

WORKFORCE INNOVATION AND OPPORTUNITY ACT
(Authorized under Public Law 113-128)

GRANT SIGNATURE SHEET

Funded Under Title: WIOA

Grant #: 22M903Q1-ULWAP
Modification #: ORIGINAL

FISCAL ENTITY FOR:

Upstate Workforce Board
Spartanburg County
PO Box 5666
Spartanburg, SC 29304

Grantee Name and Address:

Arbor E&T, LLC d/b/a
Equus Workforce Solutions
805 N. Whittington Parkway
Louisville, KY 40222

Telephone #: 864.596.2528

Telephone #: 502.394.2100

Spartanburg County, hereinafter called the Administrative Entity, having entered into an Agreement with Arbor E&T, LLC d.b.a. Equus Workforce Solutions on behalf of the Upstate Workforce Board to administer funds received pursuant to Title I of the Workforce Innovation and Opportunity Act, will implement this part of the program for the comprehensive One Stop System. The Grant consists of the Signature Sheet, Program Work Statement, Contract Budget, and Terms and Conditions.

FISCAL ENTITY FOR:

Greenville County Workforce Development Board
Greenville County
225 S. Pleasantburg Dr., Suite C-11
Greenville, SC 29607

Grantee Name and Address:

Arbor E&T, LLC d/b/a
Equus Workforce Solutions
805 N. Whittington Parkway
Louisville, KY 40222

Telephone #: 864.467.3620

Telephone #: 502.394.2100


Greenville County, hereinafter called the Administrative Entity, having entered into an Agreement with Arbor E&T, LLC d.b.a. Equus Workforce Solutions on behalf of the Greenville County Workforce Development Board to administer funds received pursuant to Title I of the Workforce Innovation and Opportunity Act, will implement this part of the program for the comprehensive One Stop System. The Grant consists of the Signature Sheet, Program Work Statement, Contract Budget, and Terms and Conditions.

- A. **Type of Grant:** Cost Reimbursement
B. **Grant Period:** July 1, 2022 to June 30, 2023
C. **Effective Date:** July 1, 2022
D. **Reason for Mod:** Original
E. **Grant Amount by Category – 100%** of this grant is provided by Federal funding.

LOCATION	ADULT PROGRAM	DISLOCATED WORKER PROGRAM	TOTALS
Upstate	\$470,158.03	\$470,158.02	\$940,316.05
Greenville	\$558,446.50	\$558,446.50	\$1,116,893.00
WIOA GRAND TOTAL	\$1,028,604.53	\$1,028,604.52	\$2,057,209.05

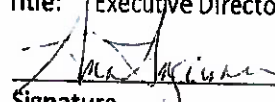
Administrative Entity Approval (Upstate):

Name: B. Cole Alverson
Title: County Administrator

 8.9.22
Signature Date


Executive Director Approval (Upstate):

Name: Ann Angermeier
Title: Executive Director

 8/5/22
Signature Date

Administrative Entity Approval (Greenville):

Name: Joseph Kernell
Title: County Administrator

 8-11-22
Signature Date


Executive Director Approval (Greenville):

Name: Dean E. Jones
Title: Executive Director

 8-11-22
Signature Date

Greenville County Council Approval:

Name: Willis Meadows
Title: Greenville County Council Chairman

8-14-2022

Signature Date

Grantee Approval:

Name: Mark Douglass
Title: President of Equus Workforce Solutions

 8/1/2022
Signature Date

**ONE-STOP OPERATOR GRANT
WORK STATEMENT
GRANT NUMBER 22M903Q1- ULWAP
ORIGINAL**

For the purpose of this Grant Agreement, entered into with Arbor E&T, LLC d/b/a Equus Workforce Solutions by Spartanburg/Greenville County, hereinafter referred to as the Grantee and Administrative Entities, and the Upcountry Local Workforce Area Partnership (ULWAP). The following Workforce Innovation and Opportunity Act (WIOA) activities shall be conducted as outlined herein within the SC Works Greater Upstate Area. The SC Works Greater Upstate Comprehensive Sites and satellite/affiliate sites shall provide WIOA services as outlined in this grant pursuant to provisions and regulations of the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-128, July 22, 2014).

PART I – GENERAL

1.0 HISTORY AND PREFACE

- 1.0.1** The Workforce Innovation and Opportunity Act (WIOA), effective July 1, 2014, is the official federal employment and training program across the United States and more specifically, the Greater Upstate Local Workforce Areas. It is the responsibility of the Greater Upstate Grantee to become familiar with the requirements of the Act and Regulations for purposes of providing the activities and services described, in part, in this Grant.
- 1.0.2** WIOA offers a comprehensive mix of workforce development activities benefiting employers, incumbent workers, job seekers, laid-off workers, youth, emerging workforce entrants, veterans, and persons with disabilities. **WIOA's objective is to promote and improve participant employment, job retention, occupational skills, and earnings.**
- 1.0.3** WIOA has three funding streams serving the following three distinct participant populations: Adults, Dislocated Workers, and Youth.
- 1.0.4** 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 employment services and corresponding eligibility criteria.

2.0 OVERVIEW OF LOCAL WORKFORCE SYSTEM

- 2.0.1** WIOA programs will be a part of a comprehensive system to provide seamless workforce development services for employers and potential job seekers. The system is a collaborative network of many organizations. Workforce development services are provided at SC Works Greater Upstate Centers. For the purposes of this agreement, SC Works Greater Upstate refers to the SC Works Greenville and SC Works Upstate one-stop centers.

