241.06**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,648.21**	**$ -**	**$ 8,241.06**	**$ -**
Less Cash Contributions	**$ 4,482.00**	**$ 2,037.27**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 407.45**	**$ -**	**$ 2,037.27**	**$ -**
Less In-kind Contributions	**$ -**	-	-	-	-	-	-	-	-	-	-	-
Balance	$ 13,648.33	$ 6,203.79	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,240.76	$ -	$ 6,203.79	$ -

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

WorkLink LWDA
Center Operating Budget for PY2020
July 1, 2020 - June 30, 2021
FTE Cost Allocation Methodology

Number of FT Employees	**33.1**	11.0	2	1	0	2	4	1	0.5	0.2	11.4	0	0	0	0	0	0	0	0	0

	Total WorkLink SC Works Centers																			
Infrastructure Costs	**Total**	**WP**	**UI**	**TAA**	**MSFW**	**Vet**	**TANF**	**SNAP**	**VR**	**Adult Ed**	**WIOA**	**Perkins**	**Title V**	**Job Corps**	**Native Amer.**	**Youthbuild**	**CSBG (SHARE)**	**HUD**	**2nd Chance**	**Other*** **
Rent	152,696.00	50,510.14	9,089.81	4,544.91	-	9,089.81	18,179.62	4,544.91	2,628.05	908.98	53,199.77	-	-	-	-	-	-	-	-	-
Security System (Shredding)	775.00	210.57	58.49	29.25	-	58.49	116.98	29.25	2.92	5.85	263.21	-	-	-	-	-	-	-	-	-
Utilities	14,325.00	3,892.08	1,081.13	540.57	-	1,081.13	2,162.26	540.57	54.06	108.11	4,865.09	-	-	-	-	-	-	-	-	-
Janitorial/Maintenance	16,650.00	4,523.77	1,256.60	628.30	-	1,256.60	2,513.21	628.30	62.83	125.66	5,654.72	-	-	-	-	-	-	-	-	-
Landscaping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
General Repair	6,000.00	1,630.19	452.83	226.42	-	452.83	905.66	226.42	22.64	45.28	2,037.74	-	-	-	-	-	-	-	-	-
Pest Control	550.00	149.43	41.51	20.75	-	41.51	83.02	20.75	2.08	4.15	186.79	-	-	-	-	-	-	-	-	-
Depreciation (if applicable)*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	8,640.00	2,841.16	448.30	224.15	-	448.30	896.60	224.15	267.87	44.83	3,244.63	-	-	-	-	-	-	-	-	-
Public Access PC Costs	8,740.50	2,864.85	537.77	268.89	-	537.77	1,075.55	268.89	126.17	53.78	3,006.84	-	-	-	-	-	-	-	-	-
Equipment Maintenance/Rental (HVAC Only)	1,372.50	372.91	103.58	51.79	-	103.58	207.17	51.79	5.18	10.36	466.13	-	-	-	-	-	-	-	-	-
Common area supplies**	7,750.00	3,081.42	335.70	167.85	-	335.70	671.40	167.85	224.44	33.57	2,732.07	-	-	-	-	-	-	-	-	-
Other - please list		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	**$ 217,499.00**	**$ 70,076.51**	**$ 13,405.74**	**$ 6,702.87**	**$ -**	**$ 13,405.74**	**$ 26,811.47**	**$ 6,702.87**	**$ 3,396.24**	**$ 1,340.57**	**$ 75,656.99**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Less Cash Contributions	**$ 10,530.00**	5,806.64	-	-	-	-	-	-	709.51	-	4,013.84	-	-	-	-	-	-	-	-	-
Less Non-personnel In-kind Contributions	**$ 10,530.00**	5,806.64	-	-	-	-	-	-	709.51	-	4,013.84	-	-	-	-	-	-	-	-	-
Balance	**$ 206,969.00**	**$ 64,269.86**	**$ 13,405.74**	**$ 6,702.87**	**$ -**	**$ 13,405.74**	**$ 26,811.47**	**$ 6,702.87**	**$ 2,686.73**	**$ 1,340.57**	**$ 71,643.15**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Number of FTEs cost sharing *Additional Costs* **0**

Additional Shared Services Costs	**Total**	**WP**	**UI**	**TAA**	**MSFW**	**VET**	**TANF**	**SNAP**	**VR**	**Adult Ed**	**WIOA**	**Perkins**	**Title V**	**Job Corps**	**Native Amer.**	**Youthbuild**	**CSBG**	**HUD**	**2nd Chance**	**Other*** **
Joint Staff Training	$ 1,900.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Job Fair/Hiring Events/Business Svc Materials	$ 3,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Receptionist/Greeter	$ 7,540.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,540.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Signage and Outreach	$ 3,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Additional Costs	$ 15,440.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,540.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Title V - Goodwill Industries - Reception/Greeter	7,540.00	-	-	-	-	-	-	-	-	-	-		7,540.00	-	-	-	-	-	-	-
Less Cash Contributions	7,540.00	-	-	-	-	-	-	-	-	-	-	-	**7,540.00**	-	-	-	-	-	-	-
Less In-kind Contributions	$ -	-	-	-	-	-	-	-	-	-	-									-
Balance	**$ 7,900.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Grand Total Budget	**$ 214,869.00**	**$ 64,269.86**	**$ 13,405.74**	**$ 6,702.87**	**$ -**	**$ 13,405.74**	**$ 26,811.47**	**$ 6,702.87**	**$ 2,686.73**	**$ 1,340.57**	**$ 71,643.15**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Less Cash Contributions	**$ 206,969.00**	**$ 64,269.86**	**$ 13,405.74**	**$ 6,702.87**	**$ -**	**$ 13,405.74**	**$ 26,811.47**	**$ 6,702.87**	**$ 2,686.73**	**$ 1,340.57**	**$ 71,643.15**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Less In-kind Contributions	$ -	-	-	-	-	-	-	-	-	-	-									-
Balance	$ 214,869.00	$ 64,269.86	$ 13,405.74	$ 6,702.87	$ -	$ 13,405.74	$ 26,811.47	$ 6,702.87	$ 2,686.73	$ 1,340.57	$ 71,643.15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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

SC Works WorkLink

STAFFING ADDENDUM SIGNATURE SHEET

Date Prepared: 2/20/2020

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

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

Comprehensive Center	SC Works (location)	SC Works (location)	SC Works (location)
Clemson SC Works 1376 Tiger Blvd, Ste 102 Clemson, SC 29631	Anderson SC Works 512 Michelin Blvd Anderson, SC 29626	Seneca SC Works Center 104 Vocational Dr, Seneca, SC 29672	Easley SC Works 1774 Powdersville Hwy, Easley, SC 29642

	WIOA & Other Partner Funded Staff	DSS Funded Staff	VR Funded Staff	DEW Funded Staff	Adult Ed Funded Staff	Total Center Staff	Proportionate Share %				
							WIOA	DSS	VR	DEW	Ad Ed
SC Works Anderson	1	0	.1	2.4	0	3.5	28 %	0 %	3 %	69 %	0 %
SC Works Clemson	9	5	.1	12.2	.2	26.5	34 %	19 %	0 %	46 %	1 %
SC Works Easley	.4	0	.1	.4	0	.9	45 %	0 %	11 %	44 %	0 %
SC Works Seneca	1	0	.2	1	0	2.2	46 %	0 %	9 %	45 %	0 %

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

Staff Name (includes ALL Center staff)	Center and Program Assigned to Work	# of Days and/or Half-days Assigned to Work per Week (e.g.: 1 day= .20; half-day= .10)
Cynthia Sprinkle	Anderson SC Works Center, Wagner Peyser	5 days per week
Janice Chastain	Anderson SC Works Center, Wagner Peyser	5 days per week
Julie Stephenson	Anderson SC Works Center, Wagner Peyser	.4(or 2 days) per week
Jeff Snider	Anderson SC Works Center, WIOA	5 days per week
Joneicia Williams	Anderson SC Works Center, VR	.1 (or half day) per week
Pat Pruitt	Clemson SC Works Center, Wagner Peyser	5 days per week
Diana Goldwire	Clemson SC Works Center, Wagner Peyser	1 FTE
Ginger Davis	Clemson SC Works Center, TAA	5 days per week
Debra Lattimore	Clemson SC Works Center, UI	5 days per week
Julie Stephenson	Clemson SC Works Center, Wagner Peyser	.6 (or 3 days) per week
Chipper Williams	Clemson SC Works Center, Wagner Peyser	5 days per week
Monia Gary	Clemson SC Works Center, Wagner Peyser	5 days per week
Leanne Cobb	Clemson SC Works Center, Wagner Peyser	5 days per week
Brent Oxley	Clemson SC Works Center, Wagner Peyser	5 days per week
Susan Stockton	Clemson SC Works Center, Veterans	5 days per week
Vet Rep – TBD	Clemson SC Works Center, Veterans	5 days per week
Ashlee Perez-Roces	Clemson SC Works Center, Wagner Peyser	.6 (or 3 days) per week
UI Rep-RESEA Floater	Clemson SC Works Center, UI	5 days per week
JT Parnell	Clemson SC Works Center, WIOA	5 days per week
Renee Alexander	Clemson SC Works Center, WIOA	.4 (or 2 days) per week
Charlotte McDonald	Clemson SC Works Center, WIOA	5 days per week
William Hunter	Clemson SC Works Center, WIOA	.6 (or 3 days) per week
Karen Hamrick	Clemson SC Works Center, WIOA	5 days per week
Trent Acker	Clemson SC Works Center, WIOA	5 days per week
Jennifer Kelly	Clemson SC Works Center, WIOA	5 days per week
Windy Graham	Clemson SC Works Center, WIOA	5 days per week
Sharon Crite	Clemson SC Works Center, WIOA	5 days per week
Meredith Durham	Clemson SC Works Center, WIOA	5 days per week
Ieasha Lewis	Clemson SC Works Center, DSS SNAP	5 days per week
Shea Marsden	Clemson SC Works Center, DSS TANF	5 days per week
TANF – TBD	Clemson SC Works Center, DSS TANF	5 days per week
TANF – TBD	Clemson SC Works Center, DSS TANF	5 days per week

TANF – TBD	Clemson SC Works Center, DSS TANF	5 days per week
Casey Smith	Clemson SC Works Center, VR	.1 (or 1/2 day) per week
Rhonda Kaiser	Clemson SC Works Center, Adult Ed	.2 (or 2 half days) per week
Ashlee Perez-Roces	Easley SC Works Center, Wagner Peyser	.4 (2 days) per week
William Hunter	Easley SC Works Center, WIOA	.4 (or 2 days) per week
Casey Smith	Easley SC Works Center, VR	.1 (or ½ day) per week
Stephanie Blake	Seneca SC Works Center, Wagner Peyser	5 days per week
Leslie Thrasher	Seneca SC Works Center, WIOA	5 days per week
Sherri Wright	Seneca SC Works Center, VR	.2 (or 1 day) per week

Agreement Period as of this Addendum

Beginning Date: 7/1/2020 **Ending Date: 6/30/2021**

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

Approved for Local Area:
Staff Name: Steve Pelissier
Title: SCACOG, Executive Director
_____

Signature Date

Approved for Partner:
Staff Name:
Title:
_____

Signature Date

Approved for Partner:

Staff Name:
Title:
_____

Signature Date

Approved for Partner:

Staff Name:
Title:
_____

Signature Date

Approved for Partner:
Staff Name:
Title:
_____

Signature Date

Approved for Partner:
Staff Name:
Title:
_____

Signature Date

TANF – TBD	Clemson SC Works Center, DSS TANF	5 days per week
Casey Smith	Clemson SC Works Center, VR	.1 (or 1/2 day) per week
Rhonda Kaiser	Clemson SC Works Center, Adult Ed	.2 (or 2 half days) per week
Ashlee Perez-Roces	Easley SC Works Center, Wagner Peyser	.4 (2 days) per week
William Hunter	Easley SC Works Center, WIOA	.4 (or 2 days) per week
Casey Smith	Easley SC Works Center, VR	.1 (or ½ day) per week
Stephanie Blake	Seneca SC Works Center, Wagner Peyser	5 days per week
Leslie Thrasher	Seneca SC Works Center, WIOA	5 days per week
Sherri Wright	Seneca SC Works Center, VR	.2 (or 1 day) per week

Agreement Period as of this Addendum

Beginning Date: **7/1/2020** **Ending Date: 6/30/2021**

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

Approved for Local Area:
Staff Name: Steve Pelissier
Title: SCACOG, Executive Director

Signature Date

Approved for Partner: DEW Regional Manager
Staff Name:
Title:

Signature Date

Approved for Partner:

Staff Name:
Title:

Signature Date

Approved for Partner:

Staff Name:
Title:

Signature Date

Approved for Partner:
Staff Name:
Title:

Signature Date

Approved for Partner:
Staff Name:
Title:

Signature Date

PY2020

TANF – TBD	Clemson SC Works Center, DSS TANF	5 days per week
Casey Smith	Clemson SC Works Center, VR	.1 (or 1/2 day) per week
Rhonda Kaiser	Clemson SC Works Center, Adult Ed	.2 (or 2 half days) per week
Ashlee Perez-Roces	Easley SC Works Center, Wagner Peyser	.4 (2 days) per week
William Hunter	Easley SC Works Center, WIOA	.4 (or 2 days) per week
Casey Smith	Easley SC Works Center, VR	.1 (or ½ day) per week
Stephanie Blake	Seneca SC Works Center, Wagner Peyser	5 days per week
Leslie Thrasher	Seneca SC Works Center, WIOA	5 days per week
Sherri Wright	Seneca SC Works Center, VR	.2 (or 1 day) per week

Agreement Period as of this Addendum

Beginning Date: **7/1/2020** **Ending Date: 6/30/2021**

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

Approved for Local Area:
Staff Name: Steve Pelissier
Title: SCACOG, Executive Director

Signature Date

Approved for Partner: Department of Social Services
Staff Name: Tammy James
Title: Director, Division of Employment Services

Tammy James Digitally signed by Tammy James DN: cn=Tammy James, o=Department of Social Services, ou=Employment Services, email=tammy.james@dss.sc.gov, c=US Date: 2020.05.15 16:10:28 -04'00'

Signature Date

Approved for Partner:

Staff Name:
Title:

Signature Date

Approved for Partner:

Staff Name:
Title:

Signature Date

Approved for Partner:
Staff Name:
Title:

Signature Date

Approved for Partner:
Staff Name:
Title:

Signature Date

PY2020

TANF – TBD	Clemson SC Works Center, DSS TANF	5 days per week
Casey Smith	Clemson SC Works Center, VR	.1 (or 1/2 day) per week
Rhonda Kaiser	Clemson SC Works Center, Adult Ed	.2 (or 2 half days) per week
Ashlee Perez-Roces	Easley SC Works Center, Wagner Peyser	.4 (2 days) per week
William Hunter	Easley SC Works Center, WIOA	.4 (or 2 days) per week
Casey Smith	Easley SC Works Center, VR	.1 (or ½ day) per week
Stephanie Blake	Seneca SC Works Center, Wagner Peyser	5 days per week
Leslie Thrasher	Seneca SC Works Center, WIOA	5 days per week
Sherri Wright	Seneca SC Works Center, VR	.2 (or 1 day) per week

Agreement Period as of this Addendum

Beginning Date: **7/1/2020** **Ending Date: 6/30/2021**

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

Approved for Local Area:
Staff Name: Steve Pelissier
Title: SCACOG, Executive Director

Signature Date

Approved for Partner: SCVRD

Staff Name: Jacob Chorey
Title: Director of Planning & Program Evaluation
Jacob Chorey 6-9-2020

Signature Date

Approved for Partner:
Staff Name:
Title:

Signature Date

Approved for Partner:
Staff Name:
Title:

Signature Date

Approved for Partner:
Staff Name:
Title:

Signature Date

Approved for Partner:
Staff Name:
Title:

Signature Date

"APPROVED AS TO FORM"
Jeanna J. Lisowski
SCVRD Legal Counsel

MOU Attachment G

CONFIDENTIALITY AGREEMENT

BETWEEN

THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

AND

WORKLINK WORKFORCE DEVELOPMENT AREA

This Confidentiality Agreement is entered into as of July 1, 2018, by and between the South Carolina Department of Employment and Workforce (DEW) and the WorkLink Workforce Development Area ("LWDA").

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

ARTICLE I

DURATION OF AGREEMENT

This Agreement shall take effect upon the signatures of both parties and shall terminate at the end of the third program year, June 30, 2018. This agreement may be renewed as permitted by federal and state law. The confidentiality requirements of this Agreement shall survive the term of this Agreement.

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

ARTICLE II

APPLICABLE CONFIDENTIALITY LAWS AND REGULATIONS

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

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

5. Tax Information Security Guidelines for Federal, State and Local Agencies, IRS Publication 1075;

6. Office of Management and Budget M-07-16; and

7. SC Department of Employment and Workforce Personal Identification Information (PII) Handling and Confidentiality Policy.

ARTICLE III

DEFINITIONS

1. CONFIDENTIAL INFORMATION

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

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

2. PERSONALLY IDENTIFIABLE INFORMATION

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

ARTICLE IV

INFORMATION DISCLOSED PURSUANT TO THIS AGREEMENT

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

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

DEW Workforce Information Portal ("Portal").

ARTICLE V

PURPOSES FOR REQUESTING INFORMATION

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

ARTICLE VI

REQUIRED SAFEGUARDS

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

The individual recipient of any confidential information is required to:

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

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

1. Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this Agreement, and the sanctions specified by South Carolina law for unauthorized disclosure of confidential information.

2. Sign an acknowledgement that all personnel, including contractors and service providers, having access to the disclosed information have been instructed in accordance with this Agreement and will adhere to DEW's confidentiality requirements and procedures. (See Attachment A).

a. It is the understanding pursuant to this Agreement that the LWDA will be working on this project exclusively. Prior to any additional personnel, contractors, or service providers of the LWDA joining this project, the LWDA will notify DEW so the acknowledgement can be executed prior to any disclosure to the additional personnel.

3. Dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means the return of the information to DEW or destruction of the information, as instructed and approved by DEW. If destruction of the information is requested by DEW, LWDA will destroy the information within an approved timeframe. LWDA will provide a certificate of destruction.

4. Maintain a system sufficient to allow an audit of compliance with the requirements of this Agreement.

ARTICLE VII

REDISCLOSURE OF CONFIDENTIAL UC INFORMATION

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

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

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

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

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

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

ARTICLE VIII

METHODS AND TIMING OF REQUESTS FOR INFORMATION

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

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

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

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

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

ARTICLE IX

COSTS FOR FURNISHING INFORMATION

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

ARTICLE X

ON-SITE INSPECTIONS

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

ARTICLE XI

BREACH, ENFORCEMENT, TERMINATION AND MODIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

South Carolina Department of Employment and Workforce	WorkLink LWDA
_____	_____
Executive Director	(Signatory Official)
_____	_____
Date	Date

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

REGARDING

CONFIDENTIAL INFORMATION FROM DEW

ORGANIZATION NAME _____

EXECUTIVE SIGNATURE _____
(Signatory Official)

EMPLOYEE NAME _____

EMPLOYEE POSITION _____

DATE _____

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

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

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

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

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

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

User

Signature _____ Date _____

June 26, 2020

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

Re: PY 20 Grant Awards for Youth Program Services

Dear Mr. Reed:

The Executive Committee of the WorkLink Workforce Development Board voted to award a grant agreement for Youth WIOA program services (authorized under Title 1-B of the Workforce Innovation and Opportunity Act of 2014) to Eckerd Workforce Services on June 26, 2020.

Please allow this letter to serve for the following reasons:

1. To confirm that WorkLink Workforce Development Board intends to award grant number **20Y495E3** for Program Year 2020 in the total amount of $525,000.

2. To confirm authorization for Eckerd Workforce Services to incur generally accepted program costs against the above cited grant extension not to exceed:
   - **$120,000 in Youth funds**

   until the fully executed contract and budget are complete. Eckerd Workforce Services should adhere to the budgeted line items approved by the WorkLink Board on June 26, 2020.

Funding amount outlined in item number 2 should be considered obligated to Eckerd Workforce Services as of the issuance date of this letter, June 26, 2020.

The youth services provider should not make any large purchases at this time with program funds.

WorkLink WDB has made available to the youth services provider/contractor what is available to the WDB during this timeframe. Therefore, the total amount listed in number two (2) of this letter (first quarter of PY 20) MUST be adhered to; WorkLink WDB will not reimburse the Youth Service Provider for any costs over the funding limits set forth in this letter. Please notify us immediately if costs reach 90% or greater of the total listed above in number two (2).

3. To confirm that WorkLink Workforce Development Board intends to award the remaining grant amount upon receipt of the final PY20 Notice of Funds Authorized (NFA) for Youth and evaluation of funding levels.
   a. If an unforeseen reduction occurs Eckerd Workforce Services may see a reduction as well.
   b. WorkLink WDB anticipates receiving the final PY20 Youth NFA prior to July 1, 2020; 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 Trent Acker at 864-646-1458.

Sincerely,

Steven R Pelissier

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

CC: Trent Acker, WorkLink Executive Director
Mike Wallace, WorkLink WDB Chair

Attachments:

- Board Approved PY20 Youth Services Budget
- Statement of Work PY20 Youth Program Services
- WIOA Terms and Conditions
- WIOA Terms and Conditions Local Addendum

Acknowledgement of Receipt:

Randall W Luecke June 30, 2020

Randall Luecke Date
Chief Financial Officer
Eckerd Workforce Services

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Innovation and Opportunity Act

GRANT BUDGET SUMMARY

BUDGET "A"

Service Provider: Eckerd Connects Contract #: 20Y495E3

Project/Activity: Youth Funding Source: WIOA Youth Modification #: Original

Line Items	Administrative	Non-Administrative	Total Budget Amount	In-Kind Contributions *
Salaries & Fringe Benefits	$ -	$ 366,600	$ 366,600	$ -
Facilities/Rent Costs (space)	$ -	$ 4,800	$ 4,800	$ -
Non-Expendable Equipment Costs	$ -	$ -	$ -	$ -
Operating Expenses	$ -	$ 15,852	$ 15,852	$ -
WI Customer Wages and Fringe Benefits		$ 10,659	$ 10,659	$ -
WI Customer Individualized Training Costs		$ 27,544	$ 27,544	$ -
WI Customer Supportive Services Costs		$ 35,481	$ 35,481	$ -
WI Customer Needs-Based/Needs-Related Payment Costs		$ -	$ -	$ -
WI Payments to Employers Costs		$ -	$ -	$ -
Staff Training/Tech Services Costs	$ -	$ -	$ -	$ -
Other Direct Costs	$ -	$ 6,600	$ 6,600	$ -
Training Fees/Professional Fees/ Profit	$ -	$ -	$ -	$ -
Indirect Costs	$ -	$ 57,464	$ 57,464	$ -
Total Budget Costs	$ -	$ 525,000	$ 525,000	$ -
Percentage of Budget	0%	100%	100%	
Cost Limitations	2% Maximum	At least 98%	100%	

* In-Kind Contributions should not be included when calculating the Percentage of the Budget.

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Innovation and Opportunity Act

STAFF SALARIES, FRINGE BENEFITS & INDIRECT COST

Service Provider: ECKERD CONNECTS Contract #: 20Y495E3

Project/ Activity: YOUTH Funding Source: WIOA Youth Mod #: ORIGINAL

STAFF & INDIRECT COST - BUDGET SUMMARY

SALARIES, FRINGE BENEFITS, & INDIRECT COST					ADMINISTRATION		NON-ADMINISTRATIVE		In-Kind Contributions*	WEX %	WEX Cost
Staff Salaries: Position Title	Salary Per Month	No. of Months	% of Time	TOTAL AMOUNT	%	Amount	%	Amount			
TOTAL SALARIES				**$ 290,634.29**		**$ -**		**$290,634**	**$ -**		**$ 73,768.75**
FRINGE BENEFITS:											
FICA	7.65%	X	$ 290,634	$ 22,233.52	0%	$0	100%	$22,234	$ -		$ 5,643.31
Workers Comp.	0.75%	X	$ 290,634	$ 2,179.76	0%	$0	100%	$2,180	$ -		$ 553.27
Health & Wealth (Pos. Level)	14.94%	X	$ 290,634	$ 43,414.43	0%	$0	100%	$43,414	$ -		$ 11,019.44
Ret. / Pension	2.20%	X	$ 290,634	$ 6,393.95	0%	$0	100%	$6,394	$ -		$ 1,622.91
Unemployment Insurance	0.60%	X	$ 290,634	$ 1,743.81	0%	$0	100%	$1,744	$ -		$ 442.61
Other (Specify)	0.00%	X	$ -	$ -	0%	$0	100%	$0	$ -		$ -
TOTAL FRINGE BENEFITS				**$ 75,965.47**		**$0**		**$75,965**	**$ -**		**$ 19,281.55**
INDIRECT COST: RATE	**14.77%**	**X**	**$ 389,053**	**$ 57,464.16**	0%	$0	100%	$57,464	**$ -**		
TOTAL COST				**$ 424,064**		**$ -**		**$ 424,064**	**$ -**		**$ 93,050.30**
										Stipends	$ 10,659.00
										TOTAL WEX	**$ 103,709.30**
											20%

Each position must be supported by a job description.

A current copy of your "Indirect Cost Rate" as approved by your Cognizant Agency and description of the costs covered must be attached to the budget as an Exhibit

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Innovation and Opportunity Act

COST AND PRICE ANALYSIS WORKSHEET

Service Provider: ECKERD CONNECTS | Contract #: 20Y495E3

Project/Activity: YOUTH | Fund Source: WIOA Youth | Mod #: Original

Cost and Price Analysis	Total Cost	Administrative	Non-Administrative	In-Kind Contributions
FACILITIES COST *				
Total Cost of Facilities or Rent	$ 4,800.00	$ -	$ 4,800.00	$ -
NON-EXPENDABLE EQUIPMENT				
Equipment Rental Cost *				
Non-Expendable Equipment Purchases	$ -	$ -	$ -	$ -
Wide Area Network (WAN) Equipment and Computer Software	$ -	$ -	$ -	$ -
Total Cost of Non-Expendable Equipment	$ -	$ -	$ -	$ -
OPERATING EXPENSES				
Communications				
Local Telephone Cost/Cell Phones	$ 4,464.00	$ -	$ 4,464.00	$ -
Long Distance Telephone Cost	$ -	$ -	$ -	$ -
Wide Area Network Lines/Internet	$ 480.00	$ -	$ 480.00	$ -
Postage ( )	$ 1,300.00	$ -	$ 1,300.00	$ -
Facsimile (Fax)	$ -	$ -	$ -	$ -
Total Cost of Communications	$ 6,244.00	$ -	$ 6,244.00	$ -
Staff Travel				
Local Mileage cost	$ 5,410.18		$ 5,410.18	$ -
Non-Local Mileage cost	$ -	$ -	$ -	$ -
Non-Local Per Diem/Lodging Cost	$ -	$ -	$ -	$ -
Total Cost of Staff Travel	$ 5,410.18	$ -	$ 5,410.18	$ -
Expendable Supplies and Materials				
Office/Desktop Supplies and Materials Cost	$ 1,200.00	$ -	$ 1,200.00	$ -
Copying Cost *	$ 1,200.00	$ -	$ 1,200.00	$ -
WI Customer Supplies and Materials Cost *	$ -	$ -	$ -	$ -
Software Licenses	$ 1,798.00	$ -	$ 1,798.00	$ -
Total Cost of Supplies and Materials	$ 4,198.00	$ -	$ 4,198.00	$ -
Equipment Maintenance and Repairs Cost *	$ -	$ -	$ -	$ -
Utilities Cost *	$ -	$ -	$ -	$ -
Total Operating Expenses	$ 15,852.18	$ -	$ 15,852.18	$ -
WI CUSTOMER WAGES AND FRINGE BENEFITS				
Work Experience Wages and Fringe Benefits				
Work Experience Wage Cost	$ -		$ -	$ -
Work Experience Fringe Benefits Cost	$ -		$ -	$ -
Total Cost of Work Experience	$ -		$ -	$ -
Limited Internship Wages and Fringe Benefits				
Limited Internship Wage Cost	$ -		$ -	$ -
Limited Internship Fringe Benefits Cost	$ -		$ -	$ -
Total Cost of Limited Internship	$ -		$ -	$ -
Miscellaneous Wage Cost (Specify) _____				
WEX Stipends_____ Wage Cost	$ 10,659.00		$ 10,659.00	$ -
_____ Fringe Benefits Cost	$ -		$ -	$ -
Total Cost of _____	$ 10,659.00		$ 10,659.00	$ -
Total Cost of WI Customer Wages & Fringe Benefits	$ 10,659.00		$ 10,659.00	$ -
WI CUSTOMER INDIVIDUALIZED TRAINING COSTS				
Tuition Cost	$ 10,000.00		$ 10,000.00	$ -
Instructional Supply Cost	$ 2,000.00		$ 2,000.00	$ -
Other Individualized Training Cost (Credential Exam Fees)	$ 13,000.00		$ 13,000.00	$ -
Individual Training Account/Voucher Cost	$ 2,544.00		$ 2,544.00	$ -
Total Cost WI Customer Individualized Training	$ 27,544.00		$ 27,544.00	$ -
WI CUSTOMER SUPPORTIVE SERVICES COSTS				
Child Care	$ -		$ -	$ -
Transportation	$ 12,396.29		$ 12,396.29	$ -
Training Payment Cost (Summer Youth Only)	$ -		$ -	$ -
Client Incentives	$ 23,084.57		$ 23,084.57	$ -

Client Training Support Materials	$ -		$ -	$ -
Client Emergency Assistance & Expungements	$ -		$ -	$ -
Total Cost of Customer Support Services	$ 35,480.86		$ 35,480.86	$ -
WI CUSTOMER NEEDS-BASED/NEED-RELATED PAYMENTS				
List Type and Amount	$ -		$ -	$ -
_____	$ -		$ -	$ -
_____	$ -		$ -	$ -
_____	$ -		$ -	$ -
Total Cost of WI Needs Based/Need-Related Payments	$ -		$ -	$ -
WI PAYMENTS TO EMPLOYERS				
On-the-Job Training (OJT)	$ -		$ -	$ -
Job Creation Payment Cost	$ -		$ -	$ -
Total Cost of WI Payments to Employers	$ -		$ -	$ -
STAFF TRAINING/TECHNICAL SERVICES COSTS				
List Type and Amount				
Staff Training Registration Costs	$ -	$ -	$ -	$ -
_____	$ -	$ -	$ -	$ -
_____	$ -	$ -	$ -	$ -
_____	$ -	$ -	$ -	$ -
Total Cost of Staff Training/Technical Services	$ -	$ -	$ -	$ -
OTHER DIRECT COSTS				
List Type and Amount				
General Liability Insurance	$ 3,150.00	$ -	$ 3,150.00	$ -
Participant Outreach	$ -	$ -	$ -	$ -
Participant Graduation Fees (6595)	$ 1,750.00	$ -	$ 1,750.00	$ -
Staff Background Checks	$ 200.00	$ -	$ 200.00	$ -
Participant Verification	$ 1,500.00	$ -	$ 1,500.00	$ -
Total Other Direct Costs	$ 6,600.00	$ -	$ 6,600.00	$ -
TRAINING/PROFESSIONAL FEES/PROFIT				
Budgeted Profit	$ -	$ -	$ -	$ -
Professional Fees	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -
Total Cost of Training/Professional Fees/Profit	$ -	$ -	$ -	$ -

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Innovation and Opportunity Act

CLIENT FLOW PROJECTIONS

Service Provider: Eckerd Connects Contract #: 20Y495E3

Project Activity: Youth Fund Source: WIOA Youth

Period	Clients Served			Clients Exited			Active Clients
	Carryover	New	Cumulative	Positive	Negative	Cumulative	
July	48	3	51	0	0	0	0
August		3	54	0	0	0	0
September		15	69	0	0	0	0
October		15	84	0	0	0	0
November		15	99	0	0	0	0
December		3	102	0	0	0	0
January		10	112	0	0	0	0
February		10	122	0	0	0	0
March		14	136	0	0	0	0
April		14	150	0	0	0	0
May		6	156	0	0	0	0
June		0	156	0	0	0	0
Carryovers	48	**108**	156				
New Enrollments	108						
Follow-up	100						
Total Served	256						
Planned Carrover	48						

Active Clients equal Cumulative Clients Served minus Cumulative Clients Exited

WorkLink Youth Budget Comparison

		PY 20 Budget Original	Change		PY20 Budget Revision 1	NOTES
Slot Level						
		156	0		156	Tentative (anticipate reduction in # to be served if budget is not restored). SEGC
Staff Costs						
Sub-Total of Staff Costs		**$ 290,634.29**	**$ (0.00)**		**$ 290,634.29**	
Fringe Benefits	**Rate**					
FICA	7.65%	$ 22,233.52	$ 0.00	7.65%	$ 22,233.52	
Workers Comp.	0.75%	$ 2,179.76	$ (0.00)	0.75%	$ 2,179.76	
Health Insurance	16.86%	$ 43,414.01	$ 0.46	14.94%	$ 43,414.47	
Retirement	2.00%	$ 6,393.95	$ 0.00	2.20%	$ 6,393.95	
Unemployment Insurance	0.60%	$ 1,743.81	$ (0.00)	0.60%	$ 1,743.81	
Other (Specify)						
Sub-Total Fringe:	**27.86%**	**$ 75,965.05**	**$ 0.45**		**$ 75,965.51**	
Operating Costs						
Facility Costs	6185	$ 9,600.00	$ (4,800.00)		$ 4,800.00	$1200 annually paid at $300 per quarter
Non-Expendable Equipment	6080	$ 6,000.00	$ (6,000.00)		$ -	6 Staff Dell Latitude Laptops with MS Office 365 to be revisted after 1st quarter.
Wide Area Network Costs	6265	$ 480.00	$ -		$ 480.00	$40 Mo X 12 Mo for Internet at Anderson Adult Ed
Postage	6005	$ 1,366.00	$ (66.00)		$ 1,300.00	$108.33 Mo X 12 Mo for Postage and FedEx of Participant Stipends for WEX
Staff Cell Phones	6270	$ 4,464.00	$ -		$ 4,464.00	$372 Mo X 12 Mo (Cell phones at $62 Per Mo X 6 Staff)
Local Mileage	6105	$ 5,409.60	$ 0.58		$ 5,410.18	9,409 Miles X $0.575 per mile (Avg of 1,568 miles per staff annually)
Non-Local Mileage/Travel		$ 1,500.00	$ (1,500.00)		$ -	No staff out of town travel during PY 20
Consummable Supplies	6000	$ 1,266.00	$ (66.00)		$ 1,200.00	$100 Mo X 12 Mo (Based on last 2 years average)
Copy/Print	6730	$ 1,200.00	$ -		$ 1,200.00	$100 Mo X 12 Mo (Based on last 2 years average)
Software Licenses	6095	$ 1,798.00	$ -		$ 1,798.00	$299.66 X 6 Staff (Annual license fee for Empyra)
Staff Training Registration Costs	5110	$ 1,500.00	$ (1,500.00)		$ -	No staff training during PY 20-multiple free conferences are being offered by various agencies
Participant Outreach	6735	$ 300.00	$ (300.00)		$ -	No participant outreach items will be purchased in PY 20
Staff Background Checks	5100	$ 200.00	$ -		$ 200.00	$50 Ea. X 4 Staff (Based on schedule for new Background Check updates)
Sub-Total Operating		**$ 35,083.60**	**$ (14,231.42)**		**$ 20,852.18**	
Training						
Work Experience Stipends	6507	$ 37,000.00	$ (26,341.00)		$ 10,659.00	This plan is to serve 6 students in work experience with average total payment of $1776.50 per student working 215 hours. Work experience max is 256 hours at $8.25 per hour. Students rarely work the max
Tuition Cost (Adult Education)	6520	$ 15,000.00	$ (5,000.00)		$ 10,000.00	Serving 108 students at an average of $92.50 per student.
Instructional Support Materials	6545	$ -	$ -		$ -	Moved to 6546
Credential Exam Fees	6525	$ 13,000.00	$ -		$ 13,000.00	87 students to take GED full battery tests at $149.42
Individual Training Accounts	6530	$ 13,860.00	$ (11,316.00)		$ 2,544.00	2 students can receive occupational training at $1122 each.
Participant Verification	6516	$ 1,500.00	$ -		$ 1,500.00	125 employment verifications for follow up at $12 each.
Participant Graduation Fees	6595	$ 3,478.17	$ (1,728.17)		$ 1,750.00	39 low income students at $44.87 each for graduation fees.
Sub-Total Training		**$ 83,838.17**	**$ (44,385.17)**		**$ 39,453.00**	

Supportive Services						
Childcare	6660	$ 1,200.00	$ (1,200.00)		$ -	No child care in PY 20. Child care is not a typical request from an youth pariicipant
Transportation	6485	$ 15,000.00	$ (2,603.71)		$ 12,396.29	$252.98 for 49 low income individuals during PY 20
Client Incentives	6585	$ 30,000.00	$ (6,915.43)		$ 23,084.57	136 students earning at least one incentive of $169.73
Client Training Support Materials (Supplies & Books)	6546	$5,000.00	$ (3,000.00)		$ 2,000.00	62 students receiving training supplies at an average of $32.25.
Client Emergency Asst. & Expungements	6596	$ 500.00	$ (500.00)		$ -	No emergency assistance or expungements will be provided in PY 20
Sub-Total of Supportive Services		**$ 51,700.00**	**$ (14,219.14)**		**$ 37,480.86**	
Sub-Total of Contract Costs		**$ 537,221.11**	**$ (72,835.27)**		**$ 464,385.84**	
Indirect Cost & Fees						
Indirect Cost (MTDC)	14.77%	$ 59,178.89	$ (1,714.73)	14.77%	$ 57,464.16	Eckerd has a Federally approved indirect rate from Health & Human Services of 14.77% on a modified direct cost basis (MTDC). The indirect on the total contract value is 9.86%.
General Liability (Eckerd)	0.06%	$ 3,600.00	$ (450.00)	0.06%	$ 3,150.00	$525,000 X 0.06% = $3,150
Sub-Total of Indirect & Fees		**$ 62,778.89**	**$ (2,164.73)**		**$ 60,614.16**	
		$ 600,000.00	**$ (75,000.00)**		**$ 525,000.00**	

Part II
Statement of Work

Eckerd Connects Workforce Development, Inc.
YOUTH ACTIVITIES
Grant # 20Y495E3

1.0 TITLE

1.1 **Eckerd Connects Workforce Development, Inc.** - Palmetto Youth Connections (PYC) hereinafter referred to as the Grantee, having entered into this contractual agreement with the **SC Appalachian Council of Governments**, hereinafter referred to as the Administrative Entity for the WorkLink Local Workforce Development Area, shall provide services and perform functions and program activities as outlined herein, pursuant to provisions and regulations of the Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-228, July 22, 2014). Services, functions, and program activities specified herein shall be provided to eligible WIOA Title I youth participants, who reside in Anderson, Oconee, or Pickens Counties in the State of South Carolina. It is the responsibility of the Grantee to become familiar with the requirements of the Act, **Final Rules and Regulations** (**FR&R**)-(See Code of Federal Regulations (CFR) Part 681 (Youth Activities under Title 1 of the Workforce Innovation and Opportunity Act) of the Federal Register dated August 19, 2016), OMB Circular 2 CFR 200, and Training & Employment Guidance Letter (TEGL) for purposes of providing the activities and services described, in part, in this grant.

1.2 **Disclaimer:** WorkLink Workforce Development Board (WDB) may request modification of program design or the delivery of services due to, interpretation of WIOA Act and Regulations, Final Rules and Regulations **(FR&R)**-(see Federal Register Part 681(Youth Activities under Title 1 of the Workforce Innovation and Opportunity Act) dated August 19, 2016), changes in Terms and Conditions, Training and Employment Guidance Letter (TEGL), Code of Federal Regulations (CFR), 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 **All WIOA funding will be subject to the new OMB circular 2 CFR 200. The Grantee will need to be familiar with the new OMB circulars, and should reference TEGL 15-14, "Implementation of the New Uniform Guidance Regulations," for further information.**

2.0 HISTORY AND PREFACE

2.1 On July 22, 2014, President Obama signed the WIOA, the first legislative reform of the public workforce system in more than 15 years. WIOA repeals the Workforce Investment Act of 1998 (WIOA). As a result, the WIOA regulations no longer reflect current law. Most provisions in WIOA take effect on July 1, 2015, the first full program year (PY) after enactment, new State plans and performance accountability system take effect July 1, 2016.

The intent of the Workforce Innovation and Opportunity Act (WIOA) with respect to youth formula funded programs is the focus of resources on the out-of-school youth (OSY) increasing the minimum percentage of funds to be spent to 75% **(FR&R-Section 681.410)**, major focus on providing youth with work experience opportunities spending a minimum of 20 % of local funds **(FR&R- Section 681.590).** Under WIOA, work experience becomes the most important of the program elements. WIOA introduces five (5) new program elements: financial literacy; entrepreneurial skills training; services that provide labor market and employment information about in-demand industry sectors or occupations available in the local areas; activities that help youth prepare for transition to post-secondary education and training; and education offered concurrently with and in the same context as workforce preparation activities and training for specific occupation or occupational cluster. Rather than supporting separate categorical programs, the youth regulations are written to facilitate the provision of a menu of varied services that may be provided in combination or alone at different times during a youth's development. WIOA enhances the youth program design through increased emphasis on customer-focused services based on individual participant needs by incorporating career pathways as part of both the objective assessment and individual service strategy. The individual service strategy must directly link to one or more performance indicators. WIOA youth program includes effective connections to employers, including small employers, in in-demand industry sectors and occupations. This grant encourages and supports strong connections between youth program activities including the OneStop Center/System. The youth can learn early in their development how to access the services of the OneStop Center/System and continue to use those services as necessary throughout their working lives. (**FR&R- Section 681.410)**

2.2 According to Section 129(c) (1) (A) of the Act the program design for youth activities and the Federal Register Part 681 Final Rules and Regulations framework of strategies, must incorporate these categories: (**FR&R- Section 681.420)**

a. Intake/Orientation
b. Eligibility
c. Objective Assessment – **(WIOA Sec.129 (C) (1) (A))**
d. Individual Service Strategy - **(WIOA Sec.129 (C) (1) (B) Identify career pathway directly link to one (1) or more (WIOA Sec.116 (b) (2) indicators of performance described in (A) (ii).**
e. Case Management
f. Supportive Services (if funding is available)

g. Follow-Up (Retention)

3.0 OVERVIEW

3.1 Eckerd Connects Workforce Development, Inc. will provide an intensive, comprehensive year round program in Anderson, Oconee, and Pickens Counties starting July 1, 2020 - June 30, 2021 to enroll and serve WIOA eligible out-of-school youth age 17-24.

The **option to serve** in-school youth age 18-21 allows for providing services utilizing up to 20% of the youth funds and not more than 5% of youth served may be in-school youth "needing additional assistance". Available slots for in-school youth are designated for youth classified as seniors, low income, most in need, and meet WIOA in-school youth definition and barriers (**See 6.2**).
Note: WorkLink has decided to **opt out** of serving in-school youth (**wherever the option to serve in-school youth (ISY) is mentioned**) **effective PY 18 until further notice.** Youth Committee recommendation 08/13/2018 and WDB Board approved 11/07/18.

Eckerd Connects Workforce Development, Inc. will provide training by using the structured guidance of WorkLink Workforce Development Board (WDB) approved high growth, in-demand industries: Administrative and Support, Health Care and Social Assistance, Manufacturing, Professional, Scientific and Technical Services, Information Technology, and Construction. Effort will be placed on service strategies that include labor market information, career interest, career pathways that will include educational and employment goals, strong linkages between academic instruction and occupational education, effective connections to employers in in-demand industry sectors and occupations, emphasis on youth with disabilities, work readiness preparation, soft skills, and training for jobs requiring competencies to compete in the labor market. Particular emphasis will be placed on training for jobs requiring skill and technology offering sustainable wages, benefits, and self-sufficiency. Partnerships with local businesses, private industries, and non-profit organizations will ensure opportunities for work-based training and meaningful work experience to WIOA youth participants in all three counties.

An individualized case management approach is used with each participant. Eckerd Connects Workforce Development, Inc. Career Coaches assess each participant to determine needs, supportive services, coordinate the necessary services and training to meet identified needs (barriers). Counseling focused on: (1) addressing problems that may impair individual's ability to participate, (2) support of participant with identified needs and (3) provide positive appraisals of progress and performance. The coordination of training and services through linkages with agencies, businesses, organization, and institutions, enhances the participant's commitment to training. Eckerd Connects Workforce Development, Inc. case management approach will use counseling as an avenue to provide personal support and mentoring, to encourage personal development and leadership acceptance, decision making, and good citizenship is provided in the form of workshops and seminars to encourage youth to become visionary, goal

oriented, and health conscious persons who plan for the future.

Eckerd Connects Workforce Development, Inc. implementation plan for the WIOA Youth Program features developing and refining collaborative partnerships with schools, colleges and universities, organizations, businesses, resources represented in support letters, and other available resources to ensure high quality services for youth beginning with career exploration and guidance, continued support for educational attainment, skills training in in-demand industries and occupations, employment along a career pathway, or enrollment in post-secondary education.

3.2 Vision Statement

3.2.1 To have youth, educated and prepared for self-sufficiency in work and in life.

3.2.2 Eckerd Connects Workforce Development, Inc. will establish linkages with the SC Works Centers providers in effort to facilitate a two-way referral network for program applicants and participants in need of the services and resources beyond those offered by the program. Eckerd Connects Workforce Development, Inc. will coordinate with the SC Works Centers to ensure that all participants gain first hand practical knowledge and experience in the effective use of and application of the SC Works Centers and their resources.

Eckerd Connects Workforce Development, Inc. will establish linkages with the following types of organizations to coordinate program's activities and collaborate with programs and services provided by: schools, churches, youth services organizations, recreation and community centers, employment services, public assistance offices, programs for the homeless, post-secondary institutions, economic development agencies, businesses, juvenile justice agencies, programs for foster care youth, rehabilitation agencies, public housing, shelters, sharing centers, chamber of commerce, public health department, counseling agencies, public transportation services, law enforcement agencies, drug and alcohol abuse prevention and treatment programs and other suitable organizations which serve the needs of this program's customer population.

4.0 THE NUMBER OF PARTICIPANTS TO BE SERVED

4.1 The overall goal of the WIOA Youth Program is to reach **156 (tentative)** 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 **33.43%,** Oconee County **17.69%,** and Pickens County **48.88%.** Grantor may redistribute participants slots as deemed necessary based on need and in the best interest of the participants in each county.

Note: The current number of youth participants to be served is tentative in this PY 20 Youth Grant (which is issued with Intent to Fund Letter and Spending Cap for first quarter PY 20). The actual youth participant

number to be served will be reflected and finalized in the fully executed Contract and PY 20 Youth Budget around the month of October 2020, which will include actual carry-over numbers, etc.

5.0 REQUIRED PROGRAM DESIGN FOR YOUTH PARTICIPANTS

5.1 Eckerd Connects Workforce Development, Inc. will provide all youth with a WIOA program **Intake/Orientation** regarding the full array of applicable or appropriate services that are available through WIOA Title I youth programs and all services that are available through the SC Works Center prior to providing services. Documentation of the orientation must be filed and maintained in an official WIOA file folder.

5.2 Eckerd Connects Workforce Development, Inc. will provide **Eligibility/Certification** services. Under WIOA all youth participants must meet eligibility criteria. The youth participant must be certified and determined eligible by SC Works Online Services (SCWOS) for any WIOA funded youth program elements. Certification must be complete prior to enrollment.

5.2.1 Eckerd Connects Workforce Development, Inc. will ensure that an eligible applicant who does not meet the enrollment requirements of the youth program or who cannot be served shall be referred for further assessment, as necessary. A referral to SC Works Centers, community partners, training, or educational programs as deemed necessary and appropriate. An established referral process must be in place to track and document referrals from one agency to another.

5.3 Eckerd Connects Workforce Development, Inc. will provide each participant with an **Objective Assessment** of his/her academic levels, skill levels, employment skills, prior work experience, employability, and service needs of each participant at the time of enrollment into WIOA youth activities. Standardized assessment tests will be used for assessment of basic skills, career interests and aptitudes (including interests and aptitudes for nontraditional jobs), and work readiness needs. Reasonable 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 Connects Workforce Development, Inc. may assess supportive service needs and developmental needs of participants for the purpose of identifying appropriate educational, employment, and career pathway goals. Meaningful service planning cannot occur without effective assessment practices. Benchmarks toward planned outcomes will be measured against actual progress and other such indicators as attendance, promptness, self-management, and improved communication skills.

5.4 Eckerd Connects Workforce Development, Inc. will develop an **Individualized Service Strategies (ISS)** with each youth participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information and that are directly linked to one (1) or more of the WIOA performance outcomes/indicators (**See 12.2**). The ISS must be documented in the SCWOS System in a timely manner and developed **with** the participant. The ISS shall identify career pathways that include the participant's educational and employment goals (including appropriate circumstances, nontraditional employment), appropriate services for the participant taking into account the objective assessment described above. The ISS plan should describe/identify activities, and supportive services the participant will receive to achieve those mutually agreed upon goals, objectives, and services. The ISS is a plan that should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur. The individualized service strategies (ISS) will be reviewed and documented with a case note every 90 days with the participant to verify that the youth is on target with his/her educational and employment goals. If a revision or significant change is necessary, another youth activity code 413 should be entered into the SCWOS System and a new plan signed by the participant and filed in the participant's hard file. **See Corrective Action Plan (Individual service Strategies - ISS) SCDEW Monitoring Report approved September 26, 2018.**
(**See WIOA Instruction Letter PY' 18-03 Individual Employment Plans 7/6/18 and Individual Employment Plans (IEP) Procedures for WIOA Title 1 Staff 7/10/18).**

5.4.1 Funds allocated to a local area for eligible youth shall be used to carry out eligible youth programs that:

a. Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;
b. Preparation for postsecondary educational and training opportunities;
c. Strong linkages between academic instruction, academic content, and occupational education that lead to the attainment of recognized postsecondary credentials;
d. Preparation for unsubsidized employment opportunities, in appropriate cases; and

e. Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

5.5 Eckerd Connects Workforce Development, Inc. will provide **Case Management** to ensure all youth are successful. Case Management is a participant-centered, goal-oriented approach to the delivery of services designed to coordinate comprehensive educational, employment, and career pathway goals and plans to ensure that participants have access to necessary training and support services.

5.5.1 Eckerd Connects Workforce Development, Inc. will provide **comprehensive case management** services to youth participants as part of the year round service strategy. Youth program staff will be expected to work closely with the youth participant to provide support and guidance, address needs and barriers, solve problems, serve as role models, and assist in the attainment of the objectives and goals agreed upon in the individualized service strategies (ISS). The ISS benchmarks will be used to measure progress and will be reviewed and updated by youth program staff to arrange for needed services, identify and address concerns as they arise, and document progress made during participation.

Regular personal contact between a case manager and the youth participant is essential. The frequency of the contact is based on an assessment of the participant's needs and ISS goals as they move through the process. At a minimum, 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 during the time of the event **(real time).** Case note summary are not limited to but should detail contacts per participant, missed appointments and attempted contacts, services provided to the participant, progress, barriers, interventions, and successes of the participant, follow-up (retention activities), etc. All WIOA staff is expected to be informed of, and adhere to, professional standards of client confidentiality. Staff with access to, or control over WIOA youth participant records or other confidential information is expected to safeguard such information.

5.6 Eckerd Connects Workforce Development, Inc. will provide **Supportive Services** needs necessary to assist youth participants to be successful in achieving their goals. This may include transportation, childcare, dependent care, housing, work-related tools and required clothing (uniforms) for employment. Eckerd Connects Workforce Development, Inc. will coordinate payment for training (tuition and books) via vouchers submitted for the enrolled participant. To the extent possible, programs should address supportive services needs through leveraging

existing resources and other partnerships before expending WIOA funds (**FR&R-Section 681.580**). Supportive services needs are determined during objective assessment summary and supportive service needs should align with the youth participants ISS plan goal(s). The object assessment and development of the individual service strategy (ISS) must be completed in the SC Works Online Services (SCWOS). A printout of the ISS/Plan will be signed by the participant and placed in the hard file. Eckerd Connects Workforce Development, Inc. must identify the youth barriers in the ISS and case notes**.** All supportive services will be entered into SCWOS, include method (in-kind, arrangements with other agency, or cash assistance) by which supportive services will be provided. Supporting documentation such as copies of invoices will be in the participant's hard file. (**See Revised WIOA Instruction Letter PY' 18-07 Supportive Services Policy and Incentive Payment Guidelines - Youth).**

5.7 Eckerd Connects Workforce Development, Inc. will be responsible for all **Follow-up (Retention) Services** for youth, which WIOA requires a minimum of 12 months. Follow-up (retention) services may be different for each individual based on his/her individual needs. Follow-up (retention) services are more than a contact attempted or gather information for reporting purposes. Follow-up (retention) services must provide the necessary support to ensure the success of youth post-program.

5.8 **Due to Covid 19 (Coronavirus) or extenuating circumstances:** The youth service provider (Eckerd Connects Workforce Development, Inc.) may need to transition to **remote delivery of services** for the WIOA Youth Program. The youth service provider will adhere to the **Provisions of Remote WIOA Services Memo (SCDEW issued 03/2020)** and **follow further guidance from the WorkLink Staff/ Local Development Board. (See attachment #9).**

6.0 RECRUITMENT, ELIGIBILITY, AND REGISTRATION

6.1 Recruitment

Eckerd Connects Workforce Development, Inc. is responsible for outreach and recruiting participants to be served during the grant period and serve out-of-school youth, age 17-24. Eckerd Connects Workforce Development, Inc. expenditures must be 75% of funds on out-of-school youth and the **option to serve** eligible in-school youth classified as seniors, age 18-21, low income, most in need, and meeting the WIOA in-school definition and barrier(s) (**See 3.1 - Option to Serve In-School Youth).**

6.2 Eligibility

To be eligible to participate in youth activities under Title I of the Workforce Innovation and Opportunity Act (WIOA) during any program year, an individual shall at the time of eligibility determination be determined by SCWOS an out-of-school or an in-school youth and meet the following definition.

Section 129(a)(1)(B),FF&R-Section 681.210 defines the term "out-of-school"

youth as:

<u>Out-of-School Youth</u>:

1. Not attending any school (as defined by State law)
2. An individual 16-24 years of age (the WorkLink Youth Committee's focus will be age 17-24 at time of enrollment)
3. Reside in Anderson, Oconee, or Pickens Counties, **and**
4. Is an individual who has one or more of the following barriers:
    a. A school dropout
    b. A youth who is within the age within the compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter **(FR&R-Section 681.210) states "School year quarter is based on how local school districts define its school year quarter".)**
    c. A recipient or secondary school diploma who is a low-income individual and is-
        i. Basic skills deficient; or
        ii. An English language learner, and youth who require additional assistance to enter or complete an educational program or to secure or hold employment below income.
    d. An offender,(see defined on page 11);
    e. A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the Social Security Act, or an out-of-home placement;
    f. An individual who is pregnant or parenting;
    g. A youth who is an individual with a disability; or
    h. A low income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.
    i. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant (youth 17-24) in need of work-readiness skills to include soft skills, life skills, occupational skills, and lack of work experience?
5. Authorized to work in the United States (I-9)
6. Registered for selective service (applies to males 18 and older).

Section 129(a)(1)(C),FR&R-Section 681.220 defines the term "in-school" youth as:

<u>In-School Youth</u>:

1. Attending any school (as defined by State law) including secondary and post-secondary school;
2. An individual 14-21 years of age (the WorkLink Youth Committee's focus will be age 18-21 at time of enrollment)
3. A low-income individual
4. Reside in Anderson, Oconee, or Pickens Counties, **and**
5. Is an individual who has one or more of the following barriers:
    a. Basic skills deficient;
    b. An English language learner; and youth who require additional assistance to enter or complete an educational program or to secure or hold employment below income.
    c. An offender,(see defined on page 11);
    d. A homeless individual, a homeless child or youth, or a runaway; An individual in foster care or has aged out of the foster care system, a child eligible for assistance under the Social Security Act, or an out-of-home placement;
    e. An individual who is pregnant or parenting;
    f. A youth who is an individual with a disability; or
    g. An individual who requires additional assistance to complete an educational program or to secure or hold employment. **(FR&R-Section 681.220 (d) 8.**
    h. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant (youth 17-24) in need of work-readiness skills to include soft skills, life skills, occupational skills, and lack of work experience?
6. Authorized to work in the United States (I-9)
7. Registered for selective service (applies to males 18 and older)

Note: that the term "low income", used with respect to an individual, also includes youth living in a high poverty area.
Note: Out-of-School Youth (OSY) Barrier 4 (h) and In-School Youth (ISY) Barrier 5 (h). On the WIOA application in SCWOS, under the Barriers tab the question is asked: "Youth Requires Additional Assistance to complete an educational program or to secure/hold employment." The answers can be "yes" or "no". The case manager selects "yes" (keeping **WorkLink Youth Local Barrier** definition in mind) then the record should have documentation of which barrier(s) is being identified.

6.3 Eligibility Criterion: Definitions and Documentation Requirements

The following definitions apply to the above eligibility criterion (Sec. 3 Definitions-Public Law 113-128):

Low-Income individual is defined as:

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

An individual is in a family with total family income that does not exceed the higher of—

(I) the poverty line; or
(II) 70 percent of the lower living standard income level;
(iii) is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994
H. R. 803 -12 (42 U.S.C. 14043e–2(6), or a homeless child or youth
(as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2);
(iv) receives or is eligible to receive a free or reduced 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).

Act(s) defined under Eligibility Youth Services:

Violence Against Women Act of 1994 - (42 U.S.C.14043e-2 (6); McKinney-Veto Homeless Assistance – Section 725 (2) (42 U.S.C.11434a(2); and Social Security Act – Section 477 (42 U.S.C. 677).

Individual with a Disability defined as:

An individual with a disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).
An individual with a physical or mental impairment that substantially limits one or more major life activities; a record of such an impairment; or regarded as having

an impairment. Individuals with Disabilities - ‘‘individuals with disabilities’’ means more than one (1) individual with a disability.

Individuals with a Barrier to Employment defined as:

A member of one (1) or more of the following populations:
(A) Displaced homemakers.
(B) Low-income individuals.
(C) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166.
(D) Individuals with disabilities, including youth who are individuals with disabilities.
(E) Older individuals.
(F) Ex-offenders.
(G) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42U.S.C. 14043e–2(6), or homeless children and youths (as H. R. 803—10 defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2).
(H) Youth who are in or have aged out of the foster care system.
(I) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
(J) Eligible migrant and seasonal farmworkers, as defined in section 167(i).
(K) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.).
(L) Single parents (including single pregnant women).
(M) Long-term unemployed individuals.
(N) Such other groups as the Governor involved determines to have barriers to employment.

Exceptions and Limitations:

(A) Exception for Persons Who Are Not Low-Income Individuals -

(i) Definition - In this subparagraph, the term covered “individual’’ means an in-school youth, or an H. R. 803 – 82 out-of-school youth who is described in subclause (III) or (VIII) of paragraph (1)(B)(iii).