- 2.0.2** The Greenville County Workforce Development Board (GCWDB) and the Upstate Workforce Board (UWB) have entered into a cooperative service agreement to form a regional service delivery partnership, hereinafter called the Upcountry Local Workforce Area Partnership (ULWAP). The Workforce Innovation and Opportunity Act (WIOA) of 2014 encourages local areas to pursue opportunities for regional collaboration and regional service delivery strategies. The GCWDB and UWB intend to collaborate regionally and to secure a vendor to provide WIOA Adult, Dislocated Worker, and One-Stop Operator services for both local boards in order to share costs and to better serve the employers and job seekers in both workforce development areas. This ULWAP partnership covers Cherokee, Spartanburg, and Union counties (under the UWB) and Greenville County (under the GCWDB).
- 2.0.3** The ULWAP has four (4) established SC Works Centers and one (1) affiliate location. Currently, the Upstate local workforce area has one (1) full-service, comprehensive center located within the Business Technology Center, and two (2) satellite sites, SC Works Cherokee and SC Works Union. The Greenville County local workforce area has one (1) full-service comprehensive center located in McAlister Square. Additionally, the UWB and GCWDB have partnered together to share in the cost of an affiliate location in Greer. It is located at Greer Relief and currently houses one office to offer WIOA services when a staff member is present.
- 2.0.4** To be a part of the system, partner agencies are expected to share in the cost equal to the benefit they receive per the law and the Technical Assistance Guide (TAG). SC Works Greater Upstate is responsible for assisting board staff with executing the MOU/IFAs for SC Works Greenville and SC Works Upstate. SC Works Greater Upstate Project Director is responsible for building and maintaining relationships with partners and ensuring partners are offering services within the comprehensive centers.

3.0 **GENERAL OPERATING RESPONSIBILITIES**

It is the responsibility of each local board to designate and certify one-stop operators in their local workforce area. It is also the responsibility of the local boards to oversee and evaluate said operators.

As the One-Stop Operator, the Grantee will be functionally responsible for operating the workforce system in Cherokee, Greenville, Spartanburg, and Union Counties. The Operator will convene partners and strategically align partners within the SC Works Greater Upstate Centers for improved and enhanced customer service through service integration.

The One-Stop Operator is responsible for coordinating the service delivery model among partner agencies within the One-Stop centers. These duties include:

Continuously:

- Coordination and overall management of the career centers, partners, and service delivery

- Development of common policies and procedures and implementing the Workforce Board policies in support of the WB's missions and visions
- Creation of consistency in the customer experience across the entire system
- Partner recruitment and convening of partners to ensure regular and open communications
- Conduct regular outreach activities and develop recruitment strategies to inform the community of services available and ensure a steady pipeline of customers coming through the center. The One-Stop Operator is expected to network and outreach with local community and faith-based organizations, libraries, other agencies, schools and other WIOA mandated partners.
- Managing partner responsibilities as defined in the Memorandum of Understanding (MOU)
- Reporting to the Workforce Boards on operations, performance and continuous improvement recommendations and efforts
- Data sharing, performance and quality management
- Coordination of system-wide calendar for One-Stop center activities and events
- Coordination of One-Stop centers staff resources across all partners to ensure sufficient coverage for customer support
- Lead efforts to increase One-Stop centers usage by job seekers and businesses
- Adherence to ADA standards for facilities and equipment
- Adherence to all federal, state and local regulations, instruction letters and policies

The One-Stop Operator is **prevented** from engaging in the following activities:

- Convening system stakeholders to assist in the development of the local plan
- Preparing and submitting local plans as required under sec 107 of WIOA
- Oversight of itself as the One-Stop Operator
- Participating in the competitive procurement for selection of the One-Stop Operators, as well as the selection or termination of the One-Stop Operators, Career Services or Youth Providers
- Negotiating local performance accountability measures
- Developing or submitting the budgets for activities of the local Workforce Boards

As the Contractor serves as One-Stop System Operator and Service Provider, the following firewalls are in place to address this:

- Instruction letters and policies are in effect which state that the WBs have sole authority for the oversight, monitoring, and evaluation of performance of the duties performed by the One-Stop Operator and Service Provider
- WBs will support creation of an environment of impartiality to ensure fairness and equitable distribution of referrals, resources and resource deployment (as it relates to space allocation, resource sharing agreements), grievance procedures, shared/common instruction letters/policies and procedures.

3.0.1 The SC Works Greater Upstate Project Director (PD) shall have overall oversight responsibility of SC Works Greater Upstate centers as follows:

1. **Performance Achievement:** Ensure that the System meets performance measures established by the USDOL, the state administrative unit, and the ULWAP. SC Works Greater Upstate performance will be evaluated by the PD and local board staff at the end of each quarter.
2. **Following established policies and issued instructions:** Ensure that federal, state, and local policies and service priorities are disseminated, followed, and achieved. The PD is responsible for maintaining an SC Works Greater Upstate Operations/Procedures Manual. This manual may be electronic and should be current and available for staff and partner use.
3. Aligning all SC Works Greater Upstate activities with the local boards Missions, Visions, and goals.
4. **Establishing Operating Hours:** Establishing and posting operating hours that adequately meet customer needs based on observed patterns and/or requests from customers. The hours of operation for the comprehensive centers are: Monday through Friday, 8:30 a.m. to 5:00 p.m. The hours of operation are subject to change based on customer needs and approval by the workforce boards. If a need arises to close any SC Works center during established business hours the PD must notify the local boards Associate Directors in writing (electronic notification is acceptable) at least one week prior to the closing date, unless the closing is due to an emergency. Signage indicating the center closure must be posted at least one week prior to the closing date, unless the closing is due to an emergency.
5. **Adequate staffing:** 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 local board staff during monitoring, if requested.
6. Ensure that all one stop partner staff has adequate space, office equipment, materials, etc., and are:
 - a. cross-trained and developed into a cohesive and highly efficient team;
 - b. adequately scheduled during operating hours; and
 - c. motivated to deliver exemplary workforce development assistance to employers, job seekers, and those seeking other services in a seamless, customer-focused environment.
7. New staff should be introduced to the local board staff within two weeks of their hire date. Local board orientation for new staff should be scheduled within two weeks of their hire date.

8. The Grantee shall collaborate with local board staff to accomplish One-Stop Certification by the deadline outlined in the local/state guidance.
9. Technical Assistance is available throughout the year. The Grantee shall request Technical Assistance as needed through the local board staff. The staff reserves the right to schedule training with Grantee staff as deemed necessary. All training provided by the local board staff will be coordinated through Equus Management Staff.
10. The local boards expect Equus management to provide staff training on WIOA. The local board staff will share relevant information with Equus management on WIOA, but it is the responsible of Equus management to take the lead in learning and implementing the new law and regulations.
11. The Grantee shall disseminate all Instruction Letters and provide guidance to Grantee staff and all partners on implementation.
12. The local board Associate Directors (AD) should be notified immediately of any staff resignations or terminations to ensure the timely deactivation of departing staff SCWOS accounts.
13. The Grantee shall provide ongoing training to WIOA funded staff, partner staff, and volunteers on aspects of the Americans with Disabilities Act (ADA) and training on meeting their accommodation needs and effectively communicating with individuals with disabilities.
14. Local board staff may conduct exit interviews with departing staff.
15. In the absence of the SC Works Greater Upstate PD, a designated individual must be chosen to oversee operations. The SC Works Greater Upstate PD should never vacate the premises during operating hours without designating someone to be in charge of the project in their absence. The local board ADs should be notified when the PD is out of the office for one (1) full day or more as well as who is chosen as the designated contact.

4.0 ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES

- 4.0.1 The parties to this agreement shall cooperate and adhere to all personnel administration and financial policies and procedures as issued by the local boards. The local board staff will issue Instruction Letters to communicate information from SCDEW and DOL that are to be followed after careful review by board staff.
- 4.0.2 Program Administration will be monitored by each local board on an on-going basis for compliance with the Act, Regulations, Statement of Work, financial reporting, data system reporting and other administrative instructions.
- 4.0.3 If deviations in any area are deemed serious, the local boards will be so advised and may elect to begin sanction procedures.

- 4.0.4 The Grantee will keep a log of all complaints received and the disposition of such complaints. The Grantee will advise the local board Associate Directors immediately if a complaint is filed.
- 4.0.5 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.
- 4.0.6 The Grantee agrees to comply and to require its officers, employees and agents to comply with all applicable local, regional, Department of Employment and Workforce-WIOA Division or United States DOL statutes or regulations regarding confidentiality in the operation of WIOA funded programs.
- 4.0.7 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 local boards Executive Director or designee.
- 4.0.8 **Data reporting for Participants/Registrants:**
The South Carolina Works On-Line System (SCWOS) shall be used for WIOA reporting by the grantee.
- 4.0.9 **Outreach/Community Awareness:**
Outreach items are not allowed to be purchased, without prior approval. Any printed materials promoting SC Works in the Greater Upstate must be approved by the local boards Associate Directors, or designee, prior to ordering or publication to ensure that the required documentation is present and correct messaging.

5.0 GRANTEE CENTRAL FILES

- 5.0.1 At a minimum, the following documents will be maintained in the Grantee's central files, some of which may be electronic (Items with an *** should be maintained at all SC Works Greater Upstate centers), and will be available for on-site monitoring purposes:
- Current Grant***;
 - Copy of Act and Applicable Federal Regulations***;
 - Staff Job Descriptions (those specific to a satellite site should also be maintained at that site);
 - Staff Time and Attendance to include annual leave hours, sick leave hours, and holiday hours;
 - Financial Procedures;
 - Property Procurement Procedures;
 - Upstate Workforce Area Instruction Letters, Greenville County Workforce Area Instruction Letters, and Regional Instruction Letters***;
 - Financial Reports and Back-up Documentation;
 - Copy of approved "out of area" travel requests; "out of area" is defined as anything outside of the four-county area;
 - Monitoring Report and Replies;
 - Log of Complaints; and
 - Log of customers/participants who received LEP services.

6.0 FINANCIAL REPORTING

- 6.0.1** Financial reports will be prepared and submitted according to instructions by the local boards finance office. Monthly financial billing documents, including all required back-up documentation.

For Upstate, please submit to:

Mr. Brent Bishop, CFO
Upstate Workforce Board
P. O. Box 5666
Spartanburg, SC 29304

Copies may be emailed to: bishop@upstateworkforceboard.org

For Greenville, please submit to:

Angela Smith, Finance Manager
Greenville County Workforce Development Board
225 S. Pleasantburg Drive, Suite C-11
Greenville SC 29607

Copies may be emailed to: asmith@greenvillecounty.org

Invoices are due on the 10th of the month. If the 10th day of the month falls on a weekend day, then the billing documents must be submitted no later than Noon on the following Monday.

The Statement of Work represents the partnership between the Greenville County Workforce Development Board, Upstate Workforce Board and Equus Workforce Solutions. The method of billing for services under this agreement is individually to each workforce board. See below for further details. Clarity on this topic is being provided for monitoring and audit purposes.

Expenditures must not exceed the approved contract budget included in this agreement. Should funds in excess of the approved contract budget be requested, a detailed explanation must accompany the request.

- 6.0.2** All SC Works Greater Upstate staff must follow the Purchasing Policy and Procedures established by the local boards, which will include requirements by Federal and State governments.
- 6.0.3** The grantee must expend or accrue at least ninety percent (90%), unless otherwise agreed upon in writing, of all allocated training and supportive services funds by June 30, 2023.