(ii) Exception - In each local area, not more than 5 percent of the individuals assisted under this section may be persons who would be covered individuals, except that the persons are not low-income individuals. **(FR&R-Section 681.250)**

(B) Limitation - In each local area, not more than 5 percent of the in-school youth assisted under this section may be eligible under paragraph (1) because the youth are in-school youth described in paragraph (1)(C)(iv)(VII). **(FR&R-Section 681.310 (b).**

6.4 Jobs for Veterans Requirements

This program is subject to the provisions of the “Jobs for Veterans Act.” Public Law 107-288 and 20 CFR Part 1010 (Final Rule) which provides priority of

service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements. **(See WIA Instruction Letter PY'09-05-Priority of Services).**

Veteran Defined as:

(A) Veteran - The term ''veteran'' has the meaning given the term in section 101 of title 38, United States Code.
(B) Recently Separated Veteran - means any veteran who applies for participation under this Act within 48 months after the discharge or release from active military, naval, or air service.

7.0 Documentation and Data Collection

As necessary, Eckerd Connects Workforce Development, Inc. acquires eligibility determination documentation directly from employers, vocational rehabilitation, welfare agencies, etc. Eligibility determination must be provided at each location. Applicants are not determined eligible until staff receives all required documents and should not be enrolled until all documentation is verified. Eckerd Connects Workforce Development, Inc. is responsible for the completion, distribution, and maintenance of all required WIOA forms.
(**See WIA Instruction Letter PY' 10-05 - File Management and Record Retention Policy).**

7.1 WIOA Suitability Guidelines

The Career Coach will assess suitability by gathering critical information from the youth applicant face to face. The results/responses gathered would assist in determining suitability for WIOA services. Many applicants may be eligible for WIOA services but not appropriate/suitable for enrollment in which they would be referred to a partner/community agency. There is no limit on the number of times an applicant can apply for the WIOA program. **Note**: Career Coaches are reminded that WIOA is not an entitlement program and they are charged with the responsibility of enrolling applicants who are eligible, appropriate, and suitable for WIOA services.

7.2 Income Gathering

At certification, income information is gathered for the last six months. The six months income figure will then be doubled to determine annual income. The annual income will be compared to the 200% Lower Living Standard Income Level to determine Lower Living Standards.

7.3 Liability

If Eckerd Connects Workforce Development, Inc. discovers that an individual determined eligible who has been enrolled into an activity is in fact not eligible, he/she must notify the WorkLink WIOA Executive Director immediately so that appropriate action may be taken.

Eckerd Connects Workforce Development, Inc. is liable for financial reimbursement of costs incurred as a result of erroneous eligibility

determinations, enrollment made deliberately or with insufficient care, and/or disallowed costs.

7.4 File Management Policy

Eckerd Connects Workforce Development, Inc. will follow the Case Management File Policy. All eligibility files are the ultimate responsibility of the service provider. The participant's file is maintained in the office where the participant was certified. There is only one hard file for each participant. The file is to be kept for **four (4)** years after the 12 month follow-up procedures are completed. **(See WIOA Training and Employment Instruction Letter PY' 10-05 - File Management and Record Retention Policy).**

7.5 Oversight of Registration

The SC Department of Employment & Workforce (SCDEW) provides a system of internal oversight to ensure the accuracy of registration. SCDEW provides training and technical assistance to WIOA staff to ensure compliance with eligibility requirements. SCDEW staff, as well as LWDA staff, conducts monitoring of the eligibility determination/enrollment/initial assessment/services provided.

7.6 In accordance with the Nontraditional Employment for Women (NEW) Act, the grantee is required to recruit women for nontraditional training programs and employment. Nontraditional Employment refers to:

> "Occupations or fields of work for which individuals from the gender involved comprise less than 25% of the individuals employed in such occupation or field of work."

7.7 Eckerd Connects Workforce Development, Inc. may utilize a variety of methods of recruitment they deem appropriate and necessary to achieve the enrollment goals of the program. These methods may include public service announcements, publicity releases, community bulletin boards, local churches, civic organizations, and social service agencies, walk-in traffic referrals from other WIOA grantees and/or SC Work Centers, and any other methods deemed appropriate.

7.8 Eckerd Connects Workforce Development, Inc. will certify youth interested in participating and deemed eligible and appropriate/suitable. Eckerd Connects Workforce Development, Inc. will make referrals to the appropriate agency/ agencies for those youth that are deemed ineligible. After verification of eligibility, Eckerd Connects Workforce Development, Inc. has **90** days from the eligibility determination date to register the participant into the WIOA program using the SC Works Online Services. **Eckerd Connects Workforce Development, Inc. must not provide any WIOA Title I sponsored service/activity prior to eligibility determination. Note: TABE or WorkKeys Testing used for Basic Skill Deficiency determination for WIOA Youth participants eligibility process are an exception.**

7.9 Eckerd Connects Workforce Development, Inc. will use discretion when enrolling an individual into the WIOA program who shows a grade level of below 5.9 and will inform the Administrative Entity of this enrollment in writing. The objective of the WorkLink Workforce Development Area is to serve out of school youth or up to 20% of youth funds may be utilized for the **option to serve** eligible in-school youth or not more than 5% of youth served may be in-school youth "needing additional assistance" **(See 6.2 In-School Youth (5) (h)**.

8.0 COORDINATION OF RESOURCES

8.1 A key principle of the Workforce Innovation and Opportunity Act is the streamlining of services offered in the LWDA, including the co-location, coordination, and integration of activities, information and services. A critical element of this grant is the use of all available resources to support the participant's plan to move towards self-sufficiency. **It is the Grantee's responsibility to effectively arrange and coordinate resources.**

9.0 TRAINING REQUIREMENTS

9.1 Time and attendance sheets must be signed by the participant and instructor or activity supervisor. The time and attendance sheets shall be maintained in each participant's hard file in sequential order most current first and will be especially critical if the participant is receiving supportive services such as, childcare and/or transportation. The time and attendance sheets must be submitted to the grantee at least bi-weekly, be original, and be completed in ink, with alterations being initialed. At least once during the training period, the Career Coach/Program Manager shall audit time and attendance of each participant verifying the participant and instructor signatures. A photocopy of the original document is to be maintained in the participant's hard file. No cross outs or white outs will be allowed on the photocopy without the participant's signature.

9.2 Documents required for training: invoice, curriculum, time/attendance sheets, satisfactory progress (grades), class schedule, identify financial aid, and paid invoice. **(See Employment and Training Instruction Letter PY'11-06-Satisfactory Progress for WIA Youth Participants).**

10.0 COMPENSATION PAYMENTS

10.1 Eckerd Connects Workforce Development, Inc. program includes a unique incentive based structure called Skill Invoice. Skill Invoice are discussed with students up front and designed around the benchmarks of their ISS. The rationale for this system is that students have the opportunity to EARN an incentive by the attainment of goals they established with their Career Coach when designing their ISS. The Skill Invoice concept promotes pay for productivity and accountability the same as students will encounter when they enter the workplace. Incentive payments are permitted for recognition and achievement,

and are directly tied to goals (ISS) of the youth participant including training activities, work experience, or follow-up. **Final Reg.-20 CFR 681.640.**

Earned Incentives are distributed during active phase and follow-up of the WIOA program along with following guidelines:

1. The youth provider coach will track incentives in a voucher system and pay participant incentive(s) earned in the form of a check.
2. The career coach has a signature log which participants sign upon receipt of their incentive(s) earned (in the form of a check).
3. The career coach enters the incentive activity code (which coincides with appropriate youth activity completed) into SCWOS to reflect date incentive is received by the participant which should match/align with the signature log in the case file.

See Corrective Action Plan (Incentives) SCDEW Monitoring Report approved September 26, 2018.

Any future changes to Skill Invoice must be approved by Youth Committee. **(See Attachment #1 and Revised WIOA Instruction Letter PY 18-07 – Youth Local Supportive Services Policy and Incentive Payment Guidelines – Youth).**

10.2 Incentives under the WIOA youth program are permitted and allowable under WIOA, the incentives must be in compliance with the requirements in 2 CFR Part 200. This is not a change; under WIOA, incentives must have followed the Uniform Administrative Requirements at 29 CFR Parts 95 and 97 and the cost principles at 2 CFR Parts 220, 225, and 230. The Uniform Administrative Requirements were recently consolidated into 2 CFR Part 200. For example, under 2 CFR Part 200, Federal funds **may not** be spent on entertainment costs. Therefore, incentives may not include entertainment, such as movie or sporting event tickets or gift cards to movie theaters or other venues whose sole purpose is entertainment. Additionally, under 2 CFR Part 200, there are requirements related to internal controls to safeguard cash which also apply to safeguarding of gift cards, which are essentially cash. **(FR&R-Section 681.640, Public Law 113-128*).***

11.0 WIOA 14 YOUTH PROGRAM ELEMENTS (129 (C)(2), FR&R-Section 681.460.

11.1 Case Management of Additional Youth Program Elements

11.1.1 Eckerd Connects Workforce Development, Inc. - Palmetto Youth Connections (PYC) will provide **Case Management** to ensure all youth are successful. Case Management is a participant-centered, goal-oriented approach to the delivery of services designed to coordinate comprehensive educational, employment, and career pathway goals and plans to ensure that participants have access to necessary training and support services. **(See 5.5 and 5.5.1**)

Intensive case management must be provided to ensure all youth are successful. Services shall provide transitional support including occupational information, job

search assistance, placement, job development, and follow-up (retention) services. Eckerd Connects Workforce Development, Inc. - Palmetto Youth Connection (PYC) will provide and/or offer eligible youth participants more information, and where appropriate, refer or assign youth participants to the following fourteen (14) youth program elements:

1) **Tutorial, study skills training, basic skills:**

   Palmetto Youth Connections (PYC) will use 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, FR&R-Section 681.590,681.600,681.610:**

PYC will seek year round Work Experience opportunities for youth beginning with the PYC Career Coach input, evaluation, identification, preparation, and referral of youth who are in need of obtaining work experience before entering the workplace and/or for work related to the identified Career Pathway. Eckerd Connects Workforce Development, Inc. - PYC must expend not less than 20 percent of the funds allocated to them to provide work experiences that fall under the categories listed in **FR&R-Section 681.460 (a) (3) and further defined in Section 681.600. Hourly Stipends will be paid to participants during work experience.** Private, Public and Non-Profit Businesses will be 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 training can/ will be considered on an individual basis, as a targeted work-based learning opportunity, and/or as needed to provide remediation of soft skills that need improvement after verbal and written opportunities for improvement have been given to the participant. Upon satisfactory completion of remediation, the participant may return to paid work experience for the remaining hours of training as per the work site agreement. **(See 25.1-25.1.2)**

At the direction of the Local WDB Youth Committee, PYC will pursue the establishment of Pre-apprenticeship programs, Internships and On-the-Job training. Job shadowing opportunities will be offered, as warranted by the chosen Career Pathway.

Our OSY program model runs year round and includes an ISY program model designated summer component. We do focus on summer months for ISY placement into work experiences and/or employment as there is often an influx of part-time opportunities to gain necessary work experience prior to permanent job placement. Summer related services can also include GED/high school diploma classes, WorkKeys assessment/classes, work related soft skills training, and academic tutoring. **(See 26.0-26.4)**

4) **Occupational skills training, FR&R-Section 681.540**:

Local area In-demand industry sectors or occupations will drive occupational skills training and are a part of the Career Pathway process. PYC has developed a voucher system in which participants seeking short term vocational training at the Technical College or through any approved

training provider. All of our participants will have the opportunity for career exploration and planning based on the desired outcome of self-sufficiency. Staff will work with each student to provide them with the necessary knowledge including labor market information to pursue post-secondary education programs and will assist students in linking with the local resources available to assist them in completing Free Application for Federal Student Aid (FAFSA) applications, Pell Grant application, and Lottery Tuition Assistance if they choose to pursue post-secondary education. PYC will provide occupational skills training by using the structured guidance of the WorkLink Workforce Development Board approved high growth, high demand industries: Administrative and Support and Waste Management and remediation Services, Health Care and Social Assistance, Manufacturing, Professional, Scientific, and Technical Services. Youth participant training requests outside of the WDB approved in-demand industries must be verified to be in-demand, allowable, and submitted for final approval by WorkLink Executive Director. Effort will be placed on training for jobs requiring competencies to compete in the labor market. Particular emphasis will be placed on training for jobs requiring skill and technology offering higher wages, benefits, and self-sufficiency.

5) **Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster, FR&R-Section 681.520,681.530:**

PYC will provide education with concurrent workforce preparation within the local in demand career clusters (as funding allows).

6) **Leadership Development Opportunities, which may include such activities as positive social behavior and civic behaviors, soft skills, decision-making, and team work, FR&R-Section 681.520, 681.530:**

The Grantee will provide leadership development activities to all youth. Leadership Development activities may include, but is not limited to, the following:

Exposure to post-secondary educational opportunities

- Information concerning open houses or a tour of the regional technical college, which includes financial aid information and exploration of their resource center.
- Information concerning open houses or a tour of other local post-secondary institutions, which includes financial aid information and exploration of their resource center.
- Information concerning a presentation of military service opportunities by recruiters representing all branches.

Peer centered activities including peer mentoring and tutoring

- Tutoring provided through peer groups, such as the Literacy Association in the participant's home county.

Citizenship training

- Information concerning attending a City or County meetings within the participant's home community.
- Assistance with Registering to vote.
- Learning Express online Citizenship Component.
- Financial Literacy and Budgeting of Resources.

Employability activities

- Information concerning the SC Works orientation schedule and workshop calendar to explore the employability resources available to participants.

Positive social behaviors and training in decision-making, including determining priorities

- Prevention services by local Drug and Alcohol Abuse programs.
- Prevention services by Pregnancy Prevention/Safe Sex programs.
- Referrals to Motivational/self-esteem programs.
- Referrals to Career Development programs.
- Referrals for Participation on the WorkLink Youth Committee.

All Leadership Development Opportunities should be developed in conjunction with the county's appropriate agencies through linkages, and should be designed to be fun, informative, and motivational.

7) Supportive Services, FR&R-Section 681.570:

PYC understands many of the needs of the youth population. As these participants' may not have adequate resources, we look to community linkages to assist each youth. One of the most important linkages we help put in place for every youth is knowledge of and registration with the SC Works Center where many community resources are co-located. This also brings other professionals into our network of support and opens the door for a variety of referral services. We feel that this strategy is the most effective in that it prevents duplication of services being provided in any area and helps to connect the youth to a system that can assist them in their adulthood.

Whether we 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.

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 WIOA Instruction Letter PY'18-02 – Local Youth Supportive Services Policy and Incentive Payment Guidelines - Youth).**

8) Adult Mentoring, FR&R-Section 681.490:

Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months that may occur both during and after program participation.

PYC will provide youth with adult mentoring through teachers, instructors, job shadowing or work site supervisors, tutors, and community organizations such as senior volunteers, fraternities and sororities, faith based organization, etc. The Grantee will be responsible for identifying and developing these relationships in Anderson, Oconee, and Pickens counties. Mentors should develop a mentoring schedule and meet with their mentoring students at least two times per month to discuss goal setting, school issues, and problem solving.

Key to the success of any youth program or activity is an adult or adults within the community who are committed to serving as mentor(s) or role model(s) for all participating youth. Adult mentors should serve as role models and impart standards or expectations for these youth with respect to employment decisions, life skills, self-sufficiency and/or education achievement.

The adult mentors assigned to participants at the completion of Eckerd Connects Workforce Development, Inc. program will have the responsibility of contacting participants approximately two (2) times per month (by telephone or in person) during the year. The role of the adult mentor is that of coach, advocate, counselor, and friend. The parent/guardian will be notified for participants under the age of 18, and/or when appropriate and together (participant, parent and mentor) will attempt to identify community resources that might provide assistance.

9) Follow-up (Retention) Services, FR&R-Section 681.580:

Follow-up (Retention) services are critical services and will be provided by

the Eckerd Connects Workforce Development, Inc. - PYC for each participant, and may occur both during and after WIOA program participation. Every exited participant will have a 12-month follow-up completed, which reviews his/ her needs, status, progress, and to help ensure the youth participant is successful in employment and/or post-secondary education and training.

Follow-up (Retention) services may be different for each individual based on his/her needs. Follow-up (retention) services, for not less than 12 months after completion of participation, include but are not limited to, the provision of on-going support, regular contact with a youth participant's employer, addressing work-related problems that arise, encouragement, counseling, tutoring, mentoring, and other non-financial support and personal assistance as necessary to enable these youth to obtain or retain employment, enroll and attend training, enlist in the military, maintain their grades in school or training, etc.
Also, Follow-up (Retention) services may include the following youth program elements # (7, 8, 11, 13, and 14), see list of fourteen (14) Youth Program Elements.

Eckerd Connects Workforce Development, Inc. - PYC will provide 12 month follow-up tracking on all participants who complete the year round training components. Quarterly progress reports will be obtained on all participants. These reports/ documentation will be maintained in participant's files and SC Works Online Services.

10) Comprehensive Guidance and Counseling, FR&R-Section 681.510:

To include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual.

PYC will provide comprehensive guidance counseling to youth that will take place in the form of follow-up calls, coordination of services, ISS updates, issuance of support services, mentor updates, etc.

Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, must be provided to each youth participant in any youth activity and tracked to ensure assistance is received and needs met.

Comprehensive guidance and counseling strategies should include, but are not limited to:

- Regularly scheduled contact with the participants (a minimum of 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) <u>Financial Literacy Education,</u> FR&R-Section 681.500:

PYC currently has a Financial Literacy component requirement through the Career Smart workshops offered to students as a pre-requisite to work experience training. Participants are exposed to financial management techniques that are building blocks to lifelong self-sufficiency and long term financial planning. PYC will pursue other community resources, such as financial institutions, as appropriate, to provide financial guidance and education in the form workshops/Seminars to youth in the service area.
PYC has numerous and free online financial literacy education and training resources available, for one/one and self-directed training options. Examples of these money smart resources are: fdic.gov and khanacademy.com. Other resources will be explored based on the differing learning styles of the youth served and the available funding.

12) <u>Entrepreneurial Skills Training,</u> FR&R-Section 681.560:

PYC has numerous and free online entrepreneurial skills training resources available for one-on-one and self-directed training options to be offered to the youth in the service area. Examples of these resources are: 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) <u>Service that provide labor market and employment information about local in-demand industry sectors or occupations:</u>

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 (tentative)** 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 youth performance goals negotiated between the South Carolina Department of Employment and Workforce and Department of Labor and the WorkLink Workforce Development Area.
The Grantee will be notified of any updates on youth performance measures for PY'20 as they become available.

PY 18 Youth Performance Measures	Minimum Levels
Placement in Employment, Education, and Training Rate 2nd Quarter after Exit.	**76.6%**
Placement in Employment, Education, and Training Rate 4th Quarter after Exit.	**69.0%**
Median Earnings	
Credential Attainment within 4 Quarters After Exit	**68.1%**
In Program Skills Gain	

WokLink Workforce Development Area and Palmetto Youth Connections (PYC) will review and prepare for Performance Accountability, Retention, and Performance Measures captured during second and fourth quarter after exit from the program.

13.0 PARTICIPANT FILE MAINTENANCE

13.1 The Participant's Official Case File is the electronic SC Works Online Services file. Therefore, any information that may be documented on the Case Notes in SC Works Online Services need not be maintained in the hard copy file. Documents that require an applicant signature must be maintained in the hard copy file. **Refer to the SC Works Online Services Staff User Guide**.

13.1.1 Social Security Numbers (SSNS) in Participant Files

In an effort to protect against identity theft, the customer's full SSN **should not** be used on any forms maintained in the participant files. If necessary the last four digits should suffice. The staff should revise any/all forms to meet the SSN requirement. **(See WIA Instruction Letter PY'08-32, References: TEGL 5-08,**

The US Privacy Act of 1974, and the SC Identity Theft Protection Act of 2008).

13.2 Case Notes

13.2.1 A case note summary should be entered during the time of the event. For example, if you assist a customer today then case notes should also be entered <u>today</u>. Case notes are not limited to but should detail contacts per participant, intensive services provided to the participant, the participant's progress, barriers, interventions, and successes. It is suggested Eckerd Connects Workforce Development, Inc. Career Coach use the Case Notes General Information listed in SCWOS under staff resources. **(See Attachment # 3).**

14.0 ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES

14.1 The parties to this agreement shall cooperate and adhere to the following personnel administration and financial policies and procedures.

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

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

14.4 The Grantee will keep a log of all complaints received and the disposition of such complaints. The Grantee will advise the WDB staff immediately if a complaint is filed.

14.5 The Grantee will be <u>required</u> to disclose any/all funding sources outside of WIOA funding.

15.0 Grantee Central Files

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

- Grant (Program Year Statement of Work and Budget)
- Copy of Act and Applicable Federal Regulations
- Staff Job Descriptions
- Staff Time and Attendance to include annual leave hours, sick leave hours, and holiday hours (Eckerd Connects Workforce Development, Inc. staff attendance records are available upon request from the corporate office within 24 hours of request)
- Financial Procedures
- Property-Procurement Procedures
- Employment and Training Instruction Letters
- Financial Reports and Back-up Documentation

- Copy of approved "out of area" travel requests
- Monitoring Report and Replies
- Log of Complaints

16.0 Staffing

16.1 The authorized youth provider staff/personnel funded by this agreement are reflected in the WIOA youth budget. Job descriptions will be maintained for each position (see program year compliance documents). Only staff/personnel listed in the youth budget may be paid utilizing funds from this youth grant. **Staff funded with WIOA funds may only perform WIOA duties when they are charging to WIOA time sheets. Note: WIOA youth program staff/personnel are required to dedicate 100% of their time and focus to delivery of this WIOA youth grant/youth program services in the WorkLink Local Workforce Development Area.**

16.1.1 The Grantee is required to use e-verify to determine each hire and/or staff's eligibility to work in the United States. The Grantee will be responsible for any disallowed cost in the event that an employee is found to **not be** eligible to work in the United States.

16.1.2 Management should report within **48 hours** to SC Works Online Services Coordinator and/or Youth Services Manager any staff that presents a notice of resignation and **immediately** report to SC Works Online Services Coordinator any staff that has been terminated and/or voluntarily quit.

16.2 Staff should provide adequate coverage for the **four (4)** local offices in the event of planned and/or unplanned absences of more than **three (3)** days.

17.0 Financial Reporting

17.1 Financial Reports and Close Out packages will be prepared and submitted according to instructions from WorkLink WDB. **Financial Status Reports (FSR)** are due at the WDB Office by the **10th day** of the following month and **close out package due date will be based on reporting deadline of SCDEW and Finance staff.**

17.2 The original of the financial status report and/or close out package may be mailed to the following address, e-mailed, or put in the drop box.

WorkLink Workforce Investment Board
Attn: Jennifer Kelly, Assistant Director
1376 Tiger Blvd., Suite 102
Clemson, SC 29631

17.3 Reimbursements **should not exceed** the current Board approved youth grant line item or line item category that is a part of this agreement. **Salaries must not be increased above the current Board approved youth grant line item or salary line item category that is a part of this agreement without prior**

approval of the Board. A detailed explanation must accompany any/all request for funds in excess of the current Board approved youth grant and/or line item(s) or line item category. Final decision(s) will be made by the Executive Director and/or appropriate WorkLink Committee and/or WorkLink WDB Board or Executive Committee.

17.4. 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.)**

17.8 Eckerd Connects HealthCare Methodology

17.8.1 Eckerd Connects Workforce Development, Inc. methodology and how healthcare costs were allocated, based on the total amount of healthcare costs, previous year costs, and total number of employees (estimates for total FTE employees eligible across the company).

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 16.1)**

19.0 Procurement/Utilization of Property

19.1 The Grantee is held accountable for any WIOA property and/or equipment shown on the property inventory for Eckerd Connects Workforce Development, Inc. - (PYC) sites and will adhere to the Property Procurement rules as established by the South Carolina Appalachian Council of Governments. All purchases will be made in accordance with procedures outlined in the Property Procurement Handbook. **(See WIA Instruction Letter PY'08-10 – Property Handbook).**

19.2 Property and/or equipment will be inventoried at least 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 (4)** local offices.

2. Grantee should seek pre-approval for holidays and request permission to close office prior to doing so.

21.0 WIOA Participants

21.1 A time and attendance sheet or record of hours spent in WIOA Eckerd Connects Workforce Development, Inc. shall be maintained in the participant's hard file. A time sheet or record of hours spent in youth activities and training shall be maintained in the participants' hard files.

21.1.1 The Grantee shall submit any requested reports, forms, and/or documents pertaining to the WIOA participants and/or participant data to the WorkLink

Workforce Development Area contact person indicated: **Sharon Crite, Youth Services Manager/Education Outreach.**

22.0 Programmatic Data, Forms, and Reporting

22.1 The Grantee is to use the SC Works Online Services (SCWOS) as the on-line reporting system for WIOA eligibility/certification, case management, tracking of services, follow-up and reporting. The Grantee should maintain and be knowledgeable of the following **SCWOS Staff Resources:**

a. SCWOS Individual User Guide
b. SCWOS Staff User Guide
c. WorkLink WIOA Forms (WorkLink Website)
d. WIOA Application instruction

22.2 The Grantee should maintain and be knowledgeable of all active WorkLink Instruction Letters.

23.0 GENERAL REQUIREMENTS

23.1 The Grantee's (Eckerd Connects Workforce Development, Inc. - PYC) Program Manager will conduct a quarterly review with each WIOA Eckerd Connects Workforce Development, Inc. - PYC Career Coach at their assigned location. A **25%** file review is required. A written report is to be submitted to the WorkLink Workforce Development Board with findings and observations for monitoring purposes quarterly. Along with the report, a list of the participant's usernames, State ID, and last four digits of SSN should be submitted. The written report is due on the following dates: **October 16, 2020, January 15, 2021, April 16, 2021, and July 16, 2021.**

23.2 Attendance at all system wide Grantee meetings is mandatory **(as funding allows).** It is expected that these meetings will be bi-annual. **Grantee will be required to get prior approval for training/conferences outside the region.**

23.3 Eckerd Connects Workforce Development, Inc. - PYC Program Management and/or Lead Career Coach staff is required to attend bi-monthly Youth Committee meetings and provide a performance report of all youth activities. Monthly narrative and statistical reporting will be drawn from SCWOS to be reported as needed to the Youth Committee 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. Section 504 of the Rehabilitation Act of 1973, as amended;
6. Age Discrimination Act of 1975, as amended;
7. Title IX of the Education Amendments of 1972, as amended;
8. Jobs for Veterans Act 38 U.S.C. 4215 and 20 CFR Part 1010;
9. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR PART 38) and Section 188 of the Workforce Investment Act of 1998;
10. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
11. Title VI of the Civil Rights Act of 1964, as amended;
12. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
13. Equal Pay Act of 1963, as amended;
14. 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA);
15. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;

16. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
17. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
18. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

24.0 RECORD KEEPING

24.1 The Grantee shall keep records that are sufficient to permit the preparation or reports required by WIOA and to permit the tracking of funds to a level of expenditure adequate to ensure that funds have not been spent unlawfully.
The Grantee shall retain all records including financial, statistical, property, participant records and supporting documentation for **five (5)** years after the Grantee submits to the Administrative Entity its final expenditure report for that funding period. Records will be retained beyond this period if any litigation or audit is begun or if a claim is instituted involving this Agreement covered by the records. In such instances, the grantee shall retain records until the litigation, audit, or claim has been finally resolved. **(See WorkLink WIA Instruction Letter No.: PY'10-05 File Management Record Retention Policy, Section 185-Record Keeping of the WIA of 1998 and 2 CFR PART 200.333).**

24.2 Records Retention Standards

The Grantee agrees to maintain all records pertinent to the Workforce Innovation and opportunity Act (WIOA) agreements and grant, including financial, statistical, property, participant records and supporting documentation in accordance with grant provisions, Employment and Training Instruction Letters, WorkLink Workforce Development Board Memorandums, and other relevant guidelines. Records will be stored in a manner to preclude their loss or damage. All records created because of operations under this contractual agreement pertaining to WIOA activities will be maintained separately in storage from any other Grantee records. The Grantee will be responsible for storage costs. As a part of the grant closeout package, the Grantee will report all record holdings pertaining to this grant to WorkLink Workforce Development Board using forms provided for that purpose. The Grantee's records will be grouped for storage as follows: Applicant and Participant records, and all other records. Storage files will be adequately marked to facilitate identification and research of all records in storage. **(See WorkLink WIA Instruction Letter No.: PY'10-05 File Management Record Retention Policy and Retention Requirement for Records from Uniform Guidance 2 CFR PART 200.333).**

24.3 All forms, documents and information maintained by the Grantee pertaining to this Grant, or mentioned herein, will be made available to the Administrative Entity upon request and is subject to review at any time. The Grantee will be required to use the appropriate forms to reflect enrollment, goal attainment, exiting, etc. These forms are subject to being replaced throughout the Grant period as WIOA regulations become more established and directions from the State are forwarded to the Local Workforce Development Area.

24.4 Grantee shall request prior approval and written confirmation from the Administrative Entity for forms and documents created prior to use and distribution within the youth WIOA program.

25.0 PAYMENT TO WIOA PARTICIPANTS

25.1 WIOA participants may be eligible to receive supportive service payments and/or incentive payments. (**See Revised WIOA Instruction Letter PY 18-07 – Youth Local Supportive Services Policy and Incentive Payment Guidelines – Youth).**

25.2 **Work Experience hourly stipends are to be paid to participant(s) that meet the six (6) criteria to determine and establish a work experience employee vs trainee status. When all six (6) criteria are met, the work experience can be considered a training situation, and therefore, stipends versus wages may be paid** A minimum hourly stipend payment rate of **$8.25** will be paid in work experience activities.

25.2.1 The work experience hourly stipend payment approved rate increase of **$10.00** may be implemented with request to WorkLink with a brief statement outlining youth participant reason for receiving the stipend rate increase. **The WorkLink Executive Director or Signatory Authority will have the final approval.** The increased hourly stipend payment will be permitted for (an out-of-school and/or in-school youth):

a. The youth participant that have identified and chosen an in-demand industry career pathway goal, that have identified educational objectives on their ISS, and verifiable satisfactory progress (including attendance) towards all ISS goal(s), objectives, and training.
b. The youth participant that has the required skill set needed and can commit to specialized training in an in-demand industry career pathway, that have identified training goal(s) and objectives on their ISS, enrollment in training or work site, verifiable satisfactory progress (including attendance) towards all ISS goal(s), objectives, and training.

Note: Any/All hourly stipend rate increases above what is mentioned or stated in this grant section **must have** prior approval by LWDA-WorkLink and/or Youth Committee and/or WorklLink WDB.
(See WorkLink WIA Instruction Letter PY'08-30 and State WIA Instruction Number: 08-03 - Payment of Stipends versus Wages for Work Experience)
(See Attachment # 4-Trainees Criteria, under the Fair Labor Standard Act (FLSA)-Department of Labor).

25.3 The Grantee (Eckerd Connects Workforce Development, Inc.) **shall continue** to make the **work experience hourly stipend payments.** The hourly stipend payments are to be paid directly to WIOA participants when applicable. **No additional fees, costs, or expenses are to be billed/invoiced against this grant (work experience/work based learning stipend line item).** The Grantee (**Eckerd Connects Workforce Development, Inc.**) shall also make sure that there are checks and balances between the maintenance of time sheets or other

source documents, the cutting and disbursement of the work experience hourly stipend payments to participants, and ensure separation of duties. Failure to fully document the basis for issuing any of the 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 18.1).**

26.0 INSURANCE COVERAGE FOR WIOA PARTICIPANTS

26.1 **Classroom Training**: The South Carolina Department of Workforce (SCDEW) will provide Accident Insurance Coverage for WIOA participants while they are participating in training conducted in a typical classroom training environment. Copy of insurance policy obtained annually.

26.2 **Work Experience, Limited Internships, and other forms of Training conducted on a Work Site:** The South Carolina Department of Workforce (SCDEW) will provide Accident Insurance Coverage for WIOA participants while participating in scheduled, supervised, or sponsored activities at verifiable training conducted in a typical work experience or limited internship, if applicable (generally, training conducted on an employer's work site). Copy of insurance policy will be requested and obtained annually.

26.3 The worksite is required to provide liability insurance for extenuating circumstances relating to work-based learning and/or work experience, limited internship and other forms of training on a worksite. Liability insurance coverage is identified as a requirement and responsibility of the work site and requires worksite representative signature on the worksite agreement.

26.4 The Grantee will provide general liability insurance certificate coverage and verification obtained annually as part of compliance documents.

26.5 REFUND POLICY

Grantee will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition-based training concludes early.

27.0 ADMINISTRATIVE ENTITY MONITORING

The Administrative Entity will monitor eligibility, assessment, ISS development, Equal Opportunity (EO) Compliance, financial and program activities to ensure clients are receiving adequate and relevant services. The monitor may conduct reviews various times throughout the program year, including a scheduled annual monitoring, and review at completion of the WIOA Eckerd Connects Workforce Development, Inc. program year. The Grantee shall further assist in a cooperative manner when conducting on-site monitoring or audits of WIOA funded program activities. Personnel will be cooperative during the monitoring process.

The US Department of Labor, the Office of the Inspector General, the Comptroller General of the United States; or any of their authorized representatives have the right to timely and reasonable access to all Grantee records as they pertain to this Grant.

All forms and documents maintained by the Grantee pertaining to this Agreement will be made available to the Administrative Entity upon request and is subject to review at any time. The Grantee will maintain the Workforce Innovation and Opportunity Act and all regulations pertaining to the Act on file at its main office.

28.0 CONFIDENTIAL INFORMATION

Any reports, information, data, etc. given to or prepared or assembled by the Grantee under this Grant which the Administrator requests to be kept confidential **shall not** be made available to any individual or organization by the Grantee without the prior written approval of the Administrator.

28.1 SC Works Online services Confidentiality Requirements

Customer, employer, and employee information in the custody of the SC Works Online Services is confidential and may not be accessed, viewed, copied, printed, disclosed or otherwise manipulated unless it is needed to perform official job duties. Passwords are confidential, if you suspect anyone else has knowledge of your password, report immediately to your supervisor then SC Works Online Services Coordinator for change in password.

29.0 COPYRIGHT

No materials produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Administrator and the Local Workforce Development Area, and State Office shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials under this grant

30.0 INTELLECTUAL PROPERTY

Any 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 Connects Workforce Development, Inc. Workforce Services. Obligations and expenditures must be available at any time at the request of WorkLink, SCDEW or US DOL. Eckerd Connects Workforce Development, Inc. must supply the

participant information upon request, even if they are no longer the Grantee/Contractor/Provider.

31.0 OPTION TO EXTEND

Based upon funding availability, the Administrative Entity may extend a Grant period if it appears to be in the best interest of the Administrative Entity and is agreeable with the Grantee.

32.0 TERMINATION

The Administrative Entity may terminate the performance of work under this Grant, in completely or in part, for either of the following circumstances: Termination for Convenience or Termination for Cause, as defined in the Terms and Conditions attached hereto and incorporated herein.

33.0 TRANSFER OF CONTRACT(S)/SUB-GRANT(S)/SUB-CONTRACT(S)

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

34.0 FORMS TO MAINTAIN IN THE PARTICIPANTS FILES

1. All SC Works Online Services forms that relate to the WIOA program
2. WIOA Orientation Forms
3. Signed and dated grievance procedures
4. Counseling notes and documentation
5. Time and attendance sheets signed in ink by the participant and the instructor
6. Academic assessments, vocational assessments (as appropriate), and pre, progress, and post-tests data/results (Learning Express)
7. Competency obtainment documentation
8. Subgrant agreements (as appropriate)
9. Documentation of funds training allowances paid to participants
10. Log sheets signed in ink by participants with check numbers for all WIOA funds paid to participants (to be signed when checks are issued to participants)
11. EO Complaint log.
12. Other information deemed necessary by the Administrator.

35.0 GRANT CONSIDERATIONS

35.1 Changes or Modifications to this Grant

35.1.1 Any changes or modifications to this contractual agreement shall be detailed in writing and executed by both parties. Changes or modifications required

because of changes in WIOA or new decisions of the WorkLink Workforce Development Board may be made anytime during the period of the contractual agreement. **A modification will be requested in the month of October after true carryover numbers are verified.**

36.0 SANCTIONS

36.1 The WorkLink Workforce Development Board may impose sanctions on the service provider when continued non-compliance with this contractual agreement, other policy and procedures of the Board, the Act and or its regulations exists.

37.0 Program Oversight

37.1 The Grantee acknowledges the right and responsibility of the WorkLink Workforce Development Board, SCDEW, and the US Department of Labor and/or their representatives under the provisions of the WIOA to conduct program oversight or monitoring on an announced and or unannounced basis. The Grantee shall further assist in a cooperative manner, the agents, or representatives of the 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 PY 20 Grant are July 1, 2020 to June 30, 2021.

39.0 WIOA Operating Guidance Training and Employment Guidance Letter (TEGL) 38-14 References:

- WIOA (Pub. L. 113-128) Title I, enacted July 22, 2014;
- WIOA Federal Rules and Regulations 20 CFR PART 681;
- WIA of 1998 (Pub. L.105-220),Title I;
- TEGL No. 27-14, Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance provisions;
- 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. 13-12, ETA-9130 Quarterly U.S. Department of Labor (DOL) ETA Financial Reports Instructions; and TEGL No. 2-16; Revised ETA-9130 Financial Report, Instructions, and Additional Guidance;
- TEGL No. 13-09, Contracting Strategies That Facilitate Serving the Youth Most In Need; and WIA (Pub. L. 105-220), Title I;
- TEGL No. 15-13, Youth Program Changes under Workforce Innovation and Opportunity Act (WIOA);
- TEGL No. 1-15, Operations Guidance Regarding the Impact of Workforce Innovation and Opportunity Act (WIOA) Implementation on Waivers Approved under the Workforce Investment Act;

- TEGL No. 8-15, Second Title I, WIOA Youth Program Transition Guidance;
- TEGL No.10-16, Performance Accountability Guidance for Workforce
- Innovation and Opportunity Act (WIOA) Title, I Title II, Title III, and Title IV, Core Programs;
- TEGL No. 16-16, American Job Center-Graphics Style Guide for partners: https://www.dol.gov/ajc/;
- TEGL No. 20-16, Announcing the Publication and Effective Date of the Section 188 WIOA Nondiscrimination and Equal Opportunity Regulations (20 CFR Part 38) Final Rule in the Federal Register;
- TEGL No. 21-16, Third Title I WIOA Youth Formula Program Guidance;
- TEGL No. 27-16, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, and Youth Activities Program Allotments for Program Year (PY) 2017;
- **http://www.doleta.gov/WIOA**
- Technical Assistance Resources: https://youth.workforcegps.org/

Attachments:

(1) Eckerd PY 20 Skill Invoice Policy (Revised 11/16/18)
(2) Eckerd-PYC Enrollment Commitments Form (Revised PY18)
(3) Case Notes General Information
(4) Trainees Criteria under Fair Labor Standard Act (FLSA)-Department of Labor.
(5) SC Child Labor Regulations Summary (Emphasis on Minors Ages 16 and 17)
(6) PYC Program Client Flow Chart
(7) Part III-Terms & Conditions (Revised for WIOA 11/12/16)
(8) Local Area Addendum to Part III- Terms & Conditions (11/22/16)
(9) Provision of Remote WIOA Services Memo

Eckerd CONNECTS | WORKFORCE DEVELOPMENT

Palmetto Youth Connections
Preparing South Carolina's Youth

PY 2020 Youth WIOA Incentive Policy (Approved 11-16-18):

Customers are eligible for incentives, upon completion of goals, and will be awarded as outlined in the PYC PY 20 Skill Invoice Criteria Form on page 2 of this document.

The appropriate documentation must be available and in the customer file for participants to receive incentives as outlined in the PY 20 Skill Invoice Form.

Palmetto Youth Connections
Preparing South Carolina's Youth
Eckerd CONNECTS

ENROLLMENT COMMITMENTS

As an enrolled participant in Palmetto Youth Connections I will:

1) Attend at least 75% of my classroom instruction ____ hours per week minimum. I understand that transportation reimbursement is not allowed unless I attend the minimum training hours per week. Initials of Participant, Parent (if applicable) and Career Coach _____
2) If Basic Skills Deficient, attend tutoring sessions weekly until I make a program skills gain in Math/Reading.
3) Attain my High School Diploma or GED or complete Occupational Skills Training (for example: Manufacturing, CNA, Forklift, and EKG).
4) Review WIOA Orientation information with my Career Coach and register for employment with the SC Works system.
5) Attend and complete Career Smart Soft Skills Workshops: Resume, NIOSH, Financial Literacy, Employability, Critical Thinking, Social Networking, and Entrepreneurial **and** complete a mock interview with PYC Staff.
6) Complete a career counseling session with my Career Coach and complete the Career Pathway Process and review of Labor Market Information (LMI) to make informed career choices.
7) Complete the WIN exam
8) Gain employment, enroll in post-secondary or enlist in the military after completing my High School Diploma/GED, or occupational skills training.
9) **Follow Up is mandatory after program exit to monitor** retention for; employment or post-secondary enrollment for **12 months (one full year)** after program exit. **I understand that I, the participant, must communicate with staff and sign payment voucher to earn incentives during follow up.**
10) Update my Career Coach of any new phone numbers, address changes, email address, social media communication or alternate contact changes
11) Update Career Coach of any new employment changes and complete the Employment Verification form as needed
12) Follow the rules and regulations of the Anderson, Oconee or Pickens County Adult Education Centers

I agree to maintain weekly contact with my assigned Career Coach by email, phone, social media and/or text message or in person during enrollment as well as follow the above commitments.

Student Signature: _____ **Date:** _____
Career Coach Signature: _____ **Date:** _____
Parent/Guardian Signature
(If under age 18): _____ **Date:** _____

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).**

elaws - Fair Labor Standards Act Advisor

Trainees

The Supreme Court has held that the words "to suffer or permit to work," as used in the Fair Labor Standards Act (FLSA) to define "employ," do not make all persons employees who, without any express or implied compensation agreement, work for their own advantage on the premises of another. Whether trainees or students are employees of an employer under the FLSA will depend upon all of the circumstances surrounding their activities on the premises of the employer. If all of the following criteria apply, the trainees or students are not employees within the meaning of the Act:

1. The training, even though it includes actual operation of the facilities of the employer, is similar to that which would be given in a vocational school;
2. The training is for the benefit of the trainees or students;
3. The trainees or students do not displace regular employees, but work under close supervision;
4. The employer that provides the training receives no immediate advantage from the activities of the trainees or students and, on occasion, his operations may even be impeded;
5. The trainees or students are not necessarily entitled to a job at the conclusion of the training period; and
6. The employer and the trainees or students understand that the trainees or students are not entitled to wages for the time spent in training.

If you are interested in whether students in a School-to-Work program are employees under the FLSA, click the underlined text.

For information about independent contractors and volunteers or to find out whether you are covered by the FLSA, click on the underlined text.

Remember that some employees are exempt from various provisions of the FLSA. To explore broad categories of these exemptions or to obtain further information about the FLSA click on the underlined text.

For more information, please contact your local Wage and Hour District Office.

Please click on the **Back** button to return to the Advisor.

South Carolina Child Labor Regulations Summary

S C Department of Labor, Licensing and Regulation
Office of Wages and Child Labor
PO Box 11329
Columbia, SC 29211-1329
(803) 896-4470
www.llr.state.sc.us

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 <u>may</u> 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 <u>may not</u> 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

P.O. Box 995
1550 Gadsden Street
Columbia, SC 29202
dew.sc.gov

Henry McMaster
Governor

G. Daniel Ellzey
Executive Director

To: Local Workforce Area Signatory Officials
Local Workforce Development Board Chairs
Local Workforce Area Administrators
SC Works Operators
DEW Area Directors
DEW Regional Managers

From: Kevin Cummings
Director of Technical Services, Policies, and Reporting

Subject: **Provision of Remote WIOA Services Memo**

Date: March 24, 2020

References: Training and Employment Guidance Letter (TEGL) 16-16; State Instruction Letters 18-01, 18-06, and 12-8, Change 1

The vision for the American Job Center (AJC) network reflects the long-standing and ongoing work of dedicated workforce professionals to align a wide range of publicly- or privately-funded education, employment, and training programs, while also providing high-quality customer service to all job seekers, workers, and businesses. The Workforce Innovation and Opportunity Act (WIOA) builds on the value of the AJC network and provides the workforce development system with important tools to enhance the quality of its AJCs. On March 13, 2020, President Trump declared a national emergency in the face of the coronavirus (COVID-19) pandemic, leading to closed schools, cancelled events, and uncertainty in our communities. Due to increasing health concerns and recommendations to avoid contact with others, this may lead to an increase in the provision of remote services by workforce professionals under WIOA.

As described in 20 CFR 678.305(d)(3), 34 CFR 361.305(d)(3), and 34 CFR 463.305(d)(3), WIOA allows for services to be provided remotely within a reasonable time, by phone or through a real-time Web-based communication, by a program staff member who can provide program information or services, including career services, to the customer. As it is vital that SC Works customers continue to receive services at this time, this memo provides guidance on the provision of remote services under WIOA to help ensure continued customer engagement.

All services must be provided in compliance with all federal, state, and local laws, regulations, policies, and guidance.

WIOA Title I Eligibility

WIOA establishes general and specific program eligibility criteria. Information collected to determine eligibility for the WIOA Adult, Dislocated Worker (DW), and Youth programs may be collected through methods including electronic data transfer, personal interview, or an individual's application.

Documentation requirements to support WIOA Adult and Dislocated Worker eligibility are tied to the level of services provided to the individual. For adults and dislocated workers receiving only basic career services which do not trigger participation in the WIOA program, the local area may accept information provided by these reportable individuals at face value to complete the basic intake process without requiring source documentation.

Documentation requirements increase for participants who receive basic career services triggering participation, individualized career services, or training services. For a list of services that do or do not trigger participation or delay exit, see the Adult/Dislocated Worker and Youth Service Code charts located in SC Works Online Services (SCWOS) under Staff Online Resources.

Self-Attestation

Self-attestation occurs when a participant states their status for an eligibility criterion or set of criteria and then signs documentation acknowledging this status. Self-attestation is not a blanket verification for all eligibility components and does not alleviate or replace the need to collect documentation of some eligibility elements, as outlined in State Instruction 12-8, Change 1. Self-attestation should only be used as a last resort when obtaining documentation is too burdensome for the individual, such as in times of a national or local state of emergency.

Self-attestation may **not** be used at this time as a documentation source for the following criteria when establishing WIOA eligibility for adults, dislocated workers, and youth:

- Date of Birth
- Selective Service Registration (applicable to males only)
- Citizenship/Alien Status
- Dislocated Worker
- Basic Skills
- TANF
- Supplemental Security Income
- Refugee Cash Assistance
- General Assistance
- SNAP

For participants enrolled using self-attestation as a documentation source, every effort should be made to collect all actual supporting documents as soon as documents can be made available to ensure the accuracy of the participant's statements. To reduce the risk of disallowed costs, participants should not be enrolled in training until actual supporting documents can be provided for the required eligibility criteria.

Electronic Signatures

The use of electronic signatures is permissible for WIOA documents requiring the participant's signature, including but not limited to, the WIOA application, including self-attestation statements, Rights Handout, Individual Employment Plan (IEP) and Individual Service Strategy (ISS). All electronically signed documents must be uploaded to the participant's file in SCWOS.

An electronic signature is an electronic sound, symbol or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record. Electronic signatures may include those on documents printed, signed and scanned for return by the participant. If a participant does not have the option of printing documents for a wet signature, the document may be emailed to the participant and upon review and approval, the participant may respond to said email stating acceptance of the document as submitted. Photos of required documents emailed from the participant's email address to the case manager are acceptable as well, provided the required documentation is legible in the photo. The email serves as the record of intent to sign or submit and must be maintained in the participant's file along with the document. All corresponding case notes should indicate the use of and a description of the electronically submitted documentation.

For individuals with no access to the internet or technology needed to submit documentation electronically, documents should be mailed to the individual for signature with a postage-paid return envelope. Local areas should consider the use of a drop box at SC Works centers closed to the public for individuals who wish to drop off the signed documents rather than waiting for them to be returned via mail.

IMPORTANT: All communication from the case manager must be sent from approved work accounts and equipment only. Transmitting or storing Personally Identifiable Information (PII) on personally owned equipment, at off-site locations (e.g. employee's home), and on personal email accounts is prohibited.

Activity Codes

<u>WIOA Adult/DW/Youth Programs</u>
The following services represent activities that can be more readily provided remotely, and must be recorded through the appropriate entry of activity codes and case notes into SCWOS.

- Provided Internet Job Search Support
- Provided Labor Market Research
- Resume Preparation Assistance
- Staff Assisted UI Claim Assistance
- Follow-up Services*
- Provision of Financial Literacy Services
- Career Guidance/Planning/Counseling
- Development of IEP/ISS
- Provision of Financial Aid Eligibility Assistance
- Leadership Development Services

**Case managers must follow local area policies in determining eligibility for receipt of follow-up services.*

Wagner-Peyser (WP) Program

The following services represent activities that can be more readily provided remotely, and must be recorded through the appropriate entry of activity codes and case notes into SCWOS.

- Provided Internet Job Search Support
- Provided Labor Market Research
- Resume Preparation Assistance
- Staff Assisted UI Claim Assistance
- Federal Bonding Voucher Issued
- Provision of Financial Literacy Services
- Career Guidance/Planning/Counseling
- Development of IEP
- Provision of Financial Aid Eligibility Assistance
- WP Initial Assessment

Business Services

The following services represent activities that can be more readily provided remotely, and must be recorded through the appropriate entry of activity codes and case notes into SCWOS.

- Provided Job Order Assistance and Follow-up
- Provided Detailed Labor Market Study
- Promotional Contact
- RR-Funded IWT Agreement for Layoff Aversion
- Engaged in Strategic Planning/Economic Development
- HIRE VETS Medallion Program
- Sector Partnership
- WIOA State or Local IWT

NEW COVID-19 Indicator Service Code

A new service code has been created in SCWOS for internal tracking purposes only. Service Code 019: COVID-19 Affected Unemployment, indicates that an individual has become unemployed due to the coronavirus pandemic through no fault of their own. This code does not indicate that the individual has contracted the virus, only that unemployment occurred due to closure, layoff, or other reason of a temporary to permanent nature due to restrictions imposed by state or federal declarations, or business decisions related to the coronavirus. The activity code should be entered when working with any participant or reportable individual whose employment status has been impacted by COVID-19.

Case Notes

In addition to entering appropriate activity codes to record the services provided, staff must provide case notes where appropriate. Case notes record important details and situations related to individuals and employers, creating a timeline of events that show the progress and participation of the individual or employer; can be used as legal evidence for appeals; and help others understand what has already happened. Case notes should be clear and grammatically correct, have a purpose, state facts, and include all relevant

information such as barriers and any supportive services that may have been provided. Case notes entered into SCWOS must *never include medical, legal, or Personally Identifiable Information (PII)* for any individual.

Individual Employment Plans/Individual Service Strategies

State Instructions 18-01 and 18-06 require an IEP/ISS to be reviewed periodically to evaluate the progress of each participant in meeting the identified objectives and must be updated to reflect any changes. If there is a significant change to the IEP/ISS, the amended IEP/ISS must be signed by the participant and placed in the participant's file or saved in SCWOS. *At this time, electronic signatures will be accepted in accordance with the guidelines described above.* Significant changes include, but are not limited to, a change in training or significant change of the participant's employment goal. Alternatively, additional objectives to the same employment goal that are in line with what the participant has already agreed to in the original IEP/ISS are not considered a significant change and do not require a renewed participant signature. Upon completion or amendment of an IEP/ISS, the program specific IEP/ISS activity code must be entered in SCWOS with a corresponding case note.

Services from State Core Partner Programs

Department of Social Services (SNAP and TANF)

DSS offices are closed to the public, however, the agency is still providing services to some of South Carolina's most vulnerable citizens. While some staff are working remotely, all essential functions and services are being provided. The DSS website has the information and links for online SNAP and TANF applications: https://dss.sc.gov/.

Due to current circumstances related to COVID-19, DSS has established the following process for electronic verification of SNAP and TANF participation. The Verification of SNAP or TANF Participation Form can be located in SCWOS under Staff Online Resources.

1. The WIOA Case Manager completes page two of the Verification of SNAP or TANF Participation Form, specifically, sections I and III on page two. (Ordinarily, DSS would have required the customer's signature on page one of the form, but the agency is removing this requirement for the time being.)
2. The WIOA Case Manager sends an email to cercu@dss.sc.gov, copies the customer on the email, and attaches the document with sections I and III of page two completed.
3. DSS staff will contact the customer directly to obtain authorization to release information to WIOA.
4. After the authorization is obtained from the customer, DSS will email the completed document to the WIOA Case Manager.

Vocational Rehabilitation

SCVRD offices are not conducting "in person" appointments at this time. Counselors and several other staff members are teleworking and continuing to serve consumers and coordinate service delivery using technology as much as possible. Provisions have been made for applications to be taken via phone, and for forms requiring signature to be mailed and returned with the signature if the applicant/consumer approves the

content verbally and agrees to the form being mailed for signature. The agency has also made provisions for staff to note "COVID-19" on certain documents requiring a consumer's signature, with the consumer's approval, to prevent delays as a result of mailing paperwork. Counselors and their supervisors can be reached via email, and many are having calls to their office phones forwarded to their cell phones.

Adult Education

AE is awaiting a response from the Office of Career, Technical, and Adult Education for guidance related to the provision of the TABE assessment, which requires a proctor to be present at the time of the assessment. Further guidance to the local areas is forthcoming.

SC Commission for the Blind

SCCB continues to provide services via onsite staff and those who are teleworking. New referrals can be emailed to Zunaira.wasif@sccb.sc.gov. Please contact Zunaira Wasif, Director of Consumer Services, at 803-587-3379 or 803-898-0175 with additional questions or to speak in-person. Additional information regarding specific offices can be found at http://www.sccb.state.sc.us/.

Resources

Useful quick reference tools are available 24/7 to remote staff on the SCWOS Staff Online Resources page, including but not limited to, the following documents and trainings.

- Activity Code Definitions
- COVID-19 and Unemployment Benefits
- Resume Assistance
- SCWOS 101 Training Guide
- Uploading Documents in SCWOS

Questions may be directed to PoInPro@dew.sc.gov.

PART III
TERMS AND CONDITIONS

3.0 LEGAL AUTHORITY

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

3.1 AWARDING ENTITY

3.1.1 As the awarding entity, the Department of Employment and Workforce (DEW), has the following oversight responsibilities:

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

3.2 FINANCIAL SYSTEM AND REPORTING

3.2.1 The Grantee is responsible for developing and implementing procedures and standards for reporting financial, programmatic, and customer information in the required timeframes and using the systems and formats specified by DEW. Documentation of these procedures shall be maintained by the Grantee for the duration of the grant until grant closeout.

3.2.2 The Grantee shall maintain fiscal records and supporting documentation for all expenditures of funds under the Grant Agreement. The Grantee must provide adequate, qualified staff to prepare required reports. Proper internal controls are required to ensure separation of duties.

3.2.3 Costs incurred by the Grantee prior to the start date specified in the Grant Agreement are incurred at the Grantee's own expense. Prior authorization for pre-award spending must be obtained from DEW and the US Department of Labor before any costs are incurred.

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

3.2.5 The Grantee is required to submit a Financial Status Report (FSR) on a monthly basis, regardless of whether any expenditures have accrued during the month. Reports must be submitted no later than the 20th of the following month. Expenditure data is reported cumulatively through the end of each reporting period on an accrual basis.

3.2.6 A Request for Payment (RFP) must be submitted each time the Grantee wishes to draw down funds, along with proper supporting documentation of disbursements previously drawn down. The Grantee may be required by DEW to provide additional supporting documentation as outlined in the Grant Agreement's Statement of Work. The Grantee may request funds in advance to cover upcoming cash expenditures and accruals to be paid within a short period of receipt of funds (usually within three (3) business days). The Grantee's cash needs must be projected to ensure that funds are received as close as possible to the time of actual disbursement in accordance with 2 CFR Part 200.305. Cash on hand should be limited to the amount needed for immediate disbursement.

3.2.7 The Grantee will submit a complete Grant Closeout Report to DEW no later than sixty (60) calendar days after the grant end date. DEW will supply the closeout forms and instructions prior to grant expiration.

3.3 RECORDKEEPING

3.3.1 DEW, and any of its authorized representatives, must have timely and reasonable access to all Grantee records and personnel related to the Grant Agreement for the purpose of inspection, investigation, monitoring, auditing, evaluation, interview, and discussion. Further, DEW and any of its authorized representatives, have the right to copy all records pertaining to the Grant Agreement.

3.3.2 The Grantee shall comply with requirements for custody and retention of records as set forth in 2 CFR Part 200, as applicable. Records must be retained for no less than three years after submittal of the Grant Agreement closeout to DEW or the last request for grant records during an audit, whichever is most recent. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken (2 CFR Part 200.333).

3.3.3 The Grantee assures it will comply with Federal and State laws and guidelines for the handling and protection of Personally Identifiable Information, including but not limited to 2 CFR Part 200.79 and US Department of Labor Training and Employment Guidance Letter 39-11, *Guidance on the Handling and Protection of Personally Identifiable Information (PII)*, located at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

3.3.4 The Grantee agrees to maintain the confidentiality of any information that identifies or may be used to identify any grant and benefit participants. The Grantee shall not disclose or re-disclose any employer or personally identifying information of the subject of the information unless permitted by law.

3.3.5 All releases of information shall be in accordance with State and Federal law, regulations and guidelines, including but not limited to S.C. Code Ann. § 41-29-160; the Family Privacy and Protection Act (S.C. Code Ann. § 30-2-10 et al), 20 CFR 603, and IRS Publication 1075.

3.4 PROCUREMENT

3.4.1 The Grantee must have written procedures for procurement transactions that comply with State regulations. Procedures may reflect applicable local laws and regulations, provided they conform to applicable Federal law and the standards identified in 2 CFR Parts 200.318 through 200.326.

3.4.2 Procurement standards must ensure fiscal accountability and prevent waste, fraud, and abuse. The Grantee will conduct procurement in a manner that provides full and open competition consistent with the standards of 2 C.F.R Part 200.319.

3.5 ADDITIONAL CONDITIONS AND ENFORCEMENT

3.5.1 The Grantee acknowledges and accepts that special additional conditions may be unilaterally imposed by DEW in accordance with 2 CFR 200.207. Such conditions may be imposed if the Grantee demonstrates one or more of the following conditions:

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

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

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

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

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

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

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

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

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

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

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

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

3.6 CHANGES AND AMENDMENTS

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

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

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

3.7 ASSURANCES

3.7.1 EQUAL OPPORTUNITY ASSURANCES: As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it is aware of and has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance. These laws include, but are not limited to:

A. *Section 188 of the Workforce Innovation and Opportunity Act (WIOA),* which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

B. *Title VI of the Civil Rights Act of 1964, as amended,* which prohibits discrimination on the bases of race, color, and national origin;

C. *Title IX of the Education Amendments Act of 1972,* which prohibits discrimination on the basis of sex in educational programs;

D. *Section 504 of the Rehabilitation Act,* which prohibits discrimination against qualified individuals with disabilities;

E. *The Age Discrimination Act of 1975, as amended,* which prohibits discrimination on the basis of age; and

F. *The South Carolina Pregnancy Accommodations Act,* which protects employees and applicants who have medical needs arising from pregnancy, childbirth, or related medical conditions.

G. The Grantee also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Grantee's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance.