6.0.4 Disallowed Costs:

The SC Works Greater Upstate Project Director shall secure non-WIOA funds to reimburse any and all costs determined to be disallowed through financial monitoring or any costs incurred due to imposed sanctions, per Local Instruction R17-05. It is imperative that staff understand the Act, Regulations, and Circulars to ensure compliance and to reduce the likelihood of disallowed costs.

6.0.5 Grant Closeout:

Grants will be closed-out within 30 days from the end of the grant period. This deadline supersedes the deadline as stated in the Terms and Conditions. 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.

7.0 PROCUREMENT/UTILIZATION OF PROPERTY

7.0.1 Upstate

Arbor E&T, LLC d/b/a Equus Workforce Solutions is accountable for any WIOA property/equipment shown on the SC Works Greater Upstate property inventory and must adhere to the most current version of the local Instruction Letter (posted on the website) that complies with policies set by Federal and State governments.

Acquirement of computers/electronics requires notification to the Upstate Workforce Board office; refer to current version of Local Instruction Letter.

WIOA property/equipment no longer needed for the purposes of this agreement will be moved to the Upstate Workforce Board office or the board staff will determine where the property will be stored.

Property/equipment must be inventoried by the grantee at least once per program year. A copy of the inventory report must be delivered to the Upstate Workforce Board CFO no later than Noon on December 15th. If December 15th falls on a weekend day, the inventory results will be due by Noon on the following Monday. Upstate Board staff will monitor inventory for compliance during their annual monitoring reviews at each SC Works Greater Upstate location.

7.0.2 Greenville

Arbor E&T, LLC d/b/a Equus Workforce Solutions is responsible for all property documented on the SC Works Greater Upstate property inventory. Please see Local Instruction Notice on the website for detailed information on purchase and disposal of property.

All new property purchases must receive prior approval from GCWDB staff. All property purchased with WIOA funds must be labeled and documented on the WIOA List of Inventoried Property. Items that are no longer needed must either be disposed of or donated according to the guidelines provided.

A list of all WIOA property will be maintained and reviewed at least annually. The property list shall be updated by Contractor staff as needed to reflect each time that new property items are added or shall be updated to reflect each time that property items are removed. Contractor staff must resubmit list to GCWDB staff by December 15th each year.

8.0 MONITORING

8.0.1 On-site programmatic, financial, inventory and EO monitoring will be conducted by each board's staff at least once during the program year. Desktop or additional on-site monitoring may be conducted at any time, and at the discretion of the local board Associate Directors.

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

The local board staff is available to the SC Works Greater Upstate staff for technical assistance and training. These requests should be submitted per the current instruction letter. A response offering assistance/training will be issued within ten (10) business days of the request.

9.0 PARTICIPANT FILES/FINANCIAL RECORD KEEPING REQUIREMENTS

All SC Works Greater Upstate participant files and financial records must be maintained per Section 185 of the Workforce Innovation and Opportunity Act; however, it is required by local board staff that records be maintained for a period of five (5) years. If storage space is needed, please notify the appropriate Associate Director.

10.0 TERMS AND CONDITIONS

WIOA Terms and Conditions are an attachment to this grant. Please review carefully as many things have changed from the old WIA Terms and Conditions. The Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance") should be followed and replaces references to other OMB circulars. The grantee must adhere to all stipulations included in the Terms and Conditions.

11.0 GRANT MODIFICATION

Changes to this Grant, or any documents included in this Grant, can only be requested by following the appropriate Grant Modification Procedures (regional instruction letter R17-03).

The total Grant allocation may be increased in the event that funds are available, however; both parties must agree to the additional allocation of funds. The local boards must deem the increase to be in best interest of the workforce area and will have the final approval.

12.0 EFFECTIVE DATE OF GRANT

12.0.1 The effective dates of this Grant are July 1, 2022 through June 30, 2023.

12.0.2 Based upon funding availability, the Administrative Entity may extend a contract period of performance if it appears to be in the best interest of the Administrative Entity and is agreeable with the Contractor. Services must be procured every four (4) years at a minimum. The local boards can procure prior to 4 years if the contractor is not meeting performance or contract expectations. Procurement will occur for PY25 based on the 4-year requirement.

13.0. CERTIFICATION STANDARDS/ MOU/IFA

13.0.1 Arbor E&T, LLC d/b/a Equus Workforce Solutions will be responsible for achieving One-Stop Certification in the three designated areas: Employer Services, Job Seeker Services and Management Standards as it relates to State Instruction Letter 16-09 and related changes or any new guidance issued.

13.0.2 Arbor E&T, LLC d/b/a Equus Workforce Solutions is responsible for the functional supervision of SC Department of Employment and Workforce (SCDEW) staff and on-site partners located within each center.

13.0.3 Arbor E&T, LLC d/b/a Equus Workforce Solutions is responsible for developing cost sharing and management agreements to ensure cost sharing and functional supervision is implemented appropriately.

13.0.4 Arbor E&T, LLC d/b/a Equus Workforce Solutions is responsible for reconciling cost and infrastructure funding agreement invoices quarterly for the Upstate Workforce Board. Arbor E&T, LLC d/b/a Equus Workforce Solutions is responsible for providing any center infrastructure related invoices to the Greenville County Workforce Development Board so the GCWDB may invoice partners quarterly.

13.0.5 Arbor E&T, LLC d/b/a Equus Workforce Solutions is responsible for the performance of the One-Stop System as a whole.

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

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

- a. Section 188 of the Workforce Innovation and Opportunity Act of 2014;
- b. Title VI of the Civil Rights Act of 1964, as amended;
- c. Section 504 of the Rehabilitation Act of 1973, as amended;
- d. The Age Discrimination Act of 1975, as amended;
- e. Title IX of the Education Amendments of 1972, as amended;
- f. 29 CFR Part 38 and all other regulations and instruction letters implementing the above.