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

A. *Jobs for Veterans Act (38 U.S.C. §4215)*, which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;

B. *P.L. 113-114, Division E, Title VII, Section 743*, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;

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

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

D. *Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP),"* which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;

E. *Executive Order 13333*, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. *§*7104(g));

F. *Buy American Notice Requirement*, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. *§*10a et seq.);

G. *Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997)*, which provides that recipients of Federal funds are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;

H. *Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009),* which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;

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

3.8 CERTIFICATIONS

3.8.1 Lobbying (2 CFR *§*200.450)

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

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

3.8.2 Debarment, Suspension, and Other Responsibility Matters

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

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

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

WORKFORCE INNOVATION & OPPORTUNITY ACT
WorkLink WDB
Local Area Addendum
to
PART III - TERMS AND CONDITIONS

(Revised June 25, 2018)

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3.0 STATEMENT OF PURPOSE

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

3.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2 LEGAL AUTHORITY

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

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

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

3.2.1 Business Licensing/Taxation/Insurance Requirements

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

3.3 AWARDING ENTITY

3.3.1 Oversight Responsibilities

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

- The Awarding Entity will provide technical assistance to the recipients/subrecipients/subgrantees in the areas of planning, design, delivery, and management during the course of the program.

- The Awarding Entity will note deficiencies when technical assistance is delivered and will help the recipient/subrecipient/subgrantee correct the deficiencies.

- The Awarding Entity will conduct formal programmatic and financial reviews of the recipient/subrecipient/subgrantee as necessary.

- The Awarding Entity will notify the recipient/subrecipient/subgrantee in writing of any deficiencies noted during formal reviews.

- The Awarding Entity will conduct follow-up visits to review and to assess efforts to correct deficiencies noted during formal reviews.

3.3.2 Funding Obligations

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

(a) The Awarding Entity shall not be liable to the recipient/subrecipients/ sub-grantees for expenditures made in violation of Part 683 of the Regulations promulgated under the Act, or in violation of any other regulations promulgated under the Act, or otherwise applicable.

(b) The Awarding Entity shall not be liable to the recipient/subrecipients /sub-grantees for costs incurred or performances rendered unless such costs and performances are in strict accordance with the terms of this Agreement.

(c) The Awarding Entity's funding obligations under this Agreement are contingent upon receipt of funds from the USDOL/State Workforce Development Area allocation guidelines governing distribution within the Awarding Entity's total jurisdiction. The Awarding Entity is in no way obligated for any funds not received nor any decrease in funding caused by required allocation formulas.

3.4 RECIPIENTS/SUBRECIPIENTS/SUBGRANTEES

3.4.1 Assurances of Compliance

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

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

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

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

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

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

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

3.4.2 Time of Performance

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

3.4.3 Satisfactory Performance

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

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

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

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

3.5 RECIPIENT/SUBRECIPIENT/SUBGRANTEE FINANCIAL MANAGEMENT SYSTEM AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

3.5.1 Method of Payment

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

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

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

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

3.5.2 Repayment and Adjustments in Payments

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

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

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

3.5.3 Closeouts

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

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

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

3.5.4 Cash Depositories

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

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

3.5.5 Program Income

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

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

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

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

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

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

3.5.6 Indirect Costs

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

3.5.7 Bonding Requirements for Advance Payments

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

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

(a) The recipient/subrecipient/subgrantee shall be named as the insured.

(b) The period of coverage shall be no less than one year, with a discovery period of no less than three years subsequent to cancellation or termination of the Bond.

(c) The Bond evidencing such coverage as required under WIOA Agreement shall contain the following endorsement:

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

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

3.5.8 Legal Fees

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

(a) the payments are reasonable in relation to the fees charged by other recipients/subrecipients/subgrantees providing similar services; and

(b) the services could not be competently provided through employees of the recipient/subrecipient/subgrantee or other available state or local government employees.

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

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

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

3.5.9 **Assignment of Interest**

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

3.5.10 **Meetings, Conferences and Travel Payments**

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

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

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

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

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

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

3.5.11 Prevention of Fraud and Abuse

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

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

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

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

3.6 PARTICIPANT DATA SYSTEM

3.6.1 Participant Information

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

(a) a record of each applicant for whom an application has been completed and a formal determination of eligibility or ineligibility made;

(b) a record of each participant's enrollment sufficient to demonstrate compliance with the eligibility criteria of a particular program, activity and other restrictions imposed by the Act; and

(c) other information as necessary and/or as outlined in the scope of work to develop and measure the achievement of performance standards and monitor equal opportunity.

3.6.2 Recipient/Subrecipient/Subgrantee Responsibilities

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

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

(b) eligibility determination and certification of applicant eligibility, as applicable;

(c) tracking and ensuring participants' maximum in program activities, program duration and other constraints imposed by the Act;

(d) submission of such other reports, data and information on the operation and performance of this Agreement as may be required by the Awarding Entity;

(e) maintaining a system that provides a complete and accurate record of participant's status, characteristics, exit and employment data which shall be used by the Awarding Entity to measure accomplishments or performance in achieving the objectives stated in this Agreement.

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

3.7 PARTICIPANT PAYMENTS, BENEFITS AND WORKING CONDITIONS

3.7.1 Payments to Participants

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

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

3.7.2 Benefits and Working Conditions

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

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

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

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

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

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

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

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

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

3.7.3 Supportive Services

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

3.7.4 Retirement Programs

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

3.7.5 Child Labor

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

3.8 REQUIREMENTS FOR RECORDS

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

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

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

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

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

3.8.1 Substitution of Microfilm

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

3.8.2 Right of Access to Records

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

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

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

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

3.8.3 Fees

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

3.9 PROCUREMENT

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

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

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

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

3.9.1 Methods of Procurement

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

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

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

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

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

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

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

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

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

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

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

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

- *The recipient/subrecipient/subgrantee shall determine that the item or service is authorized by the budget, funds are available for purchase, and the WorkLink WDB point of contact approves the requested purchase or sub-award.*

- *The recipient/subrecipient/subgrantee shall prepare request for bids and specifications or request for proposals, list the potential vendors, and prepare proposed newspaper and other legal advertisement. The advertisements should include:*
  - *Brief scope of services;*
  - *Name and telephone of the person to contact for a copy of the RFP or bid specifications;*
  - *Deadline for submitting proposal or bids; and*
  - *Statement that the WIOA program does not discriminate.*

- *The recipient/subrecipient/subgrantee shall send out the RFP or bid to the list of vendors and advertise at a minimum in Anderson, Greenville, and Spartanburge Counties. A minimum of ten (10) calendar days must be allowed for submission of proposals or bids.*

- *The recipient/subrecipient/subgrantee shall a hold public bid opening at time and place announced, and tabulate bids. The results shall be submitted to a committee of non-biased peers selected from among management staff of partners (or their designee) and/or WDB members and/or other area subject experts. Under no circumstances should an individual be included in the committee to review and score bids that has a conflict of interest. This committee will select the best proposal.*

- *The recipient/subrecipient/subgrantee must make available all documentation to support the procurement upon request.*

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

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

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

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

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

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

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

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

(1) rationale for the method of procurement;

(2) the selection of contract type; and

(3) contractor selection or rejection and the basis for the grant/contract type.

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

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

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

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

3.9.2 Selection of Service Providers through Formal Grant Process

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

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

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

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

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

3.9.3 Conflict of Interest

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

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

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

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

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

3.9.4 Nepotism

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

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

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

3.9.5 Conducting Business Involving Close Personal Friends and Associates

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

3.9.6 Property Management Standards

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

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

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

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

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

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

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

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

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

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

3.10 CHANGES AND MODIFICATIONS

3.10.1 Amendments

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

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

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

3.10.2 **Modifications**

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

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

(a) the transfer will not increase the monetary obligations of the Awarding Entity;

(b) the transfer will not increase the total amount allocated to any single cost category in the budget;

(c) the transfer will not decrease the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; or (3) the individuals to be served within significant client groups of the Agreement;

(d) the transfer will not significantly change the nature or scope of the program funded under this Agreement. Exception: Any and all changes in personnel, fringe benefits and indirect cost must have prior approval of the Awarding Entity.

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

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

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

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

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

3.11 SUBCONTRACTING AND MONITORING

3.11.1 Sub-tier Agreements

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

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

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

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

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

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

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

3.11.2 Monitoring

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

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

3.12 TERMINATION PROVISIONS

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

3.12.1 Termination for Convenience

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

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

(a) settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and

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

3.12.2 Termination for Cause

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

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

- When the recipient/subrecipient/subgrantee has failed to submit his appeal within **thirty (30) calendar days** from the date of the termination notice and has failed to request extension of such time, he shall have no such right of appeal.

- In the case of state grants, the appeal will be made to the State Workforce Development Board. The same time parameters and conditions apply as those for the LWDB.

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

(a) if there is no right of appeal hereunder or if no timely appeal has been made, the amount so determined by the Awarding Entity; or

(b) if an appeal has been made, the amount finally determined on such appeal.

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

(a) all unliquidated advance or other payments on account made to the recipient/subrecipient/subgrantee applicable to the terminated portion of this Agreements;

(b) any claim which the Awarding Entity may have against the recipient/subrecipient/subgrantee in connection with this Agreement; and

(c) the negotiated price for, or the proceeds from the sale of any materials, supplies or other items acquired by the subrecipient/ subgrantee, or sold, pursuant to the provisions of this clause and/or otherwise covered by or credited to the Awarding Entity.

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

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

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

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

3.13 AUDITS

3.13.1 Audits and Inspections

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

(a) the Awarding Entity shall have the authority to examine the books and records used by the recipient/subrecipient/subgrantee in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the Awarding Entity, the Awarding Entity reserves the right to withhold any or all of its funding to the recipient/subrecipient/ subgrantee until such time as they do meet these standards;

(b) the Awarding Entity shall have the authority to examine all forms and documents used including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks and other checks used by the recipient/ subrecipient/subgrantee until such time as they do meet these standards;

(c) the Awarding Entity may require the recipient/subrecipient/subgrantee to use any or all of its accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement;

(d) the Awarding Entity reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled or advanced in any way**,** tangible or intangible. Such sites may include the home office, and branch office or other locations of the recipient/subrecipient/subgrantee if such sites or the activities performed thereon have any relationship to the program covered by this Agreement;

(e) the Awarding Entity shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property and/or equipment authorized by this Agreement; and

(f) subject to the discretion of the Awarding Entity, certain authorized members of the Awarding Entity shall have the right to be present at any and all of the recipient's/subrecipient's/subgrantee's staff meetings, Board of Director's meetings, Advisory Committee meetings and Advisory Board meetings if an item to be discussed is an item of this Agreement.

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

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

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

3.13.2 Audit Reports

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

3.14 ASSURANCES

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

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

B. Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972, which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;

C. Title VII of the Civil Rights Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;

D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;

E. The Age Discrimination Act of 1975 (42 U.S.C. §6101), as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;

F. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;

G. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688), as amended, which prohibits discrimination on the basis of sex in educational programs;

H. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;

I. Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination in employment on the basis of genetic information;

J. Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;

K. Section 508 of the Rehabilitation Act (29 U.S.C. §794d), which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;

L. Jobs for Veterans Act (38 U.S.C. §4215), which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;

M. P.L. 113-114, Division E, Title VII, Section 743, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;

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

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

O. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;

P. Executive Order 13333, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that

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

Q. Buy American Notice Requirement, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);

R. Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997), which provides that recipients of Federal funds are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;

S. Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009), which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;

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

U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;

V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;

W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and

X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3). The notice must

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

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

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

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

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

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

3.14.2 Veterans Employment

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

3.14.3 Relocation

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

3.14.4 Disputes and Court Action

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

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

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

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

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

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

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

3.14.6 Complaints of Discrimination

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

3.14.7 Complaints and Reports of Criminal Fraud, Waste and Abuse

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

3.14.8 Non-WIOA Remedies

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

3.14.9 Appeals Process

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

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

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

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

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

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

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

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

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

3.15 OTHER STIPULATIONS

3.15.1 Other Stipulations Governing this Agreement

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

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

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

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

3.15.2 Hold Harmless

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

3.15.3 Non-Federal Employees

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

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

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

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

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

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

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

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

3.15.5 Unionization and Political Activity

3.15.5.1 Union

(a) No funds under this Agreement shall be used in any way to either promote or oppose unionization.

(b) No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement which contains a Union Security Provision.

(c) No participant in work experience may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.

(d) No person shall be referred to or placed in an on-the-job training position affected by a labor dispute involving a work stoppage and no payments may be made to employers for the training and employment of participants in on-the-job training during the period of work stoppage.

3.15.5.2 Political Activity

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

(b) No program-under the Act may involve political activities, including but not limited to:

(1) participant or employee participation in partisan or non-partisan political activities in which such participant or employee represents himself/herself as a spokesperson for the WIOA program;

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

(3) employing or out-stationing participants in the office of a member of Congress or state or local legislator or any staff of a legislative committee; or

(4) employing or out-stationing participants in the immediate offices of any chief elected executive official, chief executive officers, or officers of a state or unit of general local government.

(c) Neither the program nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way or to any extent, engaged in the conduct of political activities in contravention of **Chapter 15 of Title 5, United States Code,** known as the **"Hatch Act".**

(d) No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress or to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislatures.

3.15.6 **Maintenance of Effort**

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

(a) result in an increase in employment and training opportunities over those which would otherwise be available;

(b) do not result in the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-over-time work, wages or unemployment benefits;

(c) do not impair existing contracts for services or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed, including services normally provided by temporary, part-time or seasonal workers or through contracting such services out; or

(d) result in the creation of jobs that are in addition to those that would be funded in the absence of assistance under the Act.

3.15.7 **Lobbying** (2 CFR §200.450)

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

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

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

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

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

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

June 19, 2020

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

Re: PY2020 Grant Awards for WIOA Operator and Ad/DW Program Services

Dear Mr. Reed:

The WorkLink Workforce Development Board (WDB) voted to renew our grants for WIOA Operator and Adult/Dislocated Worker program services (authorized under Title 1-B of the Workforce Innovation and Opportunity Act of 2014) with Eckerd Workforce Services on June 3, 2020.

Please allow this letter to serve for the following reasons:

1. To confirm that WorkLink WDB intends to award grant numbers 20A295E2 & 20D295E2 for PY2020 (July 1, 2020 to June 30, 2021) in the total amount of $842,000.

2. To confirm that WorkLink WDB intends to award grant numbers 20A995E2 & 20D995E2 for PY2020 in the total amount of $95,000.

3. To confirm authorization for Eckerd Workforce Services to incur generally accepted program costs against the above cited grant extensions not to exceed:
   - **$300,000 in Adult funds (for Operator and Program);**
   - **$168,400 in Dislocated Worker funds (for Program); and**
   - **$11,400 in Dislocated Worker funds (for Operator)**

   until the fully executed grant awards are completed.

   Eckerd Workforce Services should adhere to the budgeted line items approved by the WorkLink WDB on June 3, 2020. (Approved PY2020 OneStop Operator and Adult/DW Program budgets have been attached to this letter for reference.)

   WorkLink WDB receives only a small portion of their WIOA Adult/DW funding for the first quarter of the new year. Therefore, **it is very important that the service provider understands the following**:
   - Expenditures occurring during between July 1, 2020 and September 30, 2020 may not be paid with funds received after October 1, 2020.
   - The total amounts listed in number three of this letter MUST be adhered to.
   - WorkLink WDB will not reimburse the service provider for any costs over the funding limits set forth in number three until such time as this letter is modified or a grant award is executed.
   - This letter confirms the funding WorkLink WDB has available for reimbursement to the service provider until the full NFA is available in October.

- The service provider should not make any large purchases during the period of July 1, 2020 to September 30, 2020 due to the limited amount of funding available.

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

4. To confirm that WorkLink Workforce Development Board intends to award the remaining grant amount upon receipt of the final PY2020 Notice of Funds Authorized (NFA) for Adult and Dislocated Worker.
   - If an unforeseen reduction occurs in the NFA due to DOL or DEW recalculation of awards, Eckerd Workforce Services may see a reduction as well.
   - WorkLink WDB anticipates receiving the final PY2020 NFA October 1; however, historically WorkLink WDB has seen delays in the receipt of NFAs.
   - Eckerd Workforce Services should monitor expenditures closely until Grant Awards can be finalized.

Funding amounts outlined above should be considered obligated to Eckerd Workforce Development Services as of the issuance date of this letter, June 19, 2020.

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

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

Sincerely,

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

CC: Trent Acker, WorkLink Executive Director
Mike Wallace, WorkLink WDB Chair

Attachments:

- Board Approved PY2020 Adult/DW Program Services Budget
- Board Approved PY2020 WIOA Operator Budget
- Statement of Work PY2020 WIOA AD/DW Program Services
- Statement of Work PY2020 WIOA Operator
- WIOA Terms and Conditions
- WIOA Terms and Conditions Local Addendum

Acknowledgement of Receipt:

June 25, 2020
Date

Randall Luecke
Chief Financial Officer
Eckerd Workforce Services

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Development Area

GRANT BUDGET SUMMARY

Service Provider: Eckerd Workforce Development Contract #: 20A295E2 & 20D295E2

Project/Activity: WIOA Adult/DW Program Funding Source: WIOA Adult & DLW Formula Funds Modification #: Original

approved 6.3.2020

CATEGORIES	ADULT	DLW	Administration	Non-Administration	Total Budget Amount
STAFF COSTS (Salaries & Fringe Benefits)	$ 272,110	$ 69,596		$ 341,706	**$ 341,706**
OPERATING COSTS	$ 18,765	$ 5,266		$ 24,031	**$ 24,031**
TRAINING COSTS	$ 301,403	$ 64,032		$ 365,435	**$ 365,435**
SUPPORTIVE SERVICE COSTS	$ 33,500	$ 17,200		$ 50,700	**$ 50,700**
Training Fees/Professional Fees/ Profit	$ 4,042	$ 1,010		$ 5,052	**$ 5,052**
Indirect Costs	$ 43,781	$ 11,295		$ 55,076	**$ 55,076**
Total Budget Costs	**$ 673,600**	**$ 168,400**	**$ -**	**$ 842,000**	**$ 842,000**
Percentage of Budget	**80%**	**20%**		**100%**	
Cost Limitations			2% Maximum	At least 98%	**100%**

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Development Area

COST AND PRICE ANALYSIS WORKSHEET

Service Provider: Eckerd Workforce Development

Contract #: 20A295E2 & 20D295E2

Project/ Activity: WIOA Adult/DW Program

Funding Source: WIOA Adult & DLW Formula Funds

Modification #: Original approved 6.3.2020

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
VP, Operations	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
Operations Director	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
Fiscal Support	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
Data Integrity Specialist	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
Program Manager	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
Lead Career Coach	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
Career Coach #1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
Career Coach #2	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
Career Coach #3	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
TOTAL SALARIES				**$ 253,786.36**		**$ 202,089.71**		**$ 51,696.65**				**$ 253,786.36**
FRINGE BENEFITS:												
FICA	$ 253,786.36	X	7.65%	$ 19,414.66		$ 15,459.86		$ 3,954.81			100%	$ 19,414.66
Unemployment	$ 253,786.36	X	0.60%	$ 1,522.72		$ 1,212.57		$ 310.17			100%	$ 1,522.72
Workers Comp	$ 253,786.36	X	0.75%	$ 1,903.40		$ 1,515.69		$ 387.70			100%	$ 1,903.40
Retirement (403b Match)	$ 253,786.36	X	2.20%	$ 5,583.30		$ 4,445.96		$ 1,137.30			100%	$ 5,583.30
Healthcare	$ 253,786.36	X		$ 59,495.65	23.4%	$ 47,386.38	23.4%	$ 12,109.27			100%	$ 59,495.65
TOTAL FRINGE BENEFITS				**$ 87,919.72**		**$ 70,020.46**		**$ 17,899.26**				**$ 87,919.72**
INDIRECT COST: RATE	**$ 372,889.10**	X	14.77%	**$ 55,075.72**	79.49%	**$ 43,780.72**	20.51%	**$ 11,295.00**			100%	**$ 55,075.72**
TOTAL COST				**$ 396,781.80**	23.45%	**$ 315,890.89**	23.42%	**$ 80,890.91**			100%	**$ 396,781.80**

Each position must be supported by a job description.

A complete "Per Person" cost analysis must be completed and attached as an Exhibit.

A current copy of your "Indirect Cost Rate" as approved by your Cognizant Agency and description of the costs covered must be attached to the budget as an Exhibit

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Development Area

COST AND PRICE ANALYSIS WORKSHEET

Service Provider: Eckerd Workforce Development | Contract #: 20A295E2 & 20D295E2

Project/Activity: WIOA Adult/DW Program | Fund Source: WIOA Adult & DLW Formula Funds | Modification #: Original approved 6.3.2020

Categories & Line Items	Total Cost	ADULT	DLW	Non-Administration
OPERATING COSTS				
Facility Rent, Utilities, Maintenance, etc.	$ -	$ -	$ -	$ -
Staff Expendable Supplies & Materials	$ 4,400	**$ 3,200**	**$ 1,200**	$ 4,400
Software Licenses	$ 1,914	**$ 1,299**	**$ 615**	$ 1,914
Staff Computers	$ -	**$ -**	**$ -**	$ -
Program Outreach Expenses (Brochures, Flyers, etc.)	$ 375	$ 300	$ 75	$ 375
Copy & Print Expenses	$ 3,500	**$ 2,800**	**$ 700**	$ 3,500
Communications (Phone, Fax, Internet, etc.)	$ 4,392	**$ 3,526**	**$ 866**	$ 4,392
Staff Travel				
Local Mileage cost	$ 4,500	**$ 3,600**	**$ 900**	$ 4,500
Non-Local Mileage cost	$ -			$ -
Non-Local Per Diem/Lodging Cost	$ 1,750	**$ 1,400**	**$ 350**	$ 1,750
Staff Training	$ 1,250	**$ 1,000**	**$ 250**	$ 1,250
Staff Background Checks	$ 550	**$ 440**	**$ 110**	$ 550
Non-Expendable Equipment Purchases (Computers, software, etc.)				
Non-Expendable Equipment Purchases **(Computer Leases)**	$ -	$ -	$ -	$ -
Wide Area Network (WAN) Equipment and **Computer Software**	$ -	$ -	$ -	$ -
Postage (Stamps, FedEx, etc.)	$ 1,400	**$ 1,200**	**$ 200**	$ 1,400
TOTAL OPERATING COSTS	**$ 24,031**	**$ 18,765**	**$ 5,266**	**$ 24,031**
TRAINING COSTS				
WI Customer Supplies & Materials Costs	$ -	$ -	$ -	$ -
WI Customer Book Costs	$ -	$ -	$ -	$ -
WI Customer Credential Exam Fees (C.N.A., GED, TABE, WorkKeys, etc.)	$ 9,500	**$ 8,000**	**$ 1,500**	$ 9,500
WI Customer Individualized Training Costs				
Tuition Cost (Adult Education Skill Upgrade & GED)	$ -	$ -	$ -	$ -
Other Individualized Training Cost (TCTC Pre-Employment Workshops)	$ -	$ -	$ -	$ -
Individual Training Account/Voucher Cost	$ 353,835	**$ 291,903**	**$ 61,932**	$ 353,835
Client Verifications	$ 2,100	**$ 1,500**	**$ 600**	$ 2,100
WI Customer On-the-Job Training Costs				
Reimbursable Wages	$ -	$ -	$ -	$ -
TOTAL TRAINING COSTS	**$ 365,435**	**$ 301,403**	**$ 64,032**	**$ 365,435**
SUPPORTIVE SERVICES COSTS				
WI Customer Incentives (Youth Only)	$ -	$ -	$ -	$ -
WI Customer Transportation Costs	$ 13,000	**$ 10,500**	**$ 2,500**	$ 13,000
WI Customer Childcare Costs	$ 3,000	**$ 1,500**	**$ 1,500**	$ 3,000
Training Support Materials (Uniforms, Drug Screens, Background Checks, etc.)	$ 34,700	**$ 21,500**	**$ 13,200**	$ 34,700
WI Customer Emergency Assistance (Rent, Car Repair, etc.)	$ -	**$ -**	**$ -**	$ -
TOTAL SUPPORTIVE SERVICES COSTS	**$ 50,700**	**$ 33,500**	**$ 17,200**	**$ 50,700**
TRAINING/PROFESSIONAL FEES/PROFIT				
Profit (Professional Fee - 5%) Can be tied to Performance	$ -	$ -	$ -	$ -
General Liability Insurance	$ 5,052	**$ 4,042**	**$ 1,010**	$ 5,052
TOTAL FEES / PROFIT COSTS	**$ 5,052**	**$ 4,042**	**$ 1,010**	**$ 5,052**

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

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Development Area

PARTICIPANT FLOW BASIS & PROJECTIONS

Service Provider	Eckerd Workforce Development
Contract #	20A295E2 & 20D295E2
Project Activity	WIOA Adult/DW Program
Fund Source	WIOA Adult & DLW Formula Funds
Mod#	Original
	approved 6.3.2020

PY19 Actuals Basis

	Adult	Dislocated Worker	Total
PY19 Actual Budget Expenditure	$ 639,200.00	$ 136,000.00	$ 775,200.00
PY19 Non-WIOA Training Funds	$ 141,447.50	$ 8,845.00	$ 150,292.50
PY19 Total Program Expenditure	**$ 780,647.50**	**$ 144,845.00**	**$ 925,492.50**
PY19 New Enrollments	186	38	224
PY18 Carryovers to PY19	138	14	152
PY19 Active Follow-up	167	16	183
PY19 Total Served	491	68	559
PY19 Cost per Participant	**$ 1,589.91**	**$ 2,130.07**	**$ 1,655.62**
PY20 Contract Totals (90% of Contract)	$ 606,240.00	$ 151,560.00	$ 757,800.00
PY20 Non-WIOA Training Funds	$ 112,500.00	$ 12,500.00	$ 125,000.00
PY20 Planned Program Expenditure	$ 718,740.00	$ 164,060.00	$ 882,800.00
PY20 Contract Totals divided by PY19 Cost Per Participant equals PY20 Service Levels	452	77	529
	Clients Served		
Period	**Adult**	**DW**	**Total**
PY20 Active Follow-up as of 7/1/2020	176	39	**215**
PY20 Carryovers from PY19 as of 7/1/2020	140	15	**155**
PY20 New Enrollment Plan by Month	136	23	**159**
July-19	11	1	
August-19	12	2	
September-19	12	2	
October-19	12	2	
November-19	11	2	
December-19	11	2	
January-20	11	2	
February-20	12	2	
March-20	11	2	
April-20	11	2	
May-20	11	2	
June-20	11	2	
PY19 Total Served	**452**	**77**	**529**
		# of CC's	4
		Average 125 per CC	132.25

WorkLink Budget Comparison

		Mod#2 PY 19 Approved Budget	Change	PY 20 Proposed Budget	NOTES
Slot Level					
Staff Costs					
VP Operations		[redacted]	[redacted]	[redacted]	Budget decreased to match with time historically billed to contract
Fiscal Support		[redacted]	[redacted]	[redacted]	Budget increased to account for time needed to perform fiscal duties. When factoring in all fiscal staff, this results as an overall increase of $646.13 because two positions have been removed from budget.
Operations Director		[redacted]	[redacted]	[redacted]	Budget/time on project decreased.
Data Integrity Specialist		[redacted]	[redacted]	[redacted]	Budget increased to account for actual hours/duties and 2088 work hours in PY20.
Program Manager		$ [redacted]	[redacted]	[redacted]	Increased to reflect a full year at current salary.
Career Coach #1		$ [redacted]	[redacted]	[redacted]	Budget increased to account for actual hours/duties and 2088 work hours in PY20.
Career Coach #2 - thru 8/23/19		[redacted]	[redacted]	[redacted]	Budget increased to account for actual hours/duties and 2088 work hours in PY20.
Career Coach #2 - start 10/21/19		[redacted]	[redacted]	[redacted]	
Career Coach #3		$ [redacted]	[redacted]	[redacted]	Budget increased to account for actual hours/duties and 2088 work hours in PY20.
Career Coach #4		$ [redacted]	[redacted]	[redacted]	Budget increased to account for actual hours/duties and 2088 work hours in PY20.
Finance Director		[redacted]	[redacted]	[redacted]	Eckerd has agreed to not charge for this position even though they continue to oversee billing.
Billing Supervisor		[redacted]	[redacted]	[redacted]	Eckerd has agreed to not charge for this position even though they continue to oversee billing.
Sub-Total of Staff Costs		**$ 246,293.75**	**$ 7,492.62**	**$ 253,786.36**	
Fringe Benefits	**Rate**				
FICA	7.65%	$ 18,841.49	$ 573.19	$ 19,414.68	Increase due to increase in overall salaries.
Workers Comp.	0.75%	$ 1,847.20	$ 56.19	$ 1,903.40	Increase due to increase in overall salaries.
Health Insurance	21 34%	$ 53,457.66	$ 6,037 99	$ 59,495.65	Increase due to increase in health insurance costs. Cost is currently planned at $800 per month per staff
Retirement	2.00%	$ 4,925.83	$ 657.43	$ 5,583 26	Increase based on companies contribution.
Unemployment Insurance	0.60%	$ 1,477.78	$ 44 96	$ 1,522.74	Increase due to increase in overall salaries.
Other (Specify)					
Sub-Total Fringe:	**32.34%**	**$ 80,549.97**	**$ 7,369.75**	**$ 87,919.72**	
Operating Costs					
Wide Area Network Costs	6265	$ 300.76	$ 59 24	$ 360.00	Internet costs at $30 per month
Postage	6005	$ 867.72	$ 532 28	$ 1,400.00	$116.67 Mo X 12 Mo for Postage and FedEx of Participant checks
Staff Cell Phones	6270	$ 4,828.32	$ (796 32)	$ 4,032.00	$336 Mo X 12 Mo (Cell phones at $62 per month for fulltime staff and fractional costs for VP of Operations, Ops Director, and Data Integrity Specialist. Costs decreased to match actuals from PY19.
Local Mileage	6105	$ 3,655.14	$ 844.86	$ 4,500.00	7810 Miles X $0.575 per mile (Avg of 1,565 miles per staff annually)
Non-Local Mileage/Travel		$ 3,500.00	$ (1,750.00)	$ 1,750.00	Costs are for airfare, lodging etc. for conferences or staff training. ($875 for 2 staff).
Consummable Supplies	6000	$ 4,154.86	$ 245.14	$ 4,400.00	$366.67 Mo X 12 Mo (Based on last 2 years average)
Staff Computers	6085	$ 5,500.00	$ (5,500.00)	$ -	Purchased in previous program year of PY19
Copy/Print	6730	$ 3,008.60	$ 491.40	$ 3,500.00	$291.66 Mo X 12 Mo (Based on last 2 years average)
Software Licenses	6095	$ 2,200.00	$ (286.00)	$ 1,914.00	Annual license fee for Empyra: $299.66 X 5 fulltime staff + fractional costs for VP of Operations, Ops Director, and Data Integrity Specialist. Costs decreased to match actuals from PY19.
Staff Training Registration Costs	5110	$ 4,000.00	$ (2,750.00)	$ 1,250.00	Conference or Training Registration ($625 Ea. for 2 staff)
Participant Outreach	6735	$ -	$ 375 20	$ 375 20	$375 for annually for flyers/advertising as needed for special events.
Staff Background Checks	5100	$ 459.75	$ 90.05	$ 549.80	Average of $50 Ea. (Based on schedule for Background Checks/MVR Checks and planned for fulltime staff and fractional costs of VP of Operations, Ops Director, and Data Integrity Specialist.
Sub-Total Operating		**$ 32,475.15**	**$ (8,444.15)**	**$ 24,031.00**	

Training					
Tuition Cost (Adult Education)	6530	$ 429,884.42	$ (76,049 23)	$ 353,835 20	Planned for 155 participants to receive occupational training at an average tuition cost of $2281.90 each.
Instructional Supplies (Books)	6545	$ 1,752.70	$ (1,752.70)	$ -	moved to 6546
Credential Exam Fees	6525	$ 13,900.00	$ (4,400.00)	$ 9,500.00	65 participants to obtain credential exams at an average costs of $146.15.
Participant Verification	6516	$ 2,198.60	$ (98.60)	$ 2,100.00	175 verifications at $12 each.
Sub-Total Training		**$ 447,735.72**	**$ (82,300.53)**	**$ 365,435.20**	
Supportive Services					
Childcare	6660	$ 1,500.00	$ 1,500.00	$ 3,000.00	Budgeted to serve 2 participants at $1500 each
Transportation	6485	$ 13,000.00	$ -	$ 13,000.00	Budgeted to serve 130 participants at $100 each.
Client Training Support Matl.	6546	$ 38,247.30	$ (6,547 30)	$ 31,700.00	Planned for 90 participants to receive training supportive services materials such as books, uniforms, tools, etc. Average cost $352 22.
Client Emergency Assistance	6596	$ 2,000.00	$ 1,000.00	$ 3,000.00	Budgeted to serve 6 participants at $500 each.
Sub-Total of Supportive Services		**$ 54,747.30**	**$ (4,047.30)**	**$ 50,700.00**	
Sub-Total of Contract Costs		**$ 861,801.89**	**$ (79,929.61)**	**$ 781,872.28**	
Indirect Cost & Fees					
Indirect Cost (MTDC)	14.77%	$ 54,668.19	$ 407 53	$ 55,075.72	Eckerd has a Federally approved indirect rate from Health & Human Services of 14.77% on a modified direct cost basis (MTDC). The indirect on the total contract value is 6.5%.
General Liability (Eckerd)	0.06%	$ 5,529.92	$ (477 92)	$ 5,052.00	$842,000 X 0.06% = $5,052
Sub-Total of Indirect & Fees		**$ 60,198.11**	**$ (70.39)**	**$ 60,127.72**	
		$ 922,000.00	**$ (80,000.00)**	**$ 842,000.00**	

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
#20A29521 & #20D295E2

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

WORKLINK STAFF CONTACTS

The primary point of contact for this grant is:

Jennifer Kelly, Assistant Director
WorkLink WDB
jkelly@worklinkweb.com
864-646-5898 (TTY 711)

Secondary Contact, Trent Acker, Executive Director

Exceptions:

- For all employer services or building maintenance (HVAC and Janitorial), the contact will be Meredith Durham, Business Services Representative.
- For all WIOA eligibility and SCWOS specific questions (as it relates to entering information or changing information in the SCWOS database), EO and ADA specific questions and/or complaints, the contact will be Windy Graham, Performance and Reporting Specialist.

Budget Considerations:

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

Program considerations:

3. As discussed in Budget negotiations in PY2019, staff should make every effort to be present at community events (such as SHRM).

1.0.0 HISTORY AND PREFACE

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

1.0.2 *WIOA Guiding Principles*

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

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

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

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

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

b. **One-Stop Centers** (American Job Centers or AJCs, in South Carolina "SC Works Centers") **Provide Excellent Customer Service to Jobseekers, Workers and Employers and Focus on**

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

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

1.0.4 *Sector Partnerships*

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

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

1.0.5 *Career Pathways*

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

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

a. Aligns with skill needs of industries in the economy of the state or regional economy involved;

b. Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the act of August 16, 1937 (commonly known as the "National Apprenticeship Act"; 50 Stat. 664, Chapter 663; 29 U.S.C. 60 ET SEQ.) (Referred to individually in this act as an "apprenticeship", except in Section 171);

c. Includes counseling to support an individual in achieving the individual's education and career goals;

d. Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;

e. Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;

f. Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and

g. Helps an individual enter or advance within a specific occupation or occupational cluster.

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

- Adults
- Dislocated Workers
- Youth

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

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

2.0.0 OVERVIEW OF LOCAL WORKFORCE SYSTEM

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

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

2.0.3 The system is broader than the SC Works Centers in a given area. The system brings together partners and programs to provide universal access to career and training services in a seamless fashion. The goal is to increase system access for all customers. Not all system programs will be universal; that is, all programs will not be able to serve all people. However, all people can be served somewhere in the

system. The system is about defining "common turf" across programs and integrating career and training services provided by partners into the SC Works Centers. No individual program is required to cede its "unique" turf or to violate its governing statute. The law defines the responsibilities for being a partner. They are as follows:

(a) Provide access to its programs or activities through the one-stop delivery system, in addition to any other appropriate locations; (WIOA sec. 121(b)(1)(A)(i).)
(b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with Federal cost principles in 2 CFR parts 200 and 2900 (requiring, among other things, that costs are allowable, reasonable, necessary, and allocable), to:

(1) Provide applicable career services; and

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

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

(ii) Federal cost principles; and

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

(c) Enter into an MOU with the Local Board relating to the operation of the one-stop system that meets the requirements of § 678.500(d);
(d) Participate in the operation of the one-stop system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements; (WIOA sec. 121(b)(1)(A)(iv)); and
(e) Provide representation on the State and Local Workforce Development Boards as required and participate in Board committees as needed. (WIOA secs. 101(b)(iii) and 107(b)(2)(C) and (D))

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

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

2.1.0 **Vision Statement:**

2.1.1 To have a fully employed, skilled workforce.

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

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

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

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

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

2.2.0 **Adults and Dislocated Workers**

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

1. **Career Services** include referrals to partner programs, initial assessments, and labor exchange services. In addition, services such as career counseling and the development of an individual

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

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

2.3.0 **Youth**

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

2.4.0 **TAA**

2.4.1 Trade Adjustment Assistance (TAA) and Reemployment Trade Adjustment Assistance (RTAA) help trade-affected workers who have lost their jobs as a result of increased imports or shifts in production out of the United States. Certified individuals may be eligible to receive one or more program benefits and services depending on what is needed to return them to employment. 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, South Carolina's WIOA & Wagner-Peyser State Plan, the WorkLink SC Works system MOU, and State and local policy and procedures such as, but not limited to, the State and WorkLink Guidance Letters. In carrying out the direct service requirements listed below, the Grantee shall:

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

4.1.0 Program Coordination with the SC Works Operator

4.1.1 *Accessibility*

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

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

4.1.3 *Hours of Operation*

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

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

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

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

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

4.1.5 *Resource Room for Universal Access*

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

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

4.1.6 The resource room shall house:

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

- The room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use.

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

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

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

4.1.10 *SC Works Orientation*

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

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

4.1.13 The frequency of delivery of these orientations shall be included in a master calendar and published on a monthly basis for the public. A minimum of one (1) orientation per week must be offered. One-on-one orientations should also be available 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 grantee shall ensure all financial information and reporting is current and accurate. The grantee shall establish written financial procedures if not already developed.

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

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

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

4.2.0 Outreach

4.2.1 The grantee shall market WIOA programs and services and ensure that the system is viewed as a part of the SC Works System.

4.2.2 The grantee shall use all mandated brochures developed by the WDB, the State and/or the Operator. The grantee will be responsible for developing a 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 (www.worklinkweb.com) to allow customer's access to SC Works and Business Services information 24 hours a day.

4.2.4 The grantee shall participate in Workforce Development related activities in the community. The grantee shall represent the SC Works System in the community through local business and industry groups, community and civic organizations, such as SHRM, Rotary clubs, Chambers of Commerce, etc. The Operator shall make presenting to partners and organizations a priority. A synopsis of events attended

and/or presented at should be provided to the WDB on the 10th of each month.

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

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

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

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

4.3.0 Other

4.3.1 *Monitoring*

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

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

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

4.3.5 *Board Meeting Attendance Requirements*

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

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

4.3.8 The Grantee shall be present at all 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 individualized career services requiring enrollment into WIOA and training services must be given to recipients of public assistance, low-income, or basic skills deficient individuals under the adult program. Other priorities may be developed by the State or the WorkLink WDB.

5.0.3 The Grantee shall provide WIOA services to adults who live or 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, 2020.

5.1.0 **Registration**

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

5.1.2 The Grantee will be a partner in the SC Works System. As part of the partnership agreement, when not conducting eligibility determinations, the registration staff 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 provide eligibility determination for the Workforce Innovation and Opportunity Act Adult and Dislocated Worker fund streams. This process shall be conducted in accordance with the eligibility guidelines set forth in the Workforce Innovation and Opportunity Act, as well as criteria established by the WorkLink Workforce Development Board.

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

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

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

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

5.2.10 *Determining Adult Eligibility*

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

- 18 years old or older; males over the age of 17, born after 1959, must be registered with the United States Selective Service;
- Is a US citizen or national or lawfully admitted permanent resident alien, lawfully admitted refugee or parolee, or other individual authorized by the Attorney General to work in the United States;
- A resident of one of the following counties: Anderson, Oconee, Pickens; and

- Has met the priorities for service: public assistance, low income or basic skills deficient as laid out in the WorkLink Priority of Service Instruction Letter policy.

5.2.12 *Determining Dislocated Worker Eligibility*

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

A dislocated worker is defined as an individual who:

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

5.2.14 *Determining Youth Eligibility*

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

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

5.2.16 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 for File Management and Record Retention Policy. General guidelines for Case Management files include:

- All eligibility files are the ultimate responsibility of the Grantee.
- The participant's file is maintained in the office where the participant was certified.
- There is only one hard file for each participant per application.
- The file is to be kept for five years after the 12 month follow-up procedures are completed.
- In-region transfers do not require WDB approval. The receiver of the file should update the Office of Responsibility in SCWOS. *Region is defined as Anderson, Oconee, and Pickens Counties for the purpose of this instruction.*

5.3.2 The Grantee will be responsible for the completion, distribution, and maintenance of all required WIOA forms, in accordance with procedures established by the United States Department of Labor, the South Carolina Department of Employment and Workforce, and the WorkLink Workforce Development Board. Any changes to forms must be approved by WorkLink before use.

5.3.3 Adults and Dislocated Workers require completion of the SCWOS Application. The Application and the procedures for completion are provided through the SC Works Online System.

5.3.4 Applicants will not be determined eligible until the Grantee receives all applicable documents. The Grantee will verify that the applicant has received Career Services at the Workforce Center. Through interaction with participants accessing Career Services in the SC Works Centers, the Grantee will identify individuals who may need additional services. Eligibility determination must be provided in each Workforce Center, but may also be provided throughout the community. All off site eligibility determinations must be approved in writing by WorkLink staff.

5.3.5 The Grantee will acquire eligibility determination documentation directly from employers, vocational rehabilitation, welfare agencies, etc., as necessary. The Grantee shall refer to and comply with any forthcoming guidance from the United States Department of Labor, the State of South Carolina, and/or WorkLink WDB.

5.3.6 The Grantee is responsible for the documentation of all required elements, both in the database management information system called SC Works Online Services (SCWOS), and in the participant's hard file.

5.3.7 The Grantee shall issue the Rights Handout and ensure that each registrant signs and receives a copy of the form. A signed copy of the-Rights Handout shall be placed in each customer's file.

5.3.8 The Grantee shall retain the original copy of the eligibility application and back-up documentation for data validation.

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

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

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

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

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

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

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

6.5.0 **Assessment**

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

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

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

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

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

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

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

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

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

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

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

6.7.0 **Case Management**

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

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

6.7.2 Individualized Career Service strategies should include, but are not limited to:

- Regularly scheduled contact must be maintained with all participants. The frequency of the contact is based on an assessment of the participant's needs as they move through the process. At a minimum, monthly contact must be made with each participant. More frequent contact may be needed in certain circumstances.
- Development of and use of the IEP benchmarks to measure progress such as increasing TABE, Career Readiness Certificate, or College entrance exam scores, finding unsubsidized employment, attaining occupational and work readiness skills, attaining a high school diploma or GED, occupational license, certificate, or degree, etc.
- Support and intervention in time of crisis, assistance in the development and implementation of a crisis plan.
- Monthly case notes entered into the SCWOS System in a timely manner. Case note summary are not limited to but should detail contacts per participant, missed appointments and attempts to contact the participant, career and training services provided to the participant, progress, barriers, interventions, and successes of the participant, etc.
- Provision of linkages, referrals, coordination of services and resources that support the achievement of participants individualized goals (IEP).
- Collaboration with other service providers, training providers, businesses, and community agencies.
- Building soft skills and job retention skills in each participant is a WDB priority.
- Follow-up service activities will be provided based upon the needs of the individual. Whenever possible, the case manager shall meet with the participant to determine what follow-up services are needed. (Please see the Follow-Up section of the Statement of Work for further details on documentation requirements.)

6.7.3 Case Managers should know the name, face, family, and life situation of each participant. They should have a detailed and working knowledge of other community services, community resources, and cultivate a wide network of contacts. Where progress is slow or in reverse, case managers should be pro-active in identifying the problem and solving it before the participant quits without achieving a recordable positive outcome.

6.7.4 Individualized Career Services Case Managers are responsible for providing and/or referring services. A list of SCWOS Activity Codes for Adults and Dislocated Workers and definitions for allowable

activities under Career and Training Services is posted in the SCWOS Staff Online Resources Section of SCWOS.

6.7.5 Although not a required activity under WIOA for Career Services, the regulations strongly encourage the Case Managers to provide career counseling to each participant as part of the Career Services and Training planning process.

6.7.6 WorkLink WDB also encourages the grantee to establish procedures for participants to be issued an Individual Employment Plan. The Individual Employment Plan (IEP) is developed with the participant based on the results of the completed comprehensive assessment. The IEP shall:

a. Identify all educational and employment goals to be achieved.

b. Describe the training activities and appropriate services the Adult or Dislocated Workers will receive to achieve those goals and overcome existing barriers.

c. Include objectives and planned outcomes, including specifics (who, what, when, where, and how) should be identified.

d. Detail non-WIOA funded services received during participation in WIOA and marked as a partner funded service (i.e. Pell Grant).

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

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

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

6.7.11 *Caseload Report*

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

6.7.13 *Case Notes*

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

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

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

6.7.17 *Soft Skills/Job Retention*

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

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

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

6.7.21 *Participant Activity Codes*

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

6.7.21 *Job Placement*

6.7.22 Case Managers are responsible for providing job leads, specific job development, and job matching to

participants seeking employment. Job placement is defined as matching job seekers with employers after assessment.

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

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

- Career Guidance/Planning/Counseling
- Adult Literacy or Basic Skills
- Short-term Pre-vocational Services
- Out-of-area Job Search Assistance
- Support Service-Relocation Assistance
- Internships
- Work Experience
- English as a Second Language
- Needs Related Payments

6.8.0 **Training Services**

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

The adult or dislocated worker must:

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

4. Be determined to be eligible in accordance with the priority of service system adopted by the WorkLink region if in effect.

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

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

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

6.8.4 All WIOA participants approved for training must have an Individual Training Account (ITA) entered 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.

6.9.0 **Referral to On-The-Job Training**

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

6.9.2 Case Managers shall closely and continuously coordinate with the OJT Contract Writer to ensure that the referred WIOA Adult or Dislocated Worker has first received, at a minimum, the following Career Services:

- assessment of skills and interests;
- development of individual employment plans (IEP) to identify employment goals, appropriate objectives, and appropriate combination of services for the participant to achieve the employment goals. The participant and the Case Manager in conjunction with the OJT Contract Writer should jointly complete this plan. The IEP is updated with the participant quarterly; and
- Career Readiness Testing is a requirement for all WIOA participants in the WorkLink Workforce Development Area.

6.9.3 When the Case Manager recommends the participant for OJT Training, the Case Manager shall ensure that a participant meets the six criteria for Determining Need of Training, and a referral form to be given to the OJT Contract Writer.

6.9.4 On-the-Job Training (OJT) activities allow an eligible participant who is otherwise "job ready" to learn skills for a specific occupation through demonstration and practice under actual working conditions in the public, private non-profit, or private for profit sector. This training will occur while the participant is engaged in productive, full-time work as a hired employee. All participants that are hired under an OJT arrangement must meet the minimum qualifications set forth by the employer, but still requires training beyond the type of training usually provided to new employees.

6.9.5 To receive On-the-Job Training a participant may not have the specific skills required for the occupation of the contract. The Assessment and Individual Employment Plan (IEP) must support the need for training prior to placement on a contract.

6.10.0 **On-the-Job Training**

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

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

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

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

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

6.10.4 An agreement with the employer specifies the duration of training as well as the skills and competencies to be acquired by the participant. The length of the training period depends on the complexity of the job

as well as the participant's skills and prior work experience. OJT provides an incentive to employers to hire individuals and invest in their skill development, and trainees can earn as they learn.

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

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

6.11.0 **Classroom Training Services**

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

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

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

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

- programs that combine workplace training with related instruction, which may include cooperative education programs
- training programs operated by the private sector
- skill upgrading and retraining
- entrepreneurial training
- transitional jobs
- job readiness training provided in combination with services described above

- adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services described above (with the exception of transitional jobs training and job readiness training)
- customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training

6.12.0 **Customer Choice**

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

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

6.13.0 **Industry Clusters**

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

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

6.14.0 **Eligible Training Provider List**

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

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

6.15.0 **Individual Training Accounts**

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

6.15.2 Obligations and expenditures must be available at any time at the request of WorkLink, SC DEW or US DOL. The Grantee 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. (WorkLink WIOA Instruction letter 10-07, Participant Lifetime Training Account (ITA) Cap)

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

6.17.0 Support Services

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

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

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

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

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

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

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

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

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

7.0.0 SERVICES TO CO-ENROLLED WIOA/TRADE PARTICIPANTS

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

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

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

8.0.0 RETENTION AND FOLLOW-UP SERVICES FOR WIOA PARTICIPANTS

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

8.0.2 The Grantee shall implement a system that ensures follow-up services are provided to participants in a timely and accurate basis. The Grantee shall implement a process that begins with engaging the participant prior to his/her planned completion date (no longer planning future services the IEP goals have been achieved), immediately upon exit from the program, and during the post-program follow-up retention period.

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

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

8.1.0 *Case Closures*

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

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

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

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

8.1.4 The Grantee shall close individual cases in the SCWOS System in a timely manner when no further services are planned or identified on the IEP or expected as outlined in the Training & Education Guidance Letter # 17-05 (TEGL 17-05).

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

8.2.0 **Follow-Up Requirements**

8.2.1 In accordance to WIOA performance measures definitions, Adults and Dislocated Workers who are placed in unsubsidized employment must receive follow-up services for a minimum of 12 months after the first date of employment (ideally coinciding with exit from WIOA). Follow-up will be noted in the SCWOS System.

8.2.2 Follow-Up Services are provided to individuals who have exited the WIOA Adult or Dislocated Worker programs within a prior 12 month period. Follow-up services may include, but are not limited to: individual counseling and career planning, job search assistance, job club, group counseling, outreach/intake/orientation, labor market information, information about additional opportunities, and referral to support services available in the community.

8.2.3 The Case Manager shall begin providing follow-up services over the 90-day period after the participant exits WIOA participation. Follow-Up Ad Hoc reports should not be used as the primary tool to capture missing data, but as a check-and-balance system for those participants that may have been overlooked while providing follow-up services to individuals who have exited.

8.2.4 Case Managers should attempt multiple times 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. The case manager may assist in arranging a wide array of services designed to improve the employment status of the participant during follow-up. The case manager should also include non-WIOA services in these strategies, arranging for appropriate referrals to partners. For those participants needing assistance with finding employment, grantee staff shall make available pre-employment activities, such as: interviewing skills, career awareness, job club, and resume writing.

8.2.6 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 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.

8.3.0 *Capturing Follow-Up Data*

8.3.1 The primary purpose for the WIOA Follow-Up form is in predicting federal performance and to collect data that may be used as supplemental sources for federal reporting. The system will not provide access to this tool until the individual has been officially exited from the WIOA program (WP and TAA), either through the hard or soft exit process.

8.3.2 Utilizing the guidelines on managing follow-up for WIOA Adults and Dislocated Workers provided above, the Grantee must develop a systemic approach for maintaining contact and interaction with the participant during follow-up services.

8.3.3 The system should include making frequent contacts with participants that are based on timelines that follow the program quarters and are consistent with other key factors, such as: entered employment, employment retention and average earnings

8.3.4 Grantee must record all follow-up services provided in SCWOS. Grantee must comply with the rules and procedures as outlined in the SCWOS Staff Users Guide, Adult/DW Activity Code Information and Adult/DW Activity Code Definitions for entering the correct follow-up codes for tracking WIOA follow-up services. These procedures provide information that must be followed to ensure the accurate recording in SCWOS of all follow-up services to WIOA Adult and Dislocated Worker exiters. Grantee must include this information as part of their standard operating procedures.

8.3.5 Continued poor performance will lead to sanctions.

8.3.6 While the majority of employment in a State's workforce is "covered" and will be in the UI wage records, certain types of employers and employees are excluded by Federal unemployment law standards or are not covered under a State's UI law.

8.3.7 "Uncovered" employment typically includes Federal employment, postal service, military, railroad, out-of-state employment, self-employment, some agricultural employment, and some employment where earnings are primarily based on commission.

8.3.8 South Carolina will utilize the case management process and follow-up services to obtain the supplemental data. USDOL requires that all data and methods to supplement wage record data must be documented and are subject to audit. See the WorkLink issued Data Validation Instruction Letter for additional details.

8.3.9 Effective follow-up services will help improve WIOA program performance. Participant follow-up activities should be designed to maximize the successful achievement of these measures. Previous studies indicate that a high percentage of job loss occurs in the first week of new employment. Thus, as a "best practice" it is recommended that follow-up interviews be scheduled on the first, second and fourth weeks after placement because these are the most critical points in the transition to work.

8.3.10 Under WIOA the second and fourth quarter after the exit quarters are pivotal measurement quarters for all of the Adult and Dislocated Worker measures. Further guidance from DOL, the State, and WDB staff will be forthcoming regarding performance measures.

9.0.0 WIOA PARTICIPANT FILE REQUIREMENTS

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

- Program eligibility/determination of need
- SCWOS change forms
- Initial and Comprehensive Assessments

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

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

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

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

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

10.0.1 **DATABASE MANAGEMENT INFORMATION SYSTEM**

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

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

10.0.3 In order to protect records stored in the SCWOS system, Grantee staff shall not auto save usernames or passwords in the SCWOS system. The SCWOS system is the official reporting system for the State to Department of Labor and contains confidential information. All sensitive information like Social Security Numbers, Account numbers, etc. shall be marked out in all records unless for the sole purpose of employment.

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

- All documents related to WIOA eligibility
- Any documents related to data validation

- Copies of diplomas, degrees, certificates, etc.

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

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

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

11.0.0 PERFORMANCE STANDARDS

11.0.1 Adult/DW Program Management Deliverables:

a. At a minimum, meets all performance measures (WIOA measures, Business Plan, WDB goals, customer satisfaction, etc.)
b. Integrates Board supported Career Readiness Testing into the WIOA program
c. Establishes a systematic way of providing and delivering soft skills and job retention skills to WIOA participants
d. Utilizes Career Pathway models in guiding participants into training
e. Ongoing, executed Staff Development and Training plan for all WIOA staff, participates in SC Works Center training and staff development plans
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 WDB 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	136
Dislocated Workers	23
Total	159

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

Adult Program:	Anderson County	49%
	Oconee County	21%
	Pickens County	30%
Dislocated Worker Program:	Anderson County	47%
	Oconee County	14%
	Pickens County	39%

11.1.0 **Performance Measures**

11.1.1 WIOA funding is partially based on achieving Department of Labor's performance measures regarding employment and training. The service provider will be responsible for the follow-up and performance measures data for WIOA and should be prepared to track the data for WIOA performance.

The WIOA performance measures are described below:

- **Employment -** To increase employment, as measured by entry into unsubsidized employment (2nd quarter after exit);
- **Employment Retention -** To increase retention in unsubsidized employment six months after entry into employment (4th quarter after exit); and
- **Median Earnings -** To increase earnings received in unsubsidized employment (median of 2nd quarter wages after exit).
- **Credential Rate** – To increase credentials or diplomas obtained during or immediately after program exit.
    - *Definition:* Percentage of participants who obtain a recognized post-secondary credential or diploma during participation or within 1 year after program exit.
- **In-Program Skills Gain** – To increase the skills obtained through education leading to a credential or employment during the program year.
    - *Definition:* Percentage of participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real-time.
- **Employer Services** – To indicate effectiveness in serving employers.
    - Number and definitions are pending.

The Program Management Grantee will be responsible for meeting all performance measures as laid out by DOL.

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

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

The below performance measures are for PY19. These performance measures will be updated upon finalization of WIOA performance measures negotiations for PY2020.

Adults:	Entered Employment 2nd Qtr after Exit Entered Employment 4th Qtr after Exit Median Earnings 2nd Qtrs after Exit Credential Attainment w/i 4 Qtrs after Exit In-program skills gains Employer Services	76.1% 73.0% $5,301 51.9% TBD TBD
Dislocated Worker:	Entered Employment 2nd Qtr after Exit Entered Employment 4th Qtr after Exit Median Earnings 2nd Qtrs after Exit Credential Attainment w/i 4 Qtrs after Exit In-program skills gains Employer Services	80.1% 76.0% $6,500 48.6% TBD TBD

11.1.2 In addition to these measures, the WorkLink Workforce Development Board requires that the Grantee maintain a minimum overall "Satisfactory" customer service satisfaction rating from job seekers and employers.

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

12.0.0 REPORTING

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

12.0.2 The Grantee shall submit the following reports to the Workforce Development Board staff:

Must be available upon request:

a) Customer Service Satisfaction Report (includes Resource Room, staff, workshops and SC Works On-the-Go activities);
b) Current inventory log;
c) Complaint log;

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

d) WIOA Title I-B Report – to include how many entered training and the provider of the training; real time expenditures, including Individual Training Account expenditures and supportive services; obligations for future expenditures; customer satisfaction results from participants, employers, and training sites; job search services; job development attempts and contacts; number of participants who entered employment; number of workshops and number who attended; and any significant activities, successes, or observations
e) Status of goals and budget flow;
f) Workshop calendar attendance (calendar should be reported by no later than the 10th day of the preceding month);
g) Career Readiness Certificate Testing Documentation;
h) Financial Reports;

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

i) Sub-Grantee Monitoring Reports (at the end of the 3rd Quarter only);
j) Three (3) success stories; and
k) Quarterly WIOA Title I-B File Review synopsis

12.0.3 The Grantee will conduct a quarterly review with each Case Manager at his/her assigned SC Works Center location. A 10% file review, not to exceed 100 files, is required. A written report is to be submitted to the WorkLink Workforce Development Board with findings and observations for monitoring purposes quarterly. Along with the report, a list of the participant's usernames, State Ids, and App Ids should be submitted. These reports are due no later than October 15, 2020; January 15, 2021; April 15, 2021; and June 30, 2021.

12.0.4 The Grantee shall keep accurate records, for the purposes of regional strategic planning, of all Career Readiness Testing activities including WIOA participant assessments and Career Readiness Testing projects for business. Career Readiness Test records are to include, at a minimum, numbers assessed, accurate expenditure records, and test levels associated with those assessed. These reports should be submitted to the WorkLink Staff no later than the 12th of the following month. If Career Readiness testing is performed off-site by another provider, the Service Provider must be able to track and report on scores either by individual WIOA customer or by aggregate data.

12.1.0 **Financial Reports**

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

- Monthly request for payment
- Payroll Register
- Supportive Services Check Register
- General Ledger
- YTD Expenditure Reports
- FSR-S

- Contract Obligations by Fund Stream
- ITA Obligations (and encumbrances) by Fund Stream and by Program Year

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

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

12.1.4 The Grantee must expend 90% of the Grant funds in this grant budget by June 30, 2021. Performance shall be based on ability to expend funds in a timely manner, and on the accuracy of financial records and reporting.

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

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

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

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

12.1.9 The Grantee will track ITA obligations and expenditures using an in-house developed methodology. The ITA tracking should be updated to reflect obligations, de-obligations, encumbrances, and expenditures. This system should reflect real-time data; therefore, it is expected that updates to ITAs and OJT obligations and de-obligations be entered into within 2 business days of the date of the signed ITA or be entered within 2 business days of the date of the signed ITA or OJT contract. OJT de-obligations should be entered within 2 business days of the contract end date or date participant was laid off, quit, or fired.