14.0.2 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 US Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

14.0.3 The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.

15.0. CONTRACT CLAUSES

15.0.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto.

15.0.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

15.0.3 Force Majeure. The performance of this Agreement may be delayed and/or suspended by any act of God, war, civil disorder, terrorist acts, employment strike, hazardous or harmful condition, any alleged criminal or reckless acts, or other cause beyond the control of either party (Force Majeure Event). Neither Party shall be held liable for any default, damages and/or breach of agreement should the performance of this Agreement be delayed and/or suspended due to any Force Majeure Event. In the event performance of this Agreement is delayed and/or suspended due to a Force Majeure Event, performance may only resume upon the mutual assent of the parties that the Force Majeure Event has subsided and all parties are safe to resume performance of their respective duties under the Agreement. Should the performance of the Agreement be suspended or delayed as the result of a Force Majeure Event, the parties hereby agree that this Agreement shall be extended by the amount of time the performance is suspended or delayed.

15.0.4 Severability. All parties hereto agree that should any provision of this Agreement be determined to be invalid or unenforceable, under present or future laws effective during the term of this Agreement, such determination shall not affect the legality, validity, and enforceability of the remaining terms and provisions of this Agreement which shall continue in full force and effect.

15.0.5 Notices. Any and all notices requested, required or permitted under this Agreement by either Party to the other shall be affected either by personal delivery in writing or by US Mail, postage prepaid, overnight delivery, or other reasonable means, and delivered to the address listed below:

To Greenville BOARD Dean E. Jones
225 S. Pleasantburg Drive, Suite C-11
Greenville SC 29607

To Upstate BOARD Ann Angermeier
PO Box 5666
Spartanburg, SC 29304

To Equus: Nikki Burgess
145 N. Church Street, Suite B-110
Spartanburg, SC 29304

With Notice Copy: Chief Legal Officer
805 North Whittington Parkway
Louisville, KY 40222

16.0 CALENDAR

16.0.1 The following PY22 Holiday Calendar includes all holidays for the Equus Workforce Solutions staff:

Independence Day	July 4, 2022
Labor Day	September 5, 2022
Veteran's Day	November 11, 2022
Thanksgiving	November 24, 2022
Christmas	December 26, 2022
New Year's Day	January 2, 2023
Dr. Martin Luther King Jr.	January 16, 2023
President's Day	February 20, 2023
Memorial Day	May 29, 2023
Juneteenth	June 19, 2023

PART II – CAREER SERVICES/TRAINING SERVICES

1.0 GENERAL

1.0.1 The mission of the SC Works Greater Upstate system is to establish and continuously improve an accessible, seamless, and customer-focused one-stop delivery system in Cherokee, Spartanburg, Union, and Greenville counties by assisting employers, job seekers, and those seeking other workforce or community related services.

- 1.0.2 SC Works Greater Upstate centers will help all area employers and job seekers. The SC Works Greater Upstate centers 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. It is expected that all staff and volunteers be familiar with program and partner services to ensure customers/participants are provided quality service.
- 1.0.3 Adults (those 18 and older) and Dislocated Workers who are unable to find a suitable job, paying sustainable wages, may be certified and determined eligible to receive WIOA services. If eligible and suitable, participants can receive group and one-on-one assistance to identify barriers which hinder their ability to find and retain self-sufficient employment. Every enrolled participant will undergo a comprehensive assessment, career planning and guidance, and develop an Individual Employment Plan (IEP) which may indicate the need for other career services, which may include but is not limited to: job readiness workshops, job clubs, short-term skills upgrading, work experience assignments, and ongoing coaching and case management.
- 1.0.4 Those participants who are unable to obtain or retain sustainable employment through career services alone may be considered for possible training services. The ULWAP has defined self-sufficiency and set priorities for training funds. Self-sufficiency has been defined as: Adults – 250% of the Lower Living Standard Income Level (LLSIL), and Dislocated Workers – employment at 90% of pre-layoff wages.

The most current instruction letters should be used by SC Works Greater Upstate to determine eligibility and suitability for training services.

SC Works Greater Upstate is required to serve a minimum of 75% low income or basic skills deficient Adults. See regional instruction letter R17-04 for further details.

The SC Works Greater Upstate staff must ensure that they have followed the *Procedures Manual* detailing how an individual progressed from career services into training services, and that all required paperwork and assessments have been accurately completed. This documentation must be kept in the participant's file.

WIOA funded Talent Development Specialist must verify the eligibility of an individual prior to establishing an Individual Training Account (ITA). In order for a participant to be approved for a training voucher, the following criteria must be met:

- A. Efforts by WIOA funded staff and SC Works Greater Upstate Partner staff to ensure that career services one and career services two were utilized in the attempt to secure and retain unsubsidized employment at the self-sufficiency wage.
- B. A WIOA funded Talent Development Specialist determines that the individual is eligible and requires training in order to obtain/retain employment at a level of self-sufficiency.
- C. The individual has demonstrated the desire, skills, and qualifications to successfully participate in the selected training program. The individual must meet the required

level, for the job in which he/she seeks training, on an appropriate state-approved work readiness assessment. This criterion will not apply to OJT participants, unless they are already enrolled in the WIOA program. If the individual does not meet the required level on any assessment, he/she must remediate utilizing the provided software, Adult Education, the Adult Learning Center or another provider. The individual must retest until the time that he/she meets the required assessment level. The local board staff recommends that the individual retest no more than three (3) times before guiding the customer to explore other training options. SC Works Greater Upstate may only pay for testing one time per customer.