12.1.10 Financial closeouts will be due to the WorkLink WDB staff by August 10, 2021. The Closeout Package will include the following documents: Grantee's Release Form, Grant Award Adjustment Form, Financial Status Report (FSR), Outstanding Accruals Register, and Property Control Record Form.

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

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

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

13.0.0 **DISALLOWED COSTS**

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

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

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

14.0.0 **PROCUREMENT/UTILIZATION OF PROPERTY**

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

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

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

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

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

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

15.0.0 **ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES**

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

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

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

15.0.4 The Grantee will keep a log of all complaints received and the disposition of such complaints. The Grantee will advise the WDB Executive Director immediately if a complaint is filed. This report is due on the 10th day after a quarter ends.

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

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

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

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

15.1.0 **Grantee Central Files**

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

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

15.2.0 **Staffing**

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

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

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

4. A request to meet WDB staff.

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

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

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

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

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

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

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

15.2.10 With the increased emphasis on customer satisfaction under the Workforce Innovation and Opportunity Act and the SC Works Certification Standards, the Grantee will conduct on-going customer service training with staff and other partner staff. Workforce Center staff will participate in any training provided by the WorkLink WDB.

15.2.11 Staff should not be absent from the SC Works without adequate coverage.

15.3.0 **Monitoring**

15.3.1 On-site programmatic, Equal Opportunity, and financial monitoring will be completed at least once during the period of this agreement. WDB staff is available upon request to the SC Works site for

technical assistance and training. Submit a Technical Assistance form for any requested training. All new staff should be trained on SCWOS before utilizing the system.

15.4.0 **Record Keeping Requirements**

15.4.1 Records will be maintained per Section 185 of the Workforce Innovation and Opportunity Act of 2014.

15.4.2 The Grantee should follow the procedures set forth in the File Retention and Records Keeping policy for file management and storage.

15.4.3 *Time Keeping Requirements for WIOA Grantee Staff and WIOA Participants*

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

15.4.5 *WIOA Grantee Staff*

15.4.6 Record of WIOA staff member hours of annual leave, sick leave, and holiday will be maintained. The records must be signed by the staff member and his/her supervisor and maintained in a central file. The Grantee will be responsible for paying out any leave at the termination of this grant.

15.4.7 *WIOA/TAA Participants*

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

15.5.0 **Payments to WIOA Participants**

15.5.1 WIOA participants may be eligible to receive supportive services payments and/or needs-based payments. The grantee shall make these payments directly to WIOA participants when applicable. The grantee shall also make sure that there are checks and balances between the maintenance of time sheets or other source documents and the cutting and disbursement of the checks to participants. Failure to fully document the basis for issuing any of the aforementioned payments to participants may result in disallowed costs. The grantee shall reimburse disallowed costs to the WorkLink Workforce Development Area from non-WIOA fund sources.

15.6.0 **Insurance for WIOA Participants**

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

15.6.2 *Classroom Training and Customized Training*

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

15.6.4 WIOA grantees using motor vehicles in conducting services shall provide automobile insurance that clearly specifies that the WorkLink WDB, SC Appalachian Council of Governments and/or staff are held harmless against claims arising from ownership, maintenance, or use of said vehicle.

15.7.0 **Recouping of Non-Expendable Training Equipment**

15.7.1 The Grantee shall establish an in-house policy and procedure for recouping non-expendable training equipment (items designed to last more than one year) when a WIOA participant concludes early. The policy should be submitted for review by WorkLink.

16.0.0 **SANCTIONS**

16.0.1 The WorkLink Workforce Development Board may impose sanctions on the grantee when continued non-compliance with this Grant agreement, other policy and procedures of the Board, the Act and/or its regulations exists, or failure to meet DOL, State, and WorkLink performance measures.

16.0.2 After each quarter, WorkLink staff will evaluate, if for three consecutive months the actual vs. planned, fails to meet the 90% of the planned goal, WorkLink may issue sanctions.

17.0.0 **PROGRAM OVERSIGHT**

17.0.1 The Grantee acknowledges the right and responsibility of the WorkLink Workforce Development Board, the SC Department of Employment and Workforce, and the US Department of Labor and/or their representatives under the provisions of the WIOA to conduct program oversight or monitoring on an announced and/or unannounced basis. The grantee shall further assist in a cooperative manner, the agents, or representatives of the aforementioned entities when conducting on-site monitoring or audits of WIOA funded program activities.

18.0.0 **WIOA TERMS AND CONDITIONS**

18.0.1 The terms and conditions for this grant are attached. The Grantee will adhere to all areas listed in the WIOA Terms and Conditions. In addition to the State issued terms and conditions, a locally defined set of terms and conditions is forthcoming. Upon approval and receipt from the WDB, the grantee agrees to abide by the locally defined terms and conditions addendum to the State Terms and Conditions.

19.0.0 **GRANT MODIFICATION**

19.0.1 Any change in this Grant or documents a part hereof, can be changed only by means of an official modification of this Grant.

19.0.2 The amount of this Grant may be increased with the approval of both parties, if the Workforce Development Area has funds available, and it is determined by the Workforce Development Board to be

in the best interest of the Workforce Development Area to increase the amount of the Grant. Modifications shall not be processed without a cost price analysis and updated budget summary, budget detail sheets, and client and budget flow sheets accompanying the request for modification. All modification requests to this grant should be submitted to WorkLink prior to April 1, 2021.

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. WIOA Section 188 (29 CFR, Part 38);
b. Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972, as amended;
c. Title VII of the Civil Rights Act, as amended;
d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), as amended;
e. The Age Discrimination Act of 1975 (42 U.S.C. §6101), as amended;
f. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101), as amended;
g. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688), as amended;
h. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program;
i. Title II of the Genetic Information Nondiscrimination Act of 2008;
j. Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations (signed December 12, 2002);
k. Section 508 of the Rehabilitation Act (29 U.S.C. §794d);
l. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP);
m. 29 CFR Part 38 and all other regulations and instruction letters implementing the above.

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

21.0.3 The grantee is required to use e-verify to determine each hire's eligibility to work in the United States. The Grantee will be responsible for any disallowed cost in the event that an employee is found to not be eligible to work in the United States.

21.0.4 *Regulations and Requirements*

Uniform guidance was issued in 2 CFR Part 200 and 2 CFR Part 2900. The Employment and Training Administration issued TEGL 15-14 that gives guidance on this reform

The recipient/sub-recipient/sub-contractor must comply with the following federal regulations and requirements:

i. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
ii. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
iii. 2 CFR 200 Uniform administrative requirements, cost principles, and audit requirements for federal awards
iv. 48 CFR Part 31 (applies to commercial organizations);
v. 29 CFR Part 95 which codifies OMB A-122;
vi. 29 CFR Part 97 which codifies OMB A-87;
vii. Section 504 of the Rehabilitation Act of 1973, as amended;
viii. Section 508 of the Rehabilitation Act of 1973, as amended;
ix. Age Discrimination Act of 1975, as amended;
x. Title IX of the Education Amendments of 1972, as amended;
xi. Section 167 of the Job Training Partnership Act, as amended;
xii. Section 188 of the Workforce Innovation and Opportunity Act of 2014;
xiii. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
xiv. Title VI of the Civil Rights Act of 1964, as amended;
xv. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
xvi. Equal Pay Act of 1963, as amended;
xvii. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA);
xviii. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
xix. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
xx. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
xxi. Executive Order 11478 Equal Employment Opportunity in the Federal Government.
xxii. ADA Amendments of 2008

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

21.0.6 The grantee should be familiar with TEGL 9-12, "Human Trafficking: The Role of the Public Workforce system in the Delivery of Services and Referrals to Victims of Trafficking."

22.0.0 **EFFECTIVE DATE OF GRANT**

22.0.1 The effective dates of this Grant are July 1, 2020 through June 30, 2021.

ATTACHMENT I

A Guide to Writing Effective Case Notes

BRO CRIP is an acronym that you can use to help remind you of everything that you should include when writing a case note. BRO CRIP is discussed below:

1. B = Background. It includes the situation, context, setting, conditions, circumstances, and framework that underlie the session and the case management relationship. It is not necessary to include background information in a case note that already exists elsewhere in the case file, but if anything new occurs that sheds new light on the background of the case, it should be included in the case note. Regardless whether a background statement is included in any given case note, the background should always be considered when writing case notes.

2. R = Reason. It is the purpose, function, rationale, or intended usefulness of the interview. In essence, why are you meeting with the customer? If you don't have reason, then don't meet. If you do have a reason, be sure to include it in the case note.

3. O = Observations. This is the personal situation of the customer at the time of the meeting. It could include both behaviors and actions (for example, the customer was late or smelled of alcohol), but it should never include your opinion (for example, the customer had a bad attitude).

4. C = Content. This is the actual substance of the meeting. It is a summary of the key events. It explains what happened during the meeting. It is not necessary to document everything that everybody said, but in one or two sentences, you should try to summarize the main things that happened during the meeting for the record.

5. R = Results. This is the outcome of the meeting. It is an evaluation of how well the meeting went, in light of its intended purpose. Did you achieve your REASON for meeting? If so, state it. If not, explain what was not achieved.

6. I = Impressions. This is an overall assessment of the progress the customer is making towards his/her goals. It should be based on the achievement objectives in the plan (IEP) and the timelines that have been established during the planning process. It is not just guesswork.

7. P = Plans. This is the next step for you and the customer to take. It includes any assignments you may have given to the customer, as well as documentation of when you will meet again and what you hope to accomplish at the next meeting (REASON).

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Investment Area

GRANT BUDGET SUMMARY

Service Provider Eckerd Workforce Development Contract # 20A995E2 & 20D995E2

Project/Activity SC Works One Stop Operator Funding Source WIOA Adult/DW Modification # Original

approved 6.3.2020

CATEGORIES	ADULT	DLW	Administration	Non-Administration	Total Budget Amount
STAFF COSTS (Salaries & Fringe Benefits)	$ 67,827	$ 9,249		$ 77,076	**$ 77,076**
OPERATING COSTS	$ 4,589	$ 626		$ 5,215	**$ 5,215**
TRAINING COSTS	$ -	$ -		$ -	**$ -**
SUPPORTIVE SERVICE COSTS	$ -	$ -		$ -	**$ -**
Training Fees/Professional Fees/ Profit	$ 502	$ 68		$ 570	**$ 570**
Indirect Costs	$ 10,682	$ 1,457		$ 12,139	**$ 12,139**
Total Budget Costs	**$ 83,600**	**$ 11,400**	**$ -**	**$ 95,000**	**$ 95,000**
Percentage of Budget	**88%**	**12%**		**100%**	
Cost Limitations			2% Maximum	At least 98%	**100%**

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Investment Area

COST AND PRICE ANALYSIS WORKSHEET

Service Provider: Eckerd Workforce Development

Contract #: 20A995E2 & 20D995E2

Project/ Activity: SC Works One Stop Operator

Funding Source: WIOA Adult/DW

Modification #: Original

approved 6.3 2020

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
VP, Operations	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
Operations Director	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
Fiscal Support	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
One Stop Manager	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
TOTAL SALARIES				**$ 59,728.31**		**$ 52,560.92**		**$ 7,167.40**				**$ 59,728.31**
FR NGE BENEFITS:												
FICA	$ 59,728 31	X	7.65%	$ 4,569.22	88.00%	$ 4,020.91	12.00%	$ 548.31			100%	$ 4,569.22
Unemployment	$ 59,728 31	X	0.60%	$ 358.37	88.00%	$ 315.37	12.00%	$ 43.00			100%	$ 358.37
Workers Comp	$ 59,728 31	X	0.75%	$ 447.97	88.00%	$ 394.21	12.00%	$ 53.76			100%	$ 447.96
Retirement (403b Match)	$ 59 728 31	X	2.20%	$ 1,314.02	88.00%	$ 1,156.34	12.00%	$ 157.68			100%	$ 1,314.02
Healthcare	$ 59,728 31	X	17.84%	$ 10,658.00	88.00%	$ 9,379.04	12.00%	$ 1,278.96			100%	$ 10,658.00
TOTAL FRINGE BENEFITS				**$ 17,347.58**		**$ 15,265.86**		**$ 2,081.71**				**$ 17,347.57**
IND RECT COST: RATE	**$ 82,860.89**	X	14.65%	**$ 12,139.12**	88.00%	**$ 10,682.42**	12.00%	**$ 1,456.69**			100%	**$ 12,139.12**
TOTAL COST				**$ 29,486.70**	88.04%	**$ 25,948.28**	11.96%	**$ 3,538.40**			100%	**$ 29,486.69**

Each position must be supported by a job description.

A complete "Per Person" cost analysis must be completed and attached as an Exhibit.

A current copy of your "Indirect Cost Rate" as approved by your Cognizant Agency and description of the costs covered must be attached to the budget as an Exhibit

WORKFORCE INVESTMENT BOARD

WorkLink Workforce Investment Area

COST AND PRICE ANALYSIS WORKSHEET

Service Provider: Eckerd Workforce Development Contract #: 20A995E2 & 20D995E2

Project/Activity: SC Works One Stop Operator Fund Source: WIOA Adult & DW Modification #: Original

Approved 6.3.2020

Categories & Line Items	Total Cost	ADULT	DLW	Non-Administration
OPERATING COSTS				
Facility Rent, Utilities, Maintenance, etc.	$ -	$ -	$ -	$ -
Staff Expendable Supplies & Materials	$ 1,100	$ 968	$ 132	$ 1,100
Program Outreach Expenses (Brochures, Flyers, etc.)	$ -	$ -	$ -	$ -
Copy & Print Expenses	$ 680	$ 598	$ 82	$ 680
Communications (Phone, Fax, Internet, etc.)	$ 720	$ 634	$ 86	$ 720
Staff Travel				
Local Mileage cost	$ 1,320	$ 1,162	$ 158	$ 1,320
Non-Local Mileage cost	$ -	$ -	$ -	$ -
Non-Local Per Diem/Lodging Cost	$ 800	$ 704	$ 96	$ 800
Staff Training / Technical Services Costs (Conf, Training, Back Ground Chk etc.)	$ 515	$ 453	$ 62	$ 515
Non-Expendable Equipment Purchases (Computers, software, etc.)				
Non-Expendable Equipment Purchases (Computer Leases)	$ -	$ -	$ -	$ -
Wide Area Network (WAN) Equipment and Computer Software	$ -	$ -	$ -	$ -
Staff Background Checks	$ 50	$ 44	$ 6	$ 50
Postage (Stamps, FedEx, etc.)	$ 30	$ 26	$ 4	$ 30
TOTAL OPERATING COSTS	**$ 5,215**	**$ 4,589**	**$ 626**	**$ 5,215**
TRAINING COSTS				
WI Customer Supplies & Materials Costs	$ -	$ -	$ -	$ -
WI Customer Book Costs	$ -	$ -	$ -	$ -
WI Customer Credential Exam Fees (C.N.A., GED, TABE, WorkKeys, etc.)	$ -	$ -	$ -	$ -
WI Customer Individualized Training Costs				
Tuition Cost (Adult Education Skill Upgrade & GED)	$ -	$ -	$ -	$ -
Other Individualized Training Cost (TCTC Pre-Employment Workshops)	$ -	$ -	$ -	$ -
Individual Training Account/Voucher Cost	$ -	$ -	$ -	$ -
WI Customer On-the-Job Training Costs				
Reimbursable Wages	$ -	$ -	$ -	$ -
TOTAL TRAINING COSTS	**$ -**	**$ -**	**$ -**	**$ -**
SUPPORTIVE SERVICES COSTS				
WI Customer Incentives (Youth Only)	$ -	$ -	$ -	$ -
WI Customer Transportation Costs	$ -	$ -	$ -	$ -
WI Customer Childcare Costs	$ -	$ -	$ -	$ -
Training Support Materials (Uniforms, Drug Screens, Background Checks, et	$ -	$ -	$ -	$ -
WI Customer Emergency Assistance (Rent, Car Repair, etc.)	$ -	$ -	$ -	$ -
Laptop Incentive (Youth Only)	$ -			$ -
TOTAL SUPPORTIVE SERVICES COSTS	**$ -**	**$ -**	**$ -**	**$ -**
TRAINING/PROFESSIONAL FEES/PROFIT				
Profit (Professional Fee - 5%) Can be tied to Performance	$ -	$ -	$ -	$ -
General Liability Insurance	$ 570	$ 502	$ 68	$ 570
TOTAL FEES / PROFIT COSTS	**$ 570**	**$ 502**	**$ 68**	**$ 570**

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

WorkLink Budget Comparison

	PY 19 Budget	Change	PY 20 Proposed Budget	NOTES
Staff Costs				
VP, Operations	[redacted]	[redacted]	[redacted]	Budget decreased to match with time historically billed to contract
Operations Director	[redacted]	[redacted]	[redacted]	Budget increased to match with time historically billed to contract
Fiscal Support	[redacted]	[redacted]	[redacted]	Budget decreased to match with time historically billed to contract
One Stop Manager	[redacted]	[redacted]	[redacted]	
Sub-Total of Staff Costs	**$ 59,463.45**	**$ 264.86**	**$ 59,728.31**	
Fringe Benefits				
FICA	$4,548.95	$ 20.27	$ 4,569.22	7.65%
Unemployment	$356.78	$ 1.59	$ 358.37	0.60%
Workers Comp	$445.98	$ 1.98	$ 447.96	0.75%
Retirement (403b Match)	$1,189.27	$ 124.75	$ 1,314.02	2.20%
Healthcare	$10,004.55	$ 653.45	$ 10,658.00	Increase due to increase in health insurance costs. Cost is currently planned at $800 per month per staff
Sub-Total Fringe:	**$ 16,545.53**	**$ 802.04**	**$ 17,347.57**	
OPERATING COSTS				
Facility Rent, Utilities, Maintenance, etc.	$0.00	$ -	$ -	
Staff Expendable Supplies & Materials	$1,058.27	$ 41.73	$ 1,100.00	
Program Outreach Expenses (Brochures, Flyers, etc.)	$0.00	$ -	$ -	
Copy & Print Expenses	$769.00	$ (89.00)	$ 680.00	Reduced based on recommendation from current year trend.
Communications (Phone, Fax, Internet, etc.)	$1,008.00	$ (288.00)	$ 720.00	Reduced based on recommendation from current year trend.
Staff Travel	$2,785.25	$1,465.25	$ 1,320.00	
Non-Local Per Diem/Lodging Cost	$0.00	$ 800.00	$ 800.00	
Staff Training / Technical Services Costs (Conf, Training, Back Ground Chk etc.)	$575.00	$ (60.00)	$ 515.00	Conference costs
Non-Expendable Equipment Purchases (Computers, software, etc.)			$ -	
Non-Expendable Equipment Purchases (Computer Leases)		$ -	$ -	
Wide Area Network (WAN) Equipment and Computer Software		$ -	$ -	
Postage (Stamps, FedEx, etc.)	$0.00	$ 30.00	$ 30.00	postage was taken out inadvertantly last year, put in this year
Staff Background Checks	$0.00	$ 50.00	$ 50.00	background screenings for OSO
TOTAL OPERATING COSTS	**$ 6,195.52**	**$ (980.52)**	**$ 5,215.00**	
TRAINING/PROFESSIONAL FEES/PROFIT				
Profit (Professional Fee - 5%) Can be tied to Per	$ -	$ -	$ -	
Indirect Cost (MTDC)	$12,225.50	$ (86.38)	$ 12,139.12	Eckerd has a Federally approved indirect rate from Health & Human Services of 14.77% on a modified direct cost basis (MTDC).
General Liability Insurance	$570.00	$ -	$ 570.00	$95,000 X 0.06% = $570
TOTAL FEES / PROFIT COSTS	**$12,795.50**	**$ (86.38)**	**$ 12,709.12**	
Total	$ 95,000.00	**0**	**$ 95,000.00**	

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
#20A995E2 & #20D995E2

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

WORKLINK STAFF CONTACTS

The primary point of contact for this grant is:

Jennifer Kelly, Assistant Director
WorkLink WDB
jkelly@worklinkweb.com
864-646-5898 (TTY 711)

Secondary Contact, Trent Acker, Executive Director

Exceptions:

- For all employer services or building maintenance (HVAC and Janitorial), the contact will be Meredith Durham, Business Services Representative.
- For all WIOA eligibility and SCWOS specific questions (as it relates to entering information or changing information in the SCWOS database), EO and ADA specific questions and/or complaints, the contact will be Windy Graham, Performance and Reporting Specialist.

Budget Considerations:

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

Program considerations:

3. As discussed in Budget negotiations in PY2019, staff should make every effort to be present at community events (such as SHRM).

1.0.1 **HISTORY AND PREFACE**

1.0.2 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.

1.0.3 *WIOA Guiding Principles*

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

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

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

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

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

b. **One-Stop Centers** (American Job Centers or AJCs, in South Carolina "SC Works Centers") **Provide Excellent Customer Service to Jobseekers, Workers and Employers and Focus on Continuous Improvement:** One-Stop Centers and partners provide jobseekers, including

individuals with barriers to employment, such as individuals with disabilities, with the skills and credentials necessary to secure and advance in employment with family-sustaining wages. Additionally, AJCs enable employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce. Further, rigorous evaluations support continuous improvement of AJCs by identifying which strategies work better for different populations; states, local areas, and training providers remain accountable for performance; high-quality, integrated data informs policy maker, employer and jobseeker decision making; and training providers are accountable for performance using the data and evidence.

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

1.0.4 *Sector Partnerships*

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

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

1.0.5 *Career Pathways*

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

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

a. Aligns with skill needs of industries in the economy of the state or regional economy involved;
b. Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the act of August 16, 1937 (commonly known as the "National Apprenticeship Act"; 50 Stat. 664, Chapter 663; 29 U.S.C. 60 ET SEQ.) (Referred to individually in this act as an "apprenticeship", except in Section 171);
c. Includes counseling to support an individual in achieving the individual's education and career goals;

d. Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;

e. Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;

f. Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and

g. Helps an individual enter or advance within a specific occupation or occupational cluster.

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

- Adults
- Dislocated Workers
- Youth

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

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

2.0.0 OVERVIEW OF LOCAL WORKFORCE SYSTEM

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

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

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

"unique" turf or to violate its governing statute. The law defines the responsibilities for being a partner. They are as follows:

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

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

(1) Provide applicable career services; and

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

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

(ii) Federal cost principles; and

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

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

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

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

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

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

2.1.0 **Vision Statement:**

2.1.1 To have a fully employed, skilled workforce.

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

2.1.3 Adults (those 18 and older) and Dislocated Workers who cannot find a suitable job may wish to participate in career counseling sessions in a one-on-one atmosphere. Enhanced, individualized career services offered by SC Works Center partners will be available to those that qualify. These career

counseling services will assist those that have barriers to getting and keeping a job. Workshops, job clubs, short-term skills upgrading, GED preparation, and work experience assignments may be part of the individualized career services offered through the Centers.

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

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

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

2.2.0 **Adults and Dislocated Workers**

2.2.1 WIOA provides the following 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, including, but not limited to: referral methods between partners, and services provided and coordinated through the SC Works System.
b. *Infrastructure Funding Agreements* (IFA) – individual partner agreements that detail monetary and/or in-kind contributions, reimbursement processes, goals to accomplish as a partner in the SC Works system, and referral information.
c. *Cost Allocation Plan* (CAP) – overall budget of operating the SC Work Center(s), including a break down by partner and fair share percentage; methodology of how fair share is calculated shall be included.

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

a. *SC Works Operator* - Current Individual Funding Agreements for PY2020 end on June 30, 2021. The SC Works Center Operator is responsible for negotiating and executing the agreements for partners that will be contributing only in-kind resources for PY2021 by no later than June 15, 2021.
b. *WorkLink staff* – WorkLink staff shall finalize the cost allocation plan and will work with the SC Works Operator to write and execute the infrastructure funding agreements that have monetary contributions. WorkLink staff will take the finalized MOU to local elected officials for signature.

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

Partners will make a commitment to support the following:

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

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

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

5.0.7 In the event of disputes between partners, the SC Works Operator will follow the dispute resolution process laid out in the partners' MOU. If a conflict of interest (either personal or professional) exists between the partner and the SC Works Operator, the SC Works Operator will immediately notify WorkLink staff so that the next part of the dispute resolution process may be followed in a timely manner.

5.1.0 *Additional Operator Activities*

5.1.1 The grantee will support special grant funded programs and provide program support to non-WIOA funded workforce grant services and projects as directed or as approved by WorkLink.

6.0.0 EMPLOYER AND JOBSEEKER SERVICES

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

6.0.1 Services To Be Provided To Employers

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

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

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

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

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

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

- Employee background checks;
- Applicant pre-interview;
- Screening, drug testing;
- In-depth assessment and testing of potential candidates;

- Locate and procure sites for the interviewing process;
- Business-specific job fairs; and
- Outreach and marketing services to small businesses and entrepreneurs.

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

6.0.7 The Operator 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 may 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.

In the event of a pandemic, the Center Manager will assist the WorkLink WDB with determining in-person or virtual services, modified hours of services, and preparation of the SC Works Centers to ensure the health and safety of the staff and the customers.

6.2.6 The Operator will ensure adequate coverage of the SC Works Centers 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 resource room equipment as long as it is being used for appropriate job search activities or partner-related activities. (A time limitation to accommodate waiting customers is an allowable exception to this directive.)

6.2.12 The Operator shall, with the WDB staff, track and determine needed maintenance and replacement of equipment associated with the SC Works Center resource room equipment.

6.2.13 Special equipment shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals

with disabilities. The physical layout of the room must meet ADA requirements. The Operator shall establish and maintain a Limited English Proficiency Plan, including services for individuals with a hearing impairment. The Operator is required to train all staff on how to use the Limited English Proficiency plan.

6.2.14 The Operator shall establish a staffing plan for each SC Works Center resource room to provide labor market and job search information, to answer questions, and provide assistance in operating equipment and software in the resource room. Partner staff may cover staffing of the resource room. All staff in the resource room must have the ability to provide basic information on all partner programs participating in the SC Works (including those partners electronically linked and/or physically located outside the Center), and to guide customers through online processes.

6.2.15 The Resource Room staffing schedule shall include, at a minimum one knowledgeable, trained staff member present in the Resource Room at all times. (Staff person should be focused on serving only customers in the Resource Room. Evidence of training on Resource Room resources shall be made available to monitors.) All staff assigned to the resource room must be trained to provide job seeker services and technical assistance on the equipment.

6.2.16 The Operator shall collect and distribute current and relevant information and resources about the workforce, employers hiring, soft skills, training opportunities, partner resources, and other relevant job seeker information in the Resource Rooms.

6.2.17 *SC Works Orientation*

6.2.18 The Operator shall provide an orientation that informs individuals of the full array of services available in the Center, including all partner services conducted at the SC Works site and any other pertinent resources to ensure successful return to employment. The orientation shall include an overview of the processes and procedures for participating in the WorkLink WIOA program. Each customer should receive an orientation of available services, including all partner services and any other pertinent resources to ensure successful return to employment. Orientations can be conducted in individual or group settings, depending on demand and the need for center efficiency. Group orientations may be center or program specific and shall be included in a master calendar and published on a monthly basis.

6.2.19 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. The Operator may develop an orientation video, conference call/webinar, or other electronic means of delivery.

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. **Quality workshops that address job seeking and job retention are a priority of the Board.*

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. The Operator may develop workshop videos, host soft skills training thru conference calls or webinars, or deliver those soft skills through other electronic means. This calendar of events is due no later than the 10th of the preceding month.

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 by the 10th 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 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 needed services and locations as well as maintenance and replacement of equipment associated with 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 Performance Measures) through the development of the SC Works Center Business (Operational) Plan that the WDB and the Partners endorse. These goals and reporting requirements should be included in the MOU and the Individual Funding Agreements.

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 procure 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 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 represent the SC Works System in the community through local business and industry groups, community and civic organizations, such as SHRM, Rotary clubs, Chambers of Commerce, etc. The Operator shall make presenting to partners and organizations a priority. A synopsis of events attended and/or presented at should be provided to the WDB on the 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 WIOA Terms and Conditions (attachment III of this grant), the Grantee is responsible for monitoring and reporting on all sub-contractors annually. The Grantee shall monitor any approved sub-contracts annually and submit sub-contractor monitoring reports to the WDB by the end of the third quarter of the program year.

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 are encouraged to attend on a rotating basis as time and customer flow allows. Grantee staff shall RSVP for all meetings they plan to attend at least one business day prior to the planned event.

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 Individual Funding Agreements, includes timely, quarterly reconciliation;
- Business Plans and Standard Operating Procedures for each Center (or one Business Plan and Standard Operation Plan manual for the region with subsections for each Center);
- Identify and implement best practices;
- Encourage and strengthen partnerships for the purpose of integration into SC Works system;
- Establish customer service expectations, surveys and strategies for improvement;
- At a minimum, meets all performance measures (WIOA measures, Business Plan, WDB goals, customer satisfaction, etc.);
- Ongoing, executed Staff Development and Training plan for all SC Works Center staff, includes partners;
- Maintain (revise/expand if necessary) Access Points service locations;
- Partner coverage for resource rooms and 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 WDB staff;
- Workshop schedules on a monthly basis;
- Up-to-date and executed Outreach plan for the SC Works Centers;
- Expend a minimum of 90% of total grant;
- Other goals that support the Scope of Work outlined in this RFP

8.1.1 Performance Measures

8.1.2 WIOA funding is partially based on achieving Department of Labor's performance measures regarding

employment and training. The Operator will be responsible for supporting WIOA program management efforts to capture follow-up and performance measures data for WIOA measures and should be prepared to track the data for WIOA performance measures.

The WIOA performance measures with noted changes are described below:

- **Employment -** To increase employment, as measured by entry into unsubsidized employment (2nd quarter after exit);
- **Employment Retention -** To increase retention in unsubsidized employment six months after entry into employment (4th quarter after exit); and
- **Median Earnings -** To increase earnings received in unsubsidized employment (median of 2nd quarter wages after exit).
- **Credential Rate** – To increase credentials or diplomas obtained during or immediately after program exit.
    - *Definition:* Percentage of participants who obtain a recognized post-secondary credential or diploma during participation or within 1 year after program exit.
- **In-Program Skills Gain** – To increase the skills obtained through education leading to a credential or employment during the program year.
    - *Definition:* Percentage of participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real-time.
- **Employer Services** – To indicate effectiveness in serving employers.
    - Number and definitions are pending.

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

8.1.3 The Grantee shall be required to achieve performance goals negotiated between the South Carolina Department of Employment and Workforce and Department of Labor and the WorkLink Workforce Development Area. <u>The below performance measures are for PY18 & PY19. These performance measures will be updated as soon as PY2020 performance measures are negotiated and finalized.</u>

Adults:	Entered Employment 2nd Qtr after Exit Entered Employment 4th Qtr after Exit Median Earnings 2nd Qtrs after Exit Credential Attainment w/i 4 Qtrs after Exit In-program skills gains Employer Services	76.1% 73.0% $5,301 51.9% TBD TBD
Dislocated Worker:	Entered Employment 2nd Qtr after Exit Entered Employment 4th Qtr after Exit Median Earnings 2nd Qtrs after Exit Credential Attainment w/i 4 Qtrs after Exit In-program skills gains Employer Services	80.1% 76.0% $6,500 48.6% TBD TBD

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

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

9.0.0 **REPORTING**

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

9.0.2 The Grantee shall submit the following reports to the Workforce Development Board staff:

Must be available upon request:

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

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

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

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, 2021. 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 WorkLink WDB staff upon request.

9.1.10 Financial closeouts will be due to the WorkLink WDB staff by August 10, 2021. The Closeout Package will include the following documents: Grantee's Release Form, Grant Award Adjustment Form, Financial Status Report (FSR), Outstanding Accruals Register, and Property Control Record Form.

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

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

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

10.0.0 **DISALLOWED COSTS**

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

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

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

11.0.0 PROCUREMENT/UTILIZATION OF PROPERTY

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

11.0.2 Property and/or equipment will be inventoried at least yearly and a copy of the inventory sent to the WDB office. WDB staff will include inventory monitoring in their monitoring visit at least yearly. Property control records must contain the following fields per 29 CFR 97.32 Equipment (d) (1), "Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property."

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

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

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

12.0.0 ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES

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

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

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

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

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

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

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

12.1.0 **Grantee Central Files**

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

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

12.2.0 **Staffing**

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

monitoring. The WorkLink WDB reserves the right to provide input into hiring and termination of WIOA-funded staff.

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

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

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

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

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

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

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

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

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

12.2.10 With the increased emphasis on customer satisfaction under the Workforce Innovation and Opportunity Act and the SC Works Certification Standards, the Grantee will conduct on-going customer service training with staff and other partner staff. Workforce Center staff will participate in any training provided by the WorkLink WDB.

12.2.11 Staff should not be absent from the SC Works without adequate coverage.

12.3.0 **Monitoring**

12.3.1 On-site programmatic, Equal Opportunity, and financial monitoring will be completed at least once during the period of this agreement. WDB staff is available upon request to the SC Works site for technical assistance and training. Submit a Technical Assistance form for any requested training. All new staff should be trained on SCWOS before utilizing the system.

12.4.0 **Record Keeping Requirements**

12.4.1 Records will be maintained per Section 185 of the Workforce Innovation and Opportunity Act of 2014.

12.4.2 The Grantee should follow the procedures set forth in the File Retention and Records Keeping policy for file management and storage.

12.4.3 *Time Keeping Requirements for WIOA Grantee Staff and WIOA Participants*

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

12.4.5 *WIOA Grantee Staff*

12.4.6 Record of WIOA staff member hours of annual leave, sick leave, and holiday will be maintained. The records must be signed by the staff member and his/her supervisor and maintained in a central file. The Grantee will be responsible for paying out any leave at the termination of this grant.

12.4.7 *WIOA/TAA Participants*

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

12.5.0 **Payments to WIOA Participants**

12.5.1 WIOA participants may be eligible to receive supportive services payments and/or needs-based payments. The grantee shall make these payments directly to WIOA participants when applicable. The grantee shall also make sure that there are checks and balances between the maintenance of time sheets or other source documents and the cutting and disbursement of the checks to participants. Failure to fully document the basis for issuing any of the aforementioned payments to participants may result in disallowed costs. The grantee shall reimburse disallowed costs to the WorkLink Workforce Development Area from non-WIOA fund sources.

12.6.0 **Insurance for WIOA Participants**

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

12.6.2 *Classroom Training and Customized Training*

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

12.6.4 WIOA grantees using motor vehicles in conducting services shall provide automobile insurance that clearly specifies that the WorkLink WDB, SC Appalachian Council of Governments and/or staff are held harmless against claims arising from ownership, maintenance, or use of said vehicle.

12.7.0 **Recouping of Non-Expendable Training Equipment**

12.7.1 The Grantee shall establish an in-house policy and procedure for recouping non-expendable training equipment (items designed to last more than one year) when a WIOA participant concludes early. The policy should be submitted for review by WorkLink.

13.0.0 **SANCTIONS**

13.0.1 The WorkLink Workforce Development Board may impose sanctions on the grantee when continued non-compliance with this Grant agreement, other policy and procedures of the Board, the Act and/or its regulations exists, or failure to meet DOL, State, and WorkLink performance measures.

13.0.2 After each quarter, WorkLink staff will evaluate, if for three consecutive months the actual vs. planned, fails to meet the 90% of the planned goal, WorkLink may issue sanctions.

14.0.0 **PROGRAM OVERSIGHT**

14.0.1 The Grantee acknowledges the right and responsibility of the WorkLink Workforce Development Board, the SC Department of Employment and Workforce, and the US Department of Labor and/or their representatives under the provisions of the WIOA to conduct program oversight or monitoring on an announced and/or unannounced basis. The grantee shall further assist in a cooperative manner, the agents, or representatives of the aforementioned entities when conducting on-site monitoring or audits of WIOA funded program activities.

15.0.0 **WIOA TERMS AND CONDITIONS**

15.0.1 The terms and conditions for this grant are attached. The Grantee will adhere to all areas listed in the WIOA Terms and Conditions. In addition to the State issued terms and conditions, a locally defined set of terms and conditions have been provided as an attachment to this grant.

16.0.0 **GRANT MODIFICATION**

16.0.1 Any change in this Grant or documents a part hereof, can be changed only by means of an official modification of this Grant.

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, 2021.

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. WIOA Section 188 (29 CFR, Part 38);
b. Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972, as amended;
c. Title VII of the Civil Rights Act, as amended;
d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), as amended;
e. The Age Discrimination Act of 1975 (42 U.S.C. §6101), as amended;
f. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101), as amended;
g. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688), as amended;
h. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program;
i. Title II of the Genetic Information Nondiscrimination Act of 2008;
j. Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations (signed December 12, 2002);
k. Section 508 of the Rehabilitation Act (29 U.S.C. §794d);
l. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP);
m. 29 CFR Part 38 and all other regulations and instruction letters implementing the above.

18.0.2 This program is subject to the provisions of the “Jobs for Veterans Act,” Public Law 107-288 and 20 CFR Part 1010 (Final Rule) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program’s eligibility requirements.

18.0.3 The grantee is required to use e-verify to determine each hire's eligibility to work in the United States. The Grantee will be responsible for any disallowed cost in the event that an employee is found to not be eligible to work in the United States.

18.0.4 *Regulations and Requirements*

Uniform guidance was issued in 2 CFR Part 200 and 2 CFR Part 2900. The Employment and Training Administration issued TEGL 15-14 that gives guidance on this reform.

The recipient/sub-recipient/sub-contractor must comply with the following federal regulations and requirements:

i. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
ii. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
iii. 2 CFR 200 Uniform administrative requirements, cost principles, and audit requirements for federal awards
iv. 48 CFR Part 31 (applies to commercial organizations);
v. 29 CFR Part 95 which codifies OMB A-122;
vi. 29 CFR Part 97 which codifies OMB A-87;
vii. Section 504 of the Rehabilitation Act of 1973, as amended;
viii. Section 508 of the Rehabilitation Act of 1973, as amended;
ix. Age Discrimination Act of 1975, as amended;
x. Title IX of the Education Amendments of 1972, as amended;
xi. Section 167 of the Job Training Partnership Act, as amended;
xii. Section 188 of the Workforce Innovation and Opportunity Act of 1998;
xiii. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
xiv. Title VI of the Civil Rights Act of 1964, as amended;
xv. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
xvi. Equal Pay Act of 1963, as amended;
xvii. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 1998 (WIOA);
xviii. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
xix. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
xx. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
xxi. Executive Order 11478 Equal Employment Opportunity in the Federal Government.
xxii. ADA Amendments of 2008

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

18.0.6 The grantee should be familiar with TEGL 9-12, “Human Trafficking: The Role of the Public Workforce system in the Delivery of Services and Referrals to Victims of Trafficking.”

19.0.0 EFFECTIVE DATE OF GRANT

19.0.1 The effective dates of this Grant are July 1, 2020 through June 30, 2021.

PART III
TERMS AND CONDITIONS

3.0 LEGAL AUTHORITY

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

3.1 AWARDING ENTITY

3.1.1 As the awarding entity, the Department of Employment and Workforce (DEW), has the following oversight responsibilities:

- Providing technical assistance, as requested by the Grantee or deemed necessary by DEW;
- Conducting programmatic and financial monitoring of the Grant project;
- Ensuring compliance with WIOA Public Law 113-128 and implementing Federal regulations, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as well as State laws and policies applicable to the Grant Agreement;
- Disbursing funds to the Grantee to pay for allowable expenses or services provided in accordance with applicable State and Federal laws upon receipt of proper supporting documentation of disbursement amounts previously drawn down; and
- Evaluating the Grantee against specific deliverables and performance requirements as outlined in Part I – Program Statement of Work.

3.2 FINANCIAL SYSTEM AND REPORTING

3.2.1 The Grantee is responsible for developing and implementing procedures and standards for reporting financial, programmatic, and customer information in the required timeframes and using the systems and formats specified by DEW.

3.2.2 The Grantee shall maintain fiscal records and supporting documentation for all expenditures of funds under the Grant Agreement. The Grantee must provide adequate, qualified staff to prepare required reports. Proper internal controls are required to ensure separation of duties.

3.2.3 Costs incurred by the Grantee prior to the start date specified in the Grant Agreement are incurred at the Grantee's own expense. Prior authorization for pre-award spending must be obtained from DEW and the US Department of Labor before any costs are incurred.

3.2.4 Payment by DEW of Indirect Costs incurred requires the Grantee to submit its approved Indirect Cost Rate or Acceptance of Certification of Indirect Costs from its cognizant

agency upon receipt. If DEW is the cognizant agency for the grant recipient, an Indirect Cost Rate proposal must be submitted to DEW no later than 180 days after the June 30 fiscal year end. Failure to do so may result in the disallowance of indirect costs. DEW may either disallow all indirect costs or establish a rate based upon audited historical data or such other data that have been furnished to DEW for indirect costs. (2 CFR Part 200.415(b)(2))

3.2.5 The Grantee is required to submit a Financial Status Report (FSR) on a monthly basis. Reports must be submitted no later than the 20th of the following month. Expenditure data is reported cumulatively through the end of each reporting period on an accrual basis.

3.2.6 A Request for Drawdown (RFD) must be submitted each time the Grantee wishes to draw down funds, along with proper supporting documentation of disbursements previously drawn down. The Grantee may request funds in advance to cover upcoming cash expenditures and accruals to be paid within a short period of receipt of funds (usually within three (3) business days). The Grantee's cash needs must be projected to ensure that funds are received as close as possible to the time of actual disbursement in accordance with 2 CFR Part 200.305. Cash on hand should be limited to the amount needed for immediate disbursement.

3.2.7 The Grantee will submit a complete Grant Closeout Report to DEW no later than sixty (60) calendar days after the grant end date. DEW will supply the closeout forms and instructions prior to grant expiration.

3.3 RECORDKEEPING

3.3.1 DEW, and any of its authorized representatives, must have timely and reasonable access to all Grantee records and personnel related to the Grant Agreement for the purpose of inspection, investigation, monitoring, auditing, evaluation, interview, and discussion. Further, DEW and any of its authorized representatives, have the right to copy all records pertaining to the Grant Agreement.

3.3.2 The Grantee shall comply with requirements for custody and retention of records as set forth in 2 CFR Part 200, as applicable. Records must be retained for no less than three years after submittal of the Grant Agreement closeout to DEW or the last request for grant records during an audit, whichever is most recent. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken (2 CFR Part 200.333).

3.3.3 The Grantee assures it will comply with Federal and State laws and guidelines for the handling and protection of Personally Identifiable Information, including but not limited to 2 CFR Part 200.79 and US Department of Labor Training and Employment Guidance

Letter 39-11, *Guidance on the Handling and Protection of Personally Identifiable Information (PII)*, located at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

3.3.4 The Grantee agrees to maintain the confidentiality of any information that identifies or may be used to identify any grant and benefit participants. The Grantee shall not disclose or re-disclose any employer or personally identifying information of the subject of the information unless permitted by law.

3.3.5 All releases of information shall be in accordance with State and Federal law, regulations and guidelines, including but not limited to S.C. Code Ann. § 41-29-160; the Family Privacy and Protection Act (S.C. Code Ann. § 30-2-10 et al), 20 CFR 603, and IRS Publication 1075.

3.4 PROCUREMENT

3.4.1 The Grantee must have written procedures for procurement transactions that comply with State regulations. Procedures may reflect applicable local laws and regulations, provided they conform to applicable Federal law and the standards identified in 2 CFR Parts 200.318 through 200.326.

3.4.2 Procurement standards must ensure fiscal accountability and prevent waste, fraud, and abuse. The Grantee will conduct procurement in a manner that provides full and open competition consistent with the standards of 2 C.F.R Part 200.319.

3.5 ADDITIONAL CONDITIONS AND ENFORCEMENT

3.5.1 The Grantee acknowledges and accepts that special additional conditions may be unilaterally imposed by DEW in accordance with 2 CFR 200.207. Such conditions may be imposed if the Grantee demonstrates one or more of the following conditions:

- a history of unsatisfactory performance;
- financial instability;
- management system(s) that do not meet standards prescribed in 2 CFR 200.300 et seq.;
- noncompliance with terms and conditions of previous Federal awards or sub awards;
- absence of responsibility disclosed as a result of ongoing evaluation of risk by DEW conducted in accordance with 2 CFR 200.331(b);
- reports and findings from audits performed under 2 CFR Subpart F – Audit Requirements of this part or the reports and findings of any other available audits; and/or
- inability to effectively implement statutory, regulatory, or other requirements.

3.5.2 If DEW determines that a grant award will be made or continued, special provisions shall address the condition identified and shall be included in the award. Such provisions may include but are not limited to:

- requiring payments on a reimbursement basis;
- withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- requiring additional, more detailed financial reports;
- requiring additional project monitoring;
- requiring the Grantee to obtain technical or management assistance and to implement corrective actions; and/or
- establishing additional prior approval.

DEW will notify the Grantee regarding the nature and reason for implementing any of the above special provisions.

3.5.3 Failure to comply with any provision of the Grant Agreement, or any applicable law or regulation, may subject the Grantee to additional enforcement actions that are determined by DEW to be appropriate under the circumstances. Such enforcement actions include but may not be limited to:

- requiring special award provisions as stated above;
- temporarily withholding cash payments pending correction of identified deficiencies, as identified in 2 CFR 200.338;
- disallowing cost (and, if appropriate, applicable matching credit) for any claim or action made that is not in compliance and require appropriate repayment or financial adjustment;
- suspending the grant award, in whole or in part, pending corrective action;
- terminating the grant award, in whole or in part;
- withholding further awards for the project or program;
- recommending to appropriate Federal officials that suspension or debarment proceedings be initiated as authorized under 2 CFR 180; and/or
- taking other remedies that may be legally available. (See 2 CFR 200.338.)

3.5.4 The Grant Agreement may be immediately terminated by DEW in whole or in part for cause or noncompliance whenever such non-compliance is material and in the best interest of the Grantee, DEW, or the US Department of Labor.

3.5.5 Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:

1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of DEW.
2. The Executive Director will issue a written decision within 30 days.
3. If dissatisfied with the decision, a written appeal may be made to the State Workforce Development Board (SWDB) within 14 days of receipt of decision.
4. The Chair will designate the Executive Committee or an Ad Hoc Committee of at least five SWDB members to hear the appeal.
5. The SWDB will hear the appeal and render a decision within 60 days.

6. The Grantee will be notified in writing of the SWDB's decision within 20 days.

3.5.6 Appeal requests made to the SWDB must be submitted in writing as follows:

South Carolina Department of Employment and Workforce
Attn: Appeals, State Workforce Development Board
1550 Gadsden Street
Columbia, SC 29201

3.6 CHANGES AND AMENDMENTS

3.6.1 Any alterations, additions, or deletions to the terms of the Grant Agreement which are required by changes in Federal or State law or regulations are automatically incorporated into the Grant Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

3.6.2 Alterations, additions, deletions, or extensions to the terms of the Grant Agreement must be modified in writing and executed by both Parties. Any other attempted changes, including oral modifications, shall be invalid.

3.6.3 To ensure effective performance under the Grant Agreement, the Parties agree that DEW may amend requirements in writing during the grant period to interpret or clarify a change in Federal or State law, rules or regulations.

3.7 ASSURANCES

3.7.1 As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it will comply fully with the following nondiscrimination provisions, equal opportunity provisions, Public Laws and Executive Orders, including but not limited to:

A. *WIOA Section 188 (29 CFR, Part 38),* which provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief, and, for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in a WIOA Title I-financially assisted program or activity;

B. *Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972,* which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or

activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;

C. *Title VII of the Civil Rights Act,* as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;

D. *Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)*, as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;

E. *The Age Discrimination Act of 1975 (42 U.S.C. §6101)*, as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;

F. *The Americans with Disabilities Act of 1990 (42 U.S.C. §12101)*, as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;

G. *Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688)*, as amended, which prohibits discrimination on the basis of sex in educational programs;

H. *Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program*, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;

I. *Title II of the Genetic Information Nondiscrimination Act of 2008* which prohibits discrimination in employment on the basis of genetic information;

J. *Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations* (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;

K. *Section 508 of the Rehabilitation Act (29 U.S.C. §794d),* which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;

L. *Jobs for Veterans Act (38 U.S.C. §4215)*, which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor

Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;

M. *P.L. 113-114, Division E, Title VII, Section 743*, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;

N. *P.L. 113-114, Division H, Title V, Section 505*, which establishes that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
   1. The percentage of the total costs of the program or project which will be financed with Federal money;
   2. The dollar amount of Federal funds for the project or program, and
   3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

   The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both must be complied with.

O. *Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP),"* which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;

P. *Executive Order 13333*, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. *§*7104(g));

Q. *Buy American Notice Requirement*, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. *§*10a et seq.);

R. *Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997)*, which provides that recipients of Federal funds are encouraged to adopt and enforce

on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;

S. *Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009),* which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;

T. *Special Requirements for Conferences and Conference Space*. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;

U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;

V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;

W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and

X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3). The notice must

contain specific wording regarding the prohibited bases and the process for filing a complaint, as required by 29 CFR *§*38.30.

3.8 CERTIFICATIONS

3.8.1 Lobbying (2 CFR *§*200.450)

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3.8.2 Debarment, Suspension, and Other Responsibility Matters

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

3.8.3 Drug-Free Workplace (Public Law 100-690)

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

WORKFORCE INNOVATION & OPPORTUNITY ACT
WorkLink WDB
Local Area Addendum
to
PART III - TERMS AND CONDITIONS

(Revised June 25, 2018)

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3.0 STATEMENT OF PURPOSE

The purpose of this Grant Agreement is to establish the general terms and conditions to which funding provided thru the SC Department of Employment and Workforce and by the SC Appalachian Council of Governments under Title I of the Workforce Innovation and Opportunity Act is subject to. The purpose of this Act is to reaffirm the role of the public workforce system, and brings together and enhances several key employment, education, and training programs; provides resources, services, and leadership tools for the public workforce system to help individuals find good jobs and stay employed and improves employer prospects for success in the global marketplace; ensures that the public workforce system operates as a comprehensive, integrated, and streamlined system to provide pathways to prosperity for those it serves; and continuously improves the quality and performance of its services.

3.1 DEFINITIONS

Act – The Workforce Innovation and Opportunity Act (WIOA) of 2014

Administrative Entity – The entity (SC Appalachian Council of Governments) designated by the Local Workforce Development Board to administer the WIOA programs.

Agreement – A grant agreement, which includes the WIOA Terms and Conditions, between the Awarding Entity and the Grantees/Recipients or between the Grantees/Recipients and Sub-Grantees/Subrecipients.

Direct Grantee – The entity, usually a state or protectorate, that receives WIOA funds directly from the federal government.

Local Workforce Development Areas (LWDA) – The county or counties designated by the Governor to administer the Workforce Innovation and Opportunity Act in a designated area.

Recipient – A local area that receives grant funding from the direct grantee.

Subrecipient or Subgrantee – The legal entity to which a subgrant is awarded and which is accountable to the recipient or direct grantee for the use of the funds provided.

Service Provider – A public agency, a private non-profit organization, or a private-for-profit entity that delivers education, training, employment or supportive services to WIOA participants.

Vendor – An entity responsible for providing generally required goods or services to be used in the WIOA program.

Participant – An individual who has been determined to be eligible to participate in and who is receiving services (except for follow-up services) under a program authorized by WIOA title I. Participation shall be deemed to commence on the first day, following determination of eligibility, on which the participant began receiving services (as defined by the Act) provided under WIOA title I.

Capital Improvement – Any modification, addition, restoration or other improvement:

(a) which increases the usefulness, productivity, or serviceable life of an existing building, structure or major item of equipment;

(b) which is classified for accounting purposes as a "fixed asset"; and

(c) the cost of which increases the recorded value of the existing building, structure or major item of equipment and is subject to depreciation.

Construction – The erection, installation, assembly or painting of a new structure or major addition, expansion or extension of an existing structure, and the related site preparation, excavation, filling and landscaping, or other land improvements.

GAAP – Accounting rules and procedures established by authoritative bodies of convention that have evolved through custom and common usage (uniform minimum standards and guidelines). The acronym stands for Generally Accepted Accounting Principles.

3.2 LEGAL AUTHORITY

The Awarding Entity, recipients, and subrecipients/subgrantees assure and guarantee that they possess the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving them legal authority to enter into this Agreement; receive the funds authorized by this Agreement; and to perform the services each has obligated itself to perform under this Agreement.

The person or persons signing and executing this Agreement on behalf of the parties hereto, or representing themselves as signing and executing this Agreement on behalf of the parties hereto, do hereby warrant and guarantee that all parties involved have been fully authorized to execute the Grant Agreement and to validate and legally bind the parties hereto to all the terms, performance requirements and provisions herein set forth.

The Awarding Entity shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the recipients, subrecipients/subgrantees or the person signing the Agreement to enter into this Agreement.

3.2.1 Business Licensing/Taxation/Insurance Requirements

The recipients/ subrecipients/subgrantees will comply with all other local, state or federal applicable licensing, taxation and insurance requirements.

3.3 AWARDING ENTITY

3.3.1 Oversight Responsibilities

The Awarding Entity is responsible for the monitoring and evaluation of programs during a grant period.

- The Awarding Entity will provide technical assistance to the recipients/subrecipients/subgrantees in the areas of planning, design, delivery, and management during the course of the program.

- The Awarding Entity will note deficiencies when technical assistance is delivered and will help the recipient/subrecipient/subgrantee correct the deficiencies.

- The Awarding Entity will conduct formal programmatic and financial reviews of the recipient/subrecipient/subgrantee as necessary.

- The Awarding Entity will notify the recipient/subrecipient/subgrantee in writing of any deficiencies noted during formal reviews.

- The Awarding Entity will conduct follow-up visits to review and to assess efforts to correct deficiencies noted during formal reviews.

3.3.2 Funding Obligations

In consideration of full and satisfactory performance hereunder, the Awarding Entity shall be liable to the recipient/subrecipient/subgrantee in an amount equal to the actual costs incurred, not exceeding the face amount of this Agreement, for performances rendered hereunder subject to the following limitations:

(a) The Awarding Entity shall not be liable to the recipient/subrecipients/ sub-grantees for expenditures made in violation of Part 683 of the Regulations promulgated under the Act, or in violation of any other regulations promulgated under the Act, or otherwise applicable.

(b) The Awarding Entity shall not be liable to the recipient/subrecipients /sub-grantees for costs incurred or performances rendered unless such costs and performances are in strict accordance with the terms of this Agreement.

(c) The Awarding Entity's funding obligations under this Agreement are contingent upon receipt of funds from the USDOL/State Workforce Development Area allocation guidelines governing distribution within the Awarding Entity's total jurisdiction. The Awarding Entity is in no way obligated for any funds not received nor any decrease in funding caused by required allocation formulas.

3.4 RECIPIENTS/SUBRECIPIENTS/SUBGRANTEES

3.4.1 Assurances of Compliance

It is the responsibility of the recipient/subrecipient/subgrantee to have, or to have access to, copies of the Workforce Innovation and Opportunity Act of 2014, the applicable Federal Regulations (to include CFRs) and other pertinent documents referenced in this Agreement and with which compliance is required.

The recipient/subrecipient/subgrantee shall comply with the requirements of the Act and with Federal Regulations (hereinafter called the Regulations) and any revisions thereof.

The recipient/subrecipient/subgrantee shall operate its programs under this Agreement, and shall otherwise comply with the terms of the Agreement in such a manner as to prevent or correct any breach of the Awarding Entity's agreement with SC Department of Employment and Workforce and/or the U.S. Department of Labor.

The recipient/subrecipient/subgrantee must comply with the following federal regulations and requirements:

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;

3. 2 CFR 200 Uniform Administrative Requirements, cost principles, and audit requirements for federal awards, including 2 CFR Appendix II to part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards
4. 48 CFR Part 31 (applies to commercial organizations);
5. 29 CFR Part 95 refer to 2 CFR 200;
6. 29 CFR Part 97 refer to 2 CFR 200;
7. Section 504 of the Rehabilitation Act of 1973, as amended;
8. Section 508 of the Rehabilitation Act of 1973, as amended;
9. Age Discrimination Act of 1975, as amended;
10. Title IX of the Education Amendments of 1972, as amended;
11. "Jobs for Veterans Act," (38 U.S.C. §4215) and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
12. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 38);
13. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
14. Title VI of the Civil Rights Act of 1964, as amended; Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
16. Equal Pay Act of 1963, as amended;
17. 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA);
18. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
19. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
20. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
21. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

The recipient/subrecipient/subgrantee shall ensure that all its subrecipients/subgrantees comply with the federal cost principles applicable to the particular organization concerned.

3.4.2 Time of Performance

The activities specified in this Agreement are to be performed in accordance with schedules made as a part of this Agreement. All activities required and described herein shall be completed no later than the ending date of this Agreement, except as determined specifically by the Awarding Entity.

3.4.3 Satisfactory Performance

It is understood and agreed by and between the parties of this Agreement that the work is to be done to the satisfaction of the Awarding Entity. The Awarding Entity will interpret all reports and will decide the acceptability and progress of grant work, and will further decide the amount, classification and quality of kinds of work to be performed, and the amounts to be paid under this Agreement. The Awarding Entity will be the sole judge of the validity and the acceptability of claims, if any, made by the recipient/subrecipient/subgrantee, and the Awarding Entity's decision will be final, conclusive and binding on the parties concerned.

The recipient/subrecipient/subgrantee agrees that performance satisfactory to the Awarding Entity is essential to the life of this Agreement. Performance below relevant standards, as stated in the Agreement, will constitute non-compliance with the terms of this Agreement. It is the responsibility of the Awarding Entity to notify the

recipient/subrecipient/subgrantee when it is not in compliance. It is the responsibility of the recipient/subrecipient/subgrantee to present a plan for corrective action including the date on which results of the corrective action may be expected, or to present just cause for modification of the performance standards.

Such plans or modifications shall be prepared and submitted in writing by the recipient/subrecipient/subgrantee to the Awarding Entity. The Awarding Entity may schedule meetings for the purpose of reviewing performance against the terms of this Agreement. All staff of the recipient/subrecipient/subgrantee performing services under this Agreement who are requested by the Awarding Entity to attend meetings shall be required by the recipient/subrecipient/subgrantee to attend such meetings as may be scheduled.

3.5 RECIPIENT/SUBRECIPIENT/SUBGRANTEE FINANCIAL MANAGEMENT SYSTEM AND RESPONSIBILITIES

The recipient/subrecipient/subgrantee shall maintain a financial management system that provides federally required records and reports that are uniform in definition, accessible to authorized federal and state staff, and verifiable for monitoring, reporting, audit, program management, and evaluation purposes. Each system, at each recipient/subrecipient/ subgrantee level, shall provide fiscal control and accounting procedures that are in accordance with GAAP (Generally Accepted Accounting Principles).

The recipient/subrecipient/subgrantee must provide adequate, qualified staff to maintain the financial system and prepare the required reports. Proper internal controls are required to ensure separation of duties.

The recipient/subrecipient/subgrantee shall maintain fiscal records and supporting documentation for all expenditures of funds under this Agreement. Records must provide accurate, current, separate and complete disclosure of the status of funds received under this Agreement for each program activity by cost category including proper charging of costs and proper allocation of costs. The recipient/subrecipient/ subgrantee shall maintain accounts in such a way that they are traceable to source documentation of unit transactions, and shall maintain source documentation for all transactions. Fiscal records must be adequate enough to provide a comparison of actual expenditures with budgeted amounts for each recipient/ subrecipient/subgrantee.