- D. The participant, with assistance from their Talent Development Specialist, should review labor market, career, and training provider information, to include provider placement information, in detail to help make an informed decision regarding the best training path. Labor market information will be verified by the Talent Development Specialist to ensure that the desired occupation is in high demand locally or that the individual is willing to relocate to an area where the training occupation is in high demand.
- E. Talent Development Specialist must acquire financial information from eligible training providers; assist participants with the admissions process, any scheduling and attendance issues, and any other requirements prior to issuing vouchers to participants. All documentation must be maintained in the participant's file.
- F. The Talent Development Specialist must coordinate all WIOA training resources with Pell Grants, Lottery Assistance Funds and other financial aid awards. Follow-up is required to ensure that WIOA funds are not charged, or that they are reimbursed, for any expense related to an individual's account for which financial aid has been awarded. Verification of these efforts must be documented in the participant's file and in a SC Works Online Services (SCWOS) case note. It is the responsibility of the SC Works Greater Upstate operator to ensure that WIOA funds are reimbursed should the customer drop out of training during the allowable reimbursement period. Participants who drop out of training should be advised to bring their books back to the SC Works Greater Upstate office. The Talent Development Specialist should then return the books to the training provider, and the SC Works finance department should arrange for the funds to be returned to the SC Works Greater Upstate account.

Voucher payments must only be issued for one training session (semester, quarter, etc.) at a time to verify successful completion by the participant. The voucher payment may cover the costs of tuition, books, supplies, and any other applicable fees, as determined necessary to complete the session. Voucher payments will be the responsibility of the SC Works Greater Upstate finance department. The Talent Development Specialist and SC Works Greater Upstate finance staff should work together to ensure that a refund, per the training provider's policy, is issued for WIOA participants who drop out of a training program. It is imperative that the Talent Development Specialist advise the SC Works Greater Upstate finance staff

immediately when a participant drops out of training to ensure a timely reimbursement request from the training provider.

Training length and funding caps are determined by the local boards, and are issued via written instruction and may be modified periodically due to funding availability and/or other factors.

Eligible dislocated workers will be referred to training on a first come, first served basis as training funds are available. Dislocated workers cannot receive training in the field in which they were employed before displacement.

At the conclusion of training services, the WIOA Talent Development Specialist and the training service provider should coordinate job placement.

- 1.0.5 The focal point of Career Services will be the local SC Works Greater Upstate comprehensive and satellite locations in Cherokee, Greenville, Spartanburg, and Union counties. The Workforce System, defined as a network of mandatory and optional partners, programs, centers, and service providers that collectively address the community's workforce development needs, will have a presence in each county through SC Works Greater Upstate centers. The local boards have appointed Arbor E&T, LLC d.b.a. Equus Workforce Solutions as the One-Stop System Operator for the Greenville and Upstate Local Workforce Boards.
- 1.0.6 The purpose of the adult programs is to prepare people for the workplace.
- 1.0.7 SC Works Greater Upstate Talent Development Specialist must maintain contact with Career Services 1 participants no less than bi-weekly if enrolled.
- 1.0.8 SC Works Greater Upstate Talent Development Specialist must maintain contact with Career Services 2 participants no less than monthly.
- 1.0.9 Customer Satisfaction Surveys should be collected on a consistent basis and submitted to the local Associate Directors for review. The local board staff may survey customers as needed *without* notification to the Project Director. Recurrence of the same customer service complaints will result in initiation of sanctions as outlined in Regional Instruction Letter R17-05 (or the most current version).

PART III – BUSINESS SERVICES

Another key element of the Greater Upstate workforce area's operational plan is a strategy for serving employers. Employers want to save time and money. One-Stop partners will utilize job listings and will encourage their customers to register for work in SCWOS. Efforts to contact and market workforce development programs to employers will be coordinated with the SC Works Greater Upstate Director of Business Solutions (DBS) identified by the ULWAP.

1.0 GENERAL

- 1.0.1 Business Service Team (BST) members will operate under the direction of the SC Works Regional Director of Business Solutions. The SC Works Regional Director of Business Solutions has been designated by the local boards as the BST Lead under One Stop Certification Standards.
- 1.0.2 Businesses are the number one priority for the local workforce areas. The SC Works Greater Upstate DBS will coordinate all business services for the four-county region.
- 1.0.3 The BST will promote workforce services to the business community, to include public speaking events. Partner business services should be included in outreach and informational materials.
- 1.0.4 The BST will arrange business workshops in all SC Works sites, as needed.
- 1.0.5 All communication with economic development, ReadySC, chambers of commerce and media should be coordinated and approved by the Regional Director of Business Solutions. In Cherokee, Spartanburg and Union counties, only designated staff may speak on behalf of SC Works for the Upstate WB. See local instruction letter for further details.
- 1.0.6 Business services strategies will be continuously updated and improved. A list of available business services should be readily available in all SC Works Greater Upstate centers and taken when attending public speaking events.
- 1.0.7 Recruitment and pre-screening for employers is a primary business service of the SC Works Greater Upstate system. The BST is responsible for fully and accurately informing all SC Works management and staff of job requirements for all job openings to ensure only quality referrals are delivered. The BST is required to develop recruitment and pre-screening strategies for large recruitment events (approved by the Regional Director of Business Solutions) and coordinate such activities with the rest of the SC Works staff to ensure employers receive quality referrals in a timely manner.

2.0 ON-THE-JOB TRAINING (OJT)

- 2.0.1 On-the-Job Training (OJT) is a training opportunity for participants who are expected to be hired by an employer in the public or private sector and is engaged in productive work, to provide the knowledge and skills essential to the full and adequate performance of the job. OJT is a training option to be conducted in the highest skilled occupation appropriate for the eligible participant. It is not intended as subsidized employment for low skilled occupations which require very little training time. Care should be taken to ensure that the training results in the acquisition of transferable skills in the event that the participant later separates employment with an employer for any reason. Payments to employers are deemed to be in compensation for the costs associated with the lower productivity of such participants.
- 2.0.2 Delegated Equus Workforce Solutions BST staff will serve as the WIOA OJT contract writers.

- 2.0.3** All OJT activities will be coordinated by the BST with direction from the SC Works Regional Director of Business Solutions.
- 2.0.4** The On-the-Job Training employer may be paid for the extraordinary costs of training an individual in an amount not to exceed 50% (unless the special DOL waiver is in effect allowing more) of the participant's wages for the number of hours negotiated. The number of hours shall be based upon the training plan established for the individual, taking into consideration the current skill level and the skills required for the job, but not longer than what is specified in the Specific Vocational Preparation (SVP) Code of the training occupation. OJT contracts should be written for a minimum of 160 hours and a maximum of 1040 hours. A request can be submitted to the ULWAP for approval of an OJT contract written for more than 1040 hours, if associated with a South Carolina State registered apprenticeship program.
- 2.0.5** The training outline/length indicated in the OJT contract is based on the employer's "normal" work week. Overtime hours worked by an OJT participant will not count toward the negotiated length of training. Overtime will not be included in the contracted training hours. Overtime is defined as "hours over the contracted work week hours."
- 2.0.6** OJT participants will be compensated at the same wage rate, including benefits and periodic increases, as similarly situated employees. While it is conceivable that the individual might receive a lower training wage, the wage cannot be less than \$12.00 per hour. OJT participants will work the same standard hours as those of the employer's regular workforce and will be provided the same benefits and working conditions as other employees working a similar length of time and doing the same type of work.
- 2.0.7** Prior to a commitment to hire, an employer is permitted to refer a job applicant who may not meet all of the experience and skill requirements of a position to the SC Works Greater Upstate staff for possible consideration for an OJT placement. If an initial objective assessment indicates that the applicant may be OJT appropriate, WIOA staff can proceed with certification and enrollment. If the Talent Development Specialist determines that the OJT represents the appropriate activity and vocational goal for the participant, the participant may be placed in the OJT activity. Business Solutions staff must ensure that employers understand the requirements of the OJT program.
- 2.0.8** When selecting jobs for which OJT training will be offered, staff must consider opportunities that provide experience otherwise not available to the participant, lead to economic self-sufficiency, and provide upward mobility.
- 2.0.9** For the purpose of this WIOA Grant, OJT contracts will not be extended to an employer who has relocated to the area until at least 120 days after the relocation if the relocation of the business, or part thereof, results in the loss of employment for any employee at the original location. The employer will be required to provide proof of at least 120 days of operation at the current location. BST staff must provide this documentation for the Participant Case File.

- 2.1.0** When possible, OJT contracts will be developed for specific, enrolled participants, based on their objective assessment, as documented in the Individual Service Strategy (ISS).
- 2.1.1** OJT opportunities should be offered to individuals who are unable to obtain similar employment and lack the related education, training, or work experience for the specified job. The employer will make the final selection, from the referral pool, based on suitability for the training opportunity.
- 2.1.2** An OJT participant should not be placed in a position in which he/she has previously received training or work experience, unless the job requires new skills or involves upgraded technology for which the participant was not previously trained. In that case, the training plan and length of training shall include only those new/different areas.
- 2.1.3** OJT positions cannot be filled by participants who have previously performed the same job with the employer. A participant should not be extended an OJT opportunity with an employer if he/she has previously worked for that employer in any capacity. Written approval from the local workforce board Director must be obtained prior to placing an individual with a previous employer.
- 2.1.4** Staff must obtain written approval from the local workforce board Director (or designee) prior to developing OJT contracts for seasonal and/or high turnover jobs (more than 40% turnover in the last twelve months). In addition, staff must obtain written approval from the appropriate workforce board Director prior to developing OJT contracts for more than five (5) positions or 25% of the employer's workforce.
- 2.1.5** OJT contracts can only be developed for full-time employment (30 hours per week or more), unless approved by workforce board Director for a part-time opportunity in connection with an apprenticeship, co-op, or tech scholars program. Participants must also receive the employer's full benefit package.
- 2.1.6** A signed OJT Contract must be in place with the employer prior to the employer hiring any participants for OJT positions. Both the employer and TDS staff must retain a copy of the OJT Contract. BST staff must obtain a signed statement detailing that the OJT contract has been thoroughly reviewed and the employer understands all requirements. OJT agreement and back up documentation will be maintained in the participant case file.
- 2.1.7** The OJT Contract must contain, at a minimum, the following elements:
 - A. A detailed description of the training services to be provided that will allow for a fair analysis of the proposed costs, training outline that includes the total training length, training hours by skill or task, and any other information relative to the occupation;
 - B. A start and end date
 - C. The method and maximum amount of reimbursement for the OJT training;

- D. The maximum number of participants to be trained;
 - E. A job description and participant wage rates;
 - F. Reporting requirements;
 - G. Record maintenance requirements including: participant(s) attendance, training record, description of payroll records, time and attendance reports, and job duty descriptions. The employer will be required to maintain these records for a period of no less than five (5) years. The contract will also include a stipulation that such records are subject to review at any time;
 - H. A termination clause for non-performance;
 - I. A signed statement confirming that the employer will comply with the Workforce Innovation and Opportunity Act and Regulations, and
 - J. A statement from the employer confirming that the participant would not have been hired without the OJT opportunity.
- 2.1.8** Training outlines should specify all skills that the participant will acquire during the OJT to ensure that the OJT focuses on training and not primarily filling a vacant position. A copy of the training outline should be provided to each OJT participant and a copy maintained in both the staff and employer's file.
- 2.1.9** The length of OJT training may exceed the period of time generally required for acquisition of the skills needed for the agreed upon occupation; however, written justification must be submitted to BST staff and documentation must be maintained in both the participant and employer's file.
- 2.2.0** Justification for extending training time must be based on factors such as: sophistication of training requirements in relation to the participant's basic skills level, low productivity, childcare and transportation issues, and other barriers which have affected the training schedule. The Specific Vocational Preparation Code (SVP) will be used to indicate the level of sophistication and maximum length of training time required for an occupation. BST staff will not develop an OJT for any job below a Skill Level Code 2 without written approval from the local board's Executive Director or designee. In the event that the maximum length of training time for an occupation is determined to be insufficient after the initial training is completed, written justification must be documented in the participant's ISS and the initial OJT contract modified to reflect the change.
- 2.2.1** Both the participant and BST staff must initial the training length change to ensure that the participant is aware of his/her progress.
- 2.2.2** Subsequent OJT contracts will not be developed for employers who exhibit a pattern of failing to provide OJT participants continued long-term employment (minimum of six months beyond the training period) as regular, full-time, employees with wages and working conditions at the same level, and to the same extent as like employees.