The recipient/subrecipient/subgrantee shall establish and maintain a system by which it monitors its grants to: (1) ensure adequate financial management and compliance with Federal Regulations and the applicable provisions of this Agreement; and (2) ensure that each system is sufficient to:

- permit preparation of required reports;
- permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
- permit the tracing of program income, potential stand-in costs and other funds allowable except for funding limitations defined in the Act.

The recipient/subrecipient/subgrantee shall submit a financial report which includes a report of all costs incurred under the Agreement up to and including the last day of the month. These reports will include accruals for cost of goods and services received where

payment will be made within the next 30 days. These reports are due by the tenth (10th) day of the following month, according to the terms set forth in the grant agreement.

The recipient/subrecipient/subgrantee shall notify the Awarding Entity immediately if it files for bankruptcy; is involuntarily placed in bankruptcy or receivership; is sued in any Court; or otherwise becomes insolvent and unable to comply with this Agreement.

The recipient/subrecipient/subgrantee is liable to the Awarding Entity for any money it has received for performance of the provisions of this Agreement if the Awarding Entity has suspended or terminated this Agreement for the reasons enumerated in this Agreement.

Nothing in this Section shall be so construed as to relieve the recipient/subrecipient/subgrantee of the fiscal accountability and responsibility under the applicable CFRs, the Act, Regulations and other U.S. Department of Labor regulations.

3.5.1 Method of Payment

Payment to the recipient/subrecipient/subgrantee shall not exceed the total face amount of the Agreement.

The recipient/subrecipient/subgrantee shall be reimbursed monthly for actual costs for the prior month and for accrued costs that will be paid within the next 30 days. Payments shall be requested by submitting a "Request for Payment/Fiscal Report (FSR-S)".

Request for funds will not be honored prior to receipt by the Awarding Entity of an Agreement signed by both parties.

All documents and policies must be submitted by the recipient/ subrecipient/subgrantee as requested by the Awarding Entity prior to the honoring of Requests for Payment(s).

3.5.2 Repayment and Adjustments in Payments

The recipient/subrecipient/subgrantee agrees to be responsible to repay the Awarding Entity any funds received pursuant to the Act that are not spent in strict accordance with the Act and with all applicable Federal Regulations and 2 CFR 200.

If any funds are expended by the recipient/subrecipient/subgrantee in violation of the Act, the Regulations or Grant Conditions, the Awarding Entity may require necessary adjustments in payments to the recipient/subrecipient/subgrantee on account of such unauthorized or unallowable expenditures. The Awarding Entity may request the return of unexpended funds which have been made available in order to assure that they will be used in accordance with the purpose of the Act or to prevent further unauthorized or unallowable expenditures, and may withhold funds otherwise payable under the Agreement in order to recover any unallowable amounts expended.

If no further payments would otherwise be made under the Agreement during the current or subsequent fiscal year, the Awarding Entity may request a repayment of funds used for unauthorized or unallowable expenditures. Repayments shall be made from non-WIOA funds within **thirty (30) calendar days** of receipt of such request.

3.5.3 Closeouts

The recipient/subrecipient/subgrantee will submit a complete Grant Agreement Closeout Report to be received by the Awarding Entity no later than **forty (40) calendar days** after the expiration of the Agreement. The Awarding Entity will supply the closeout forms and instructions prior to the grant ending date.

Amended closeout package(s) will not be accepted after **forty (40) calendar days** of the expiration of the grant unless adjustments are required as a result of audit findings or other valid reasons. The Awarding Entity must be contacted as soon as possible in the event that a closeout adjustment is deemed necessary after the 40 day deadline.

Any funds advanced under this Agreement by the Awarding Entity to the recipient/subrecipient/subgrantee and either unspent or otherwise not properly obligated by the recipient/subrecipient/subgrantee must be returned to the Awarding Entity within **three (3) calendar days** from the date this Agreement terminates.

3.5.4 Cash Depositories

Consistent with the national goal of expanding opportunities for minority business enterprises, each recipient/subrecipient/subgrantee is encouraged to use minority-owned banks (a bank which is owned at least 50 percent by minority group members).

Recipients/subrecipients/subgrantees are not required to maintain a separate bank account, but shall separately account for federal funds on deposit.

3.5.5 Program Income

Income under any program administered by a public or private nonprofit entity may be retained by such entity only if such income is used to continue to carry out the program. Income shall include:

- receipts from goods or services (including conferences) provided as a result of activities funded under this title;
- funds provided to a service provider under this title that are in excess of the costs associated with the services provided;
- proceeds from the sale of real property or equipment purchased with WIOA grant funds;
- interest income earned from funds received during a grant award.

For purposes of this paragraph, each entity receiving financial assistance under this title shall maintain records sufficient to determine the amount of such income received and the purposes for which such income is expended.

The addition method, described at 29 CFR 95.24 or 29 CFR 97.25(g)(2) (as appropriate), must be used for program income earned under WIOA Title I grants. When the cost of generating program income has been charged to the program, the gross amount earned must be added to the WIOA program.

The recipient/subrecipient/subgrantee may retain any program income earned by the recipient/subrecipient/subgrantee only if such income is added to the funds committed to

the particular WIOA grant under which it was earned and such income is used for WIOA purposes and under the terms and conditions applicable to the use of grant funds.

3.5.6 Indirect Costs

The recipient/subrecipient/subgrantee will not be reimbursed for any indirect costs under this Agreement until the recipient/subrecipient/ subgrantee has a current Indirect Cost Agreement executed and approved by a cognizant agency of the United States Government. Written documentation is required for an exemption of approval from the cognizant agency for the Indirect Cost Agreement. Indirect costs submitted for reimbursement must have an executed plan available for review as appropriate during regular monitoring visits.

3.5.7 Bonding Requirements for Advance Payments

Every office, director, agent or employee of the recipient/subrecipient/subgrantee that handles WIOA finances and cash received under this grant agreement must be covered under a Bond Agreement. Proof of such Bond Agreement must be provided in the compliance documents on a yearly basis.

The recipient/subrecipient/subgrantee must obtain a Fidelity Bond that meets the following qualifications:

(a) The recipient/subrecipient/subgrantee shall be named as the insured.

(b) The period of coverage shall be no less than one year, with a discovery period of no less than three years subsequent to cancellation or termination of the Bond.

(c) The Bond evidencing such coverage as required under WIOA Agreement shall contain the following endorsement:

No cancellation, termination, or modification of this Bond shall take effect prior to the expiration of **thirty-five (35) days** after written notice of the cancellation, termination or modification, together with suitable identification of the Bond and named insured has been sent to the Awarding Entity at its official address.

The recipient/subrecipient/subgrantee shall ensure that its sub-contractors, if any, also maintain Bonds in accordance with this Section.

3.5.8 Legal Fees

No funds available for administrative costs under this Agreement (including an administrative cost pool) may be used by the recipient/subrecipient/subgrantee for payment of legal or other associated services unless and until the Awarding Entity receives and approves the recipient’s/subrecipient’s/subgrantee's certification containing, at a minimum, the following assurances:

(a) the payments are reasonable in relation to the fees charged by other recipients/subrecipients/subgrantees providing similar services; and

(b) the services could not be competently provided through employees of the recipient/subrecipient/subgrantee or other available state or local government employees.

In the event the Awarding Entity so requires, the recipient/subrecipient/ subgrantee shall submit supporting documents relevant to the certification in the manner and form the Awarding Entity specifies.

Legal expenses for the prosecution of claims against the federal government, including appeals to an Administrative Law Judge, are unallowable.

This Section shall not be construed as requiring the Awarding Entity's approval or disapproval of any individual who may be selected as legal counsel, or as the Awarding Entity's approval or disapproval of the use of legal counsel in general. In the event the recipient/subrecipient/ subgrantee elects to employ legal services, such services shall be subject to the provisions of this Agreement.

3.5.9 **Assignment of Interest**

The recipient/subrecipient/subgrantee must obtain the prior written consent of the Awarding Entity before assigning any interest in this Agreement.

3.5.10 **Meetings, Conferences and Travel Payments**

Recipients of WIOA funds are governed by the requirements found in 48 CFR 31.205-46, which state that travel per diem rates and other travel rates are "considered to be reasonable and allowable only to the extent they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration (GSA), for travel in the contiguous United States…"

The Awarding Entity shall reimburse the recipient/subrecipient/subgrantee for proper travel and per diem expenses at rates which are in accordance with the recipient's/subrecipient's/subgrantee's approved "local travel policy". The recipient's/subrecipient's/subgrantee's "local travel policy" shall consist of a written statement delineating the rates that the recipient/subrecipient/ subgrantee shall use in computing travel and per diem expenses of its employees. The Awarding Entity shall review the "local travel policy" after submission by the recipient/subrecipient/ subgrantee and shall approve it after the Awarding Entity determines that it is reasonable and otherwise acceptable for the purpose of this Agreement.

Travel costs for personnel supported by the grant award are allowable when the travel is specifically related to the operation of programs under the Act. Payment for travel shall be made only as it applies to the scope of the grant, is necessary and reasonable, and follows all local travel policies.

The recipient/subrecipient/subgrantee must follow local travel policies before it can use funds received under this Agreement to pay for travel and per diem, except travel to areas designated by the Awarding Entity for consultation or training.

Budgeted expenses for meetings and/or conferences are allowable when their primary purpose is the dissemination of technical information relating to the WIOA program and when they are consistent with regular practices and local travel policies followed for other activities of the recipient/subrecipient/subgrantee. Allowable costs under WIOA grant awards must be necessary and reasonable for proper and efficient administration of the program; be justifiable; be in accordance with 2 CFR 200; and not be a general expense required to carry out the overall responsibilities of state or local government.

The Awarding Entity may schedule a meeting for the purpose of reviewing performance against the terms of this Agreement. All staff of the recipient/ subrecipient/subgrantee performing services under this Agreement who are requested by the Awarding Entity to attend meetings shall be required to attend such meetings as often as necessary.

3.5.11 Prevention of Fraud and Abuse

The recipient/subrecipient/subgrantee shall establish, maintain, and utilize internal program management procedures sufficient to provide for the effective management of all activities funded in whole or in part under this Agreement.

In addition to the requirements imposed elsewhere in this Agreement, the recipient/subrecipient/subgrantee shall ensure that sufficient, auditable, and otherwise adequate records are maintained which support the expenditure of all funds received through this Agreement. Such records shall be sufficient to allow the United States Department of Labor, the State, and the Awarding Entity to audit and monitor the recipient/ subrecipient/subgrantee and shall include the maintenance of a Management Information System.

No officer, employee or agent of the recipient/subrecipient/subgrantee shall solicit or accept gratuities, favors or anything of monetary value from any supplier or potential supplier of goods or services under the Act.

The recipient/subrecipient/subgrantee shall spend no funds directly or indirectly for programs pursuant to the Act for payment of a fee for the placement of any persons in a training or employment program under this Act.

3.6 PARTICIPANT DATA SYSTEM

3.6.1 Participant Information

The recipient/subrecipient/subgrantee shall maintain a participant data system that provides a record of participant information as described therein to include:

(a) a record of each applicant for whom an application has been completed and a formal determination of eligibility or ineligibility made;

(b) a record of each participant's enrollment sufficient to demonstrate compliance with the eligibility criteria of a particular program, activity and other restrictions imposed by the Act; and

(c) other information as necessary and/or as outlined in the scope of work to develop and measure the achievement of performance standards and monitor equal opportunity.

3.6.2 Recipient/Subrecipient/Subgrantee Responsibilities

Recipient/subrecipient/subgrantee responsibilities are specified in the Participant Data System (SC Works Online Services) Manual (found under Staff Resources of the system) for WIOA subrecipients/subgrantees. The procedures and forms in this manual are, hereby, incorporated into these terms and conditions. Recipient/subrecipient/subgrantee responsibilities include, but are not limited to:

(a) preparation and submission of all necessary forms and reports required by the Awarding Entity within the time specified by the Awarding Entity;

(b) eligibility determination and certification of applicant eligibility, as applicable;

(c) tracking and ensuring participants' maximum in program activities, program duration and other constraints imposed by the Act;

(d) submission of such other reports, data and information on the operation and performance of this Agreement as may be required by the Awarding Entity;

(e) maintaining a system that provides a complete and accurate record of participant's status, characteristics, exit and employment data which shall be used by the Awarding Entity to measure accomplishments or performance in achieving the objectives stated in this Agreement.

All reporting forms authorized and/or procedures developed by the Awarding Entity may be modified at the discretion of the Awarding Entity.

3.7 PARTICIPANT PAYMENTS, BENEFITS AND WORKING CONDITIONS

3.7.1 Payments to Participants

Needs-Related Payments (20 CFR 680.930) Needs-related payments provide financial assistance to participants for the purpose of enabling them to participate in training and are a supportive service authorized by WIOA sec. 134(d)(3). Unlike other supportive services, in order to qualify for needs-related payments a participant must be enrolled in training. For eligibility guidelines and payment determinations, reference 20 CFR 680, subpart G.

OJT Compensation - The recipient/subrecipient/subgrantee shall ensure that participants in On-the-Job Training are compensated by the employer at the same rates, including periodic increases not related to individual performance, as similarly situated employees or trainees. In no event shall compensation be less than the highest of the minimum wage prescribed under the Fair Labor Standards Act of 1938, as amended, or applicable state or local minimum wage laws.

3.7.2 Benefits and Working Conditions

Conditions of employment or training will be appropriate and reasonable with regard to the type of work; the geographical region; and proficiency of the participant.

Training and related services will be provided to the extent practical, consistent with every participant's fullest capabilities, and lead to unsubsidized employment opportunities which will enable participants to become economically self-sufficient.

Each participant in an On-the-Job Training and/or apprenticeship work-related training shall be assured of Workers' Compensation, including medical and accident, at the same level and to the same extent as others similarly employed who are covered by a Workers' Compensation statute or system.

Each participant who is employed in OJT and/or apprenticeship work-related training, where others similarly are employed and are not covered by an applicable Workers' Compensation statute, shall be provided with medical and accident insurance' benefits. Such benefits shall be adequate and comparable to the medical and accident insurance provided under the applicable State Workers' Compensation statute. Subrecipients/

subgrantees are not required to provide these participants with income maintenance coverage.

Each participant enrolled in other than On-the-Job-Training or work-related activities shall be provided with adequate on-site medical and accident insurance.

Each participant prior to entering employment or training shall be informed of the name of his or her employer and of his or her rights and benefits in connection with such employment and training.

No participant will be required or permitted to work; be trained, or receive service in buildings or surroundings; or under working conditions that are unsanitary, hazardous or dangerous to his or her health or safety. Participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices. Training will be conducted in a commercial building. Residential buildings are not considered suitable training sites. (Homes, apartments, and other domiciles currently occupied as a private residence for individuals/families are unallowable training sites.)

Unemployment Compensation costs are allowable for staff hired, in accordance with the administrative provisions of the Regulations, and for On-the-Job-Training participants to be covered for Unemployment Compensation purposes.

3.7.3 Supportive Services

Supportive services may be provided to participants through in-kind or cash assistance, or by arrangement with another human service agency, when necessary, to enable an individual to participate in activities authorized under WIOA.

3.7.4 Retirement Programs

The Act provides for temporary training and employment; therefore, the inclusion of WIOA participants in a retirement program is prohibited.

3.7.5 Child Labor

The recipient/subrecipient/subgrantee will comply with the Hazardous Occupations order issued pursuant to the Fair Labor Standards Act and set forth at **29 CFR Section 570.50 et seq.,** with respect to the employment of youth under eighteen years of age; with the Child Labor Law Standards of **29 CFR Section 570.117 et seq.,** with respect to the employment of youth aged fourteen and fifteen; and all applicable state and local child labor laws. The recipient/subrecipient/subgrantee is responsible for ensuring that its subrecipients/subgrantees, if any, maintain compliance with the laws enumerated in this Section.

3.8 REQUIREMENTS FOR RECORDS

All records required under this Agreement, the Act, Regulations and applicable Circular shall be the responsibility of recipient/subrecipient/ subgrantee. Retention of, and access to, such records shall be provided in accordance with **2 CFR 200.333.**

The recipient/subrecipient/subgrantee shall retain all records including financial, statistical, property, participant records and supporting documentation for **five (5) years** after the recipient/subrecipient/ subgrantee submits to the Awarding Entity its final expenditure report for that funding period. Records for nonexpendable property shall be retained for a period of **five (5) years** after final disposition of the property.

The recipient/subrecipient/subgrantee shall retain records beyond this period if any litigation or audit is begun or if a claim is instituted involving this Agreement covered by the records. In such instances, the recipient/ subrecipient/subgrantee shall retain records until the litigation, audit or claim has been finally resolved.

In the event of the termination of a relationship, the Awarding Entity shall be responsible for the maintenance and retention of the records of a recipient/subrecipient/subgrantee unable to retain them.

A recipient/subrecipient/subgrantee who goes out of business or is unable to retain records as described above will transfer all records above to the Awarding Entity in an orderly manner. Each box will be labeled and in acceptable condition for storage. The Awarding Entity will inventory the contents of each box prior to or upon acceptance.

3.8.1 Substitution of Microfilm

Copies made by microfilming, scanning, photocopying, or similar methods may be substituted for the original records.

3.8.2 Right of Access to Records

The Awarding Entity; SC Department of Employment and Workforce; the U. S. Department of Labor; the Office of the Inspector General; the Comptroller General of the United States; or any of their authorized representatives have the right of timely and reasonable access to all records of the recipient/subrecipient/subgrantee that are pertinent to this Agreement.

This right also includes timely and reasonable access to recipient/ subrecipient/subgrantee personnel at all levels for the purpose of interview and discussion related to such records.

The recipient/subrecipient/subgrantee understands that the right of access is not limited to the required retention period but shall last as long as the records are retained.

The recipient/subrecipient/subgrantee may not otherwise divulge registrant/participant information without permission of the registrant/ participant.

3.8.3 Fees

The recipient/subrecipient/subgrantee may charge a fee for processing a request for a record to the extent the cost is sufficient to recover the cost applicable to processing such request.

3.9 PROCUREMENT

Each recipient/subrecipient/subgrantee shall establish and implement procurement standards to ensure fiscal accountability and prevent waste, fraud and abuse in programs funded under the Act.

Each recipient/subrecipient/subgrantee shall have written procedures for procurement transactions. These procedures shall comply at a minimum with Federal and State requirements, and may reflect applicable local laws and regulations, provided that they do not conflict with WIOA policy.

Funds awarded under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from federal, state or local sources unless it is demonstrated that the WIOA-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

The recipient/subrecipient/subgrantee shall conduct procurement in a manner that provides full and open competition.

3.9.1 Methods of Procurement

The recipient/subrecipient/subgrantee shall use one of the following methods of procurement appropriate for each procurement action in accordance with its local procurement policy:

(a) **Small Purchase Procedures:** simple and informal procurement methods for securing services, supplies or other property. This procedure must at a minimum follow the SC Consolidated Procurement Code. The recipient/subrecipient/ subgrantee will follow the Appalachian Council of Governments procurement policy as outlined below or the SC Consolidated Procurement Code, whichever is more strict. Price or rate quotations must be documented from an adequate number of qualified sources.

To fill the needs for supplies and services, the following purchasing procedures are required to be followed by the recipient/subrecipient/subgrantee for all purchases under $15,000 (except for travel expenses, renewal of contracts, and recurring expenses, i.e. utility bills, telephone, office rent and other costs associated with approved contracts).

<$300: *An order shall be placed with a vendor most advantegous to the WIOA program. (Purchasing procedures outlined in this section may be eliminated if a term contract exists on a specific item and the contract was awarded according to regular purchasing procedures.*

Between $300 and $5,000: *The recipient/subrecipient/subgrantee shall obtain at least two informal quotations, if possible, and inform the WorkLink Workforce Development Board Grant point of contact of the results.*

Between $5,001 and $10,000: *The recipient/subrecipient/subgrantee will obtain three (3) or more written quotations, proposals, or bids as appropriate. The bids or quotes should be based on specifications supported under the WIOA program rules and regulations, and approved by the WorkLink WDB Grant point of contact.*

Between $10,001 and $15,000: *The recipient/subrecipient/subgrantee will obtain five (5) or more written quotations, proposals, or bids as appropriate based on specifications approved by the WorkLink WDB Grant point of contact.*

The recipient/subrecipient/subgrantee will award a contract, upon approval of the WorkLink WDB point of contact, to the vendor most advantageous to the WIOA program.

(b) **Sealed Bids (Formal Advertising):** publicly solicited procurement for which a firm fixed-price contract (lump sum or unit price) or other fixed-price arrangement is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the Invitation for Bids, is the lowest in price. Bids shall be solicited

from three or more responsible bidders. If bids to a solicitation are not received, the recipient/subrecipient/subgrantee may determine the fair market value from three or more Internet vendors and then proceed with the purchase.

(c) **Competitive Proposals:** normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type of contract is awarded. Each competitive proposal process must include a documented methodology for technical evaluations and awarded to responsible offeror whose proposal is most advantageous to the program with price, technical and other factors considered. This method is generally used when conditions are not appropriate for the use of sealed bids.

Under letter (b) and letter (c): All services and equipment by the recipient/subrecipient/subgrantee in an amount of $15,000 or more will be acquired according to the following procedures:

- *The recipient/subrecipient/subgrantee shall determine that the item or service is authorized by the budget, funds are available for purchase, and the WorkLink WDB point of contact approves the requested purchase or sub-award.*

- *The recipient/subrecipient/subgrantee shall prepare request for bids and specifications or request for proposals, list the potential vendors, and prepare proposed newspaper and other legal advertisement. The advertisements should include:*
  - *Brief scope of services;*
  - *Name and telephone of the person to contact for a copy of the RFP or bid specifications;*
  - *Deadline for submitting proposal or bids; and*
  - *Statement that the WIOA program does not discriminate.*

- *The recipient/subrecipient/subgrantee shall send out the RFP or bid to the list of vendors and advertise at a minimum in Anderson, Greenville, and Spartanburge Counties. A minimum of ten (10) calendar days must be allowed for submission of proposals or bids.*

- *The recipient/subrecipient/subgrantee shall a hold public bid opening at time and place announced, and tabulate bids. The results shall be submitted to a committee of non-biased peers selected from among management staff of partners (or their designee) and/or WDB members and/or other area subject experts. Under no circumstances should an individual be included in the committee to review and score bids that has a conflict of interest. This committee will select the best proposal.*

- *The recipient/subrecipient/subgrantee must make available all documentation to support the procurement upon request.*

(d) **Non-Competitive Proposals (Sole Source):** procurement through solicitation of a proposal from only one source, when that vendor has proprietary goods, or after solicitation of a number of sources, competition is determined inadequate.

Each recipient/subrecipient/subgrantee shall minimize the use of sole source procurement to the extent practicable, but in every case, the use of sole source procurement shall be justified and documented and in accordance with its procurement

policies. Procurement by non-competitive proposals may be used only when the award of a grant/ contract is infeasible under small purchase procedures, sealed bids, or competitive proposals. All methods should be exhausted before a non-competitive procurement can be determined.

The recipient/subrecipient/subgrantee shall perform cost or price analysis in connection with every procurement action, including grant/contract modifications. The methods and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, the recipient/subrecipient/subgrantee shall make independent estimates before receiving bids or proposals.

Procurement under the Act shall not permit excess program income for non-profit and governmental entities or excess profit for private-for-profit entities.

The "cost plus a percentage of cost" method of procurement is prohibited under this Agreement.

The recipient/subrecipient/subgrantee shall conduct and document oversight to ensure compliance with the procurement standards, in accordance with the requirements of the WIOA Regulations.

Each recipient/subrecipient/subgrantee shall maintain records sufficient to detail the significant history of a procurement. These records shall include:

(1) rationale for the method of procurement;

(2) the selection of contract type; and

(3) contractor selection or rejection and the basis for the grant/contract type.

All methods of procurement must include language to ensure that all recipients/ subrecipients/subgrantees are fully aware of the Jobs for Veterans requirements and of their obligation to design and deliver services accordingly. Such language may include:

> *This program is subject to the provisions of the "Jobs for Veterans Act," 38 U.S.C § 4215) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.*

The recipient/subrecipient/subgrantee shall comply with all applicable provisions of the Act; regulations; 2 CFR 200; and issuances and Instructions from the Awarding Entity in implementing its procurement system.

Recipients/subrecipients/subgrantees should not enter into agreements/contracts/ grants/awards/sub-awards or similar types of written contracts, or transfer current grant agreements for services to any organization, individual, or group without prior written permission from the WorkLink WDB.

3.9.2 Selection of Service Providers through Formal Grant Process

Each recipient/subrecipient/subgrantee, to the extent practicable, shall select service providers by using a competitive grant application process.

Awards are to be made to organizations possessing the ability to perform successfully under the terms and conditions of a proposed subgrant or contract.

Proper consideration shall be given to community-based organizations, including women's organizations, with knowledge about or experience in non-traditional training for women, which are recognized in the community in which they are to provide services.

Recipients/subrecipients/subgrantees are encouraged to utilize qualified minority firms where cost and performance of major grant work will not conflict with funding or time schedules.

Recipients/subrecipients/subgrantees should not enter into agreements/contracts/ grants/awards/sub-awards or similar types of written contracts, or transfer current grant agreements for services to any organization, individual, or group without prior written permission from the WorkLink WDB.

3.9.3 Conflict of Interest

No employee of the recipient/subrecipient/subgrantee; no member of the recipient/subrecipient/subgrantee governing board or body; and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his personal monetary interest.

The recipient/subrecipient/subgrantee agrees that none of its employees or officers has an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The recipient/subrecipient/subgrantee further agrees that in the performance of this Agreement no person having any such interest shall be employed. The recipient/subrecipient/subgrantee will establish safeguards to prevent its staff members or subcontractors from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others, particularly those with whom they have family, business or other ties. The recipient/subrecipient/ subgrantee will require all subcontractors to comply with this Section as a condition of award.

As an additional limitation to any imposed by applicable state or local law, no member of any council or board which has a function related to the performance of this Agreement shall cast a vote on any matter which has a direct bearing on services to be provided by that member (or any organization which that member directly represents) or vote on any matter which would financially benefit the member of the organization which the member represents.

No non-governmental individual, institution or organization shall be paid funds provided under this Act to conduct an evaluation of any program under the Act if such individual, institution or organization is associated with that program as a consultant or technical advisor, or in any similar capacity.

The recipient/subrecipient/subgrantee shall not enter into any agreement in violation of state or local law or ordinance during the course of its performance of this Agreement.

3.9.4 Nepotism

No relative by blood, adoption or marriage of any executive or employee of the recipient/subrecipient/subgrantee shall receive favorable treatment for enrollment into services provided by, or employment with, the recipient/subrecipient/subgrantee.

The recipient/subrecipient/subgrantee shall also avoid entering into any agreements for services with a relative by blood, adoption or marriage. For the purpose of this Agreement, "relative by blood, adoption or marriage" to the sixth degree shall include: wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild, grandparents, great-grandparents and cousins within the sixth degree. When it is in the public interest for the recipient/subrecipient/subgrantee to conduct business (only for the purpose of services to be provided) with a relative, the recipient/subrecipient/subgrantee shall obtain approval from the Awarding Entity before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

The recipient/subrecipient/subgrantee assures that all subcontractors under this Agreement will comply with the nepotism requirements and shall include these requirements in its contracts.

3.9.5 Conducting Business Involving Close Personal Friends and Associates

Executives and employees of the recipient/subrecipient/subgrantee will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates in administering the Agreement, and will exercise due diligence to avoid this influence.

3.9.6 Property Management Standards

Real property, equipment, supplies and intangible property acquired or produced by States and governmental recipient/subrecipient/subgrantee, with WIOA funds, shall be governed by the definitions and property requirements **(see Uniform Guidance at 2 CFR 200),** except that prior approval by the Department of Labor to acquire property is waived. Non-governmental recipients/subrecipients/subgrantees shall be governed by the definitions and property management standards of **2 CFR 200,** as codified by administrative regulations of the Department of Labor **(refer to 2 CFR 200),** except that prior approval by the Department of Labor to acquire property is waived.

The recipient/subrecipient/subgrantee shall follow and comply with procurement and property management procedures issued by the Awarding Entity and any future amendments, in addition to the minimum standards of its own procurement system, in the acquisition of equipment, property, supplies, maintenance, and repairs when using funds provided by the Workforce Innovation and Opportunity Act of 2014.

The recipient/subrecipient/subgrantee shall not purchase, lease, rent, trade, transfer or dispose of any non-expendable personal property without prior approval of the Awarding Entity.

A recipient/subrecipient/subgrantee shall not acquire equipment with an acquisition/unit cost of $5,000 or more per unit without the prior, written approval of the Awarding Entity. Approval of the recipient/subrecipient/ subgrantee budget does not constitute prior approval for purchases.

The recipient/subrecipient/subgrantee shall notify the Awarding Entity immediately of acquisitions with WIOA funds. Such notification shall include the location of the property and other related acquisition information required by the Awarding Entity for inventory purposes. Expendable personal property purchased shall be maintained in accordance with the U.S. Department of Labor's One Stop Comprehensive Financial Management Technical Assistance Guide, Chapter II-11.

Subject to these provisions, the recipient/subrecipient/subgrantee shall not enter a lease-purchase agreement without prior written approval from the Awarding Entity. In the event a lease or lease-purchase agreement is entered into, the first option-to-buy right rests with the Awarding Entity. The Awarding Entity will, at its discretion, exercise option to buy and take title to the item.

In the event that the recipient/subrecipient/subgrantee is indemnified, reimbursed or otherwise compensated by a third party for any loss, destruction of or damage to the property acquired with funds received under this Agreement, the recipient/subrecipient/subgrantee shall, as directed by the Awarding Entity, use such money to repair, renovate or replace the property; credit such proceeds against the state's liabilities to the recipient/subrecipient/subgrantee; or reimburse the Awarding Entity. In the event of damage or loss of a WIOA vehicle, the insurance payments shall be made to the Awarding Entity or entity holding title to the vehicle.

It is understood and agreed by the parties hereto that title to any non-expendable personal property furnished by the U. S. Department of Labor or the Awarding Entity to the recipient/subrecipient/subgrantee for use in connection with programs under this Agreement shall remain vested in the Awarding Entity. Title to property acquired or produced by a recipient/subrecipient/subgrantee that is a commercial organization shall vest in the Awarding Entity. It is further understood and agreed that title to non-expendable personal property purchased with funds received under this Agreement shall be vested in the Awarding Entity and records of non-expendable property purchased shall be maintained in accordance with the U.S. Department of Labor Property Management and the South Carolina WIOA Procurement Standards.

The recipient/subrecipient/subgrantee may spend funds received under this Agreement within the limits prescribed in the budget of this Agreement, subject to the other provisions of this Section, for the acquisition of or rental or leasing of supplies, equipment and materials for participants; for the rental or leasing of real property; and for equipment ordinarily provided by the employer to regular employees.

The recipient/subrecipient/subgrantee will maintain an up-to-date inventory of all WIOA property in its custody, and implement adequate maintenance procedures to keep the property in good condition.

3.10 CHANGES AND MODIFICATIONS

3.10.1 Amendments

Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal laws, or federal regulations, promulgated pursuant thereto or, by (1) State Instructions; (2) Department of Labor Field Memorandums; (3) Department of Labor WIOA Information Series; or (4) Awarding Entity Instructions are automatically incorporated into this Agreement without written amendment hereto, and shall go into effect on the date designated by the law, regulation or instruction.

If the recipient/subrecipient/subgrantee cannot conform to the changes required by federal laws, or federal regulations promulgated pursuant thereto, or by (1) State Instructions; (2) Department of Labor Field Memorandums; (3) Department of Labor WIOA Information Series; or (4) Awarding Entity Instructions, the recipient/subrecipient/subgrantee shall notify the Awarding Entity in writing no later than the effective date of such law or regulation that it cannot conform. The Awarding Entity shall then establish the standards for the termination of the recipient/subrecipient/ subgrantee programs and shall terminate the Agreement as soon as practical. The best interest of the participant shall be the primary consideration in establishing the standards for such termination.

It is understood and agreed by the parties hereto that this Agreement must at all times be in compliance with the Act and Regulations promulgated pursuant to the Act, and that changes, interpretations, and clarifications of the Act and Regulations to be made by the U.S. Department of Labor during the Agreement period will have the effect of qualifying the terms of this Agreement.

3.10.2 **Modifications**

Except as provided otherwise herein, any alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing and executed by both parties of this Agreement.

The recipient/subrecipient/subgrantee may transfer funds within cost categories provided:

(a) the transfer will not increase the monetary obligations of the Awarding Entity;

(b) the transfer will not increase the total amount allocated to any single cost category in the budget;

(c) the transfer will not decrease the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; or (3) the individuals to be served within significant client groups of the Agreement;

(d) the transfer will not significantly change the nature or scope of the program funded under this Agreement. Exception: Any and all changes in personnel, fringe benefits and indirect cost must have prior approval of the Awarding Entity.

The recipient/subrecipient/subgrantee may transfer funds between line items if the transfer does not change the line item value by more than 10%.

The recipient/subrecipient/subgrantee may increase the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; (3) the planned placement terminations in each program activity; or (4) the individuals to be served within significant client groups as specified in the Agreement, provided that the level of funds does not exceed the cost categories of the Agreement or latest modification.

The Awarding Entity may at any time, by written order, make changes within the general scope of this Agreement. If any such change causes an increase in the cost of, or time required for, performance of any part of the program under this Agreement, whether changed or not by such order, an equitable adjustment shall be made in the Agreement

amount or completion date, or both, and the Agreement shall be modified in writing accordingly.

In accordance with these provisions herein, the Awarding Entity will not guarantee a modification to provide additional funds to cover expenditures on the part of the recipient/subrecipient/subgrantee during or after the period of this Agreement.

3.11 SUBCONTRACTING AND MONITORING

3.11.1 Sub-tier Agreements

The recipient/subrecipient/subgrantee may purchase or subcontract for the services and/or activities specified in the Program Work Statement and Budget of this Agreement only with the prior written approval of such subcontracts and subcontractors by the Awarding Entity, and in accordance with procurement requirements in the Uniform Guidance (2 CFR 200) and Appalachian Council of Governments (ACOG) procurement policy. The recipient/subrecipient/subgrantee, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the Awarding Entity is in no way liable to the subcontractor. In order to assure the Awarding Entity of strict performance of this Section, the recipient/ subrecipient/subgrantee must submit to the Awarding Entity subcontract Agreements for review upon request.

In no event shall any provision of this Section specifically be construed as relieving the recipient/subrecipient/subgrantee of the responsibility for ensuring that the performance provided under all subcontracts conforms to the terms and provisions of this Agreement.

Awarding Entity review under this Section does not constitute adoption, ratification or acceptance of the recipient's/subrecipient's/subgrantee's performance under this Agreement. The Awarding Entity does not waive any right of action which may exist or which may subsequently accrue to the Awarding Entity under this Agreement.

The recipient/subrecipient/subgrantee will ensure that its subcontractors, if any, do not subcontract for any performance or partial performance of an activity or service provided or to be provided through this Agreement.

The recipient/subrecipient/subgrantee will not subcontract for any part of its performance under this Agreement where such proposed subcontract would result in a violation of the Agreement; the Regulations promulgated under the Act; the Act itself; or any other applicable federal, state or local laws.

Grants/Subcontracts must include language to ensure that all recipients/ subrecipients/subgrantees are fully aware of the Jobs for Veterans requirements and of their obligation to design and deliver services accordingly. Such language may include:

This program is subject to the provisions of the "Jobs for Veterans Act," (38 U.S.C. § 4215) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

3.11.2 Monitoring

The recipient/subrecipient/subgrantee, unless specifically relieved of this responsibility elsewhere in this Agreement, is required to monitor the program of its subcontractors, if

any, to ensure compliance with the Act and the Regulations and the provisions of the sub-agreement. All monitoring visits must be documented by written reports.

3.12 TERMINATION PROVISIONS

The performance of work under this Agreement may be terminated by the Awarding Entity, in whole or in part, for either of the following circumstances:

3.12.1 Termination for Convenience

The performance of work under the Agreement may be terminated, in whole or in part, by the Awarding Entity whenever it determines that such termination or suspension is in the best interest of the Awarding Entity. Termination of work hereunder shall be effected by delivery to the recipient/subrecipient/subgrantee of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than **ten (10) working days** after receipt of notice thereof.

Following receipt of the Notice of Termination, the recipient/subrecipient/ subgrantee shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items. In addition, the recipient/subrecipient/subgrantee shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such cancelled commitments, the recipient/subrecipient/subgrantee agrees to:

(a) settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and

(b) assign to the Awarding Entity, at the time and to the extent directed by the Awarding Entity, all of the rights, title, and interest of the recipient/subrecipient/subgrantee under the orders and subcontracts so terminated. The Awarding Entity shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

3.12.2 Termination for Cause

The Awarding Entity may terminate this Agreement when it has determined that the recipient/subrecipient/subgrantee has failed to provide any of the services specified or comply with any of the provisions contained in this Agreement. If the recipient/subrecipient/subgrantee fails to perform in whole or in part, or fails to make sufficient progress so as to endanger performance, the Awarding Entity will notify the recipient/subrecipient/subgrantee of such unsatisfactory performance in writing. The recipient/subrecipient/subgrantee has **ten (10) working days** in which to respond with a plan agreeable to the Awarding Entity for correction of the deficiencies. If the recipient/subrecipient/subgrantee does not respond within the appointed time, or does not respond with appropriate plans, the Awarding Entity may serve a termination notice on the recipient/subrecipient/subgrantee, which will become effective within **thirty (30) calendar days** after receipt. In the event of such termination, the Awarding Entity shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement.

The recipient/subrecipient/subgrantee shall have the right to appeal any such determination made by the Awarding Entity to the Local Workforce Development Board (LWEB) within **thirty (30) calendar days.**

- When the recipient/subrecipient/subgrantee has failed to submit his appeal within **thirty (30) calendar days** from the date of the termination notice and has failed to request extension of such time, he shall have no such right of appeal.

- In the case of state grants, the appeal will be made to the State Workforce Development Board. The same time parameters and conditions apply as those for the LWDB.

Upon termination of the Agreement, in any case where the Awarding Entity has made a determination of the amount due the recipient/ subrecipient/subgrantee, the Awarding Entity shall pay the recipient/ subrecipient/subgrantee according to the following:

(a) if there is no right of appeal hereunder or if no timely appeal has been made, the amount so determined by the Awarding Entity; or

(b) if an appeal has been made, the amount finally determined on such appeal.

In arriving at the amount due the recipient/subrecipient/subgrantee under this clause, there shall be deducted:

(a) all unliquidated advance or other payments on account made to the recipient/subrecipient/subgrantee applicable to the terminated portion of this Agreements;

(b) any claim which the Awarding Entity may have against the recipient/subrecipient/subgrantee in connection with this Agreement; and

(c) the negotiated price for, or the proceeds from the sale of any materials, supplies or other items acquired by the subrecipient/ subgrantee, or sold, pursuant to the provisions of this clause and/or otherwise covered by or credited to the Awarding Entity.

If the termination hereunder is partial, prior to the settlement of the terminated portion of this Agreement, the recipient/subrecipient/ subgrantee may file with the Awarding Entity a request in writing for an equitable adjustment to the price or prices specified in the Agreement relating to the continued portion.

Upon termination of this Agreement for any reason, the recipient/subrecipient/subgrantee shall return to the Awarding Entity, within **thirty (30) calendar days** after receipt of a written request, all property furnished to the recipient/subrecipient/subgrantee by the U.S. Department of Labor or the Awarding Entity and all records pertaining to this Agreement and its programs. The recipient/subrecipient/subgrantee shall return such property and records in the manner prescribed by the Awarding Entity. Between the date of termination of the Agreement and the date of return of the property and records, the recipient/subrecipient/ subgrantee shall protect such property and records from damage, loss or destruction.

Otherwise, the recipient/subrecipient/subgrantee shall preserve records relating to this Agreement as provided in Section 3.8, Requirements for Records.

In cases of fraud or illegal activities, the Awarding Entity has the right to initiate the process to seize the WIOA numbered bank account or any other account which contains WIOA funds up to the amount to be returned.

3.13 AUDITS

3.13.1 Audits and Inspections

At any time during normal business hours and as often as the U.S. Department of Labor, U.S. Comptroller General, State Auditor of South Carolina or Awarding Entity may deem necessary, the recipient/ subrecipient/subgrantee shall make available for examination all of its records with respect to all matters covered by this Agreement. These agencies have the authority to audit, examine, and make copies of excerpts or transcripts from records, including all grants, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement:

(a) the Awarding Entity shall have the authority to examine the books and records used by the recipient/subrecipient/subgrantee in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the Awarding Entity, the Awarding Entity reserves the right to withhold any or all of its funding to the recipient/subrecipient/ subgrantee until such time as they do meet these standards;

(b) the Awarding Entity shall have the authority to examine all forms and documents used including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks and other checks used by the recipient/ subrecipient/subgrantee until such time as they do meet these standards;

(c) the Awarding Entity may require the recipient/subrecipient/subgrantee to use any or all of its accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement;

(d) the Awarding Entity reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled or advanced in any way**,** tangible or intangible. Such sites may include the home office, and branch office or other locations of the recipient/subrecipient/subgrantee if such sites or the activities performed thereon have any relationship to the program covered by this Agreement;

(e) the Awarding Entity shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property and/or equipment authorized by this Agreement; and

(f) subject to the discretion of the Awarding Entity, certain authorized members of the Awarding Entity shall have the right to be present at any and all of the recipient's/subrecipient's/subgrantee's staff meetings, Board of Director's meetings, Advisory Committee meetings and Advisory Board meetings if an item to be discussed is an item of this Agreement.

When a fiscal or special audit determines that the recipient/subrecipient/ subgrantee has expended funds which are questioned under the criteria set forth herein, the recipient/subrecipient/ subgrantee shall be notified and given the opportunity to justify

questioned expenditures prior to the Awarding Entity's final determination of the disallowed costs, in accordance with the procedures established under WIOA.

The recipient/subrecipient/subgrantee is liable to repay such amounts from funds other than funds received under this Act, upon a determination that the improper expenditure of funds was due to willful disregard of the requirements of this Act, gross negligence or failure to observe accepted standards of administration.

3.13.2 Audit Reports

In accordance with 2 CFR 200, the recipient/subrecipient/ subgrantee must submit all finalized audit reports to the Awarding Entity within **thirty (30) calendar days** of receipt.

3.14 ASSURANCES

As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it will comply fully with the following nondiscrimination provisions, equal opportunity provisions, Public Laws and Executive Orders, including but not limited to:

A. WIOA Section 188 (29 CFR, Part 38), which provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief, and, for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in a WIOA Title I-financially assisted program or activity;

B. Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972, which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;

C. Title VII of the Civil Rights Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;

D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;

E. The Age Discrimination Act of 1975 (42 U.S.C. §6101), as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;

F. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;

G. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688), as amended, which prohibits discrimination on the basis of sex in educational programs;

H. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;

I. Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination in employment on the basis of genetic information;

J. Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;

K. Section 508 of the Rehabilitation Act (29 U.S.C. §794d), which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;

L. Jobs for Veterans Act (38 U.S.C. §4215), which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;

M. P.L. 113-114, Division E, Title VII, Section 743, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;

N. P.L. 113-114, Division H, Title V, Section 505, which establishes that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
   1. The percentage of the total costs of the program or project which will be financed with Federal money;
   2. The dollar amount of Federal funds for the project or program, and
   3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

   The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both must be complied with.

O. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;

P. Executive Order 13333, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that

the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. §7104(g));

Q. Buy American Notice Requirement, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);

R. Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997), which provides that recipients of Federal funds are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;

S. Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009), which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;

T. Special Requirements for Conferences and Conference Space. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;

U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;

V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;

W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and

X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3). The notice must

contain specific wording regarding the prohibited bases and the process for filing a complaint, as required by 29 CFR §38.30.

3.14.1 Affirmative Action (Executive Order 11246, as amended by Executive Order 11375, and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended)

Executive Order 11246 prohibits employment discrimination on the basis of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

Institutions or agencies with federal grants or contracts of **$50,000 or more and 50 or more employees** are required to develop a written Affirmative Action Plan to overcome the effects of past discrimination and to facilitate optimal utilization of qualified women and minorities throughout the workforce. An Affirmative Action Plan must contain a workforce utilization analysis to identify those areas in which women and minorities are under-utilized, a review of all employment policies and practices to identify and to eliminate any sources of discrimination, and a statement of numerical goals and timetables for the correction of any under-utilization identified. Although the grant or contract may involve only one unit within the institution or agency, the Affirmative Action Plan must cover all employees throughout the institution.

Section 504 of the **Rehabilitation Act of 1973,** as amended, prohibits discrimination based on disability. **Section 503** of the Rehabilitation Act of 1973 prohibits discrimination and requires employers with federal contracts or subcontracts that exceed **$10,000** to take affirmative action to hire, retain, and promote qualified individuals with disabilities.

The recipient/subrecipient/subgrantee will not discriminate against any employee or applicant for employment or training because of physical or mental disability in regard to any position for which the employee or applicant for employment is otherwise qualified. The recipient/ subrecipient/subgrantee shall establish an Affirmative Action Plan for outreach to, and training, placement and advancement of, individuals with disabilities in employment and training programs under the Act.

3.14.2 Veterans Employment

It is required that programs supported under section 168 of WIOA are coordinated, to the maximum extent feasible, with related programs and activities conducted under Title 38 of the United States Code**.**

3.14.3 Relocation

No funds provided under this title shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.
No funds provided under this title for an employment and training activity shall be used for customized or skill training, on-the-job training, or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.

3.14.4 Disputes and Court Action

The recipient/subrecipient/subgrantee, employees of the recipient/ subrecipient/ subgrantee or anyone acting on behalf of the recipient/subrecipient/subgrantee, and/or participants in any of the recipient's/subrecipient's/subgrantee's program, shall not intimidate, threaten, coerce, or discriminate against any individual or organization because the individual or organization has filed a complaint; intends to file a complaint or instituted a proceeding under the Act; testified or is about to testify; assisted or participated in any manner in an investigation, proceeding, or hearing under the Act.

3.14.5 Grievance and Hearing Procedures for Noncriminal Complaints at the Local Workforce Development Area (LWDA) (20 CFR 667.600)

Each LWDA under the Act shall establish and maintain a grievance procedure for grievances or complaints about its programs and activities from registrants, applicants, participants, subrecipients/subgrantees, and other interested parties affected by the LWDA including one-stop partners and service providers. Procedures must provide for informal resolution and a hearing. Hearings on any grievance or complaint shall be conducted and a decision shall be issued within **60 calendar days** of the filing of the grievance or complaint. Complaints arising from actions taken by the subrecipients/ subgrantees with respect to investigations or monitoring reports shall be resolved in accordance with 667.500.

The LWDA hearing procedure shall include written notice of the date, time and place of the hearing; an opportunity to present evidence; a written decision and a notice of appeal rights.

The LWDA and subrecipients/subgrantees shall assure that employers, including private-for-profit employers of participants under the Act, have a grievance procedure available to the participants engaged in OJT, apprenticeships, and internships relating to the terms and conditions of employment.

Employers may operate their own grievance system or may utilize the grievance system established by the state, the LWDA or recipient/subrecipient/subgrantee except in a case where the employer is required to use a certain grievance procedure under a covered collective bargaining agreement. Then those procedures should be followed for the handling of WIOA complaints under this section. Employers shall inform participants of the grievance procedures they are to follow when the participant begins employment.

An employee grievance system shall provide for, upon request by the complainant, a review of an employer's decision by the LWDA and the State if necessary.

3.14.6 Complaints of Discrimination

Complaints of discrimination shall be handled under **29 CFR Part 38.**

3.14.7 Complaints and Reports of Criminal Fraud, Waste and Abuse

Information and complaints involving criminal fraud, waste, abuse or other criminal activity shall be reported through the US Department of Labor's Incident Reporting System, directly and immediately to the US Department of Labor Office of Inspector General, Office of Investigations, 200 Constitution Avenue, NW, Room S-5514, Washington, DC 20210, or to the Regional Inspector General for Investigations, with a copy simultaneously provided to the US Department of Labor, Employment and Training Administration. The Hotline Number is **1-800-347-3756.**

3.14.8 Non-WIOA Remedies

Whenever any person, organization, or agency believes that a recipient/subrecipient/ subgrantee has engaged in conduct that violates the Act and that such conduct also violates a federal statute other than WIOA, or a state or local law; that person, organization, or agency may, with respect to the non-WIOA cause of action, institute a civil action or pursue other remedies authorized under such other federal, state or local law against the recipient/subrecipient/subgrantee, without first exhausting the remedies herein. Nothing in the Act or WIOA Regulations shall: (1) allow any person or organization to file a suit which alleges a violation of WIOA or Regulations promulgated thereunder without first exhausting the administrative remedies described herein; or (2) be construed to create a private right-of action with respect to alleged violations of WIOA or the Regulations promulgated thereunder.

3.14.9 Appeals Process

Any dispute between the Awarding Entity and the recipient/subrecipient/subgrantee concerning the terms or provisions of this Grant Agreement which constitutes a question of fact, and which is not disposed of by agreement, shall be decided by the Awarding Entity.

In connection with any appeal proceeding under this clause, the recipient/subrecipient/ subgrantee shall be afforded the opportunity to be heard and to offer evidence in support of its appeal.

Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:

1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of WorkLink WDB.
2. The Executive Director will issue a written decision within 30 days. The decision shall be final and conclusive, unless the recipient/subrecipient/ subgrantee furnishes the Awarding Entity with a written appeal as outlined below.
3. If dissatisfied with the decision as set forth by the Executive Director, a written appeal may be made to the WorkLink Workforce Development Board (WDB) within 14 days of receipt of decision.
4. The Chair will designate the Executive Committee or an Ad hoc Committee of at least five WorkLink WDB members to hear the appeal.
5. The WorkLink WDB will hear the appeal and render a decision within 60 days.
6. The recipient/subrecipient/subgrantee will be notified of the WorkLink WDB's decision within 20 days.

In connection with any appeal proceeding under this clause, the recipient/subrecipient/ subgrantee shall be afforded the opportunity to be heard and to offer evidence in support of its appeal.

Pending final determination of a dispute, the recipient/subrecipient/ subgrantee shall proceed diligently with the performance of the Agreement and in accordance with the Awarding Entity's decision, unless the Agreement is otherwise terminated by either parties. The decisions of the WorkLink WDB (appointed committee) with a written appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply

bad faith, or not supported by substantial evidence. The recipient/subrecipient/subgrantee shall notify the Awarding Entity in writing of any actions or suits filed and of any claims made against the Awarding Entity, the recipient/subrecipient/subgrantee or any of the parties involved in the implementation, administration and operation of the programs funded through this Agreement.

Appeal requests made to the WorkLink WDB must be submitted in writing as follows:

WorkLink WDB
Attn: Appeal
1376 Tiger Blvd, Ste 102
Clemson, SC 29631

3.15 OTHER STIPULATIONS

3.15.1 Other Stipulations Governing this Agreement

All powers not explicitly vested in the recipient/subrecipient/subgrantee by the terms of this Agreement remain with the Awarding Entity.

The Awarding Entity will not be obligated or liable hereunder to any party other than the recipient/subrecipient/subgrantee.

Funds received under WIOA may be expended only for purposes permitted under the provisions of the Act.

Funds made available through one Agreement or Title may not be used to support costs properly chargeable to another Agreement or Title.

3.15.2 Hold Harmless

The recipient/subrecipient/subgrantee shall hold and save the Awarding Entity, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages sustained by any person or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the recipient/subrecipient/subgrantee.

3.15.3 Non-Federal Employees

It is understood and agreed by the parties hereto that no staff member of the recipient/subrecipient/subgrantee or participant receiving funds under this Agreement shall be deemed a federal employee for any purpose or subject to provision of law relating to federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and federal employment benefits, except where specifically provided to the contrary in the Regulations promulgated under the Act.

3.15.4 Sectarian Activities (Section 188 (a)(3) and 29 CFR Part 2, subpart D)

The recipient/subrecipient/subgrantee agrees to comply with all provisions of **Section 188 of the Act** and shall require all sub-contractors to maintain compliance with this Section.

Funds received under WIOA may not be used to directly support religious instruction, worship, prayer, proselytizing, or other inherently religious practices. Except as

described below, the recipient/subrecipient/subgrantee must not employ WIOA participants to carry out the construction or maintenance of any part of any facility that is used, or is to be used for religious instruction or as a place of religious worship.

A recipient/subrecipient/subgrantee may employ WIOA participants to carry out the maintenance of a facility that is not primarily or inherently devoted to religious instruction or religious worship if the organization operating the program is part of a program or activity providing services to the participant.

29 CFR part 2, subpart D, governs the circumstances under which Department support, including under WIOA Title I financial assistance, may be used to employ or train participants in religious activities. Under that subpart, such assistance may be used for such employment or training only when the assistance is provided indirectly within the meaning of the Establishment Clause of the U.S. Constitution, and not when the assistance is provided directly. As explained in that subpart, assistance provided through an Individual Training Account is generally considered indirect, and other mechanisms may also be considered indirect. See also 20 CFR 683.255 and 683.285. 29 CFR part 2, subpart D, also contains requirements related to equal treatment of religious organizations in Department of Labor programs, and to protection of religious liberty for Department of Labor social service providers and beneficiaries.

WIOA Funds may not be used to support the dissemination of anti-religious activities, whether directly against any particular religion or religious practice in general.

3.15.5 Unionization and Political Activity

3.15.5.1 Union

(a) No funds under this Agreement shall be used in any way to either promote or oppose unionization.

(b) No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement which contains a Union Security Provision.

(c) No participant in work experience may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.

(d) No person shall be referred to or placed in an on-the-job training position affected by a labor dispute involving a work stoppage and no payments may be made to employers for the training and employment of participants in on-the-job training during the period of work stoppage.

3.15.5.2 Political Activity

(a) The recipient/subrecipient/subgrantee may not select, reject or promote a participant or employee based on that individual's political affiliation or beliefs. The selection or advancement of employees as a reward for political services or patronage is partisan in nature; is discrimination based on political belief or affiliation; and is prohibited. There shall be no referrals for WIOA jobs, nor selection of participants or service providers, based on political affiliation.

(b) No program-under the Act may involve political activities, including but not limited to:

(1) participant or employee participation in partisan or non-partisan political activities in which such participant or employee represents himself/herself as a spokesperson for the WIOA program;

(2) participant or employee participation in partisan or non-partisan political activities during hours for which the participant or employee is paid with WIOA funds;

(3) employing or out-stationing participants in the office of a member of Congress or state or local legislator or any staff of a legislative committee; or

(4) employing or out-stationing participants in the immediate offices of any chief elected executive official, chief executive officers, or officers of a state or unit of general local government.

(c) Neither the program nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way or to any extent, engaged in the conduct of political activities in contravention of **Chapter 15 of Title 5, United States Code,** known as the **"Hatch Act".**

(d) No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress or to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislatures.

3.15.6 **Maintenance of Effort**

The recipient/subrecipient/subgrantee shall comply with **Section 181 of the Act and Section 195 of the Act** and shall ensure that all programs under the Act:

(a) result in an increase in employment and training opportunities over those which would otherwise be available;

(b) do not result in the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-over-time work, wages or unemployment benefits;

(c) do not impair existing contracts for services or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed, including services normally provided by temporary, part-time or seasonal workers or through contracting such services out; or

(d) result in the creation of jobs that are in addition to those that would be funded in the absence of assistance under the Act.

3.15.7 **Lobbying** (2 CFR §200.450)

No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3.15.8 **Debarment, Suspension, and Other Responsibility Matters**

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

3.15.9 **Drug-Free Workplace** (Public Law 100-690)

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

SC WORKS | BRINGING EMPLOYERS AND JOB SEEKERS TOGETHER

WORKLINK

ANDERSON•OCONEE•PICKENS

ISSUANCE DATE: **February 28, 2018**

REQUEST FOR QUOTE: **17-WIOA-01**

SUBMITTAL DEADLINE: **April 11, 2018, 2:00 p.m.**

TITLE: **Workforce Innovation and Opportunity Act - Youth**

REQUEST: The WorkLink Workforce Development Board serving Anderson, Oconee, and Pickens Counties will issue one Request for Proposal (RFP) by February 28, 2018. The purpose of the Request for Proposal is to competitively procure for our Local Workforce Development Area innovative Out-of-School (age 17-24) Youth Employment and Training Services with the option to serve a limited/specific group of In-School Youth (age 18-21). The youth program will focus on youth that are most in-need, and operate youth services under the provision and in accordance with Workforce Innovation and Opportunity Act (WIOA).

You are invited to submit a Proposal in accordance with the requirements of the solicitation contained herein.

It is requested that your Proposal be submitted to the WorkLink Workforce Development Board Office by 2:00 p.m., April 11, 2018.

The Proposals must be signed by an official authorized to bind the bidder and they must contain a statement that the request is firm for a period of at least 90 days from the date of submission.

This solicitation does not commit the SC Appalachian Council of Governments and/or WorkLink Workforce Development Board to award a Contract, to pay any costs incurred in the preparation of a Proposal or to procure or contract for the articles of goods and services. The SC Appalachian Council of Governments and/or the WorkLink Workforce Development Board reserves the right to accept or reject any or all Quotes received as a result of this Request for Proposal, to negotiate with all qualified bidders, or to cancel in part 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 Development Board

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BACKGROUND AND GENERAL INFORMATION

Introduction/Purpose

The WorkLink Workforce Development Board (hereafter "WorkLink WDB"), serving Anderson, Oconee, and Pickens Counties will issue one Request for Proposal (RFP). The Request for Proposal is to competitively procure for our Local Workforce Development Area innovative Out-of-School (age 17-24) Youth Employment and Training Services with the option to serve a limited/specific group of In-School Youth (age 18-21). The youth program will focus on youth that are most in need and operate youth services under the provision and in accordance with Workforce Innovation and Opportunity Act (WIOA) regulations and the State of South Carolina (hereafter "the State") mandates on behalf of the Local Workforce Development Area (hereafter "LWDA"). The South Carolina Appalachian Council of Governments (ACOG), through South Carolina Department of Employment and Workforce (SCDEW), is the designated entity that will be administering the Workforce Innovation and Opportunity Act (WIOA) funds on behalf of the WorkLink WDB through a contractual/grant agreement with the selected proposer or offeror. The WorkLink WDB intends to be as inclusive as possible in this solicitation. The aim is to receive a wide variety of innovative proposals that best meet the needs of the community at large.

President Barack Obama signed the **Workforce Innovation and Opportunity Act (WIOA)** into law on July 22, 2014. The Workforce Innovation and Opportunity Act is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. The enactment of WIOA provides opportunity for reforms to ensure the American Job Center system is job-driven, responding to the needs of employers and preparing workers for jobs that are available now and in the future. WIOA supersedes the Workforce Development Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. 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) has a website for the latest on WIOA regulations: www.doleta.gov/WIOA.**
https://wdr.doleta.gov/directives/All_WIOA_Related_Advisories.cfm

In the WorkLink Area (Anderson, Oconee and Pickens Counties, SC), the WorkLink WDB and the Appalachian Council of Governments envision a system that meets the needs of residents and businesses alike. The vision of the WorkLink WDB is to have a fully-employed, skilled workforce in Anderson, Oconee, and Pickens counties, South Carolina. The vision of the WorkLink Youth Committee is to have youth, educated and prepared for self-sufficiency in work and life. The mission of the WorkLink Youth

Committee is to facilitate collaboration and the delivery of services for youth, leading to educational, workplace, and personal success.

Any public, private non-profit, or private for-profit organization may submit applications in response to this solicitation.

The timeframe for this request for proposals is July 1, 2018 to June 30, 2019 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 Development 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 four (4) total years. Similarly, the number of participants served and/or associated costs may be increased or decreased accordingly at any time during a grant period if agreeable with the grantee or necessitated by changes in fund allocation or fund availability. Past year's performance measures (must meet or exceed) will be a critical consideration 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 Development Board may request modification of program design or the delivery of services due to WIOA Rules and Regulations, changes in Terms and Conditions, Training and Employment Guidance Letters (TEGL), Code of Federal Regulations (CFR), Polices, Procedures, etc. Should a request for a change occur, bidding organizations or service providers must allow for any changes to be made to the program design, delivery services, or any other area identified by legislation, DOL or State guidance, and/or Local Workforce Development Board (LWDB)/Youth Committee direction. Staff of Administrative Entity will assist bidding organizations or service providers in the redesign to ensure consistency and compliance with WIOA regulations and requirements, DOL, State, LWDB, and Youth Committee /Committee policy.

The Appalachian Council of Governments will administer grants awarded by the WorkLink Workforce Development Board through this Request for Proposal. The Appalachian Council of Governments will require 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 Development Board and/or the Appalachian Council of Governments based on final allocation figures.

Approximate amount of funding available under this RFP is **$600,000.00. (The proposer may choose to utilize up to 20% of available funds for the option to serve a limited, specific group of 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. 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 criteria are termed "Basic" because additional criteria may be required when seeking particular activities or services in other elements of the one-stop delivery system. An individual eligibility determination shall be determined by South Carolina Works Online Services (**SCWOS**) and meet the following definition.

Out-of-School Youth:

1. Not attending any school (as defined by State law)
2. An individual 16-24 years of age (the WorkLink Youth Committee's focus will be age 17-24 at time of enrollment)
3. Reside in Anderson, Oconee, or Pickens Counties, **and**
4. Is an individual who has one or more of the following barriers:
    a. A school dropout
    b. A youth who is within the age within the compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
    c. A recipient or secondary school diploma who is a low-income individual and is-
        i. Basic skills deficient; or
        ii. An English language learner
    d. An offender, (an individual who is subject to the juvenile or adult justice system)
    e. A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child

eligible for assistance under the Social Security Act, or an out-of-home placement.

f. An individual who is pregnant or parenting
g. A youth who is an individual with a disability
h. A low income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.
i. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant (youth 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)

<u>In-School Youth</u>:

1. Attending any school (as defined by State law) including secondary and post-secondary school
2. An individual 14-21 years of age (the WorkLink Youth Committee's focus will be age 18-21 at time of enrollment)
3. A low-income individual
4. Reside in Anderson, Oconee, or Pickens Counties, **and**
5. Is an individual who has one or more of the following barriers:
    a. Basic skills deficient
    b. An English language learner
    c. An offender
    d. A homeless individual, a homeless child or youth, a runaway, an individual in foster care or has aged out of the foster care system, a child eligible for assistance under the Social Security Act, or an out-of-home placement.
    e. An individual who is pregnant or parenting
    f. A youth who is an individual with a disability or
    g. An individual who requires additional assistance to complete an educational program or to secure or hold employment.
    h. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant (youth 17-24) in need of work-readiness skills to

include soft skills, life skills, occupational skills, and lack of work experience?

6. Authorized to work in the United States (I-9)
7. Registered for selective service (applies to males 18 and older)

Note that the term "low-income" used with respect to an individual also includes youth living in a high-poverty area.

Required Program Elements for Youth Participants

Youth funds allocated to a local area shall be used to carry out eligible youth programs that provide:

- **Eligibility**-Under WIOA all youth participants must meet eligibility criteria. The youth participant must be certified and determined eligible for any WIOA funded program 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 options.

- **Individual Service Strategy (ISS)** - Develop an individualized service strategies (ISS) with each youth participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information and that are directly linked to one (1) or more of the WIOA performance outcomes (see 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. Also, included in eligible youth programs:

    a. Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;

b. Preparation for postsecondary educational and training opportunities;
c. Strong linkages between academic instruction, academic content, and occupational education that lead to the attainment of recognized postsecondary 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 development 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 681.570). 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 Letters (TEGL). The U.S. Department of Labor (DOL) has a website for the latest on WIOA Regulations: www.doleta.gov/WIOA
https://www.scworks.org/media/WIOA/WIOA_DOL_Final_Rule_in_Federal_Register.pdf

https://wdr.doleta.gov/directives/All_WIOA_Related_Advisories.cfm

Act - The Workforce Innovation and Opportunity Act (WIOA) of 2014 amends the Workforce Investment Act of 1998.

Administrative Entity - The entity (South Carolina Appalachian Council of Governments) designated by the three-county committee Chairs to administer the Workforce Innovation and Opportunity Act plan for the counties of Anderson, Oconee, and Pickens in South Carolina.

Agreement - A grant agreement, which includes the WIOA Terms and Conditions Part III (revised 11/22/2016) and WorkLink Local Addendum to Terms and Conditions Part III, between the Awarding Entity and the Grantees/Recipients or between the Grantees/Recipients and Sub-Grantees/Sub-recipients.

Basic Skills Deficient - Is defined as an individual that has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or is unable to compute or solve problems, or read, write or speak English at a level necessary to function on the job, in the individual's family, or in society.

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 development activities and supportive services, using, where feasible, computer-based technologies; and to provide job, education, and career counseling, as appropriate during program participation and after job placement

Construction – The erection, installation, assembly or painting of a new structure or major addition, expansion or extension of an existing structure, and the related site preparation, excavation, filling and landscaping, or other land improvements.

Direct Grantee - The entity, usually a state or protectorate that receives WIOA funds directly from the federal government.

GAAP - Accounting rules and procedures established by authoritative bodies of convention that have evolved through custom and common usage (uniform minimum standards and guidelines). The acronym stands for Generally Accepted Accounting Principles.

In-School - An eligible youth who is attending school (as defined by State law), a low income individual and meet one or more youth barriers defined under WIOA Act Section 129(a) (1) (C).

Local Workforce Development Areas (LWDA) - The county or counties designated by the Governor to administer the Workforce Innovation and Opportunity Act in a designated area.

Out-of-School - An eligible youth who is a school dropout, or within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, a recipient of a secondary school diploma or its recognized equivalent, a low-income individual, basic skills deficient or an English language learner, and meet one or more youth barriers defined under WIOA Act Section 129(a) (1) (B).

Participant – Is a reportable individual who has satisfied all applicable program requirements for the provision of services, including eligibility determination, an objective assessment, and an individual service strategy, and received 1 of 14 Youth program elements identified under WIOA Act Sec.129(c) (2).

Recipient - A local area that receives grant funding from the direct grantee.

SCWOS - South Carolina Works Online Services - The Management Information System which captures participant demographic, economic and personal characteristics, services received and outcomes and the eligibility requirements for the various funding sources.

Service Provider - A public agency, a private non-profit organization, or a private-for-profit entity that delivers education, training, employment or supportive services to WIOA participants.

Sub-recipient or Sub-grantee - The legal entity to which a sub-grant is awarded and which is accountable to the recipient or direct grantee for the use of the funds provided.

TEGL- Training and Employment Guidance Letter; issued by U S Department of Labor (USDOL). 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 Committee - A subgroup within each Local Workforce Development Board (WDB); appointed by the Local WDB, in cooperation with the chief elected official(s) for the local area. The Youth Committee will have membership as designated in WIOA and will recommend youth service providers who are selected through a competitive process, provide information, assist with planning, operational, conduct oversight of eligible providers of youth activities, and other duties determined to be appropriate by the local WDB.

Key Events and Dates

Proposed timeline:

1.	Contract/Grant Application Issued/Released	February 28, 2018
2.	Bidder's Conference	March 23, 2018
3.	Deadline for Receipt of Formal applications by WorkLink Workforce Development Board	April 11, 2018
4.	Formal Review Process of Application Begins	April 13, 2018
5.	Written Notification to Successful Bidders	May 03, 2018
6.	Contract/Grant Negotiation Begins	May 08, 2018
7.	Contract/Grant Issued	June 14, 2018
8.	Program Year 2018 Contract Begins	July 01, 2018

SCOPE OF SERVICES

The proposer or offeror agrees to enroll and serve eligible out-of-school youth age 17-24, as emphasized by the LWDA, with the option to serve a limited/specific group of in-school youth age 18-21, classified as seniors in high school with a WIOA defined youth barrier(s), and most in need. Eligible youth participants must reside in Anderson, Oconee, and Pickens counties funded under the Workforce Innovation and Opportunity Act (WIOA) Title I youth program. Proposer or offeror must be capable and able to offer: Services strategies that include labor market information, career interest, 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, 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 including youth with disabilities according to the WIOA Act of 2014 Final Rules and Regulations in all three counties. Proposers or offeror will be accountable to the WorkLink Workforce Development Board and Youth Committee.

It will be the responsibility of the proposer or offeror to have a working knowledge of the WIOA Act of 2014 Final Rules and Regulations and Training and Employment Guidance Letter (TEGL). **The U.S. Department of Labor (DOL) has a website for the latest on WIOA regulations: www.doleta.gov/WIOA**

https://www.scworks.org/media/WIOA/WIOA_DOL_Final_Rule_in_Federal_Register.pdf

https://wdr.doleta.gov/directives/All_WIOA_Related_Advisories.cfm

Program Design Requirements

Successful proposer or offeror who become a 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 Request for Proposal. Proposer or offeror must develop/outline a detailed recruitment plan including outreach activities to recruit eligible youth in accordance with the youth eligibility requirements.

2. **Participant Referral.** Refer screened applicants to appropriate SC Works Center staff for program eligibility certification and comprehensive assessment. Proposal must demonstrate/outline in detail how the youth service provider will coordinate with other community agencies that are equipped to handle those referrals for ineligible youth that do not meet the WIOA youth eligibility requirements. **See p.6 Applicants Not Meeting Enrollment Requirement/Referral**

3. **Participant Orientation.** Provide all youth with a WIOA program orientation regarding the full array of applicable or appropriate services that are available through WIOA Title I youth programs and all services that are available through the SC Works 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.

8. **Participant Goal Attainment.** Enter goal attainment of the ISS and other applicable participant related information into the SCWOS System in a timely manner. Maintain in file all pre-testing, progress testing, and post-testing documentation, grade reports, test scores, time and attendance records signed by participant and instructor or activity supervisor, documents showing skills acquired, certificates of completion issued, State certified licenses, credentials, diplomas, etc.

9. **Contractor/Grantee Staff Orientation.** Provide WIOA program orientation to all staff members funded in full or in part with WIOA funds. In addition to receiving program orientation, each funded staff member must be given a copy of the "Statement of Work" section of any contractual agreement resulting from this Request For Proposal. Documentation of staff orientation and proof of receipt of a copy of the Statement of Work must be maintained in the contractor's central file system.

10. **On-going Assessment.** Program operator will be required to provide on-going assessment of participant's capabilities and potential for obtaining educational, employment and training goals, career pathway goals, and the need for supportive services.

11. **Job Placement.** Program operator will be required to coordinate the development and maintenance of an effective job placement system and coordinate with the appropriate local SC Works Center to support the anticipated placement needs of WIOA participants, 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 Request For Proposal. 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 17 Youth Performance Measures	Minimum Levels
Placement in Employment, Education, and Training rate 2nd Quarter after Exit.	75.1 %
Placement in Employment, Education, and Training rate 4th Quarter after Exit.	67.6%
Median Earnings	Data Unavailable
Credential Attainment with 4 Quarters after Exit	68.1%
In Program Skills Gain	Data Unavailable

These youth performance measures and levels are subject to change.

Successful contractor/grantee will be notified of updated youth performance measures for PY '18 as they become available.

Disclaimer: Successful contractor/grantee will review and prepare for Performance Accountability, Retention, and Performance Measures captured during second and fourth quarter after exit.
Training and Employment Guidance Letter WIOA NO. 10-16, Change 1.

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 Development 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 WDB, and in accordance with procurement requirements in the U.S. Department of Labor's One Stop Comprehensive Financial Management Technical Assistance Guide, Chapter II-10 and the South Carolina Consolidated Procurement Code, as amended. The proposer or offeror, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the WDB is in no way liable to the subcontractor. In order to assure the WDB of strict performance of this Section, the proposer or offeror must submit to the WDB subcontract agreements for review upon request.

Reporting

The successful proposer or offeror who become program operator will be required to submit a Monthly Request for Payment Invoice to the WorkLink Workforce Development Area 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 Development Board 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 WDB 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 Letter(s).

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 WDB staff.

The successful proposer or offeror who becomes a program operator will also be required to submit all other necessary forms, documents, and/or reports that may be required from time to time. Additionally, these forms, documents and/or reports may be altered as necessary in the future to meet requirements of the WIOA Management Information System.

Audits

In accordance with 2 CFR 200, 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

The successful proposer or offeror who becomes a program operator will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with the WIOA Final Rules and Regulations, and any contractual/grant agreement resulting from this Request for Proposal.

Documents Required of Selected Bidders

Successful proposer or offeror will be required to provide the following information prior to the effective date of the grant:

1. Current fiscal statement and copy of last audit
2. Bonding agreement
3. Evidence of signatory authority (Form Attached)

4. Financial reporting signatory authority (Form Attached)
5. Copy of indirect cost plan and approval letter by cognizant agency
6. Suspension and debarment certification (Form Attached)
7. Staff cost allocation plan/rate for Adult Program/Youth Program (Form Attached)
8. Certification of drug free work place (Form Attached)
9. Certification of lobbying activities (Form Attached)
10. Federal ID Number
11. List of current board members of governing body
12. Organizational chart
13. Grievance procedures
14. Staff/personnel travel policies
15. Charter and by-laws of organization
16. Banking agreements
17. Copy of General Liability Policy
18. Job Descriptions of Personnel Funded by WIOA (fully or partially)

South Carolina Law Clause

Upon award of a grant under provisions of this Request for Proposal, the entity to whom the award is made, must comply with the laws of South Carolina, which require such entity to be authorized and/or licensed to do business in the State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed to do business in the State; by submission of its signed 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, licenses or fees levied by the State.

Indirect Costs

All proposers or offerors who include indirect costs as a part of their application budget must have an indirect cost plan approved by their cognizant agency. Proposers or offerors must include a listing of all items included in the indirect cost pool.

Participant Time and Attendance

The successful proposer or offeror who becomes a program operator will be required to document participant's time and attendance throughout the period the participant is receiving training or services. Participants must abide by the attendance policy of the training provider. Time sheets must be signed by the participant and verified by the case manager, classroom instructor, training, or worksite supervisor, and maintained in the participant's official WIOA file.

Participant Files

The successful proposer or offeror who becomes a program operator will be required to maintain WIOA participant files as specified in any contractual/grant agreement resulting from this Request for Proposal.

Payments Made on Behalf of Participants

Participants may be eligible to receive supportive service payments and/or incentive payments. Work Experience payments must be paid in the form of an hourly stipend to a participant that meets the Fair Labor Standard Act (FLSA) trainee criteria, and participates in an established work experience with a trainee status.

The proposer or offeror contractor/grantee will be required to make sure that there are checks and balances between the maintenance of timesheets or other source documents, and the cutting and distribution of checks on behalf of the participants. Failure to document fully the basis for issuing any of the aforementioned payments made on behalf of participants may result in disallowed costs. The contractor/grantee must reimburse disallowed costs to the Local Workforce Development Area from Non-WIOA fund sources.

Insurance for Participants

1. Classroom Training -The South Carolina Department of Workforce (SCDEW) will provide 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 scheduled, supervised, or sponsored activities verifiable training conducted in a typical work experience or limited internship, if applicable (generally, training conducted on an employer's work site).

3. The proposer or offeror who becomes a contractor/grantee will be required to provide general liability insurance certificate coverage and verification obtained annually as part of compliance documents.

Refund Policy

Proposers or offerors who become contractor/grantees will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition-based training concludes early.

Type of Contract/Grant

Based on the type of proposing entity, contracts/grants may be offered to successful proposers or offerors as follows:

Funded public, private non-profit, and private for-profit entities will be offered Cost Reimbursement Contracts/Grants. Proposed profit margins may not exceed eight percent (8%) of the total requested grant amount. Criteria for profit may apply.

In accordance with 2 CFR 200 - Procurement Guidance, Department of Labor (DOL), and South Carolina Department of Employment and Workforce (SCDEW).
WorkLink WDB has the option to extend a contract with a Service Provider pending the following caveats are met:

- The grant should not exceed four (4) total years.
- The grantee must meet or exceed performance.
- The administrative entity and the grantee must negotiate each budget year.
- The administrative entity will issue performance measures each year after negotiation with the State.

These conditions may change pending further guidance from the SCDEW or USDOL.

Criteria for Profit

Criteria for profit may be established by the LWDA. Each established criteria must be able to be verified and validated by the LWDA. Criteria for profit may be used to evaluate the proposers or offerors request for payment of profit. Payment of profit to the selected proposer or offeror may be payable on a monthly, quarterly, mid-year, or end of year (close out) basis. Criteria for profit may be negotiated with selected proposer or offeror.

Affirmative Action (Executive Order 11246, as amended by Executive Order 11375, and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended)

Executive Order 11246 prohibits employment discrimination on the basis of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

Institutions or agencies with federal grants or contracts of $50,000 or more and 50 or more employees are required to develop a written Affirmative Action Plan to overcome the effects of past discrimination and to facilitate optimal utilization of qualified women and minorities throughout the workforce. An Affirmative Action Plan must contain a workforce utilization analysis to identify those areas in which women and minorities are under-utilized, a review of all employment policies and practices to identify and to eliminate any sources of discrimination, and a statement of numerical goals and timetables for the correction of any under-utilization identified. Although the grant or contract may involve only one unit within the institution or agency, the Affirmative Action Plan must cover all employees throughout the institution.

Section 504 of the Rehabilitation Act of 1973**,** as amended, prohibits discrimination based on disability. Section 503 of the Rehabilitation Act of 1973 prohibits discrimination and requires employers with federal contracts or subcontracts that exceed $10,000 to take affirmative action to hire, retain, and promote qualified individuals with disabilities.

The recipient/subrecipient/subgrantee will not discriminate against any employee or applicant for employment or training because of physical or mental disability in regard to any position for which the employee or applicant for employment is otherwise qualified.

The recipient/subrecipient/subgrantee shall establish an Affirmative Action Plan for outreach to, and training, placement and advancement of, individuals with disabilities in employment and training programs under the Act.

Regulations and Requirements

The recipient/sub-recipient/sub-grantee must comply with the following federal regulations and requirements:

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
3. 2 CFR 200 Uniform Administrative requirements, cost principles, and audit requirements for federal awards including 2 CFR Appendix II to part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards.
4. 48 CFR Part 31 (applies to commercial organizations);
5. 29 CFR Part 95 refer to 2 CFR 200;
6. 29 CFR Part 97 refer to 2 CFR 200;
7. Section 504 of the Rehabilitation Act of 1973, as amended;
8. Section 508 of the Rehabilitation Act of 1973, as amended;
9. Age Discrimination Act of 1975, as amended;
10. Title IX of the Education Amendments of 1972, as amended;
11. "Jobs for Veterans Act," (38 U.S.C. §4215) and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule);
12. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 38) and Section 188 of the Workforce Development 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 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Development Act of 1998 (WIOA);
18. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
19. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;

20. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
21. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

PROPOSAL GUIDELINES
General Submission and Format Instructions

Delivery of Applications

Applications will be received by the WorkLink Workforce Development Board until 2:00 p.m. on Wednesday, April 11, 2018. 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 Development 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 (17-WIOA-01), the RFP date (April 11, 2018), 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 #17-WIOA-01, April 11, 2018
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's or offeror's capability and intention to satisfy the requirements of this Request for Proposal. Therefore, the proposer's application must follow the RFP format as closely as practicable. Failure to provide all the information requested by the Request for Proposal 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 23, 2018 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 3:00 p.m. on Friday, March 16, 2018. 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 Development Board
1376 Tiger Blvd., Suite 102
Clemson, SC 29631
Telephone (864) 646-1458
Relay Service dial 711 (TTY)
Fax: (864) 646-2814
E-mail: tacker@worklinkweb.com

No questions or requests for additional information will be accepted after the 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 Development 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 http://www.worklinkweb.com/welcome/request-for-proposals/ 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 Development Board's Executive Committee or Youth Committee 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 Development 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 Development Area's best interest.

Appeal/Protest Policy

Proposers or offerors dissatisfied with the decisions regarding grant awards and/or other aspects of the procurement process may appeal to the WorkLink Workforce Development Board Executive Committee. A written appeal must be received within 15 days of the date of the letter notifying the proposers or offerors of the decision.

No Request Proposal Reply

Any person or entity who receives release of notification of WorkLink RFP 17-WIOA-01, but elects not to submit an application, should send a "Letter of Non-Reply" to the WorkLink Workforce Development Board by the cited deadline for receipt of application 2:00 p.m. on Wednesday, April 11, 2018. 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 WDB and will not be returned. The WDB reserves the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

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 Development Board staff by 5:00 PM, Wednesday, April 11, 2018 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, April 13, 2018 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 Development Board staff by 5:00 PM, Friday, April 13, 2018 in the WorkLink Office.

Request for Proposal Response Package

For the proposers or offerors convenience, the Request for Proposal and its attachments are located on the website http://www.worklinkweb.com/welcome/request-for-proposals/. 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 Request For Proposal. **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 one (1) year of hire or assignment to a WIOA-funded contract. Youth program staff shall be assigned and requested to dedicate 100% of their time and focus to delivery of youth program services. Job descriptions and resumes are requested for each position, and only staff listed in the budget may be paid utilizing WIOA funds from this grant. **Staff funded with WIOA funds may only perform WIOA duties.**

For each existing staff person include in addition to education and experience information, all workshops, conferences, seminars, professional organizations, and/or other activities that staff has participated in during the past two years to stay abreast of current information, procedures, practices, regulations, technological, or programmatic operations.

For vacant staff positions, the proposer or offeror should attach a statement which addresses their commitment to hire qualified staff and 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? Is the facility ADA Compliant? Describe how you will ensure that all communities within the tri-county area will have access to WIOA services, include successful past experiences.

G) **Partnerships**-Describe any partnerships that will be used in the project. Who is involved? What are the roles and responsibilities of each partner? Include

letters of support from the partners and any Memorandum of Agreements already in place. Describe how you will coordinate services and collaborate with the WIOA required partners and other added partners as appropriate.

H) **Description of the Proposer or Offeror**-What is the legal organizational name, the legal status, and the main purpose of the organization? How is the organization currently funded? Include the names and titles of the organizational management. Include an organizational chart showing lines of authority for the agency. If possible, include a financial statement and the last audit report. Also include the following:

- Size of organization
- Number of years in operation
- How this program will fit into your overall agency organization
- Qualifications of key staff (including resume)
- Internal structure including management and supervision to operate this program
- Internal monitoring process to ensure program quality, customer satisfaction, and contract compliance
- Staff development plan (including how plan was developed)
- Electronic infrastructure and information sharing capabilities that can be used for client services

I) **Experience**-Outline specific programs that the organization has operated during the past two years. Give program descriptions, funding sources, performance information **(If including WIOA Youth Performance, provide official/confirmed <u>PY'14 and PY'15</u> WIOA Quarterly Report Summary - 4th Quarter (Rolling 4 Quarters) and/or Annual Report of Local Area Youth Performance Data),** 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 Development 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 Attainment/Placement in Employment, Training, Education/Post-Secondary Education
- Follow-up (All youth must receive twelve (12) months of follow-up services).

Describe in detail what will your Case Management services include and how will you accomplish the goals of the program, in addition to achieving positive outcomes with the at-risk youth population? Also, include how much time Case Managers will spend weekly with each participant to meet the WIOA youth program requirements, WIOA regulations, guidelines, activities, and any/all additional responsibilities to accomplish positive participant outcomes <u>and</u> exceed or meet performance measures?

Describe in detail how you will provide work experience and hourly stipends for youth? How will you develop work sites? How will you match youth to appropriate work experience training opportunities? **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 program 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.

The proposer or offeror should fill-in appropriate lines of the Cost and Price Analysis Worksheets based on its projected personnel and non-personnel cost of operating its proposed WIOA project. One primary purpose of the Cost and Price Analysis Worksheets is to determine the proposer's or offeror's projected cost and price in operating such WIOA project; therefore, it is imperative that each applicable line and/or blank be filled in completely. Where necessary, additional information must be attached as exhibit(s) to the extent that the basis for all cost is clearly and fully identified. All pages of the Cost and Price Analysis Worksheets should be completed and attached (including blank pages) to the Budget Summary.

The **Client Flow** form is a projection of the number of the participants to be enrolled and served throughout the year. Care should be taken in completing this form. It is not anticipated that the same numbers of participants will be enrolled each month.

EVALUATION CRITERIA AND RATING SYSTEM

Evaluation Panel Briefing

The Chairperson of the Workforce Development Board (WDB) and/or Youth Committee Chair, or his/her designee, will address each of the following areas with the review panel before the evaluation process begins.

1. Conflict of Interest – Does any member of the panel have a conflict of interest by sitting on the evaluation panel? The following are examples of conflicts of interest: (1) Part ownership in company; (2) Family member works for or has part ownership in company; and/or (3) any other reason a member of the evaluation panel cannot give an impartial decision.

2. Independent Evaluation – Each member of the evaluation panel must score each and every proposal independently. Members may not confer with each other in determining a score and no two proposals can be compared to each other for the purposes of determining scores.

3. Rating Structure – The evaluation points for each award criteria will be assigned before the evaluation process begins.

4. Documentation of Scoring – Each member of the evaluation panel must support their reasoning with appropriate documentation and explanation.

5. Oral Presentation – The panel may feel that an oral presentation is necessary to reach a final decision

6. Protest Hearing – All decisions by the panel are subject to protest. Each member and/or the whole panel may be called upon to explain or defend each rating.

7. Confidentiality – Anything discussed during the whole evaluation process is to be considered confidential.

EVALUATION CRITERIA

The criteria that will be used to evaluate proposers or offerors are listed below along with their point values. 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 have relevant program experience from the last two years included in the description?
8. Does the proposer or offeror present an acceptable plan for job development which demonstrates the ability to place skilled workers with employers seeking a skilled workforce? (Program Description)

B. Proposer or Offeror Qualifications	25

1. Does the proposer or offeror have the organizational Structure to properly administer the program proposed? (Description of Proposer or Offeror)
2. Does the proposer or offeror have the background and experience in providing training services to citizens of the local community? Does the proposer or offeror include a current organization chart and job descriptions for all budgeted staff? (Experience)
3. Does the proposed staff have the appropriate education and/or experience to provide the services outlined? Has staff participated in

workshops, conferences, seminars, professional organizations and/or other activities to stay current? For vacant positions, is the required educational and experience of applicants sufficient to enable the proposer or offeror to meet the goals of case management? (Staffing Plan)

C. Proposed Performance 20

1. Has the proposer or offeror clearly outlined the goals and objectives of the program? Has the proposer or offeror proposed outcomes which are acceptable?
2. Does the proposer or offeror have successful experience in providing intensive services to the eligible population?
3. Does the proposer or offeror have relevant program data provided from the last two years?
4. For proposer or offeror who have been awarded previous contracts/grants with the Workforce Development Board, do the results of the proposer or offeror most recent grant(s)/contracts(s) demonstrate successful performance? (If including WIOA Youth Performance, provide official/confirmed PY'14 and PY'15 WIOA Quarterly Report Summary - 4th Quarter (Rolling 4 Quarters) and/or Annual Report of Local Area Youth Performance Data) Has the proposer or offeror demonstrated successful service strategies, counseling, and case managing techniques as demonstrated by successful placement, monitoring, and customer satisfaction? Did the most recent monitoring of the South Carolina Department of Employment and Workforce and/or Local Workforce Development Area require correction of the proposer or offeror? If yes, has improvement been realized in the area(s) identified and/or was the plan of correction acceptable?

D. Fiscal Responsibility 10

1. Has the proposer or offeror demonstrated ability to safeguard federal funds? Does the proposer or offeror have the ability to repay disallowed costs if such disallowances are made in the monitoring or audit of the contract/grant? Does the availability of this source and the amount available provide security the Workforce Development Board needs to contract with the entity?
2. Does the proposer or offeror have a history which is not characterized by fraud or criminal activity of a significant nature? Does the proposer or offeror have a history which is not characterized by administrative deficiencies and/or disallowed costs? Does the proposer or offeror have a history which is not characterized by failure to comply with audit, monitoring, or reporting requirements that has been ongoing for two or more consecutive years?

E. Budget 10

1. Are costs reasonable in terms of the activities to be provided and the performance outcomes to be achieved?
2. Was the budget detailed and accompanied by a budget narrative?

F. General Responsiveness 10

1. Does the application demonstrate an understanding of information requested and conform to the requirements of the Request for Proposal?
2. Is the response complete with the items requested?
3. Is there internal consistency of data presented?
4. Is the abstract clear and concise?

RESOURCES

Workforce Innovation and Opportunity Act of 2014

It will be the responsibility of the proposers or offerors to have a working knowledge of the WIOA Act of 2014 Rules and Regulations and Training and Employment Guidance Letters (TEGL). The U.S. Department of Labor (DOL) has a website for the latest on WIOA ACT of 2014 Regulations:

www.doleta.gov/WIOA

https://www.scworks.org/media/WIOA/WIOA_DOL_Final_Rule_in_Federal_Register.pdf

https://wdr.doleta.gov/directives/All_WIOA_Related_Advisories.cfm

Demographics and Labor Market Information

It is recommended proposers or offerors research and review demographic and labor market information of the Local Workforce Development Area for the Counties of Anderson, Oconee, and Pickens in South Carolina.

https://jobs.scworks.org/vosnet/lmi/default.aspx?pu=1&plang=E

Disclaimer: WorkLink Workforce Development Board may request modification of program design or the delivery of services due to WIOA Rules and Regulations, changes in Terms and Conditions, Training and Employment Guidance Letters (TEGL), Code of Federal Regulations (CFR), Polices, Procedures, etc. Should a request for a change occur, bidding organizations or service providers must allow for any changes to be made to the program design, delivery services, or any other area identified by legislation, DOL or State guidance, and/or Local Workforce Development Board/Youth Committee direction. Staff of Administrative Entity will assist bidding organizations or service providers in the redesign to ensure consistency and compliance with WIOA regulations and requirements, DOL, State, LWDB, and Youth Committee /Committee policy.

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 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

- WIOA Terms and Conditions Part III
- WorkLink Local Addendum to WIOA Terms and Conditions Part III
- Application Signature Sheet
- Budget Forms
- Proposal Checklist
- Proposal Rating Sheet

SC WORKS | BRINGING EMPLOYERS AND JOB SEEKERS TOGETHER
WORKLINK
ANDERSON•OCONEE•PICKENS

Request for Proposal
#18-WIOA-02

Adult and Dislocated Worker Workforce Development Services

Funded by:
Title I of the Workforce Innovation and Opportunity Act of 2014

Program Year 2019
(July 1, 2019 – June 30, 2020 with extension options)

Administered by:
WorkLink Workforce Development Board
1376 Tiger Blvd, Suite 102
Clemson, SC 29631
(864) 646-1515 TTY 711
www.worklinkweb.com
Trent Acker, Executive Director

An Equal Opportunity Employer / Program

Auxiliary aids and services are available upon request to those with disabilities.

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PART 1: INTRODUCTION

A. Purpose

The WorkLink Workforce Development Board (hereafter "WorkLink," "WorkLink WDB," and "WDB"), 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 and funded under the Workforce Innovation and Opportunity Act (WIOA) of 2014. Funding for this Request for Proposals (RFP) and any grant(s) awarded to selected bidders is subject to federal allocation amounts awarded to the local area. **Any significant changes made to this request for proposals will be posted to the following website:** http://www.worklinkweb.com/welcome/request-for-proposals/.

Workforce development minded organizations with or without previous experience as a service provider 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.

B. Disclaimer

President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA) into law on July 22, 2014. 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. 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.

All proposed services under this RFP must be delivered in accordance with WIOA rules and regulations, guidance from US Department of Labor (DOL), the State of South Carolina (hereafter "the State"), and policies set forth by the WorkLink WDB. This request for proposals, any bids submitted by bidders to this request, and any final grants negotiated with the selected bidder(s) as a result of this proposal is subject to final laws and regulations. Selected bidders must be willing to change their services and/or service delivery model at any time in order to come into compliance with those laws and regulations.

C. Contact Information

The sole point of contact for information on this program is:

Jennifer Kelly, Assistant Director
WorkLink Workforce Development 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 Bidder.*

PART 2: BACKGROUND INFORMATION

A. Governing Authority

The WorkLink WDB was formed as a result of the Workforce Innovation and Opportunity Act (WIOA) of 2014. The County Council local elected officials (LEOs) and the WorkLink WDB work in partnership to set policy for the region and all eligible WIOA participants. The WorkLink WDB 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 WDB 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 WDB currently has a staff of five (5) individuals that carry out the business of the Board including oversight and monitoring of the contracts awarded to outside entities. **For more information about WorkLink WDB, visit:** www.worklinkweb.com.

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** (Attachment I "WorkLink 2015 Strategic Plan") – The WorkLink WDB has adopted a five-year strategic plan, finalized in July 2015. Out of this plan came the WDB's four main goals:
   - Improve the skill level of the workforce to meet the demands of business and industry.
   - Increase employer engagement in WDB and WDB Activities.
   - Build upon existing partnerships and collaborations between workforce system service providers to better integrate the workforce development system.
   - Increase and improve outreach to inform and promote the SC Works Centers services and activities pertaining to workforce development.

3. **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, welfare recipients transitioning to employment, and other priority populations (such as individuals with disabilities, Veterans, youth with barriers, long-term unemployed, ex-offenders, and homeless). 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.

   More information about the responsibilities of the Local Workforce Development Board may be found at the following links:
   - *Leadership and Governance Fact Sheet*
     https://doleta.gov/wioa/Docs/WIOA_GovernLeadership_FactSheet.pdf
   - *Local Board Responsibilities*
     https://ion.workforcegps.org/resources/2017/03/17/13/42/Understanding-Board-Requirements

4. **Administrative Entity**
   The South Carolina Appalachian Council of Governments (ACOG) is WorkLink's Administrative Entity and Fiscal Agent. All grants and contracts are entered into with the ACOG on behalf of the WorkLink WDB. If any changes occur with WorkLink's administrative entity, a new contract will be executed with the service provider for the remaining timeframe outlined in this proposal.

5. **Local Considerations**
   From time to time, WorkLink will pursue grants that it believes supports the mission and the vision of the WDB. In these instances, the selected bidder may be asked to collaborate with these grants as needed and as allowable by WIOA rules and regulations.

   WorkLink WDB 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 selected bidder must be willing to work with the WDB to arrange for additional service points and/or re-location of service points so that services to the community will not lapse.

6. **State Considerations**
   The Trade Adjustment Act administered by SC Department of Employment and Workforce is a partner in the SC Works System. Requirements regarding services available and co-enrollment with WIOA change from time to time. All selected 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 selected bidder will be required to comply if this mandate occurs. For additional information, see DOLETA's website: https://www.doleta.gov/tradeact/.

7. **Federal Considerations**
   On December 26, 2014, Department of Labor announced that the Office of Management and Budget (OMB) Circulars had 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 selected bidder will need to be familiar with the new OMB circular, and should reference Training and Employment Guidance Letter (TEGL) 15-14, "Implementation of the New Uniform Guidance Regulations," for further information.

   Veterans 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) are 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.

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 career and training services 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 Tu 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	Anderson Interfaith Ministries United Ways of Anderson County, Pickens County, and Oconee County Anderson, Oconee, and Pickens County Library Systems The Dream Center of Pickens SHARE

Other locations (comprehensive, satellites, or access points sites) may be determined and/or approved by the Board. The selected bidder will be notified of any changes.

The selected bidder should plan to provide access to their respective program or activities through the SC Works delivery system, including making career and training service activities authorized by their programs available at the comprehensive and satellite SC Works. The selected bidder may propose additional WIOA program access locations as well.

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 Unemployment Insurance (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 limited English 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 that are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

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 State WDB);
- 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 bullets 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

WIOA funding is in part based on achieving performance measures regarding employment and training. The grant recipient will be responsible for the follow-up and performance measures data for WIOA measures and should be prepared to track the data internally in order to ensure that performance measures will be met. WIOA performance measures are as follows:

- **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. *Defined as:* 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. *Defined as:* 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.

In the event that the State and/or the WorkLink WDB sets additional goals to indicate the success of the system or centers, the selected bidder will also be required to meet those goals and/or measures.

4. WorkLink LWDA PY2018 & PY2019 Performance Goals

Below are the performance measures for WorkLink for PY18 and PY19. 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.

PY19	Adult	Dislocated Worker
Employment 2nd Qtr after Exit	76.8	80.1
Employment 4th Qtr after Exit	73.0	76.0
Median Earnings 2nd Quarter after Exit	$5,301	$6,500
Credential Attainment within 4 Qtrs after Exit	51.9	48.6
Measurable Skills Gains	Pending	Pending

*These levels are subject to change each program year.

The selected bidder will be required to provide follow-up services to WIOA participants for all four quarters. In addition to these measures, the WorkLink Workforce Development Board requires that the selected bidder maintain a minimum overall "Satisfactory" customer service satisfaction rating from job seekers and employers.

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 Bidder's Conference.

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 selected bidder shall develop, implement, and maintain WIOA Adult and Dislocated Worker services and/or programs consistent with WIOA regulations, South Carolina's WIOA State Plan, the WorkLink SC Works system MOU, and State and local policy and procedures such as, but not limited to, the SC DEW Instruction Letters and WorkLink Instruction Letters. In carrying out the direct service requirements listed below, the selected bidder 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 WIOA laws and regulations, the SC Works system and SC Works branding; and
- coordinate services to avoid duplication of services with SC Works partner agencies.

1. Outreach and Recruitment

The selected bidder is responsible for recruitment of adults and dislocated workers to participate in the WIOA program resulting from this RFP. The bidder must develop/outline a detailed outreach plan to recruit Adults and Dislocated Workers in accordance with eligibility requirements. The plan should identify and address outreach to priority populations. A variety of methods for outreach should be clearly identified and used in the plan. The selected bidder should expect to report out on recruitment and outreach efforts on a monthly basis.

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. For more information on compliance, see the State Instruction Letter, "Equal Opportunity Is the Law Notice."

2. **Enrollment and Eligibility Determination**

Selected bidders are responsible for enrollment of adult and dislocated worker participants in accordance with eligibility requirements.

Target Populations

- Adults, 18 years and older;
- Dislocated workers; and
- Priority for enrollment into WIOA career and/or 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.

Local Priority: Enrollment into WIOA services offered in the WorkLink region are reserved for 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.

Participant Eligibility Determination

The selected bidder is responsible for determining eligibility on all applicants seeking WIOA Adult or Dislocated Worker Services.

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 WIOA Eligibility Requirements

- be a U.S. citizen or non-citizen authorized to work in the United States; and
- meet Military Selective Service registration requirements (if applicable).

ii. Additional Adult Eligibility Requirements

Adults are required to meet the basic WIOA eligibility requirements, and be 18 years of age or older.

Service Priority for Individualized Career Services and Training Services

Individualized career services and training services must be given on a priority basis, regardless of funding levels, to:

- Veterans;
- Public assistance recipients;
- Low-income adults;
- Individuals who are basic skills deficient; and
- Other special populations defined by the WDB

Priority of service for Adults in South Carolina states that 70% or more of those served in the Adult funding stream must be low income, public assistance recipients, or basic skills deficient. Priority will be given first to Veterans and spouses and then to the general population. The remaining 30% is open to the general population, priority given first to Veterans and qualified spouses that are not low income, public assistance

recipients, or basic skills deficient, and then to the general population. For more information, see State Instruction Letter 15-17, Change 1.

*iii. Additional Dislocated Worker Eligibility Requirement*s

Dislocated Workers are required to meet the basic WIOA eligibility requirements, and must meet the definition of a Dislocated Worker. **There is no specific age criterion for dislocated workers**.

Definition of Dislocated Worker

A dislocated worker is an individual who meets one of the following six criteria:

i. The individual:
   - has been terminated or laid off, or has received a notice of termination or layoff, from employment;
   - is eligible for or has exhausted entitlement to unemployment compensation, or has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a state's Unemployment Insurance law; and
   - Is unlikely to return to a previous industry or occupation.

ii. The individual:
   - has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;
   - is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
   - for purposes of eligibility to receive services other than training services, career services, or support services, is employed at a facility at which the employer has made a general announcement that such facility will close.

iii. The individual was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters. This includes individuals working as independent contractors or consultants but not technically employees of a firm.

iv. The individual is a displaced homemaker.

v. The individual is the spouse of a member of the Armed Forces on active duty, and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such members; or is the spouse of a member of the Armed Forces on active duty and who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

iv. Youth Eligibility Requirements

In the event that an individual is determined not eligible for the Adult or Dislocated Worker program, the selected bidder will refer the applicant to the WIOA Youth Services provider 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 WDB does not currently dual enroll in the Adult and Youth programs. If

dual enrollment were to be approved by the Board during the contract year (or applicable extensions) under this proposal, the selected bidder will be notified and expected to collaborate with the Youth Service Provider to maximize the use of funds.

Referrals to partners

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 selected bidder is responsible for referring them to alternate sources of funding through partner agencies.

3. Individualized Career Services

Individualized career services must be provided to participants after staff determines that such services are required to retain or obtain employment, consistent with any applicable statutory priorities. Generally, these services involve significant staff time and customization to each individual's need. Individualized career services include services such as: specialized assessments, developing an individual employment plan, counseling, work experiences (including transitional jobs), etc.

i. Assessment

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 barriers, and ability to learn to do work tasks.

ii. Individual Employment Plan

The Individual Employment Plan (IEP) is developed based on the results of the completed comprehensive assessment. The Selected bidder shall develop individual employment plans 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 with the assistance of a case manager.

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.

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. Soft Skills/Job Retention

The selected bidder is to evaluate and train job seekers on how to present themselves in a professional manner before and after they are hired. Therefore, an emphasis on pre-hire soft skills centered on appropriate dress,

interviewing skills, job application completion, and resume writing (and others as deemed appropriate) are necessary. Post-hire soft skills are the personal attributes needed to succeed in the workplace, such as communication skills, critical thinking, leadership, positive attitude, teamwork, conflict management, and work ethic, among others. Employers want employees who are able to effectively interact with others.

The selected bidder should address these skills in their interactions with WIOA participants. The selected bidder may coordinate with the One Stop Operator and On-the-Job Training service provider to provide these skills to participants; however, the selected bidder should assume responsibility for the participant's attainment of these skills, not relying solely on other providers and/or other partners. Therefore, a systematic approach to teaching and reviewing appropriate soft skills should be developed to last the length of the WIOA participation and throughout follow-up services.

v. Participant Activity Codes/Participant Tracking

Enter and maintain appropriate WIOA program activity codes in the SCWOS System in a timely manner.

Each case manager must know where participants are at all times during enrollment, participation in WIOA services, and in follow-up services. SCWOS does not allow case managers to customize detailed reports. Therefore, the bidder should be able to track data in a supplementary system or spreadsheet, and must be made available upon request to WorkLink staff, and as appropriate, to the OJT service provider for the purpose of placing participants in employment or OJT opportunities.

vi. Job Placement

Selected bidders 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. Every effort should be made to refer participants to the OJT service provider. The selected bidder will be expected to coordinate appropriate referrals to the OJT provider once they have completed necessary pre-hire type soft skills.

vii. Other Allowable Services Under WIOA

- Career Guidance/Planning/Counseling
- Adult Literacy or Basic Skills
- Short-term Pre-vocational Services
- Out-of-area Job Search Assistance
- Support Service-Relocation Assistance
- Internships
- Work Experience
- English as a Second Language
- Needs Related Payments

4. Training Services

The selected bidder is responsible for coordinating all training for participants in the WIOA program.

Under WIOA, training services may be provided if the SC Works Center staff, including partner programs' staff, determines after conducting an interview, an evaluation, or assessment, and career planning, that the individual:

- Is unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
- Is 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;
- Has the skills and qualifications to successfully participate in the selected program of training services;
- Is unable to obtain grant assistance from other sources to pay the costs of such training, including such sources as State-funded training funds or Federal Pell Grants established under title IV of the Higher Education Act of 1965, or requires WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants (20 CFR 680.230 and WIOA sec. 134(c)(3)(B) contain provisions relating to fund coordination.);
- Is a member of a worker group covered under a petition filed for Trade Adjustment Assistance (TAA) and is awaiting a determination. If the petition is certified, the worker may then transition to TAA approved training. If the petition is denied, the worker will continue training under WIOA;
- Is determined eligible in accordance with the State and local priority system in effect for adults under WIOA sec. 134(c)(3)(E) if training services are provided through the adult funding stream; and
- Selected a program of training services that is directly linked to the employment opportunities in the local area or the planning region, or in another area to which the individual is willing to commute or relocate.

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 selected bidder will be responsible for coordinating with the OJT service provider 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 and participants. The selected bidder is required to refer all WIOA participants that have the necessary pre-hire soft skills to the OJT service provider for possible placement in OJT slots.

ii. Classroom Training

a. 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.

The Selected bidder will manage the Individual Training Account (ITA) funds disbursements and balances in accordance to policies and procedures established by the WDB. The Selected bidder shall report obligations and encumbrances accurately across program years and across program fund streams. The selected bidder will establish relationships with training providers and with vendors to provide background checks, SLED checks, physicals, etc.

b. Industry Clusters/Career Pathways

WorkLink has identified four (4) 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 two occupational exceptions: CDL truck driving and Heavy Equipment Operations. The selected bidder will implement career pathways into their career and training services.

c. 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.

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) and approved by the WorkLink WDB. ITA funds are paid directly to the training provider using a WIOA program operator's fiscal system for vouchers or purchase orders.

e. 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.

Obligations and expenditures must be available at any time at the request of WorkLink, SC DEW or US DOL. The Selected bidder will use SCWOS to track the ITAs, obligations and expenditures as well as an internal method of capturing any data not reported by SCWOS.

f. Other allowable Training Services offered under WIOA may include:

- 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 Selected bidder shall close individual cases in the SCWOS System in a timely manner when no further services are planned or identified on the IEP.

5. Supportive Services Coordination

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, the adult and dislocated worker programs should address supportive 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.

The WorkLink WDB has currently capped supportive services at $3,000 per participant per year.

6. Follow-Up Services/Job Retention Assistance

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. Retention

After job placement, case management staff is responsible for assisting WIOA participants and, if necessary, their respective employers with job retention. Job Retention assistance is intended to help customers placed into jobs from Career and Training Services overcome any problems that may arise during this critical period and to ensure further progress toward long-term employment and therefore self-sufficiency.

The bidder should design and implement a Job Retention assistance portion of their case management program. Job Retention begins before employment through workshops and education regarding soft skills (such as, but not limited to, teamwork and conflict management) and employer expectations, and concludes at the end of the follow-up period. A variety of means may be used: one-on-one counseling, seminars offered through the SC Works System, mentoring (if available), encouragement of skill attainment through occupational skills training, etc.

ii. 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.

7. File Maintenance And Documentation

A case file shall be maintained for each eligibility determination application (assigned a unique identification number). Appropriate documentation of all activities must be made available to WIOA monitors/auditors. *If the Selected bidder 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 WDB prior to implementation.*

WIOA Participant records and fiscal documents should be kept for a minimum of 5 years.

8. Case Notes

The selected bidder is responsible for the content of case notes entered by their staff. Each case manager should update case notes on each participant as conversations and services take place.

B. Deliverables

The Selected bidder will be required to provide the following deliverables:

1. At a minimum, meets all performance measures (WIOA measures, Business Plan, WDB goals, customer satisfaction, etc.)
2. Establishes and maintains a systematic way of providing and delivering soft skills and job retention training to WIOA participants
3. Utilizes Career Pathway models in guiding participants into training
4. At a minimum meets negotiated selected bidder goals for WIOA program participation (i.e. expenditure levels, enrollments, training levels, etc.)
5. Up-to-date and executed Outreach plan for the WIOA program
6. Maximizes direct participant costs, minimizes salaries and overhead while maintaining quality services
7. Tracks all ITAs by obligation, accrual, and expenditure in real-time
8. Expends a minimum of 90% of their budget
9. Expends a minimum of 40% of planned budget on direct participant costs (training, supportive services)
10. 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.

Financial Reports: 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
- Financial Status Report –Supplemental form
- 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 II, WIOA Terms and Conditions)

A. Record of Hours Worked or Time Sheet

Program managers 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 Program Manager should support the continued professional development of it's 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.

The WorkLink Workforce Development Board will provide training for selected bidders with regard to eligibility, reporting requirements, SCWOS forms, participant activity codes, case notes, performance, etc. Program management will be required to abide by all requirements of the South Carolina Works Online System (SCWOS) manual and/or instructions issued by SC DEW and/or WorkLink WDB.

C. Program Administration Requirements

1. *Fiscal Record Keeping*

   The bidder's administrative and fiscal capabilities will be assessed by a preliminary review of compliance documents, which must be completed before Contracts are finalized. WorkLink staff may visit or request supporting documentation from the offering entity to affirm certain items of the survey. Any serious discrepancies found will be brought to the attention of the WorkLink Workforce Development Board prior to finalizing the contract award and could result in the cancellation of the commitment to fund.

2. *Subcontracting*
   The bidder may purchase or subcontract for the services and/or activities specified in the Scope of Work and Budget of the contract only with the prior written approval of such subcontracts and subcontractors by the WDB, and in accordance with procurement requirements in the Uniform Guidance (2 CFR 200) and the SC Appalachian Council of Governments procurement policy. The bidder, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the WDB is in no way liable to the subcontractor. In order to assure the WDB of strict performance of this Section, the bidder must submit to the WDB subcontract agreements for review upon request.

3. *Reporting*
   All selected bidders will be required to provide monthly, bi-monthly, or quarterly progress reports of program performance and expenditures in comparison to the deliverables agreed upon in the grant. WorkLink has forms that may be used by the selected bidder, or the selected bidder may propose their own reporting forms.

   Selected bidders awarded a grant will be required to submit a Monthly Request for Payment Invoice and Financial Status Report – Supplemental form to the WorkLink Workforce Development Board staff by the 10th calendar day of each month. Appropriate supporting backup documentation for the requested payment must be attached to each invoice submitted. Selected bidders awarded a grant will also be required to submit an Annual Financial Closeout Report to WDB Staff by August 10 (or the Friday before).

4. *Audits*
   In accordance 2 CFR 200, Subpart F – Audit Requirements, selected bidders must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

5. *Monitoring & Evaluation*
   Selected bidders 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*
   Selected bidders will be required to provide the following compliance documents as part of their response to this RFP:

   <u>Organizational Information</u>
   - Federal ID Number
   - Organization's Mission and Vision Statements
   - Charter and by-laws of organization
   - List of current board members of governing body
   - Evidence of signatory authority (Form Attached)

   <u>Fiscal Responsibility</u>
   - Financial reporting signatory authority (Form Attached)
   - Banking agreements**
   - Current fiscal statement and copy of last audit

- Copy of indirect cost plan and approval letter by cognizant agency
- Copy of General Liability Insurance Policy

Certifications & Assurances

- Bonding agreement
- Suspension and debarment certification (Form Attached)
- Certification of drug free work place (Form Attached)
- Certification of lobbying activities (Form Attached)

Personnel and Oversight

- Organizational chart
- Job Descriptions of Personnel Funded by WIOA (fully or partially)
- Staff cost allocation plan/rate for staff providing services in or on behalf of the WorkLink region (Form Attached)
- Staff/personnel policies, including travel
- Grievance procedures

***The bidder 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. Non-submittal of documents may disqualify a bidder from receiving a grant award.

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 selected bidder from requirements that it be authorized and/or licensed to do business in the State; by submission of its signed application, the bidder 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 bidders who include indirect costs as a part of their application budget must have an indirect cost plan approved by their cognizant agency. Bidders must include a listing of all items included in the indirect cost pool.

9. *Participant Time and Attendance*

Selected bidders awarded a grant will be required to document participant's time and attendance throughout the period the participant is receiving training or supportive services. Participants abide by the attendance policy of the training provider. Time sheets must be signed by the participant and verified by the case manager, classroom instructor, training, or worksite supervisor, and maintained in the customer's official WIOA file folder.

10. *Participant Files*
    Selected bidders awarded a grant will be required to maintain WIOA participant files (either in a hard file or electronic file) as specified in any contractual agreement resulting from this RFP.

11. *Payments Made on Behalf of Participants*
    Participants may be eligible to receive supportive service payments and/or needs-based payments. Bidders will be required to make sure that there are checks and balances between the maintenance of timesheets or other source documents, and the cutting and distribution of checks on behalf of the participants. Failure to document fully the basis for issuing any of the aforementioned payments made on behalf of participants may result in disallowed costs. The contractor must reimburse disallowed costs to the local Workforce Development Area from Non-WIOA fund sources.

12. *Insurance for Participants*
    The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIOA participants participating in training conducted in a typical classroom training environment, and for WIOA participants while they are participating in training conducted in a typical work experience or limited internship mode (generally, training conducted on an employer's work site).

13. *Refund Policy*
    Bidders who become contractors will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition-based training concludes early.

14. *Type of Contract*
    a. Cost Reimbursement Based Proposals
    b. 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.
    c. Criteria for Earning Profit – Under Cost Reimbursement contracts, criteria for profit may be established by the LWDA and may be used to evaluate bidders 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 LWDA 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*
    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.

    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 selected bidder 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.

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 laid out by the Federal Government.

16. *Regulations and Requirements*

The selected bidder 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, including 2 CFR Appendix II to part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards
iv. 48 CFR Part 31 (applies to commercial organizations);
v. 29 CFR Part 95 refer to 2 CFR 200;
vi. 29 CFR Part 97 refer to 2 CFR 200;
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. "Jobs for Veterans Act," (38 U.S.C. §4215) and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
xii. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 38);
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; Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
xv. Equal Pay Act of 1963, as amended;
xvi. 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA);
xvii. 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;
xviii. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
xix. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
xx. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

PART 6: PROPOSAL APPLICATION & SUBMISSION INSTRUCTIONS

A. Funding Available

Estimated Total Funding for WIOA Adult and Dislocated Worker services = $724,000

Funding Considerations:

- Funding levels identified in this RFP are preliminary estimates and are used for planning purposes only. Total final contract amounts are subject to local allocations for PY19.
- WIOA allows for up to 100% transfer between Adult to Dislocated Worker funding. The Bidder may propose the desired funding split between Adults and DWs.
- WorkLink awards contracts based on allocations approved by the State at the beginning of each program year, and has historically had additional funds available in mid-October. The Selected Bidder will be given an opportunity each fall to request additional funds to serve participants.
- The selected bidder will be expected to expend no less than 90% of their total budget each program year with the understanding that the 100% expenditure of the grant is the goal.
- 40% of all expended funds must be on direct customer services, such as training and supportive services.
- No large purchases may be made between July 1 and September 30 each program year.
- Caps for salary, fringe, insurance, fees, profit, and indirect costs may be negotiated and finalized during the grant award negotiations process.

B. Eligible Applicants

RFPs will be accepted from entities that can demonstrate the administrative and management capability to successfully provide the services identified in this RFP.

To be eligible to receive funds made available to deliver a WIOA program for Adult and Dislocated Worker Services, a bidder must meet the following:

- 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 maintained fiscal integrity, AND has been able to meet and/or exceed all WIOA Adult and Dislocated Worker performance measures OR can demonstrate successful performance in operating similar employment and training focused programs.
- Discloses any potential conflicts of interest arising from the relationships of the program managers with particular training service providers or other service providers.
- Does not establish practices that create disincentives to providing services to individuals with barriers to employment that may require longer-term services, such as intensive employment, training, and education services.
- Complies with Federal regulations, and procurement policies, relating to the calculation and use of profits.
- Has the ability to fulfill Contract requirements, including the indemnification and insurance requirements.
- Has the ability to maintain adequate files and records and meet reporting requirements.
- Has the administrative and fiscal capacity to provide and manage the proposed services and to ensure an adequate audit trail.
- Meets other presentation and participation requirements listed in this RFP.

C. Significant Dates

Detailed timeline is as follows:

Event	Date	Time* (if applicable)
Request for Proposals Issued	October 16, 2018	
Deadline to submit Technical RFP Questions	November 7, 2018	5:00PM
Bidder's Conference and Questions Posted on WorkLink WDB Website *Questions posted on WorkLink WDB website within 24 hours*	November 13, 2018	1:00PM
Deadline for Receipt of Formal Applications or Letter of Non-Reply due to WorkLink WDB	December 11, 2018	3:00PM
Formal Review Process of Applications Begins	December 12, 2018	10:00AM
Bidders' Presentations to RFP Committee	January 23, 2019	1:00PM**
WorkLink WDB Votes to Approve Recommendation	February 6, 2019	1:00PM
Written Notification to Selected Bidders	February 7, 2019	
Contract Negotiations begin	February 7, 2019	
Compliance Documents due and Contracts Issued	June 27, 2019	
Program Year 2019 Contract Begins	July 1, 2019	

*All times denoted are in Eastern Standard Time. **Times will be scheduled with each bidder by January 9, 2019. Presentations will only be scheduled if deemed necessary to adequately score proposals.

MANDATORY BIDDER'S CONFERENCE

** DOORS WILL BE SHUT AND NO OTHERS WILL BE ADMITTED AFTER 1:00PM**

All technical questions regarding this RFP must be submitted no later than 5:00PM, November 7, 2018.

A bidder's conference is scheduled for 1:00PM, November 13, 2018 at the Pendleton Library located at 650 South Mechanic Street, Pendleton, SC 29670 for the WIOA Adult and Dislocated Worker Program Bid. Location changes will be posted to the WorkLink website: www.worklinkweb.com.

All bidders are required to attend either in-person or via web conference.

A conference call option will be available upon request. As with all technology, we cannot guarantee the quality or connectivity of the web conference.

Conference call requests must be made via email by the November 7, 2018 technical questions deadline.

All questions submitted by 5:00PM, November 7, 2018 will be answered at the bidder's conference, November 13, 2018 and posted on the WorkLink website no later than 5:00PM the following day, November 14, 2018.

RFP RESPONSE DUE DATE: December 11, 2019, 3:00PM (EST)

BIDDER'S PRESENTATIONS

Any bidder may be requested to make an oral presentation of their application to the WorkLink Workforce Development Board's RFP Review Committee after the Application opening. Such presentations provide an opportunity for the bidder to clarify their application and to ensure mutual understanding. The Appalachian Council of Governments staff will schedule these presentations, if required. January 23, 2019 has been reserved for this purpose.

D. Proposal Conditions

1. Contingencies

Funding for this program is contingent on state, federal, and local funding. This RFP does not commit WorkLink WDB or ACOG to award a contract. WorkLink WDB reserves the right to accept or reject any or all proposals if WorkLink WDB determines it is in the best interest of the LWDA to do so. WorkLink WDB will notify all bidders, in writing, if the WorkLink WDB 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 WDB website.

3. Incurred Costs

This RFP does not commit WorkLink WDB to pay any costs incurred in the preparation of a response to this proposal request, and the bidder agrees that all costs incurred in developing this proposal are the bidder's responsibility.

4. Proposal Confidentiality

Bidders should be aware that proposals are subject to the Freedom of Information Act (FOIA). If any proposal contains trade secrets or other information, which is proprietary by law, the bidder must notify WorkLink WDB of its request to keep that information confidential. 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. In the event a public records request is made for information designated by the Bidder as confidential or proprietary, WorkLink will communicate with the Bidder.

5. Negotiations

WorkLink WDB may require the bidder(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.

6. **Level of Service**
   For any bidder awarded as a result of this RFP, no minimum or maximum number of referrals can be guaranteed by the WorkLink WDB.

7. **Inaccuracies and Misrepresentations**
   If, in the course of the RFP process or in the administration of a resulting Contract, WorkLink WDB determines that the Contractor has made a material misstatement or misrepresentation, or that materially inaccurate information has been provided to the WorkLink WDB, 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.

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 WDB reserves the right to reject any or all proposals. WorkLink WDB realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the WorkLink area. While cost may not be the primary factor in the evaluation process, it is an important factor.

9. **Price Not Determinative**
   The WorkLink Workforce Development Board reserves the right to select such bidders 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 Development Area's best interest. (See no. 7 below for further details.)

10. **Formal Agreement**
    The selected bidder will be required to enter into a formal agreement with the ACOG and subsequently, WorkLink WDB. In submitting a response to this RFP, the Bidder will be deemed to have agreed to each term and condition mentioned in this RFP unless the proposal identifies an objection and WorkLink WDB 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 WDB 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 WDB.

E. Award Consideration and Award Period

The primary consideration of this RFP is to seek proposals that offer innovative approaches to providing Adults and Dislocated Workers with skills, credentials, employment, retention, and higher wages.

The anticipated contract period is July 1, 2019 through June 30, 2020; this term may vary depending on extensions granted by the WorkLink WDB.

F. Preparing a Proposal

1. 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."

2. No Request Proposal Reply

Any person or entity that receives release of notification for the Request for Proposal, but elects not to submit an application, should send a letter stating their intent to not submit a proposal to the WorkLink Workforce Development Board by the cited deadline for receipt of applications. 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.

3. RFP Response Package

For bidder's convenience the RFP and its attachments are located on the website: www.worklinkweb.com. The bidder 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.

4. Format for Application

The bidder should follow the Proposal Checklist to put the proposal together.

Bidders should use the following formatting guidelines:

- Font: 12 point – Times New Roman
- Spacing: Double Spaced
- Pages: Single sided and numbered (do not number the title page and table of contents)
- Margins: 1 inch
- Paper: 8 ½ x 11

Applications are to be prepared simply and in a manner designed to provide a straightforward presentation of the bidder's capability and intention to satisfy the requirements of this RFP. Therefore, the bidder's application must follow the RFP format as closely as practicable. Failure to provide all the information requested by the RFP may result in the application being deemed Non-Responsive and thus eliminating it from funding consideration.

5. 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.**

6. 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

Note: Failure to include all of the required components in the order of the proposal checklist will result in a reduced score or disqualification. WorkLink WDB will not advise a bidder (outside of preliminary review) that his/her proposal is incomplete prior to rating or disqualification.

7. Responsiveness of Applications

a. Applications will be opened and a preliminary review for responsiveness will be conducted by the WorkLink Workforce Development Board staff as stated in the significant date's section of this RFP.
b. The Committee will receive a copy of the applications, both responsive and non-responsive.
c. Applications will then be reviewed by an ad hoc RFP review committee of the WorkLink Workforce Development Board, and rated based on the criteria established in Part Nine of this RFP, Evaluation Criteria and Rating System.
d. Bidders will be notified regarding non-responsive applications. Notification will be sent to the contact person listed on the cover sheet. A valid email address is required for this notification.

G. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Bidder's responsibility to ensure that its proposal arrives on or before the specified time. All proposals and materials submitted become the property of WorkLink WDB. All proposals shall be submitted in the name of the entity with legal authority to execute the contract should it be awarded.

Submission requirements:

1. All bidders must submit a proposal original (not duplicated from other sources) and developed within the past forty five (45) days.
2. Each bidder is to submit an original and eleven (11) typed copies of each application under seal.
3. The original of each application should have an original signature and be clearly marked "Original Copy" on the outside of the binder.
4. 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.
5. Each proposal must include a table of contents with numbered pages.
6. The bidder is required to have typed or legibly written on the envelope or wrapping containing the proposals the RFP number, the RFP date (December 11, 2018), and the program and activity for which funding is being requested.

SUBMIT TO: WorkLink Workforce Development Board
Attn: Jennifer Kelly, Assistant Director
1376 Tiger Blvd, Suite 102
Clemson, SC 29631
jkelly@worklinkweb.com

LABEL: Outside of sealed proposal package must be marked in accordance with this example:

ABC, Inc.
100 My Road
My Town, SC 29670
RFP #18-WIOA-02, December 11, 2019
Adult & DW Workforce Innovation and Opportunity Act Services

DUE DATE: **December 11, 2019, 3:00PM (EST)**

The RFP can be downloaded from the WorkLink website at: http://www.worklinkweb.com/welcome/request-for-proposals/. All proposals must be received by the due date and time. Proposals delivered in person will be timestamped by WorkLink staff. Proposals received after the due date and time specified will be disqualified from this RFP process and be returned unopened to the sender.

PART 7: PROPOSAL NARRATIVE INSTRUCTIONS

Important Note: Those Bidders 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 Bidder to miss the WorkLink WDB'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 Bidder'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 Bidder's **vision** of the WIOA program for Title I-B Services and how it relates to the SC Works (One Stop or America's Job Center) System. 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 bidder intends to accomplish as the WIOA program administrator for the WorkLink area if awarded a contract.

C. *Target Customer*(s) – If specific target customer groups or categories (including priority populations) 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, job seekers, and/or priority populations). 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 – 30 Points

A. Experience

1. *Description of the Bidder*- Briefly describe your organization's mission, history, and accomplishments. What are the legal organizational name, the legal status, and the main purpose of the organization? How is the organization currently funded? 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 Bidder's current professional service delivery sites.
   - How offering services in response to the RFP will fit into the Bidder's organization's business plan.
   - The names, titles and resumes of senior organization management.
   - An organizational chart showing lines of authority for the organization down to the proposed on-site management in the WorkLink service area.
   - Salary ranges for staff by job description and benefits available to staff who will be included in the budget for this contract.
   - 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.
   - Proposed on-site Staff development plan (including how plan was developed and its sustainability)
   - Provide a recent external monitoring report: USDOL WIA and/or WIOA Performance Measures, State Monitoring of Financial Management, and Program Performance. If a corrected action plan was required, provide the response to the monitor's request. If the organization has not operated a WIA or WIOA program before, the bidder should provide the description of the employment and training focused program including a comparison to WIOA, and provide applicable performance data with performance measure descriptions, programmatic monitoring from an outside source, and financial review/audit.
   - Electronic infrastructure and information sharing capabilities that can be used for customer service delivery, including tracking participant and financial records.
   - A financial statement and the last audit report. If not available, provide a written explanation as to why.

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 bidder that demonstrates the capability of the Bidder 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 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 and job title 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, the bidder 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?
   - Describe what your ideal maximum/minimum caseloads will be per case manager, including the methodology that you used to arrive at these numbers. Breakdown how many will be actively participating, how many will be in case closure, how many will be in follow-up. Specify whether or not staff will be dedicated to outreach/recruitment, job development attempts, workshops, and other similar activities.
   - 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?
   - How will staff collaborate and coordinate with partners in the WorkLink region to minimize or eliminate duplication of services and efforts, and conduct recruitment and outreach?
   - Describe how you will provide on-going staff training to ensure your staff has access to the most current information, tools, and promising practices. Include descriptions of staff training.

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 Bidder uses or proposes to use on site to timely capture and report fiscal information to the WorkLink WDB'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 bidder will internally track both actual and projected obligations and encumbrances for WIOA or other participants and the reporting system the Bidder proposes to use to coordinate timing for meeting financial commitments of the Bidder with the Administrative Entity's responsibility to account for WIOA funding.
   c. Describe cost accounting for service delivery to carry-over enrollees, include budgeting of resources. **Bidders not currently serving as a WorkLink WIOA service provider will be required to assume responsibility for the WIOA customers (including those in the follow-up/retention services phase) of the prior service provider who did not also receive a contract award to provide continued service to those enrollees.*
   d. Describe the Bidder'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.

D. Documents Required of Selected Bidders

Provide the following compliance documents as part of your response to this RFP:

<u>Organizational Information</u>

- Federal ID Number
- Organization's Mission and Vision Statements
- Charter and by-laws of organization
- List of current board members of governing body
- Evidence of signatory authority (Form Attached)

<u>Fiscal Responsibility</u>

- Financial reporting signatory authority (Form Attached)
- Banking agreements**
- Current fiscal statement and copy of last audit
- Copy of indirect cost plan and approval letter by cognizant agency
- Copy of General Liability Insurance Policy

Certifications & Assurances

- Bonding agreement
- Suspension and debarment certification (Form Attached)
- Certification of drug free work place (Form Attached)
- Certification of lobbying activities (Form Attached)

Personnel and Oversight

- Organizational chart
- Job Descriptions of Personnel Funded by WIOA (fully or partially)
- Staff cost allocation plan/rate for staff providing services in or on behalf of the WorkLink region (Form Attached)
- Staff/personnel policies, including travel
- Grievance procedures

***The bidder is not required to share their bank account number until they have been officially selected.*

III. Program Design – 20 Points

A. Start-Up/Transition - For bidders 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 (including priority populations) categories to be served.

C. Describe how the following activities will be provided:

Design/Eligibility/Enrollment

1. Describe how the Bidder will provide delivery of service through Career Services and Training Services. Describe WIOA participant flow through the WIOA process (attach a flow chart). Describe the Bidder'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 Bidder's organization and to other entities?

   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, and how it is a customer-focused design.

2. Describe how you will support the attainment of WorkLink (and as appropriate State) Strategic Planning goals.

3. 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. Describe your vision of the employer's role in the program.

4. Describe your proposed ratio of program participants to case managers. Explain how you arrived at this ratio.

5. Describe how the proposed program design will achieve WIOA performance measures, including how case managers will track the participants served in the WIOA program.

6. Will the Bidder make an effort to allocate minimum number of eligibility determinations for each county in the service area?

7. Describe your organization's current level of partnership with each of the WIOA mandated partners in your local workforce area. Discuss how the partnerships result in an increased quality and quantity of services available to WIOA customers through the WIOA program.

8. How will you insure accuracy and confidentiality of information?

Individualized Career Services/Case Management

9. 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 Bidder will determine specific job seeker's or business customer's barriers and how the Bidder 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. How will you ensure confidential information regarding participants will be protected and stored? Describe how you will integrate career readiness assessments such as WIN or WorkKeys into the WIOA program.

10. 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.

11. 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. What integrated technology will be used?

12. 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.

13. Describe how you will incorporate labor market information and Career Pathways into the career planning and/or training recommendation process.

14. Describe how case managers will be kept informed of partner services, up-to-date employer information, and other community information that may be of benefit to participants and case managers. Describe your referral process to partners in detail. Include partnerships and collaborations that will be developed after implementation or will be in place at the start of a grant award along with current agreements if available.

Training Coordination and Supportive Services

15. 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 vs. On-the-Job Training? What tools and/or assessments will you use to determine need for training?

16. 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.
17. 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?

Job Placement/Retention/Follow-Up Services

18. Describe your job development and placement approach for WIOA participants.

19. Describe retention services (efforts to help a program participant maintain and retain employment or finalize educational efforts) you will offer to customers that are preparing to exit or have already exited, including when participants will be engaged in retention services and how often they will be engaged. What are the sustainability and accountability steps you will take to insure that retention services are carried out on an ongoing, consistent basis?

20. Describe how you will utilize case closures.

21. Describe your approach to Follow-Up services. Include a description of your plan to provide follow-up services.

D. 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.

For applicants submitting proposals as partnerships to deliver WIOA program services, 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.

E. Reporting
   1. Selected bidders will be required to report out to the Board and various committees of the Board on an ongoing basis. Attach standard program reports that the Bidder plans to use to communicate WIOA progress towards deliverables described in this RFP. If the Bidder chooses to use Board program reporting templates, please clearly state this in the RFP.

   2. Selected bidders will also be required to report on financials, including ITA obligations, encumbrances, pending payments, and expenditures (in real-time, across program years). Attach the reports that will be available for Board and committee review if available; otherwise, describe in detail the format that will be used.

IV. Innovation – 10 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. Describe your referral process to partners, including partner agreements.

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 WDB priorities for jobseekers, industry sectors, and methods of service delivery. Describe how innovations would improve the effectiveness of workforce services delivered to jobseekers requesting assistance through the public SC Works system and ultimately to the benefit of employers.

V. Outreach – 5 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 and priority populations. Identify and describe the plan to engage those hard-to-serve communities and priority populations.

C. Describe what relationships, partnerships, and community/group organizations are essential to your outreach plan.

VI. Budget -25 Points

A. The WorkLink WDB will enter into contracts for services beginning July 1, 2019, and ending June 30, 2020. Please provide information for the duration of the funding period for:
   1. Amount of Funds Requested from the WorkLink WDB: $_____
   2. Provide the Total Project Budget for proposed services: $_____
   3. Total Matching Funds (if any) for proposed services: $_____

B. All bidders 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 bidders 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 bidder 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. Provide salary ranges for each position included in the budget. Provide cost of living and merit based increase methodologies and frequency for receipt. Describe how health care and other employee benefits will be calculated and billed.

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. Total training and supportive service costs should be greater or equal to 40% of the overall proposed budget amount. Include a detailed description and calculation of how you arrived at the number of participants that will be served in individualized career services, training services, and supportive services (cost per participant for the entirety of the grant).
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. 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. Describe your indirect cost rate and how it is calculated.

5. **Criteria for Earning Profit** – Under Cost Reimbursement contracts, criteria for profit may be established by the LWDA and may be used to evaluate bidders request for payment of profit. Payment of profit to the selected bidder may be payable on a monthly, quarterly, mid-year, or end of year (closeout) basis. The bidder should propose criteria for profit and a schedule of payment as part of the budget narrative.

   In order to earn profit allotted in the grantee's budget, the grantee must provide trackable data and reports in a manner that enables the LWDA to comply with requests and reporting requirements of SCDEW and USDOL and make timely payments to vendors and employers.

   All 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)? How will your agency insure that no major purchases will be made between July 1 and October 1?

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 authorized 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 WDB 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 five years from the date of the WDB's submission of close-out reports. Assure that if any litigation, claims or audits are begun prior to expiration of the five-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 five 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 WDB. Program income must be used prior to payment of any workforce development funds. Assure that any program income earned as a result of the contract for services will be used for job training purposes only. The use of program income against workforce development services must be documentable and traceable through the financial system. It must be reported as part of the invoice.
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 bidder 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 and participant 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.

Bidders 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 bidder'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.

Budget worksheet and customer flow sheets 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 WDB 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 Development Board (WDB), or his/her designee, will address each of the following areas with the review panel before the evaluation process begins.

1. Conflict of Interest – Does any member of the panel have a conflict of interest by sitting on the evaluation panel? The following are examples of conflicts of interest: (1) Part ownership in company; (2) Family member works for or has part ownership in company; and/or (3) any other reason a member of the evaluation panel cannot give an impartial decision.

2. Independent Evaluation – Each member of the evaluation panel must score each and every proposal independently. Members may not confer with each other in determining a score and no two proposals can be compared to each other for the purposes of determining scores.

3. Rating Structure – The evaluation points for each award criteria will be assigned before the evaluation process begins.

4. Documentation of Scoring – Each member of the evaluation panel must support their reasoning with appropriate documentation and explanation.

5. Oral Presentation – The panel may feel that an oral presentation is necessary to reach a final decision

6. Protest Hearing – All decisions by the panel are subject to protest. Each member and/or the whole panel may be called upon to explain or defend each rating.

7. Confidentiality – Anything discussed during the whole evaluation process is to be considered confidential.

B. Rating System

1. Program Proposal Synopsis – 10 points

- Does the mission and vision of the Bidder match WorkLink's vision of SC Works Center operations and program delivery.
- Are the target groups clearly identified and does the bidder have the ability to reach these groups?
- Has the bidder clearly outlined the goals and objectives of the program? Has the bidder described outcomes which are acceptable?
- 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 - 30 Points**

Points will be given based on the bidder'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; and the extent to which the bidder demonstrates a history of successfully implementing workforce development programs and achieving benchmarks. This includes evidence of established, 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 bidder 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 bidder 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 WDB's service area?
- Have salaries ranges been provided for funded positions under this RFP and are appropriate for the tasks assigned. A description of benefits offered to staff is included and are reasonable.
- Does the bidder include a current organization chart and job descriptions for all budgeted staff? (Also, if applicable, the bidder has a clear plan to utilize partner staff in delivery of service.)
- Is the level of oversight and management appropriate to the number of staff and scope of the project? Is the number of staff appropriate for the level of service to be provided to customers (caseload to staff ratio)?
- Do 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 bidder provide the required education and experience required for vacant positions that will be filled if a contract is offered?
- In insuring accuracy of financial and programmatic data, do internal monitoring checks and balances seem reasonable?
- Do they have a Financial Audit report available? Is it clear of findings? If there were findings or areas of concerns, were the means to address those findings suitably resolved?
- Based on evidence provided by this RFP, does the bidder have the administrative and financial capacity to administer the WIOA program? Administrative and financial processes, procedures, and tracking capabilities are adequate and follow generally accepted accounting practices.
- For bidders who have been awarded previous contracts under WIA or WIOA, do the results of the bidder's most recent contract(s) demonstrate successful performance? Has the bidder 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 bidder? If yes, has improvement been realized in those areas and/or was the plan of correction acceptable?

- Does the Bidder 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?
- Are compliance documents (as seen on page 33 of the RFP) attached to the bidder's response?

3. **Program Design - 20 Points**

The extent to which the bidder's plan meets the expectation outlined in the scope of services. This included the bidder's capacity to provide comprehensive services that respond to the needs of the business and job seeker customers; the bidder'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 bidder include a start-up/transition plan? Is it reasonable?
- Does the bidder 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 WDB? Does the bidder confirm commitment to assisting the Board with achieving the strategic plan goals set forth by the Board?
- Does the bidder address appropriate partners (mandatory and non-mandatory) to eliminate duplication of efforts? Is there referral processes clearly described? Are appropriate partners included in the design?
- Does the bidder describe the customer-focused design? Do they structure the program in such a way that performance measures will be achieved? Do they describe how they will meet the needs of employers in their program design?
- Has the Bidder made adequate provisions in the proposal for carry over/continuation of services to participants who were enrolled in the WIA/WIOA program by previous service providers?
- Did the Bidder adequately demonstrate their capacity to deliver successful job seeker and worker participant counseling services and case management techniques? Does the bidder have the capability to provide services beyond standard case management (i.e., assessment, employability skills, etc.)? Does the bidder indicate its plan for monitoring participant progress?
- Does the bidder 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 bidder describe how they will integrate career readiness assessments (such as WIN or WorkKeys) into the WIOA program?
- Does the Bidder 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 bidder offer workshops for WIOA program participants? Does it describe how it will benefit the participants in being placed in employment and education? Are soft skills addressed with a comprehensive plan that includes job retention strategies? Does the bidder include appropriate curriculum, tools, or acceptable description of services to be delivered?
- Does the bidder 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 bidder addressed its approach to sector-based training?
- Does the bidder describe their plan to utilize classroom training? Do they describe proposed levels to receive training? Is it appropriate?

- Does the bidder describe their approach to referring to On-the-Job Training Services? Is the plan and proposed referrals numbers appropriate?
- Does the bidder present an acceptable plan for job development which demonstrates the ability to place skilled workers with employers seeking a skilled workforce?
- Has the Bidder clearly outlined the measurable goals and objectives of the program to be offered? Has the Bidder proposed specific metrics to measure performance levels (units and quality of service)?
- Did the Bidder identify how they will provide follow-up services to those that have exited out of the WIOA program? Did the Bidder include a retention portion of their program? Does it span across active and follow-up services? Is it clear, reasonable, and sustainable?
- Does the Bidder 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?
- If the bidder is subcontracting, are the agreements fully described? Are the Subcontractors delivering appropriate services for an appropriate amount?
- Did the bidder propose new reports for programmatic? Are they clear and easily understood? Are they reflective of deliverables described in the RFP? If not, did they clearly state they would use WorkLink reporting forms?
- Are proposed financial reports included, or at a minimum, described in-depth? Does the provider have the ability to provide real-time reports of ITA obligations, pending payments, and actual expenditures by program year?

4. Innovation - 10 Points

Points will be awarded based on the bidder's ability to demonstrate effective use of innovative strategies for the delivery of workforce development services, and the extent to 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 bidder offer any innovative approaches that further workforce development strategies?
- Do those innovative approaches directly influence or aid the outcomes and goals laid out in this proposal?
- Doe the innovations proposed further WorkLink WDB's strategic plan or directly benefit/engage employers?
- Are the innovative approaches described accompanied by research or supporting documentation?
- Does the bidder clearly describe their partnerships, collaborations, and referral processes? Do they include written agreements for any that have been formalized? If not, do they clearly state their plans to engage partnership and specify which partnerships will be engaged?

5. Outreach - 5 Points

Points will be awarded based on the bidder's ability to demonstrate a reasonable, executable outreach plan for WIOA workforce development services, specifically for recruiting participants into the WIOA program. 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 English language learner populations, EO and ADA groups? Does it include priority populations?
- 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?
- Do the training and supportive service line items total at least 40% of the overall budget?
- Is it clear that the bidder will be able to deliver services between reimbursements? Has the bidder demonstrated ability to safeguard federal funds? Does the bidder 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 WorkLink Workforce Development Board needs to contract with the entity?
- Does the bidder have a history which is not characterized by fraud or criminal activity of a significant nature? Does the bidder have a history which is not characterized by administrative deficiencies and/or disallowed costs? Does the bidder 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? Does the bidder present sufficient documentation to establish financial capacity?
- Do the customer and expenditure flow sheets have accompanying explanations? Is there a clear explanation of how the number of proposed customers in relationship to the number of staff and the overall requested amount of funding (or training/supportive service funding) correlate?
- Are the budgeted line item for staff, operating, and overhead costs appropriately balanced in direct relation to direct participant costs (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 WDB Staff, WDB Board members, and as appropriate, outside experts on WDB activities, utilizing a fair and objective process and adhering to federal, state and ACOG procurement policy. The WorkLink WDB will make the final decision.

3. Proposal Review Process

The proposal review process includes two distinct reviews:

1. **Technical Review:** Following receipt, all proposals will undergo a technical review by WorkLink WDB staff to determine that the proposal is properly formatted and includes all of the required sections, signatures, and related forms/attachments requested in this RFP (Form A: Proposal Checklist).

   Those proposals passing the technical review will be forwarded to the Selection Committee for evaluation. Those proposals that fail the technical review will be forwarded to the Selection Committee for final confirmation of non-responsiveness.

2. **Programmatic Review/Evaluation:** A Selection Committee (also called an ad hoc RFP Committee of the Board) comprised of WorkLink Board members with direct knowledge and experience of issues facing WorkLink's target customers will comprise the Selection Committee and provide an objective review and assessment of proposals. Proposals selected for funding will be scored and ranked based upon the evaluation criteria outlined in the RFP. Priority may be given to those proposals that illustrate innovation in delivering the most comprehensive and broadest range of services for a reasonable cost while complying with established guidelines for achieving required performance measurements.

WorkLink staff will compile funding recommendations based upon the outcome of the Selection Committee, and will forward recommendations to the WDB for final approval.

4. Contract Negotiations

The completion of this evaluation process will result in the bidders being numerically ranked. The bidder ranked first will be invited to participate in contract negotiations. If negotiations between the WDB and the first ranked bidder do not result in an agreement as to the contract terms within a reasonable timeframe, the WDB may terminate the negotiations and begin negotiations with the bidder that is next in line, and proceed down the list as necessary until an agreement is reached or the list is exhausted.

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.

5. Contract Award

Upon authorization to award the contract by the Board and completion of necessary documents, the WDB will issue a Notice to proceed to the selected bidder.

The selected bidder and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the bidder and its other members may be required to undergo an evaluation to demonstrate that the bidder uses recognized accounting and financial procedures.

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 WDB has the option to extend a contract with a Service Provider pending the following caveats are met:

- The grant should not exceed 4 total years.
- The grantee must meet or exceed performance.

- The administrative entity and the grantee must negotiate each budget year.
- The administrative entity will issue performance measures each year after negotiate with the State.
- These conditions may change pending further guidance from the State or from USDOL.

D. APPEALS PROCESS AND PROCEDURES

Any bidder who has submitted a proposal may appeal an award announcement. The process for appealing an award is as follows:

All appeals must be submitted in writing to the WDB within fifteen (15) working days of the award announcements addressed to Stephanie Collins, Board Chair (c/o: Trent Acker, SC Works Clemson, 1376 Tiger Blvd, Suite 102, Clemson, SC 29631), to review to determine merit.

In order for an appeal to be found to have merit, it must show that any substantial portion of the RFP process or a federal or state law was violated. Only appeals that cite the specific section(s) of the RFP and/or specific statutes that have been violated will be considered.

Appeals will not be accepted for any reasons other than those stated above. Appeals received after the established deadline will not be accepted. Appeals may not dispute a particular score or funding level received by the petitioning bidder, or the scores assigned to a competing bidder.

If an appeal is found to have merit, it will be evaluated by the Executive Committee of the WDB. Following the Executive Committee's evaluation, the appeal will be brought to the full WDB for review. The decision made by the WDB and approved by the County Council, where applicable, will be final.

PART 10: ATTACHMENTS AND FORMS

WorkLink Information and Attachments to RFP:

I. WorkLink 2015 Strategic Plan
II. WIOA Terms and Conditions
III. WIOA Terms and Conditions – Local Addendum

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 G – Proposal Rating Sheet

SC WORKS | BRINGING EMPLOYERS AND JOB SEEKERS TOGETHER
WORKLINK
ANDERSON•OCONEE•PICKENS

Request for Proposal
#18-WIOA-03

OneStop Operator

Funded by:
Title I of the Workforce Innovation and Opportunity Act of 2014

Program Year 2019
(July 1, 2019 – June 30, 2020 with extension options)

Administered by:
WorkLink Workforce Development Board
1376 Tiger Blvd, Suite 102
Clemson, SC 29631
(864) 646-1515 TTY 711
www.worklinkweb.com
Trent Acker, Executive Director

An Equal Opportunity Employer / Program

Auxiliary aids and services are available upon request to those with disabilities.

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PART 1: INTRODUCTION

A. Purpose

The WorkLink Workforce Development Board (hereafter "WorkLink," "WorkLink WDB," and "WDB"), serving Anderson, Oconee, and Pickens Counties, is seeking proposals from organizations to operate and manage the SC Works Centers, authorized and funded under the Workforce Innovation and Opportunity Act (hereafter "WIOA") of 2014. Funding for this Request for Proposals (RFP) and any grant(s) awarded to successful bidders is subject to federal allocation amounts awarded to the local area. **Any significant changes made to this request for proposals will be posted to the following website:** http://www.worklinkweb.com/welcome/request-for-proposals/.

Workforce development minded organizations with or without previous experience as a service provider 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.

B. Disclaimer

President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA) into law on July 22, 2014. 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. 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.

All proposed services under this RFP 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 WDB. This request for proposals, any bids submitted by bidders to this request, and any final grants negotiated with the successful bidder(s) as a result of this proposal is subject to final laws and regulations. Successful bidders must be willing to change their services and/or service delivery model at any time in order to come into compliance with those laws and regulations.

C. Contact Information

The sole point of contact for information on this program is:

Jennifer Kelly, Assistant Director
WorkLink Workforce Development 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 Bidder.*

PART 2: BACKGROUND INFORMATION

A. Governing Authority

The WorkLink WDB was formed as a result of the Workforce Innovation and Opportunity Act (WIOA) of 2014. The County Council local elected officials (LEOs) and the WorkLink WDB work in partnership to set policy for the region and all eligible WIOA participants. The WorkLink WDB 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 WDB 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 WDB currently has a staff of five (5) individuals that carry out the business of the Board including oversight and monitoring of the contracts awarded to outside entities. **For more information about WorkLink WDB, visit:** www.worklinkweb.com.

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** (Attachment I "WorkLink 2015 Strategic Plan") – The WorkLink WDB has adopted a five-year strategic plan, finalized in July 2015. Out of this plan came the WDB's four main goals:
   - Improve the skill level of the workforce to meet the demands of business and industry.
   - Increase employer engagement in WDB and WDB Activities.
   - Build upon existing partnerships and collaborations between workforce system service providers to better integrate the workforce development system.
   - Increase and improve outreach to inform and promote the SC Works Centers services and activities pertaining to workforce development.

3. **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, welfare recipients transitioning to employment, and other priority populations. 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.

   More information about the responsibilities of the Local Workforce Development Board may be found at the following links:
   - *Leadership and Governance Fact Sheet*
     https://doleta.gov/wioa/Docs/WIOA_GovernLeadership_FactSheet.pdf
   - *Local Board Responsibilities*
     https://ion.workforcegps.org/resources/2017/03/17/13/42/Understanding-Board-Requirements

4. **Administrative Entity**
   The South Carolina Appalachian Council of Governments (ACOG) is WorkLink's Administrative Entity and Fiscal Agent. All grants and contracts are entered into with the ACOG on behalf of the WorkLink WDB. If any changes occur with WorkLink's administrative entity, a new contract will be executed with the service provider for the remaining timeframe outlined in this proposal.

5. **Local Considerations**
   From time to time, WorkLink will pursue grants that it believes supports the mission and the vision of the WDB. In these instances, the successful bidder may be asked to collaborate with these grants as needed and as allowable by WIOA rules and regulations.

   WorkLink WDB 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 successful bidder must be willing to work with the WDB to arrange for additional service points and/or re-location of service points so that services to the community will not lapse.

6. **State Considerations**
   The Trade Adjustment Act administered by SC Department of Employment and Workforce is a partner in the SC Works System. Requirements regarding services available and co-enrollment with WIOA change from time to time. 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.

7. **Federal Considerations**
   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 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.

   Veterans 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) are 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.

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 above 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 Tu 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	Anderson Interfaith Ministries United Ways of Anderson County, Pickens County, and Oconee County Anderson, Oconee, and Pickens County Library Systems The Dream Center of Pickens SHARE

Other locations (comprehensive, satellites, or access points sites) may be determined and/or approved by the Board. The selected bidder will be notified of any changes. The selected bidder may also lead initiatives on new access points in the community.

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 Unemployment Insurance (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 that are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

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 SWDB);
- 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 bullets 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

WIOA funding is in part based on achieving performance measures regarding employment and training. The grant recipient will be responsible for the follow-up and performance measures data for WIOA measures and should be prepared to track the data internally in order to ensure that performance measures will be met. WIOA performance measures are as follows:

- **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. *Defined as:* 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. *Defined as:* 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.

4. WorkLink LWDA PY2018 & PY2019 Performance Goals

Below are the performance measures for WorkLink for PY18 and PY19. 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.

PY19	**Adult**	**Dislocated Worker**
Employment 2nd Qtr after Exit	76.8	80.1
Employment 4th Qtr after Exit	73.0	76.0
Median Earnings 2nd Quarter after Exit	$5,301	$6,500
Credential Attainment within 4 Qtrs after Exit	51.9	48.6
Measurable Skills Gains	Pending	Pending

*These levels are subject to change each program year.

The WorkLink Workforce Development Board requires that the selected bidder maintain a minimum overall "Satisfactory" customer service satisfaction rating from job seekers and employers.

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 Bidder's Conference.

PART 4: SCOPE OF SERVICES AND OPERATIONS

The Scope of Services required for the SC Works Systems Operator will include, but are not limited to:

A. SC Works Operator Role

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 agreed upon by our local elected officials.

Under this RFP:

- The SC Works Operator shall insure that employers have appropriate access to facilities and receive the highest level of service when engaged with the SC Works Centers.
- The Operator shall insure access to the labor market data, information and analysis, job search access, placement, recruitment, and other labor exchange services authorized by Wagner-Peyser. Wagner-Peyser services are mandated to co-locate within the SC Works Centers.
- The Operator shall provide information and access to programs and activities carried out by SC Works partners as described in the Memorandum of Understanding between the local WDB and the local elected officials.
- The Operator shall insure that SC Works partners, on an ongoing basis, deliver quality and timely career services in the SC Works Centers.
- The Operator shall insure customer access to information regarding training services offered in the WorkLink region.
- The Operator shall insure that all Center locations (including Satellites, Access Points, and SC Works On-the-Go Services sites), services, and outreach materials are accurate, ADA and EO compliant.
- The Operator shall serve as the face of the SC Works Centers (and the collaboration of all partners) in the community, attending and presenting information to organizations and businesses about SC Works and its offerings.
- The Operator shall serve as an "event manager" for workforce development activities planned in the WorkLink community, assessing the events for appropriate partner representation, and coordinating coverage of those community events with identified partners.

For more information about the role of the Operator, please reference US Department of Labor's Training and Employment Guidance Letter 16-16, "One-Stop Operations Guidance for the American Job Center Network."

1. **WorkLink WDB Strategic Plan**
   The SC Works Operator supports the WorkLink WDB in achieving strategic plan goals and action items set forth by the WorkLink WDB.

2. **One Stop Certification**
   The SC Works Operator shall achieve the major work components and standards necessary to acquire and maintain One Stop Certification Standards. These standards are:
   - One Stop Management Standards
   - Systems Standards for Employer Services
   - System Standards for Job Seeker Services

   Under this component, the Operator is responsible for coordinating with the WorkLink WDB 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. (For more information about the One Stop Certification Standards, see State Instruction Letter 16-09. https://www.scworks.org/docs2.asp)

3. **Oversight of the SC Works System**
   The Operator will coordinate, facilitate, promote, design, and expedite services for the WorkLink WDB's designated SC Works Centers. The Operator will work in close partnership with the WorkLink WDB staff and partners to provide guidance and leadership to the SC Works system to achieve the following outcomes:
   - Represent the SC Works Centers (and the collaboration of all partners) in the community, attending and presenting information to organizations and businesses about SC Works and its offerings;
   - Manage workforce development activities planned in the WorkLink community, assessing the events for appropriate partner representation, and coordinating coverage of those community events with identified partners;
   - Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;
   - Provide access and opportunities to job seekers, including individuals with barriers to employment, as defined in section 3(24) of WIOA, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;
   - Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
   - Participate in rigorous evaluations that support continuous improvement of SC Works Centers by identifying which strategies work better for different populations; and
   - Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.

4. **Partner Coordination** (see Attachment II – Memorandum of Understanding)
   The SC Works Operator selected through this procurement will coordinate an integrated system of SC Works services offered by the required and additional SC Works Partners. The selected Operator will incorporate into the

system of partners, workforce development agencies, economic development offices, businesses, and community agencies that will seek to meet the needs of both employers and job seekers in the WorkLink region.

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
- Youth Build

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 will 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. The Operator will manage the dispute resolution process on behalf of all partner programs in the SC Works Centers, ensuring all partners are treated equitably, and not showing favoritism.

Partner Requirements:
The SC Works Operator will assist the WorkLink WDB in setting the Center budget and negotiating Individual Funding Agreements (IFAs) with partners. The SC Works Operator will collaborate with WDB staff to finalize the MOU for the local elected officials and the cost allocation plan with partners each year.

Partners are expected to make a commitment to support the following:

- A strong entrepreneurial approach designed to serve the customer, simplifying governmental systems;
- Sharing in the cost of Center operations;
- Bringing funded or in-kind resources if appropriate;
- 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;
- Participating in outreach and recruitment efforts for mutual customers;
- 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 WDB, will drive the formation of an integrated, innovative SC Works System.

5. SC Works Center Management

The Operator will provide functional management and oversight of the partnership of agencies that comprise the SC Works Center system. The Operator is responsible for implementing and managing the SC Works system under policies and guidelines established by the WorkLink WDB, the State Workforce Development Board, the offices of SCDEW, and the Federal government. For more information on Functional Supervision, see State Instruction Letter 11-11. (https://www.scworks.org/docs2.asp)

The Operator:

- Ensures timely communication of partner and employer information to all SC Works Center staff.
- Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the SC Works system.
- Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
- Organizes and integrates SC Works system services by function (rather than by program), when permitted by a program's authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts.
    - Functional alignment includes having SC Works Center staff that perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
    - Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
    - Integrated SC Works Centers also ensure that:
        - Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.
        - Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs'

services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.

- Center staff is routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the WorkLink WDB, as well as within the SC Works Center network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

6. Employer Service Coordination

In conjunction with local SC DEW Wagner-Peyser staff and WorkLink WDB, the Operator will coordinate services, 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.
- Coordinating and supporting partner's business service efforts as it relates to the SC Works Center.

7. Services To Be Provided To Employers

WorkLink SC Works Centers will 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 in conjunction 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 SC Works sites will 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) will 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 WDB 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 services;
- 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 WDB 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 will 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 WDB prior to implementation.

The Operator will work 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

8. 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.

a. Accessibility

The Selected Operator 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.

b. *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. Center hours may be adjusted at the Board's discretion. In the event that services are required during non-mandated Center hours, the selected Operator will coordinate with partners and program staff to offer necessary services during those times.

c. Resource Room

The Operator will ensure career and training services are available in the SC Works Centers. 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 will 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 WDB staff approval prior to implementation.

Special equipment should be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, should be available upon request to individuals with disabilities. The physical layout of the room must meet ADA requirements.

The Operator will 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).

d. SC Works Orientation

The selected Operator will 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.

e. Workshops

The SC Works Centers will 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, including at a minimum one financial workshop per month.

9. Establishing Workforce Services in the Community

In addition to the comprehensive SC Works Center and affiliated SC Works satellite sites, the Operator will establish, maintain, and coordinate services through:

a. *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 will make such SC Works basic 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, and coordinating partner delivery of services. The use of laptops to provide services are not required, but may be used at the discretion of the selected Operator.

b. *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.

10. Outreach

The selected Operator will develop an outreach plan, both for the general population and for priority populations as appropriate, that shall include development of brochures (in addition to, but not duplicative of WDB or State mandated brochures), PowerPoint presentations, community-based print and radio ads, and if appropriate, website information detailing business offerings and an overall strategy for announcing the resources of the SC Works System. All materials produced and published must be approved and shared with the WDB staff. The selected Operator will use all mandated brochures developed by the WDB or the State.

The SC Works Center will 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 WDB maintains a website (www.worklinkweb.com) 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 will establish and maintain a Limited English Proficiency Plan, including services for individuals with a hearing impairment. The Operator will be required to train all staff on how to use the Limited English Proficiency plan.

11. Special Grants and Outside Sources of Funding

The SC Works Operator will assist in developing a cost allocation plan for the SC Works system operations, and will support the incorporation of resource development and fund diversification into the SC Works system. In partnership with the WDB, the Operator may identify and secure resources (such as grants and private funding) to support the efforts of the WDB in developing best strategies to meet the needs of WorkLink residents.

B. Deliverables

The Contractor will be required to provide the following deliverables:

1. One Stop Certification of all Centers
2. Executed Infrastructure Funding Agreements (in partnership with WorkLink WDB staff)
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, WDB 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 WDB staff
10. Workshop schedules on a monthly basis
11. Partner coverage for resource rooms
12. Partner Resource Manual or equivalent for staff and partners
13. Up-to-date and executed Outreach plan for the SC Works Centers
14. Expend a minimum of 90% of total grant
15. 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 WDB.)

Financial Reports: Financial reports will be prepared and submitted to the WDB office by the 10th day of the following month. Financial Reports include:

- Monthly Request for Payment
- FSR-S form
- General Ledger Detail
- YTD Expenditure Reports
- Contract Obligations by Fund Stream

PART 5: CONTRACTOR REQUIREMENTS (See Attachment III & IV, WIOA Terms and Conditions)

A. Record of Hours Worked or Time Sheet

Program managers 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 Program Manager should support the continued professional development of it's 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.

The WorkLink Workforce Development Board will provide training for selected bidders with regard to eligibility, reporting requirements, SCWOS forms, participant activity codes, case notes, performance, etc. Program management will be required to abide by all requirements of the South Carolina Works Online System (SCWOS) manual and/or instructions issued by SC DEW and/or WorkLink WDB.

C. Program Administration Requirements

1. *Fiscal Record Keeping*

   The bidder's administrative and fiscal capabilities will be assessed by a preliminary review of compliance documents (reference number 6, "Documents Required of Selected Bidders"), which must be completed before Contracts are finalized. WorkLink staff may visit or request supporting documentation from the offering entity to affirm certain items of the survey. Any serious discrepancies found will be brought to the attention of the WorkLink Workforce Development Board prior to finalizing the contract award and could result in the cancellation of the commitment to fund.

2. *Subcontracting*

   The bidder may purchase or subcontract for the services and/or activities specified in the Scope of Work and Budget of the contract only with the prior written approval of such subcontracts and subcontractors by the WDB, and in accordance with procurement requirements in the Uniform Guidance (2 CFR 200) and the SC Appalachian Council of Governments procurement policy. The bidder, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the WDB is in no way liable to the subcontractor. In order to assure the WDB of strict performance of this Section, the bidder must submit to the WDB subcontract agreements for review upon request.

3. *Reporting*

   All selected bidders will be required to provide monthly, bi-monthly, or quarterly progress reports of program performance and expenditures in comparison to the deliverables agreed upon in the grant. WorkLink has forms that may be used by the selected bidder, or the selected bidder may propose their own reporting forms.

Selected bidders awarded a grant will be required to submit a Monthly Request for Payment Invoice and Financial Status Report – Supplemental form to the WorkLink Workforce Development Board staff by the 10th calendar day of each month. Appropriate supporting backup documentation for the requested payment must be attached to each invoice submitted. Successful bidders awarded a grant will also be required to submit an Annual Financial Closeout Report to WDB Staff by August 10 (or the Friday before).

4. *Audits*
   In accordance 2 CFR 200, Subpart F – Audit Requirements, successful bidders must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

5. *Monitoring & Evaluation*
   Successful bidders 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 bidders will be required to provide the following compliance documents as part of their response to this RFP:

   Organizational Information
   - Federal ID Number
   - Organization's Mission and Vision Statements
   - Charter and by-laws of organization
   - List of current board members of governing body
   - Evidence of signatory authority (Form Attached)

   Fiscal Responsibility
   - Financial reporting signatory authority (Form Attached)
   - Banking agreements**
   - Current fiscal statement and copy of last audit
   - Copy of indirect cost plan and approval letter by cognizant agency
   - Copy of General Liability Insurance Policy

   Certifications & Assurances
   - Bonding agreement
   - Suspension and debarment certification (Form Attached)
   - Certification of drug free work place (Form Attached)
   - Certification of lobbying activities (Form Attached)

   Personnel and Oversight
   - Organizational chart
   - Job Descriptions of Personnel Funded by WIOA (fully or partially)
   - Staff cost allocation plan/rate for staff providing services in or on behalf of the WorkLink region (Form Attached)
   - Staff/personnel policies, including travel
   - Grievance procedures

***The bidder 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. Non-submittal of documents may disqualify a bidder from receiving a grant award.

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 bidder from requirements that it be authorized and/or licensed to do business in the State; by submission of its signed application, the bidder 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 bidders who include indirect costs as a part of their application budget must have an indirect cost plan approved by their cognizant agency. Bidders must include a listing of all items included in the indirect cost pool.

9. *Participant Time and Attendance*
   Successful bidders awarded a grant will be required to document participant's time and attendance throughout the period the participant is receiving training or supportive services. Participants abide by the attendance policy of the training provider. Time sheets must be signed by the participant and verified by the case manager, classroom instructor, training, or worksite supervisor, and maintained in the customer's official WIOA file folder.

10. *Participant Files*
    Successful bidders awarded a grant will be required to maintain WIOA participant files (either in a hard file or electronic file) as specified in any contractual agreement resulting from this RFP.

11. *Payments Made on Behalf of Participants*
    Participants may be eligible to receive supportive service payments and/or needs-based payments. Bidders will be required to make sure that there are checks and balances between the maintenance of timesheets or other source documents, and the cutting and distribution of checks on behalf of the participants. Failure to document fully the basis for issuing any of the aforementioned payments made on behalf of participants may result in disallowed costs. The contractor must reimburse disallowed costs to the local Workforce Development Area from Non-WIOA fund sources.

12. *Insurance for Participants*
    The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIOA participants participating in training conducted in a typical classroom training environment, and for WIOA participants while they are participating in training conducted in a typical work experience or limited internship mode (generally, training conducted on an employer's work site).

13. *Refund Policy*

Bidders who become contractors will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition-based training concludes early.

14. *Type of Contract*

a. Cost Reimbursement Based Proposals
b. 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.
c. Criteria for Earning Profit – Under Cost Reimbursement contracts, criteria for profit may be established by the LWDA and may be used to evaluate bidders 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 LWDA 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*

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.

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 selected bidder 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.

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 laid out by the Federal Government.

16. *Regulations and Requirements*

The selected bidder 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, including 2 CFR Appendix II to part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards
iv. 48 CFR Part 31 (applies to commercial organizations);
v. 29 CFR Part 95 refer to 2 CFR 200;
vi. 29 CFR Part 97 refer to 2 CFR 200;

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. "Jobs for Veterans Act," (38 U.S.C. §4215) and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
xii. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 38);
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; Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
xv. Equal Pay Act of 1963, as amended;
xvi. 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA);
xvii. 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;
xviii. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
xix. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
xx. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

PART 6: PROPOSAL APPLICATION & SUBMISSION INSTRUCTIONS

A. Funding Available

Estimated Total Funding for WIOA One Stop Operator = $95,000

Funding Considerations:

- Funding levels identified in this RFP are preliminary estimates and are used for planning purposes only. Total final contract amounts are subject to local allocations for PY19.
- WIOA allows for up to 100% transfer between Adult to Dislocated Worker funding. The Bidder may propose the desired funding split between Adults and DWs.
- WorkLink awards contracts based on allocations approved by the State at the beginning of each program year, and has historically had additional funds available in mid-October. The Selected Bidder will be given an opportunity each fall to request additional funds to serve customers.
- The selected bidder will be expected to expend no less than 90% of their total budget each program year with the understanding that the 100% expenditure of the grant is the goal.
- No large purchases may be made between July 1 and September 30 each program year.
- Caps for salary, fringe, insurance, fees, profit, and indirect costs may be negotiated and finalized during the grant award negotiations process.

B. Eligible Applicants

RFPs will be accepted from entities that can demonstrate the administrative and management capability to successfully provide the services identified in this RFP.

To be eligible to receive funds made available to operate a One Stop Center, a bidder must meet the following:

- 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 maintained fiscal integrity, AND has operated a One Stop System/Center for more than two years OR can demonstrate successful performance in operating similar employment and training focused centers for more than two years.); OR
- Be a consortium of entities which includes, at a minimum, three 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 submission of their bid to meeting the following conditions:

- Discloses any potential conflicts of interest arising from the relationship of the Operator with particular partners or service providers;
- Does not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services;
- Complies with Federal regulations, and procurement policies, relating to the calculation and use of profits;
- Has the ability to fulfill Contract requirements, including the indemnification and insurance requirements;
- Has the ability to maintain adequate files and records and meet reporting requirements;
- Has the administrative and fiscal capacity to provide and manage the proposed services and to ensure an adequate audit trail; and
- Meets other presentation and participation requirements listed in this RFP.

C. Significant Dates

Detailed timeline is as follows:

Event	Date	Time* (if applicable)
Request for Proposals Issued	October 16, 2018	
Deadline to submit Technical RFP Questions	November 7, 2018	5:00PM
Bidder's Conference and Questions Posted on WorkLink WDB Website *Questions posted on WorkLink WDB website within 24 hours*	November 13, 2018	3:45PM
Deadline for Receipt of Formal Applications or Letter of Non-Reply due to WorkLink WDB	December 11, 2018	3:00PM
Formal Review Process of Applications Begins	December 12, 2018	10:00AM
Bidders' Presentations to RFP Committee	January 23, 2019	1:00PM**
WorkLink WDB Votes to Approve Recommendation	February 8, 2019	1:00PM
Written Notification to Successful Bidders	February 9, 2019	
Contract Negotiations begin	February 9, 2019	
Compliance Documents due and Contracts Issued	June 27, 2019	
Program Year 2019 Contract Begins	July 1, 2019	

*All times denoted are in Eastern Standard Time.
**Times will be scheduled with each bidder by January 9, 2019. Presentations will only be scheduled if deemed necessary to adequately score proposals.

MANDATORY BIDDER'S CONFERENCE
** DOORS WILL BE SHUT AND NO OTHERS WILL BE ADMITTED AFTER 3:45PM**

All technical questions regarding this RFP must be submitted no later than 5:00PM, November 7, 2018.

A Mandatory bidder's conference is scheduled for 3:45PM, November 13, 2018 at the Pendleton Library located at 650 South Mechanic Street, Pendleton, SC 29670 for the One Stop Operator Bid. Location changes will be posted on the WorkLink website.

All bidders are required to attend either in-person or via web conference.
A conference call option will be available upon request. As with all technology, we cannot guarantee the quality or connectivity of the web conference.
Conference call requests must be made via email by the November 7, 2018 technical questions deadline.

All questions submitted by 5:00PM, November 7, 2018 will be answered at the bidder's conference, November 13, 2018 and posted on the WorkLink website no later than 5:00PM the following day, November 14, 2018.

RFP RESPONSE DUE DATE: December 11, 2019, 3:00PM (EST)

BIDDER'S PRESENTATIONS
Any bidder may be requested to make an oral presentation of their application to the WorkLink Workforce Development Board's RFP Review Committee after the Application opening. Such presentations provide an opportunity for the bidder to clarify their application and to ensure mutual understanding. The Appalachian Council of Governments staff will schedule these presentations, if required. January 23, 2019 has been reserved for this purpose.

D. Proposal Conditions

1. Contingencies

Funding for this program is contingent on state, federal, and local funding. This RFP does not commit WorkLink WDB or ACOG to award a contract. WorkLink WDB reserves the right to accept or reject any or all proposals if WorkLink WDB determines it is in the best interest of the LWDA to do so. WorkLink WDB will notify all bidders, in writing, if the WorkLink WDB 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 WDB website.

3. **Incurred Costs**
   This RFP does not commit WorkLink WDB to pay any costs incurred in the preparation of a response to this proposal request, and the bidder agrees that all costs incurred in developing this proposal are the bidder's responsibility.

4. **Proposal Confidentiality**
   Bidders should be aware that proposals are subject to the Freedom of Information Act (FOIA). If any proposal contains trade secrets or other information, which is proprietary by law, the bidder must notify WorkLink WDB of its request to keep that information confidential. 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. In the event a public records request is made for information designated by the Bidder as confidential or proprietary, WorkLink will communicate with the Bidder.

5. **Negotiations**
   WorkLink WDB may require the bidder(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.

6. **Level of Service**
   For any bidder awarded as a result of this RFP, no minimum or maximum number of referrals can be guaranteed by the WorkLink WDB.

7. **Inaccuracies and Misrepresentations**
   If, in the course of the RFP process or in the administration of a resulting Contract, WorkLink WDB determines that the Contractor has made a material misstatement or misrepresentation, or that materially inaccurate information has been provided to the WorkLink WDB, 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.

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 WDB reserves the right to reject any or all proposals. WorkLink WDB realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the WorkLink area. While cost may not be the primary factor in the evaluation process, it is an important factor.

9. **Price Not Determinative**
   The WorkLink Workforce Development Board reserves the right to select such bidders 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 Development Area's best interest. (See no. 7 below for further details.)

10. Formal Agreement

The selected bidder will be required to enter into a formal agreement with the ACOG and subsequently, WorkLink WDB. In submitting a response to this RFP, the Bidder will be deemed to have agreed to each term and condition mentioned in this RFP unless the proposal identifies an objection and WorkLink WDB 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 WDB 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 WDB.

E. Award Consideration and Award Period

The primary consideration of this RFP is to seek proposals that offer innovative approaches to operating a One Stop System that result in jobseekers gaining skills, credentials, employment, retention, and higher wages; and employers finding the skilled workers that they need.

The anticipated contract period is July 1, 2019 through June 30, 2020; this term may vary depending on extensions granted by the WorkLink WDB.

F. Preparing a Proposal

1. 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."

2. No Request Proposal Reply

Any person or entity that receives release of notification of WorkLink RFP 18-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 Development Board by the cited deadline for receipt of applications on Tuesday, December 11, 2018. 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.

3. RFP Response Package

For bidder's convenience the RFP and its attachments are located on the website (worklink.SC Works.org). The bidder 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.

4. Format for Application

The bidder should follow the Proposal Checklist to put the proposal together.

Bidders should use the following formatting guidelines:

- Font: 12 point – Times New Roman
- Spacing: Double Spaced
- Pages: Single sided and numbered (do not number the title page and table of contents)
- Margins: 1 inch
- Paper: 8 ½ x 11

Applications are to be prepared simply and in a manner designed to provide a straightforward presentation of the bidder's capability and intention to satisfy the requirements of this RFP. Therefore, the bidder's application must follow the RFP format as closely as practicable. Failure to provide all the information requested by the RFP may result in the application being deemed Non-Responsive and thus eliminating it from funding consideration.

5. Presentations

Any bidder may be requested to make an oral presentation of their application to the WorkLink Workforce Development Board's RFP Review Committee after the Application opening. Such presentations provide an opportunity for the bidder to clarify their application and to ensure mutual understanding. The Appalachian Council of Governments staff will schedule these presentations, if required. January 23, 2019 has been reserved for this purpose.

6. Appeal/Protest Policy

Bidders dissatisfied with the decisions regarding contract award and/or other aspects of the procurement process may appeal to the WorkLink Workforce Development Board Executive Committee. A written appeal must be received within 15 days of the date of the letter notifying the bidders of the decision.

7. 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.**

8. 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 bidder 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 WDB will not advise a bidder (outside of preliminary review) that his/her proposal is incomplete prior to rating or disqualification.

9. Responsiveness of Applications

a. Applications will be opened and a preliminary review for responsiveness will be conducted by the WorkLink Workforce Development Board staff as stated in the significant date's section of this RFP.
b. Bidders will be notified regarding non-responsive applications within 24 hours. Notification will be sent to the contact person listed on the cover sheet. A valid email address is required for this notification.
c. Once an application has been deemed responsive by the preliminary review, applications will then be reviewed by an ad hoc RFP review committee of the WorkLink Workforce Development Board, and rated based on the criteria established in Part Nine of this RFP, Evaluation Criteria and Rating System.

G. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Bidder's responsibility to ensure that its proposal arrives on or before the specified time. All proposals and materials submitted become the property of WorkLink WDB. All proposals shall be submitted in the name of the entity with legal authority to execute the contract should it be awarded.

Submission requirements:

1. All bidders must submit a proposal original (not duplicated from other sources) and developed within the past forty five (45) days.
2. Each bidder is to submit an original and eleven (11) typed copies of each application under seal.
3. The original of each application should have an original signature and be clearly marked "Original Copy" on the outside of the binder.
4. 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.
5. Each proposal must include a table of contents with numbered pages.
6. The bidder is required to have typed or legibly written on the envelope or wrapping containing the proposals the RFP number, the RFP date (December 11, 2018), and the program and activity for which funding is being requested.

SUBMIT TO: WorkLink Workforce Development Board
Attn: Jennifer Kelly, Assistant Director
1376 Tiger Blvd, Suite 102
Clemson, SC 29631
jkelly@worklinkweb.com

LABEL: Outside of sealed proposal package must be marked in accordance with this example:

ABC, Inc.
100 My Road
My Town, SC 29670
RFP #18-WIOA-02, December 11, 2019
Adult & DW Workforce Innovation and Opportunity Act Services

DUE DATE: **December 11, 2019, 3:00PM (EST)**

The RFP can be downloaded from the WorkLink website at: http://www.worklinkweb.com/welcome/request-for-proposals/. All proposals must be received by the due date and time. Proposals delivered in person will be timestamped by WorkLink staff. Proposals received after the due date and time specified will be disqualified from this RFP process and be returned unopened to the sender.

PART 7: PROPOSAL NARRATIVE INSTRUCTIONS

Important Note: Those Bidders 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 Bidder to miss the WorkLink WDB'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 Bidder'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 Bidder'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 Bidder intends to accomplish as the Operator 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 – 25 Points

A. Experience

1. Description of the Bidder- Briefly describe your organization's mission, history, and accomplishments. What are 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 Bidder's current professional service delivery sites.
   - How offering services in response to the RFP will fit into the Bidder'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 customers 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 Bidder that demonstrates the capability of the Bidder to serve as a One Stop or American Job Center Operator, including functional supervision of partner programs in the Center(s); OR describe your experience managing, administering and operating a facility and associated services similar to a One Stop Center described 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 Bidders 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.

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 partner staff, specifically 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 One Stop 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 deliverable's progress to the Administrative Entity and to others having a need to know.

3. Fiscal Management and Reporting Capacity - Describe the process the Bidder uses or proposes to use on site to timely capture and report fiscal information to the WorkLink WDB'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 Bidder will internally track both actual and projected obligations and encumbrances for WIOA and the reporting system the Bidder proposes to use to coordinate timing for meeting financial commitments of the Bidder with the Administrative Entity's responsibility to account for WIOA funding.
   c. Describe the Bidder'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 One-Stop Systems, or comparable experience, for the last three years by completing Form D, Past Performance.

III. Program Design – 15 Points

A. For Bidders not currently providing services for SC Works Operator, 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, including priority populations.

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 Bidder'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 be involved in workforce development related activities. How will you be the "face" of SC Works and make sure partners are represented? Describe how you will manage workforce development activities on behalf of the system, ensuring that workforce-focused events have appropriate levels of coverage and partner representation.

3. Describe how you plan to coordinate Employer Services in conjunction with DEW Wagner-Peyser staff and the WorkLink Development Board Business Service Representative. What employer services will be given priority? Will there be any fee-based services available?

4. 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.

5. 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.

6. 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? How will you ensure Career Pathways are incorporated into the Centers?

7. In addition to those required functions described in the RFP, what innovations would you introduce to meet the vision of the WorkLink WDB? Provide success stories, research, and/or other supporting documentation.

8. Describe your plans to ensure that all SC Works Centers meet performance measures. Specifically, how the WIOA program will meet performance measures and what role the Operator will have in assisting the program provider in achieving these goals.

9. 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.

SC Works Functional Supervision

10. Describe your plan and approach to delivering Career Services and Training Services. Include the services you will provide, and a general description of how they will be provided. Include locations, access points, and a staffing plan, both as the Operator and staffing the resource rooms (partner staff may be used in the staffing plan). How will you use technology? What partnerships are key to the delivery of services, including a description of their role in your vision? 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.

11. Describe your management philosophy as it relates to functional supervision. How will you ensure partners have input into Center decisions? How will you encourage and foster integration and functional teams? Describe any functional teams that the Operator plans to initiate, and how will you ensure that it is productive and sustainable. How will your organization evaluate the existing resources and programs to reduce duplication and foster a common intake?

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 career and employer services required under WIOA. How will the Bidder provide information to the public on the full array of WIOA and other federal/state program services and encourage their use? How will the Bidder ensure that applicants that cannot be served by the Bidder's program are referred to appropriate services elsewhere? Include how the Bidder will ensure all referrals are tracked and outcomes documented.

13. 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 is 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.

14. Describe any partnerships that you perceive to be essential to the success to the project that you propose. Who is to be involved? What are the roles and responsibilities of each partner? If available, include letters of support from the partners and any Memorandum of Agreements that may already be in place. Describe how you will coordinate services and collaborate with the WIOA required partners and how you propose to recruit additional partners as needed to address the identified needs of the target population.

15. Describe your plans to accomplish the following (include timelines if applicable):
    a. Establish customer service expectations, surveys, and strategies for improvement;
    b. Evaluate and draft a Business Plan for each SC Works Center;
    c. Achieve and/or maintain One-Stop Certification Standards;
    d. Draft and execute Standard Operating Procedures;
    e. Draft and execute Staff Training Plans for Center staff including partners;
    f. Establish Resource Room Schedules;
    g. Establish One stop Center communication protocols;
    h. Provide ongoing workshops/soft skills training;
    i. Incorporate the State's and WorkLink WDB's Strategic Plans into Service Delivery;
    j. Investigate and implement best practices for employers and job seekers;
    k. Establish connections with community partners and share with Center staff;
    l. Establish and ensure compliance with ADA laws; and
    m. Establish and maintain Access Points.

16. Describe how the Bidder's on-site staff will balance their responsibilities to their employer and to being responsive to the WorkLink WDB, if offered a contract.

17. Describe what data, metrics, reports, etc. the Bidder plans to use to reach target performance levels.

18. Describe what data, metrics, reports, etc. the Bidder plans to provide in its progress reports to the WorkLink WDB staff (and as requested) in person at the WorkLink WDB meetings.

19. Describe how the Bidder 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 WDB Administrative Entity staff.

20. Describe how you will ensure timely communication is given to all SC Works Center staff (and community partners as appropriate), including employer and partner information?

21. Describe how the Operator will manage disputes that may arise among partners. How will the Bidder ensure that a firewall exists between the Operator and the program services offered in the SC Works Centers? How will the Bidder avoid favoritism?

Innovation

22. 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.

23. Describe any future innovation(s) that you envision implementing should you be awarded a contract under this RFP. Describe how these innovations match WorkLink WDB priorities for jobseekers, industry sectors, career pathways, and methods of service delivery. Describe how innovations would improve the effectiveness of workforce services delivered to jobseekers requesting assistance through the SC Works system.

Subcontracts

24. 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 Bidder will ensure that target customer groups in local communities are aware of the SC Works and WIOA services. Describe how you will conduct outreach to hard-to-reach communities and to priority populations within the WorkLink region.

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 – 15 Points

A. Describe your organization's current level of partnership with each of the WIOA mandated partners in your local Workforce Development 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. If your organization is not located within the WorkLink area, describe partnerships you currently have in your local area.

C. Workforce Development is about preparing the workforce to meet Employer needs. Describe 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.

E. Describe the partner referral system you will put in place within the SC Works Centers and throughout the SC Works System, including partnership agreements.

VI. Budget -25 Points

A. The WorkLink WDB will enter into contracts for services beginning July 1, 2019, and ending June 30, 2020 with options for extension. Please provide information for the duration of the funding period for:

1. Amount of Funds Requested from the WorkLink WDB: $_____
2. Provide the Total Project Budget for proposed services: $_____
3. Total Matching Funds for proposed services: $_____

B. All Bidders 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 Bidders 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 Bidder 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. Provide salary ranges for each position included in the budget. Provide cost of living and merit based increase methodologies and frequency for receipt. Describe how health care and other employee benefits will be calculated and billed.

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 LWDA and may be used to evaluate Bidders request for payment of profit. Payment of profit to the selected Bidder may be payable on a monthly, quarterly, mid-year, or end of year (closeout) basis. The Bidder should propose criteria for profit and a schedule of payment as part of the budget narrative.

In order to earn profit allotted in the grantee's budget, the grantee must provide trackable data and reports upon request in a manner that enables the LWDA to comply with requests and reporting requirements of SCDEW and USDOL and make timely payments to vendors and employers.
All 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)? How will your agency insure that no major purchases will be made between July 1 and October 1?

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 WDB 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 WDB's submission of close-out reports. Assure that if any litigation, claims or audits are begun prior to expiration of the three-year period that all records shall be retained until such litigation, claims or audits relating to the records have been resolved. Assure that records relating to non-expendable personal property that are authorized to be purchased with workforce development funds will be retained for at least three years after the final disposition of the property.

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 WDB. Program income must be used prior to payment of any workforce development funds. Assure that any program income earned as a result of the contract for services will be used for job training purposes only. The use of program income against workforce development services must be documentable and traceable through the financial system. It must be reported as part of the invoice.

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 Bidder 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.

Bidders 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 Bidder'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.

Budget worksheet and customer flow sheets 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 WDB 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 Development Board (WDB), or his/her designee, will address each of the following areas with the review panel before the evaluation process begins.

1. Conflict of Interest – Does any member of the panel have a conflict of interest by sitting on the evaluation panel? The following are examples of conflicts of interest: (1) Part ownership in company; (2) Family member works for

or has part ownership in company; and/or (3) any other reason a member of the evaluation panel cannot give an impartial decision.

2. Independent Evaluation – Each member of the evaluation panel must score each and every proposal independently. Members may not confer with each other in determining a score and no two proposals can be compared to each other for the purposes of determining scores.

3. Rating Structure – The evaluation points for each award criteria will be assigned before the evaluation process begins.

4. Documentation of Scoring – Each member of the evaluation panel must support their reasoning with appropriate documentation and explanation.

5. Oral Presentation – The panel may feel that an oral presentation is necessary to reach a final decision

6. Protest Hearing – All decisions by the panel are subject to protest. Each member and/or the whole panel may be called upon to explain or defend each rating.

7. Confidentiality – Anything discussed during the whole evaluation process is to be considered confidential.

B. Rating System

1. Program Proposal Synopsis – 5 points

- Do the mission, vision, and main purpose of the Bidder match WorkLink's vision of SC Works Center operations and program delivery.
- Are the target groups clearly identified, to include priority populations, and does the Bidder have the ability to reach these groups?
- Has the Bidder clearly outlined the goals and objectives of the program? Has the Bidder described outcomes which are acceptable? Are the goals and outcomes SMART (Specific, measurable, attainable, realistic, and timely.
- Does the application demonstrate an understanding of information requested and conform to the requirements of the RFP?
- Is the response complete with the items requested?
- Is there internal consistency of data presented?

2. Experience, Capacity & Past Performance - 25 Points

Points will be given based on the Bidder's ability to demonstrate it has the resources and expertise to operate a federally-funded workforce development system of comparable size and scope. Technological, management, administrative and staff capabilities along with physical space, location, and capacity of the program site are reasonable. The Bidder demonstrates a history of successfully implementing workforce development systems and achieving benchmarks. This includes evidence of established and strong employer and partner relationships, demonstrated experience placing jobseekers into employment and previous experience and performance on contract agreements of similar size and scope. Experience integrating and coordinating services with mandated WIOA partners and non-WIOA service agencies has been demonstrated in the application.

- Does the Bidder have the organizational structure to properly administer the One Stop system proposed? Is organizational support (or corporate support) evident and adequate for the start-up period of a new contract? Does the support include ongoing technical assistance?
- Does the Bidder 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 WDB's service area?
- Does the Bidder have the background and experience in operating SC Works Centers? Does the Bidder include a current or proposed organizational chart and job descriptions for all budgeted staff? Does the Bidder 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 Bidder to meet the goals of case management?
- Does the Bidder have the successful experience in leading and managing multi-partner agencies?
- For Bidders who have been awarded previous contracts under Title I of the Workforce Investment Act or Workforce Innovation and Opportunity Act, do the results of the Bidder's most recent) contract(s) demonstrate successful performance? Has the Bidder 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 Bidder? 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 Bidder'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 Development Board?
- Does the bidder have the administrative, fiscal and reporting capacities to operate the SC Works Centers in the WorkLink region? Is the audit available in the proposal submission? If not, does the bidder explain the reasons why it was not included and seem reasonable? If present, is the audit clear of findings? If not, do the findings present a reasonable explanation and corrective action?
- Did the Bidder present a recent monitoring report relating to services provided to a service delivery area (SDA) for which the Bidder was responsible? Did the State require a corrective action plan from the Bidder? (Yes/No) Was the corrective action plan acceptable to the monitoring organization?
- If the Bidder is subcontracting, are the agreements fully described? Are the Subcontractors delivering appropriate services for an appropriate amount?
- Compliance Documents are attached to the Bidder's response.

3. Program Design - 15 Points

The extent to which the Bidder's plan meets the expectations outlined in the scope of services, including: the Bidder's capacity to provide comprehensive services that respond to the needs of the business and job seeker customers; the Bidder'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 One Stop system of partners that will meet employer's needs and address the needs of job seekers, including priority populations.

For the SC Works System Operator, the extent to which the Bidder's management and system's administration show a clear understanding of SC Works Operations and client flow of Adult and Dislocated Workers through the WIOA levels of services.

- If not currently a provider of service in the WorkLink region, does the bidder include a start-up plan? Is the plan thorough and well thought-out? Are the timelines and costs associated with start-up reasonable?
- Does the Bidder describe their plan or vision and the customer groups to be served, including any priority populations? Does it support the vision and mission of the WDB? Are the groups identified appropriate and partners reflect the population within the WorkLink region?
- Are the appropriate partners included in the program design? Are letters of support included? Does the Bidder describe their approach to managing partner agencies? Will their approach foster positive partner relationships with the system? Will the partner agencies have appropriate opportunities for input?
- Does the Bidder describe their approach to delivering business services and job seeker services? Does their approach match the WorkLink WDB's overall mission and vision? Does it minimize duplication of efforts?
- Does the Bidder describe how they will utilize labor market information and employer feedback to drive the SC Works Center System? Is the approach appropriate, comprehensive, and in-depth? Does the Bidder address career pathway and sector strategy implementation? Does it seem appropriate in the context of the Center?
- Does the Bidder 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 Bidder describe how they will achieve the goals and deliverables outlined in this proposal:
  a. Establish customer service expectations, surveys, and strategies for improvement;
  b. Evaluate and draft a Business Plan for each SC Works Center;
  c. Achieve and/or maintain One-Stop Certification Standards;
  d. Draft and execute Standard Operating Procedures;
  e. Draft and execute Staff Training Plans for Center staff including partners;
  f. Establish Resource Room Schedules;
  g. Establish One stop Center communication protocols;
  h. Provide ongoing workshops/soft skills training;
  i. Incorporate the State's and WorkLink WDB's Strategic Plans into Service Delivery;
  j. Investigate and implement best practices for employers and job seekers;
  k. Establish connections with community partners and share with Center staff;
  l. Establish and ensure compliance with ADA laws; and
  m. Establish and maintain Access Points.
- Has the Bidder clearly outlined the measurable goals and objectives of the program to be offered? Has the Bidder proposed specific metrics to measure performance levels (units and quality of service)?
- Does the Bidder 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?

- Does the Bidder offer any innovative approaches that further workforce development strategies? Do those innovative approaches directly influence or aid the outcomes and goals laid out in this proposal? Do the innovations proposed further WorkLink WDB's strategic plan or One Stop Certification? Are the innovative approaches described accompanied by research or supporting documentation?
- Did the bidder explain their approach to event management? Is it reasonable and manageable?
- Did the bidder include a description of their plan for ensuring timely communication? Is it reasonable and manageable?

4. Outreach - 15 Points

Points will be awarded based on the Bidder'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 and priority populations? Does it include Limited English populations, priority populations, EO, and ADA groups?
- Does the plan include innovative approaches to community outreach?
- Does the plan cover event management and coordination of partner representation?
- Does the plan include community organizations and/or groups that will be engaged on an ongoing basis?

5. Partnerships - 15 Points

Points will be awarded to Bidders 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 Bidder describe the partners that will be used? Are the roles clearly defined and appropriate? Are letters of support from the partners included?
- Does the Bidder 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 Bidder have knowledge of all SC Works Partners necessary to effectively manage multi-SC Works Centers and satellite sites? Does the Bidder 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 Bidder use non-mandated partners to further workforce development goals?
- Does the bidder include a description of a partner referral system? Does it include agreements? Does the plan sound realistic and manageable?

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?
   - If proposed, were Criteria for Profit easily understandable? Were the criteria proposed based on SMART goals (Specific, Measurable, Achievable, Realistic and Timely)? Were the goals quantified and easily tracked? Was the schedule of payments clear and easily understood? Was the schedule of payments distributed reasonably across the program year?
   - Has the Bidder demonstrated ability to safeguard federal funds? Does the Bidder have the ability to repay disallowed costs if such disallowances are made in the monitoring or audit of the contract? Does the availability of this source and the amount available provide security the Workforce Development Board needs to contract with the entity?
   - Does the Bidder have a history which is not characterized by fraud or criminal activity of a significant nature? Does the Bidder have a history which is not characterized by administrative deficiencies and/or disallowed costs? Does the Bidder 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 WDB Staff, WDB Board members, and as appropriate, outside experts on WDB activities, utilizing a fair and objective process and adhering to federal, state and ACOG procurement policy. The WorkLink WDB will make the final decision.

i. Proposal Review Process

The proposal review process includes two distinct reviews:

1. **Technical Review:** Following receipt, all proposals will undergo a technical review by WorkLink WDB staff to determine that the proposal is properly formatted and includes all of the required sections, signatures, and related forms/attachments requested in this RFP (Form A: Proposal Checklist).

   Those proposals passing the technical review will be forwarded to the Selection Committee for evaluation. Those proposals that fail the technical review will be forwarded to the Selection Committee for final confirmation of non-responsiveness.

2. **Programmatic Review/Evaluation:** A Selection Committee (also called an ad hoc RFP Committee of the Board) comprised of WorkLink Board members with direct knowledge and experience of issues facing WorkLink's target customers will comprise the Selection Committee and provide an objective review and

assessment of proposals. Proposals selected for funding will be scored and ranked based upon the evaluation criteria outlined in the RFP. Priority may be given to those proposals that illustrate innovation in delivering the most comprehensive and broadest range of services for a reasonable cost while complying with established guidelines for achieving required performance measurements.

WorkLink staff will compile funding recommendations based upon the outcome of the Selection Committee, and will forward recommendations to the WDB for final approval.

ii. Contract Negotiations

The completion of this evaluation process will result in the bidders being numerically ranked. The bidder ranked first will be invited to participate in contract negotiations. If negotiations between the WDB and the first ranked bidder do not result in an agreement as to the contract terms within a reasonable timeframe, the WDB may terminate the negotiations and begin negotiations with the bidder that is next in line, and proceed down the list as necessary until an agreement is reached or the list is exhausted.

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.

iii. Contract Award

Upon authorization to award the contract by the Board and completion of necessary documents, the WDB will issue a Notice to proceed to the successful bidder.

The selected bidder and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the bidder and its other members may be required to undergo an evaluation to demonstrate that the bidder uses recognized accounting and financial procedures.

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 WDB has the option to extend a contract with a Service Provider pending the following caveats are met:

- The grant should not exceed 4 total years.
- The grantee must meet or exceed performance.
- The administrative entity and the grantee must negotiate each budget year.
- The administrative entity will issue performance measures each year after negotiate with the State.
- These conditions may change pending further guidance from the State or from USDOL.

D. APPEALS PROCESS AND PROCEDURES

Any bidder who has submitted a proposal may appeal an award announcement. The process for appealing an award is as follows:

All appeals must be submitted in writing to the WDB within fifteen (15) working days of the award announcements addressed to Stephanie Collins, Board Chair (c/o: Trent Acker, SC Works Clemson, 1376 Tiger Blvd, Suite 102, Clemson, SC 29631) to review to determine merit. In order for an appeal to be found to have

merit, it must show that any substantial portion of the RFP process or a federal or state law was violated. Only appeals that cite the specific section(s) of the RFP or specific statutes that have been violated will be considered.

Appeals will not be accepted for any reasons other than those stated above. Appeals received after the established deadline will not be accepted. Appeals may not dispute a particular score or funding level received by the petitioning bidder, or the scores assigned to a competing bidder.

If an appeal is found to have merit, it will be evaluated by the Executive Committee of the WDB. Following the Executive Committee's evaluation, the appeal will be brought to the full WDB for review. The decision made by the WDB and approved by the County Council, where applicable, will be final.

PART 10: ATTACHMENTS AND FORMS

WorkLink Attachments to RFP:

I. WorkLink 2015 Strategic Plan
II. Memorandum of Understanding
III. WIOA Terms and Conditions
IV. WIOA Terms and Conditions Local Addendum

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 G – Proposal Rating Sheet

Request for Proposal
#18-WIOA-04

On-the-Job Training Coordination Services

Funded by:
Title I of the Workforce Innovation and Opportunity Act of 2014

Program Year 2019
(July 1, 2019 – June 30, 2020 with extension options)

Administered by:
WorkLink Workforce Development Board
1376 Tiger Blvd, Suite 102
Clemson, SC 29631
(864) 646-1515 TTY 711
www.worklinkweb.com
Trent Acker, Executive Director

An Equal Opportunity Employer / Program

Auxiliary aids and services are available upon request to individuals with disabilities.

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PART 1: INTRODUCTION

A. Purpose

The WorkLink Workforce Development Board (hereafter "WorkLink," "WorkLink WDB," and "WDB"), serving Anderson, Oconee, and Pickens Counties, is seeking proposals from organizations to coordinate On-the-Job Training Services, authorized and funded under the Workforce Innovation and Opportunity Act (hereafter "WIOA") of 2014. Funding for this Request for Proposals (RFP) and any grant(s) awarded to successful bidders is subject to federal allocation amounts awarded to the local area. **Any significant changes made to this request for proposals will be posted to the following website:** http://www.worklinkweb.com/welcome/request-for-proposals/.

Workforce development minded organizations with or without previous experience as a service provider 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.

B. Disclaimer

President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA) into law on July 22, 2014. 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. 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.

All proposed services under this RFP 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 WDB. This request for proposals, any bids submitted by bidders to this request, and any final grants negotiated with the successful bidder(s) as a result of this proposal is subject to final laws and regulations. Successful bidders must be willing to change their services and/or service delivery model at any time in order to come into compliance with those laws and regulations.

C. Contact Information

The sole point of contact for information on this program is:

Jennifer Kelly, Assistant Director
WorkLink Workforce Development 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 Bidder.*

PART 2: BACKGROUND INFORMATION

A. Governing Authority

The WorkLink WDB was formed as a result of the Workforce Innovation and Opportunity Act (WIOA) of 2014. The County Council local elected officials (LEOs) and the WorkLink WDB work in partnership to set policy for the region and all eligible WIOA participants. The WorkLink WDB 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 WDB 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 WDB currently has a staff of five (5) individuals that carry out the business of the Board including oversight and monitoring of the contracts awarded to outside entities. **For more information about WorkLink WDB, visit:** www.worklinkweb.com.

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** (Attachment I "WorkLink 2015 Strategic Plan") – The WorkLink WDB has adopted a five-year strategic plan, finalized in July 2015. Out of this plan came the WDB's four main goals:
   - Improve the skill level of the workforce to meet the demands of business and industry.
   - Increase employer engagement in WDB and WDB Activities.
   - Build upon existing partnerships and collaborations between workforce system service providers to better integrate the workforce development system.
   - Increase and improve outreach to inform and promote the SC Works Centers services and activities pertaining to workforce development.

3. **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, welfare recipients transitioning to employment, and other priority populations. 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.

   More information about the responsibilities of the Local Workforce Development Board may be found at the following links:
   - *Leadership and Governance Fact Sheet*
     https://doleta.gov/wioa/Docs/WIOA_GovernLeadership_FactSheet.pdf
   - *Local Board Responsibilities*
     https://ion.workforcegps.org/resources/2017/03/17/13/42/Understanding-Board-Requirements

4. **Administrative Entity**
   The South Carolina Appalachian Council of Governments (ACOG) is WorkLink's Administrative Entity and Fiscal Agent. All grants and contracts are entered into with the ACOG on behalf of the WorkLink WDB. If any changes occur with WorkLink's administrative entity, a new contract will be executed with the service provider for the remaining timeframe outlined in this proposal.

5. **Local Considerations**
   From time to time, WorkLink will pursue grants that it believes supports the mission and the vision of the WDB. In these instances, the successful bidder may be asked to collaborate with these grants as needed and as allowable by WIOA rules and regulations.

   WorkLink WDB 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 successful bidder must be willing to work with the WDB to arrange for additional service points and/or re-location of service points so that services to the community will not lapse.

6. **State Considerations**
   The Trade Adjustment Act administered by SC Department of Employment and Workforce is a partner in the SC Works System. Requirements regarding services available and co-enrollment with WIOA change from time to time. 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.

7. **Federal Considerations**
   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 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.

   Veterans 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) are 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 development, education, and economic development.
(3) Improve the quality and labor market relevance of workforce development, 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.

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 above 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 Tu 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	Anderson Interfaith Ministries United Ways of Anderson County, Pickens County, and Oconee County Anderson, Oconee, and Pickens County Library Systems The Dream Center of Pickens SHARE

Other locations (comprehensive, satellites, or access points sites) may be determined and/or approved by the Board. The selected bidder will be notified of any changes.

The selected bidder should plan to provide access to their respective program or activities through the SC Works delivery system, including making career and training service activities authorized by their programs available at the comprehensive and satellite SC Works. The selected bidder may propose additional WIOA program access locations as well.

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 Unemployment Insurance (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 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 that are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

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 SWDB);
- 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

WIOA funding is in part based on achieving performance measures regarding employment and training. The grant recipient will be responsible for the follow-up and performance measures data for WIOA measures and should be prepared to track the data internally in order to ensure that performance measures will be met. WIOA performance measures are as follows:

- **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. *Defined as:* 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. *Defined as:* 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.

In the event that the State and/or the WorkLink WDB 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.

4. WorkLink LWIOA PY2018 & PY2019 Performance Goals

Below are the performance measures for WorkLink for PY18 and PY19. 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.

PY19	Adult	Dislocated Worker
Employment 2nd Qtr after Exit	76.8	80.1
Employment 4th Qtr after Exit	73.0	76.0
Median Earnings 2nd Quarter after Exit	$5,301	$6,500
Credential Attainment within 4 Qtrs after Exit	51.9	48.6
Measurable Skills Gains	Pending	Pending

*These levels are subject to change each program year.

The selected bidder will be required to provide follow-up services to WIOA participants for all four quarters. In addition to these measures, the WorkLink Workforce Development Board requires that the selected bidder maintain a minimum overall "Satisfactory" customer service satisfaction rating from job seekers and employers.

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 Bidder's Conference seen in Part 6 (D) of this RFP.

PART 4: SCOPE OF SERVICES AND OPERATIONS

WorkLink currently offers two types of training: On-the-Job Training and Classroom Training. Under this RFP, the Selected Bidder will be responsible for developing, implementing, and maintaining a WIOA On-the-Job Training Coordination program.

A. On-the-Job Training Coordination Services

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 50% 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.

The scope of services required for the WIOA On-the-Job Training Coordination services will include, but are not limited to:

1. **Employer Services**
   The selected bidder will participate in WorkLink and SC Works employer initiatives and strategic plan goals, and will play an active role in the community job fair that WorkLink coordinates each year. The selected bidder will participate in the Business Services Integration Team, representing the SC Works system in the employer community and acting as a connector for employers to relevant business resources. The selected bidder will support and participant in hiring events and job fairs in the WorkLink region.

2. **Outreach**
   The selected bidder will use all mandated brochures developed by the WDB or the State. The selected bidder will be responsible for developing an outreach plan that should include development of brochures (in addition to, but not duplicative of WDB or State mandated brochures), PowerPoint presentations, community based print and radio ads, and if appropriate, website information detailing business offerings and an overall strategy for announcing the resources of the On-the-Job Training Coordination program. All materials produced and published must be approved and shared with the WDB staff.

   The selected bidder should have a coordinated outreach plan in order to recruit employers for the OJT program. The selected bidder will be required to collaborate with the WIOA Adult/Dislocated Worker program to recruit and place WIOA eligible individuals in an OJT contract. The WDB maintains a website (www.worklinkweb.com) 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.

   The selected bidder 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.

3. **Writing OJT Contracts**
   a. **Determining Employer Eligibility**
      The OJT selected bidder is responsible for the recruitment, determination of employer eligibility, and writing of contracts for employers to receive OJT funds under WIOA. OJT contract funds will be reserved for employers that have OJT eligible worksites in Anderson, Oconee, or Pickens Counties, and secondly for employers outside the region that would like to hire an active WIOA participant (not a reverse referral). The employer must pass a safety inspection prior to an OJT placement.

b. OJT Contract Minimum Standards

An employer orientation must be completed with each employer and/or employer representative to discuss the contract provisions and training plans. The contract process sets the ground-rules for OJT with an employer and ensures there is a legally binding agreement between the employer and the OJT provider. Contracts are the terms and conditions that the employer and OJT provider agree to provide for an OJT experience.

WorkLink has set forth minimum criteria for delivering On-the-Job Training:

- The selected bidder should not write contracts for less than $11/hour, and will strive for higher paying, self-sufficient jobs in the WorkLink area. Exceptions may be made in cases where OJT placement will result in employment of participants in jobs that pay wages higher than $12.47/hour.
- The selected bidder should not place individuals in OJT contracts for which the participant has all the skills necessary to perform the duties of the job.
- At times participants will benefit from both OJT and classroom training. In these instances, the OJT and classroom training should be complementary.
- 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 as defined on O*Net Online). 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.
- Special consideration will be given to eligible classroom/OJT combined education programs.

At a minimum, an OJT contract must comply with the requirements of WIOA rules and regulations including identifying the occupation, skills and competencies to be learned, and the length of time the training will be provided.

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 the 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. The OJT Contract writer will coordinate with the Adult/Dislocated Worker program service provider to insure that all data entry has been completed in the SC Works Online Services (SCWOS) database management information system, required by SC Department of Employment and Workforce for providing and reporting WIOA services.

c. 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.

d. Invoicing

Payments to employers for OJT will 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.

e. Monitoring

Monitoring is the responsibility of both the State and the WorkLink WDB. However, Monitoring at the Selected Bidder 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.

f. Documentation

The OJT contract writer will be responsible for entering case notes for each employer and participant interaction. The OJT contract writer will also enter appropriate activity codes for OJT, and insure that all OJT paperwork is in the participant's master file kept by the Adult/DW Program service provider.

g. Other allowable work-based 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

3. OJT Participant Services

a. Recruitment and Enrollment

The selected bidder is responsible for recruitment and referral of adult and dislocated worker participants interested in OJT to the WIOA program service provider. The selected bidder will coordinate with the Adult/DW service provider to facilitate the OJT participant's path through the WIOA program.

Bidders must develop a detailed plan on how OJT interested job seekers will be recruited and referred to the WIOA Adult/Dislocated Worker Services program for eligibility and enrollment, as well as how active OJT eligible participants will be identified on the Adult/DW service provider's caseloads and placed in OJT opportunities.

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.

Local Priority: Enrollment into WIOA services offered in the WorkLink region are reserved for adults and dislocated workers who live or last worked in Anderson, Oconee, and Pickens Counties.

Note: Eligibility Determination and enrollment of all OJT participants must be completed prior to placement on an OJT contract. All eligibility and OJT contract goals should 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.

b. Assessment/Career Readiness Testing

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.

The Adult/DW program service provider will be responsible for the assessment phase. However, the selected bidder may proctor WIN Career Readiness testing and other types of employer-requested testing if necessary for OJT placement.

c. Soft Skills/Job Retention

The selected bidder is to evaluate and train job seekers on how to present themselves in a professional manner before and after they are hired. Therefore, an emphasis on pre-hire soft skills centered on appropriate dress, interviewing skills, job application completion, and resume writing are necessary. Post-hire soft skills are the personal attributes needed to succeed in the workplace, such as communication skills, critical thinking, leadership, positive attitude, teamwork, and work ethic, among others. Employers want employees who are able to effectively interact with others.

The selected bidder should address these skills in their interactions with WIOA participants. The selected bidder will coordinate with the OneStop Operator, partners, and Adult/DW program service provider to provide these skills to participants. However, the selected bidder should assume responsibility for the participant's development of these skills, not relying solely on other providers. Therefore, a systematic approach/review of appropriate soft skills should be developed prior to OJT placement, and throughout OJT and follow-up services.

d. Training Services

To be eligible to receive training services, an adult or dislocated worker must first go through an interview, evaluation, or assessment AND career planning

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."

Under WIOA, training services may be provided if the SC Works Center staff, including partner programs' staff, determines after conducting an interview, an evaluation, or assessment, and career planning, that the individual:

- Is unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
- Is 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;
- Has the skills and qualifications to successfully participate in the selected program of training services;

- Is unable to obtain grant assistance from other sources to pay the costs of such training, including such sources as State-funded training funds or Federal Pell Grants established under title IV of the Higher Education Act of 1965, or requires WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants (20 CFR 680.230 and WIOA sec. 134(c)(3)(B) contain provisions relating to fund coordination.);
- Is a member of a worker group covered under a petition filed for Trade Adjustment Assistance (TAA) and is awaiting a determination. If the petition is certified, the worker may then transition to TAA approved training. If the petition is denied, the worker will continue training under WIOA;
- Is determined eligible in accordance with the State and local priority system in effect for adults under WIOA sec. 134(c)(3)(E) if training services are provided through the adult funding stream; and
- Selected a program of training services that is directly linked to the employment opportunities in the local area or the planning region, or in another area to which the individual is willing to commute or relocate.

The Adult/Dislocated Worker service provider will be responsible for completing all assessments and career planning activities.

The selected bidder for OJT Coordination will be responsible for determining need for OJT, and will be responsible for coordinating all On-the-Job Training contracts for participants in the WIOA program.

e. Job Placement

The Selected Bidder is responsible for providing job leads, specific job development, and job matching to WIOA participants' employment, specifically, but not limited to, OJT contract placements. The selected bidder is to pursue employment opportunities for participants in the WIOA program, with the goal of placement in OJT.

f. 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 WDB has currently capped supportive services at $3,000 per participant per year.

g. Follow-Up/Retention

The OJT Selected Bidder 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 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. *Retention*

After job placement, case management staff is responsible for assisting WIOA participants and, if necessary, their respective employers with job retention. Job Retention assistance is intended to help customers placed into jobs from Career and Training Services overcome any problems that may arise during this critical period and to ensure further progress toward long-term employment and therefore self-sufficiency.

The bidder should design and implement a Job Retention assistance portion of their case management program. Job Retention begins before employment through workshops and education regarding soft skills (such as, but not limited to, teamwork and conflict management) and employer expectations, and concludes at the end of the follow-up period. A variety of means may be used: one-on-one counseling, seminars offered through the SC Works System, mentoring (if available), encouragement of skill attainment through occupational skills training, etc.

ii. 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.

h. File Maintenance And Documentation

A case file will 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 service provider.

If the Selected Bidder chooses, electronic files may be kept, and must be coordinated with the Adult/DW service provider.

B. Deliverables

The Selected Bidder will be required to provide the following deliverables:

1. At a minimum, meets all performance measures (WIOA measures, Business Plan, WDB goals, customer satisfaction, etc.)
2. Integrate appropriate career readiness and employer testing into the WIOA program
3. Develop a sustainable soft skills/retention component to the OJT program
4. Ongoing, executed Staff Development and Training plan for all OJT staff
5. At a minimum, meet negotiated Selected Bidder goals for WIOA OJT (i.e. expenditure levels, enrollments, training levels, etc.)
6. Ongoing participation in workforce development related community events and business and industry groups

7. Ongoing collaboration and information sharing with the WDB members, WDB staff, and Economic Development offices
8. Up-to-date and executed Outreach plan for the WIOA OJT program
9. Maximizes direct participant costs, minimizes salaries and overhead while maintaining quality services
10. Expends a minimum of 90% of their budget
11. 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 WDB.)

Financial Reports: Financial reports will be prepared and submitted to the WDB Office by the 10th day of the following month. Financial Reports include:

- Monthly Request for Payment
- FSR-S form
- General Ledger Detail
- YTD Expenditure Reports
- Contract Obligations by Fund Stream

PART 5: CONTRACTOR REQUIREMENTS (See Attachment II & III, WIOA Terms and Conditions)

A. Record of Hours Worked or Time Sheet

Program managers 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 Program Manager should support the continued professional development of it's 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.

The WorkLink Workforce Development Board will provide training for selected bidders with regard to eligibility, reporting requirements, SCWOS forms, participant activity codes, case notes, performance, etc. Program management will be required to abide by all requirements of the South Carolina Works Online System (SCWOS) manual and/or instructions issued by SC DEW and/or WorkLink WDB.

C. Program Administration Requirements

1. *Fiscal Record Keeping*

   The bidder's administrative and fiscal capabilities will be assessed by a preliminary review of compliance documents, which must be completed before Contracts are finalized. WorkLink staff may visit or request supporting documentation from the offering entity to affirm certain items of the survey. Any serious discrepancies found will be brought to the attention of the WorkLink Workforce Development Board prior to finalizing the contract award and could result in the cancellation of the commitment to fund.

2. *Subcontracting*

   The bidder may purchase or subcontract for the services and/or activities specified in the Scope of Work and Budget of the contract only with the prior written approval of such subcontracts and subcontractors by the WDB, and in accordance with procurement requirements in the Uniform Guidance (2 CFR 200) and the SC Appalachian Council of Governments procurement policy. The bidder, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the WDB is in no way liable to the subcontractor. In order to assure the WDB of strict performance of this Section, the bidder must submit to the WDB subcontract agreements for review upon request.

3. *Reporting*

   All selected bidders will be required to provide monthly, bi-monthly, or quarterly progress reports of program performance and expenditures in comparison to the deliverables agreed upon in the grant. WorkLink has forms that may be used by the selected bidder, or the selected bidder may propose their own reporting forms.

   Selected bidders awarded a grant will be required to submit a Monthly Request for Payment Invoice and Financial Status Report – Supplemental form to the WorkLink Workforce Development Board staff by the 10th calendar day of each month. Appropriate supporting backup documentation for the requested payment must be attached to each invoice submitted. Successful bidders awarded a grant will also be required to submit an Annual Financial Closeout Report to WDB Staff by August 10 (or the Friday before).

4. *Audits*

   In accordance 2 CFR 200, Subpart F – Audit Requirements, successful bidders must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

5. *Monitoring & Evaluation*

   Successful bidders 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*

   Selected bidders will be required to provide the following compliance documents as part of their response to this RFP:

   <u>Organizational Information</u>

   - Federal ID Number
   - Organization's Mission and Vision Statements

- Charter and by-laws of organization
- List of current board members of governing body
- Evidence of signatory authority (Form Attached)

Fiscal Responsibility

- Financial reporting signatory authority (Form Attached)
- Banking agreements**
- Current fiscal statement and copy of last audit
- Copy of indirect cost plan and approval letter by cognizant agency
- Copy of General Liability Insurance Policy

Certifications & Assurances

- Bonding agreement
- Suspension and debarment certification (Form Attached)
- Certification of drug free work place (Form Attached)
- Certification of lobbying activities (Form Attached)

Personnel and Oversight

- Organizational chart
- Job Descriptions of Personnel Funded by WIOA (fully or partially)
- Staff cost allocation plan/rate for staff providing services in or on behalf of the WorkLink region (Form Attached)
- Staff/personnel policies, including travel
- Grievance procedures

***The bidder 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. Non-submittal of documents may disqualify a bidder from receiving a grant award.

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 bidder from requirements that it be authorized and/or licensed to do business in the State; by submission of its signed application, the bidder 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 bidders who include indirect costs as a part of their application budget must have an indirect cost plan approved by their cognizant agency. Bidders must include a listing of all items included in the indirect cost pool.

9. *Participant Time and Attendance*
   Successful bidders awarded a grant will be required to document participant's time and attendance throughout the period the participant is receiving training or supportive services. Participants abide by the attendance policy of the training provider. Time sheets must be signed by the participant and verified by the case manager, classroom instructor, training, or worksite supervisor, and maintained in the customer's official WIOA file folder.

10. *Participant Files*
    Successful bidders awarded a grant will be required to maintain WIOA participant files (either in a hard file or electronic file) as specified in any contractual agreement resulting from this RFP.

11. *Payments Made on Behalf of Participants*
    Participants may be eligible to receive supportive service payments and/or needs-based payments. Bidders will be required to make sure that there are checks and balances between the maintenance of timesheets or other source documents, and the cutting and distribution of checks on behalf of the participants. Failure to document fully the basis for issuing any of the aforementioned payments made on behalf of participants may result in disallowed costs. The contractor must reimburse disallowed costs to the local Workforce Development Area from Non-WIOA fund sources.

12. *Insurance for Participants*
    The South Carolina Department of Workforce (SCDEW) will provide adequate Accident Insurance Coverage for WIOA participants participating in training conducted in a typical classroom training environment, and for WIOA participants while they are participating in training conducted in a typical work experience or limited internship mode (generally, training conducted on an employer's work site).

13. *Refund Policy*
    Bidders who become contractors will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition-based training concludes early.

14. *Type of Contract*
    a. Cost Reimbursement Based Proposals
    b. 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.
    c. Criteria for Earning Profit – Under Cost Reimbursement contracts, criteria for profit may be established by the LWDA and may be used to evaluate bidders 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 LWDA 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*

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.

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 selected bidder 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.

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 laid out by the Federal Government.

16. *Regulations and Requirements*

The selected bidder 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, including 2 CFR Appendix II to part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards
iv. 48 CFR Part 31 (applies to commercial organizations);
v. 29 CFR Part 95 refer to 2 CFR 200;
vi. 29 CFR Part 97 refer to 2 CFR 200;
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. "Jobs for Veterans Act," (38 U.S.C. §4215) and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
xii. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 38);
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; Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
xv. Equal Pay Act of 1963, as amended;
xvi. 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA);
xvii. 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;
xviii. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
xix. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
xx. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

PART 6: PROPOSAL APPLICATION & SUBMISSION INSTRUCTIONS

A. Funding Available

Estimated Total Funding for WIOA Adult and Dislocated Worker services = $150,000

Funding Considerations:

- Funding levels identified in this RFP are preliminary estimates and are used for planning purposes only. Total final contract amounts are subject to local allocations for PY19.
- WIOA allows for up to 100% transfer between Adult to Dislocated Worker funding. The Bidder may propose the desired funding split between Adults and DWs.
- WorkLink awards contracts based on allocations approved by the State at the beginning of each program year, and has historically had additional funds available in mid-October. The Selected Bidder will be given an opportunity each fall to request additional funds to serve participants.
- The selected bidder will be expected to expend no less than 90% of their total budget each program year with the understanding that the 100% expenditure of the grant is the goal.
- 35% of all expended funds must be on direct customer services, such as training and supportive services.
- No large purchases may be made between July 1 and September 30 each program year.
- Caps for salary, fringe, insurance, fees, profit, and indirect costs may be negotiated and finalized during the grant award negotiations process.

B. Eligible Applicants

RFPs will be accepted from entities that can demonstrate the administrative and management capability to successfully provide the services identified in this RFP.

To be eligible to receive funds made available to deliver a WIOA program for Adult and Dislocated Worker Services, a bidder must meet the following:

- 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 maintained fiscal integrity, AND has been able to meet and/or exceed all WIOA Adult and Dislocated Worker performance measures OR can demonstrate successful performance in operating similar employment and training focused programs.
- Discloses any potential conflicts of interest arising from the relationships of the program managers with particular training service providers or other service providers.
- Does not establish practices that create disincentives to providing services to individuals with barriers to employment that may require longer-term services, such as intensive employment, training, and education services.
- Complies with Federal regulations, and procurement policies, relating to the calculation and use of profits.
- Has the ability to fulfill Contract requirements, including the indemnification and insurance requirements.
- Has the ability to maintain adequate files and records and meet reporting requirements.
- Has the administrative and fiscal capacity to provide and manage the proposed services and to ensure an adequate audit trail.
- Meets other presentation and participation requirements listed in this RFP.

C. Significant Dates

Detailed timeline is as follows:

Event	Date	Time* (if applicable)
Request for Proposals Issued	October 16, 2018	
Deadline to submit Technical RFP Questions	November 7, 2018	5:00PM
Bidder's Conference and Questions Posted on WorkLink WDB Website *Questions posted on WorkLink WDB website within 24 hours*	November 13, 2018	2:30PM
Deadline for Receipt of Formal Applications or Letter of Non-Reply due to WorkLink WDB	December 11, 2018	3:00PM
Formal Review Process of Applications Begins	December 12, 2018	10:00AM
Bidders' Presentations to RFP Committee	January 23, 2019	1:00PM**
WorkLink WDB Votes to Approve Recommendation	February 6, 2019	1:00PM
Written Notification to Successful Bidders	February 7, 2019	
Contract Negotiations begin	February 7, 2019	
Compliance Documents due and Contracts Issued	June 27, 2019	
Program Year 2019 Contract Begins	July 1, 2019	

*All times denoted are in Eastern Standard Time.
**Times will be scheduled with each bidder by January 9, 2019. Presentations will only be scheduled if deemed necessary to adequately score proposals.

MANDATORY BIDDER'S CONFERENCE

** DOORS WILL BE CLOSED AND NO OTHERS WILL BE ADMITTED AFTER 2:30PM**

All technical questions regarding this RFP must be submitted to the RFP's point of contact no later than 5:00PM, November 7, 2018.

A bidder's conference is scheduled for 2:30PM, November 13, 2018 at the Pendleton Library located at 650 South Mechanic Street, Pendleton, SC 29670 for the On-the-Job Training Coordination Bid. Location changes will be posted to the WorkLink website.

All bidders are required to attend either in-person or via web conference.

A conference call option will be available upon request. As with all technology, we cannot guarantee the quality or connectivity of the web conference.

Conference call requests must be made via email by the November 7, 2018 technical questions deadline.

All questions submitted by 5:00PM, November 7, 2018 will be answered at the bidder's conference, November 13, 2018 and posted on the WorkLink website no later than 5:00PM the following day, November 14, 2018.

RFP RESPONSE DUE DATE: December 11, 2019, 3:00PM (EST)

BIDDER'S PRESENTATIONS

Any bidder may be requested to make an oral presentation of their application to the WorkLink Workforce Development Board's RFP Review Committee after the Application opening. Such presentations provide an opportunity for the bidder to clarify their application and to ensure mutual understanding. The Appalachian Council of Governments staff will schedule these presentations, if required. January 23, 2019 has been reserved for this purpose.

D. Proposal Conditions

1. Contingencies

Funding for this program is contingent on state, federal, and local funding. This RFP does not commit WorkLink WDB or ACOG to award a contract. WorkLink WDB reserves the right to accept or reject any or all proposals if WorkLink WDB determines it is in the best interest of the LWDA to do so. WorkLink WDB will notify all bidders, in writing, if the WorkLink WDB 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 WDB website.

3. Incurred Costs

This RFP does not commit WorkLink WDB to pay any costs incurred in the preparation of a response to this proposal request, and the bidder agrees that all costs incurred in developing this proposal are the bidder's responsibility.

4. Proposal Confidentiality

Bidders should be aware that proposals are subject to the Freedom of Information Act (FOIA). If any proposal contains trade secrets or other information, which is proprietary by law, the bidder must notify WorkLink WDB of its request to keep that information confidential. 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. In the event a public records request is made for information designated by the Bidder as confidential or proprietary, WorkLink will communicate with the Bidder.

5. Negotiations

WorkLink WDB may require the bidder(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.

6. **Level of Service**
   For any bidder awarded as a result of this RFP, no minimum or maximum number of referrals can be guaranteed by the WorkLink WDB.

7. **Inaccuracies and Misrepresentations**
   If, in the course of the RFP process or in the administration of a resulting Contract, WorkLink WDB determines that the Contractor has made a material misstatement or misrepresentation, or that materially inaccurate information has been provided to the WorkLink WDB, 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.

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 WDB reserves the right to reject any or all proposals. WorkLink WDB realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the WorkLink area. While cost may not be the primary factor in the evaluation process, it is an important factor.

9. **Price Not Determinative**
   The WorkLink Workforce Development Board reserves the right to select such bidders 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 Development Area's best interest. (See no. 7 below for further details.)

10. **Formal Agreement**
    The selected bidder will be required to enter into a formal agreement with the ACOG and subsequently, WorkLink WDB. In submitting a response to this RFP, the Bidder will be deemed to have agreed to each term and condition mentioned in this RFP unless the proposal identifies an objection and WorkLink WDB 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 WDB 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 WDB.

E. Award Consideration and Award Period

The primary consideration of this RFP is to seek proposals that offer innovative approaches to providing Adults and Dislocated Workers with skills, credentials, employment, retention, and higher wages.

The anticipated contract period is July 1, 2019 through June 30, 2020; this term may vary depending on extensions granted by the WorkLink WDB.

F. Preparing a Proposal

1. 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."

2. No Request Proposal Reply

Any person or entity that receives release of notification for the Request for Proposal, but elects not to submit an application, should send a letter stating their intent to not submit a proposal to the WorkLink Workforce Development Board by the cited deadline for receipt of applications. 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.

3. RFP Response Package

For bidder's convenience the RFP and its attachments are located on the website: www.worklinkweb.com. The bidder 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.

4. Format for Application

The bidder should follow the Proposal Checklist to put the proposal together.

Bidders should use the following formatting guidelines:

- Font: 12 point – Times New Roman
- Spacing: Double Spaced
- Pages: Single sided and numbered (do not number the title page and table of contents)
- Margins: 1 inch
- Paper: 8 ½ x 11

Applications are to be prepared simply and in a manner designed to provide a straightforward presentation of the bidder's capability and intention to satisfy the requirements of this RFP. Therefore, the bidder's application must follow the RFP format as closely as practicable. Failure to provide all the information requested by the RFP may result in the application being deemed Non-Responsive and thus eliminating it from funding consideration.

5. 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.**

6. 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

Note: Failure to include all of the required components in the order of the proposal checklist will result in a reduced score or disqualification. WorkLink WDB will not advise a bidder (outside of preliminary review) that the proposal is incomplete prior to rating or disqualification.

7. Responsiveness of Applications

a. Applications will be opened and a preliminary review for responsiveness will be conducted by the WorkLink Workforce Development Board staff as stated in the significant date's section of this RFP.
b. The Committee will receive a copy of the applications, both responsive and non-responsive.
c. Applications will then be reviewed by an ad hoc RFP review committee of the WorkLink Workforce Development Board, and rated based on the criteria established in Part Nine of this RFP, Evaluation Criteria and Rating System.
d. Bidders will be notified regarding non-responsive applications. Notification will be sent to the contact person listed on the cover sheet. A valid email address is required for this notification.

G. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Bidder's responsibility to ensure that its proposal arrives on or before the specified time. All proposals and materials submitted become the property of WorkLink WDB. All proposals shall be submitted in the name of the entity with legal authority to execute the contract should it be awarded.

Submission requirements:

1. All bidders must submit a proposal original (not duplicated from other sources) and developed within the past forty five (45) days.
2. Each bidder is to submit an original and eleven (11) typed copies of each application under seal.
3. The original of each application should have an original signature and be clearly marked "Original Copy" on the outside of the binder.
4. 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.
5. Each proposal must include a table of contents with numbered pages.
6. The bidder is required to have typed or legibly written on the envelope or wrapping containing the proposals the RFP number, the RFP date (December 11, 2018), and the program and activity for which funding is being requested. Pages of proposals should be numbered.

SUBMIT TO: WorkLink Workforce Development Board
Attn: Jennifer Kelly, Assistant Director
1376 Tiger Blvd, Suite 102
Clemson, SC 29631

LABEL: Outside of sealed proposal package must be marked in accordance with this example:

ABC, Inc.
100 My Road
My Town, SC 29631
RFP #18-WIOA-04, December 11, 2019
On-the-Job Training Coordination

DUE DATE: **December 11, 2019, 3:00PM (EST)**

The RFP can be downloaded from the WorkLink website at: http://www.worklinkweb.com/welcome/request-for-proposals/. All proposals must be received by the due date and time. Proposals delivered in person will be timestamped by WorkLink staff. Proposals received after the due date and time specified will be disqualified from this RFP process and be returned unopened to the sender.

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 WDB'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 are 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 WDB'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.

D. Documents Required of Selected Bidders

Provide the following compliance documents as part of your response to this RFP:

<u>Organizational Information</u>

- Federal ID Number
- Organization's Mission and Vision Statements
- Charter and by-laws of organization
- List of current board members of governing body
- Evidence of signatory authority (Form Attached)

<u>Fiscal Responsibility</u>

- Financial reporting signatory authority (Form Attached)
- Banking agreements**
- Current fiscal statement and copy of last audit
- Copy of indirect cost plan and approval letter by cognizant agency
- Copy of General Liability Insurance Policy

<u>Certifications & Assurances</u>

- Bonding agreement
- Suspension and debarment certification (Form Attached)
- Certification of drug free work place (Form Attached)
- Certification of lobbying activities (Form Attached)

<u>Personnel and Oversight</u>

- Organizational chart
- Job Descriptions of Personnel Funded by WIOA (fully or partially)
- Staff cost allocation plan/rate for staff providing services in or on behalf of the WorkLink region (Form Attached)
- Staff/personnel policies, including travel
- Grievance procedures

***The bidder is not required to share their bank account number until they have been officially selected.*

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. (Bidders not currently serving the WorkLink area may propose an earlier start date to accommodate program implementation.)

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 initiate, lead and/or 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 and 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. 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.

8. Workforce Development is about preparing the workforce to meet Employer needs. Describe how you will ensure that participants are being prepared to meet employer needs.

9. Describe your job development and placement approach for WIOA participants.

10. Describe how the Proposer makes an effort to allocate minimum number of OJT contracts for each county in the service area.

11. 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.

12. Describe the communication tools you will use to let the community and the WIOA program case managers know about open OJT contracts.

13. Describe how you will integrate WIN into the OJT program.

14. 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.

15. Describe how you will ensure that WIOA performance measures will drive participation in the service delivery model of WIOA and in the success of the OJT program. Describe how you will conduct follow-up for those OJT participants exiting the WIOA program. What services will be offered to employers and to WIOA exiters in the follow-up period?

16. Describe your organization's current level of partnership with each of the WIOA mandated partners in your local Workforce Development Area. Discuss how the partnership results in successful placements into the OJT program.

Subcontracts

17. 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 WDB 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 WDB will enter into contracts for services beginning July 1, 2019, and ending June 30, 2020. (Bidders not currently serving the WorkLink area may propose an earlier start date for program implementation.) Please provide information for the duration of the funding period for:

1. Amount of Funds Requested from the WorkLink WDB: $_____
2. Provide the Total Project Budget for proposed services: $_____
3. Total Matching Funds for proposed services: $_____

B. All proposers must complete and include a proposed budget (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 proposed 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. Provide salary ranges for each position included in the budget. Provide cost of living and merit based increase methodologies and frequency for receipt. Describe how health care and other employee benefits will be calculated and billed.

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. Total training and supportive service costs should be greater or equal to 35% of the overall proposed budget amount. Include a detailed description and calculation of how you arrived at the number of participants that will be served in individualized career services, training services, and supportive services (cost per participant for the entirety of the grant).

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. 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 LWDA 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 WIN 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 WIN. 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 LWDA 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 WDB 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 WDB's submission of close-out reports. Assure that if any litigation, claims or audits are begun prior to expiration of the three-year period that all records shall be retained until such litigation, claims or audits relating to the records have been resolved. Assure that records relating to non-expendable personal property that are authorized to be purchased with workforce development funds will be retained for at least three years after the final disposition of the property.

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 WDB. Program income must be used prior to payment of any workforce development funds. Assure that any program income earned as a result of the contract for services will be used for job training purposes only. The use of program income against workforce development services must be documentable and traceable through the financial system. It must be reported as part of the invoice.

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.

Budget worksheet and customer flow sheets 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 WDB 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 Development Board (WDB), or the 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 federal 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 WDB'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? Do 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 WIA or WIOA, 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 Development 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 WDB?
- 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 WIOA 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 WIN 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 WIOA 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 WDB 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 WDB'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 Development Board needs to contract with the entity?

- Does the proposer have a history which is not characterized by fraud or criminal activity of a significant nature? Does the proposer have a history which is not characterized by administrative deficiencies and/or disallowed costs? Does the proposer have a history which is not characterized by failure to comply with audit, monitoring, or reporting requirements that has been ongoing for two or more consecutive years?
- Do 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 WDB Staff, WDB Board members, and as appropriate, outside experts on WDB activities, utilizing a fair and objective process and adhering to federal, state and ACOG procurement policy. The WorkLink WDB will make the final decision.

i. Proposal Review Process

The proposal review process includes two distinct reviews:

1. **Technical Review:** Following receipt, all proposals will undergo a technical review by WorkLink WDB staff to determine that the proposal is properly formatted and includes all of the required sections, signatures, and related forms/attachments requested in this RFP (Form A: Proposal Checklist).

   Those proposals passing the technical review will be forwarded to the Selection Committee for evaluation. Those proposals that fail the technical review will be forwarded to the Selection Committee for final confirmation of non-responsiveness.

2. **Programmatic Review/Evaluation:** A Selection Committee (also called an ad hoc RFP Committee of the Board) comprised of WorkLink Board members with direct knowledge and experience of issues facing WorkLink's target customers will comprise the Selection Committee and provide an objective review and assessment of proposals. Proposals selected for funding will be scored and ranked based upon the evaluation criteria outlined in the RFP. Priority may be given to those proposals that illustrate innovation in delivering the most comprehensive and broadest range of services for a reasonable cost while complying with established guidelines for achieving required performance measurements.

WorkLink staff will compile funding recommendations based upon the outcome of the Selection Committee, and will forward recommendations to the WDB for final approval.

ii. Contract Negotiations

The completion of this evaluation process will result in the bidders being numerically ranked. The bidder ranked first will be invited to participate in contract negotiations. If negotiations between the WDB and the first ranked bidder do not result in an agreement as to the contract terms within a reasonable timeframe, the WDB may terminate the negotiations and begin negotiations with the bidder that is next in line, and proceed down the list as necessary until an agreement is reached or the list is exhausted.

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.

iii. Contract Award

Upon authorization to award the contract by the Board and completion of necessary documents, the WDB will issue a Notice to proceed to the successful bidder.

The selected bidder and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the bidder and its other members may be required to undergo an evaluation to demonstrate that the bidder uses recognized accounting and financial procedures.

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 WDB has the option to extend a contract with a Service Provider pending the following caveats are met:

- The grant should not exceed 4 total years.
- The grantee must meet or exceed performance.
- The administrative entity and the grantee must negotiate each budget year.
- The administrative entity will issue performance measures each year after negotiate with the State.
- These conditions may change pending further guidance from the State or from USDOL.

D. APPEALS PROCESS AND PROCEDURES

Any bidder who has submitted a proposal may appeal an award announcement. The process for appealing an award is as follows:

All appeals must be submitted in writing to the WDB within fifteen (15) working days of the award announcements addressed to Stephanie Collins, Board Chair (c/o: Trent Acker, SC Works Clemson, 1376 Tiger Blvd, Suite 102, Clemson, SC 29631) to review to determine merit.

In order for an appeal to be found to have merit, it must show that any substantial portion of the RFP process or a federal or state law was violated. Only appeals that cite the specific section(s) of the RFP or specific statutes that have been violated will be considered.

Appeals will not be accepted for any reasons other than those stated above. Appeals received after the established deadline will not be accepted. Appeals may not dispute a particular score or funding level received by the petitioning bidder, or the scores assigned to a competing bidder.
If an appeal is found to have merit, it will be evaluated by the Executive Committee of the WDB. Following the Executive Committee's evaluation, the appeal will be brought to the full WDB for review. The decision made by the WDB and approved by the County Council, where applicable, will be final.

PART 10: ATTACHMENTS AND FORMS

WorkLink Information and Attachments to RFP:

I. WorkLink 2015 Strategic Plan
II. WIOA Terms and Conditions
III. WIOA Terms and Conditions Local Addendum

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 G – Proposal Rating Sheet

SC WORKS | BRINGING EMPLOYERS AND JOB SEEKERS TOGETHER
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

10-14-15
Date

Jennifer H. Willis, Chair
Pickens County Council

10/3/15
Date

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2020 Committee/ Board Meeting Schedule

Committee	Meeting Dates				
Youth	January 21	March 3	May 5	August 4	October 13
Priority Populations	January 7	March 3	May 5	August 4	October 6
OneStop Operations	January 22	March 18	May 20	August 19	October 21
Finance	January 30	April 9	May 28	September 10	October 29
Workforce Development Board	February 5	April 15	June 3	September 16	November 4

Youth Committee—Meetings will be held on Tuesdays at 10:00 a.m. Staff Liaison: Sharon Crite, Youth Services Manager/Education Outreach, scrite@worklinkweb.com, 864-646-1828

Priority Populations Committee—Meetings will be held at 3:00 p.m. at the Clemson SC Works Center, Conference Room. Staff Liaison: Windy Graham, WIOA Performance and Reporting Specialist, wgraham@worklinkweb.com , 864-646-1826

OneStop Operations Committee—Meetings will be held at 3:00 p.m. at the Clemson SC Works Center, Conference Room. Staff Liaison: Jennifer Kelly, Assistant Director, jkelly@worklinkweb.com, 864-646-5898

Finance Committee—Meetings will be held at 3:00 p.m. at the Clemson SC Works Center, Conference Room. Staff Liaison: Trent Acker, Executive Director, tacker@worklinkweb.com, 864-646-1458

Workforce Development Board—Meetings will be held at 1:00 p.m. at the Madren Center. Lunch will be held at noon immediately preceding the meeting. Staff Liaison: Trent Acker, Executive Director, tacker@worklinkweb.com, 864-646-1458

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

PY 2020 Initial Budget **In-House Expenses**	**Program Adult**	**Admin Adult**	**Program DW**	**Admin DW**	**Program Youth**	**Admin Youth**		**Total**
Salaries, Fringe, & Indirect	153,007	75,104	89,794	52,814	122,600	43,762	*	537,081
SCW Centers Facility Costs	55,000	750	15,000	1,500	2,000	750		75,000
Accounting Services		3,000		5,000		2,000		10,000
Travel								-
AOP BIS Transportation								-
Supplies		250		250		50		550
Insurance		2,900		5,800		2,900		11,600
Postage		50		100		50		200
Printing		750		2,000		750		3,500
Web Site Hosting & FB, Constant Contact, & Ad		875		2,310		750		3,935
Memberships, Dues, & Prof Fees		700		900		200		1,800
Training								-
Outreach (SC Works Center's On	300		150					450
Job Fair Expenses								-
Meeting Expense	-	500	-	500	-	500		1,500
Total In-House	**$ 208,307**	**$ 84,879**	**$ 104,944**	**$ 71,174**	**$ 124,600**	**$ 51,712**		**$ 645,616**

WorkLink
WIOA INSTRUCTION LETTER NO.: PY' 20-01 (replaces WorkLink Employment and Training Instruction Letter No.: PY' 19-01)

SUBJECT: Monitoring Schedule

ISSUANCE DATE: July 1, 2020	**EFFECTIVE DATE:** July 1, 2020	**EXPIRATION DATE:** June 30, 2021

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 Innovation and Opportunity Act (WIOA) Program Year 2020 (07/01/2020 – 06/30/2021)

Adult/DW Program	01/11/2021 - 01/18/2021
Adult/DW Operator	03/15/2021 – 03/22/2021
PYC	02/16/2021 – 02/19/2021
OJT	12/21/2020 – 01/04/2021

Note: WorkLink staff responsible for monitoring:

OJT	Brandi Runion
Youth Programmatic and Financial Monitoring	Sharon Crite
Ad/DW Programmatic and Financial Monitoring	Jennifer Kelly
Adult/DW Operator	Jennifer Kelly
EO Compliance	Windy Graham