- 2.2.3 BST staff will explain, review, and provide the employer with a copy of the OJT Employer Terms and Conditions, which are a part of the OJT Employer Contract. Signed documentation confirming the above will be maintained in the participant case file.
- 2.2.4 BST staff will explain, review, and provide the employer with a copy of the OJT Negotiation Worksheet, which is part of the OJT Employer Contract. Signed documentation confirming the above will be maintained in the participant case file.
- 2.2.5 BST staff will orient all employers entering into OJT contract agreements about the employer's responsibilities. At the time of the OJT contract finalization, a monthly reimbursement schedule will be negotiated with the employer. Monthly time sheets and progress reports/invoices must be completed. A copy must be submitted to the BST staff and maintained in both the participant and employer's file.
- 2.2.6 BST staff will ensure that all OJT contract agreements are written on a hire first, train later basis. Before training begins, an employer must hire eligible individuals with the expectation of continuing employment after training is complete. Future OJT contracts will not be developed for any employer not in compliance with the aforementioned stipulation. Staff will review an employer's retention rate prior to negotiating additional OJT contracts.
- 2.2.7 A signed Nepotism Statement must be retained in the participant and employer file.
- 2.2.8 A modification of the OJT contract will be necessary:
 - A. To extend the hire/completion dates when the 90-day hiring period has expired and employer plans to fill vacancies.
 - B. To extend the contract completion date when a participant does not complete the OJT training period as scheduled.
 - C. To change training hours for a particular occupation based on the length of training needed for an individual, as documented in the ISS.
 - D. To add/delete OJT slots and to obligate/de-obligate funds; and
 - E. To make any necessary changes to the scope of the original contract.
- 2.3.0 BST staff will schedule participants for interviews with the employer. The employer will make the final selections.
- 2.3.1 Reimbursement from the SC Works finance department will be processed monthly upon approval of signed invoices, time sheets, and attendance records. Time sheets and attendance records must be signed by both the participant and the employer. Should the OJT participant be unavailable to sign, payroll records may be submitted to verify hours worked. Reimbursement will be based only on the total number of hours worked by a participant for whom wages were paid during the invoice period. Documentation must be maintained in the participant file.

The first monthly reimbursement should not be processed until the evaluation has been submitted by the employer. The evaluation will be maintained in the participant case file, along with monthly timesheets.

- 2.3.2** Reimbursement will not occur for hours paid for holidays, sick days, vacation days, etc. Participants do not receive training during these times and therefore are not reimbursable.
- 2.3.3** The BST staff is responsible for verifying the accuracy of monthly invoices, time sheets and attendance reports through periodic monitoring visits. BST staff **will** be responsible for verifying the invoices. Documentation of monitoring visits will be maintained in the BST staff and employer file.
- 2.3.4** The Business Services Team will conduct OJT on-site monitoring as follows:
 - A. The staff must monitor each OJT employer at least once during the active period of any OJT contract lasting up to three months and at least twice for OJT contracts lasting up to six months. Employers should be monitored on-site or virtually periodically to verify the validity of requested reimbursement amounts. Accuracy of payroll and attendance records, and compliance with the agreed upon training plan should be verified. BST staff must conduct on-site or virtual monitoring prior to the first reimbursement. Every effort should be made to review employer records before the final invoice is paid. If this is not possible, the employer records should be reviewed before the end of the current program year.
 - B. Additional monitoring of employers must be conducted if a previous monitoring visit indicates poor performance or non-compliance with the terms and conditions of the contract.
 - C. Local board staff will monitor all OJT contracts at least once during the current program year or at their discretion.
- 2.3.5** Documentation of all monitoring activities will be maintained in the BST staff employer file. Evaluations will remain in the participant case file.
- 2.3.6** Upon completion of each OJT contract, the following information will be added to the business solutions SharePoint tracking: the number of individual OJTs developed, the number of completed trainings, and the training completion rate.
- 2.3.7** SC Works Greater Upstate staff will provide case management/counseling to each OJT participant to include, but not limited to: personal, vocational, family, financial, etc., as needed before, during, and after OJT training. Staff will refer the participant to appropriate partner agencies and/or any other social organizations as needed. SC Works staff will be responsible for participant and employer follow-up for twelve (12) months following the completion of the OJT contract.

3.0 **INCUMBENT WORKER TRAINING**

- 3.0.1** The BST will develop, manage, and monitor all IWT contracts according to the established IWT policies and procedures. The deadline for obligation of all IWT funds will be provided by the local board staff.
- 3.0.2** Per the IWT policy, businesses are required to submit Cumulative Expenditures Reports and Trainee Progress Reports no less than once per quarter.
- 3.0.3** The BST is required to provide IWT agreements, IWT agreement modifications, and IWT final program reports to SCDEW via DropBox within 15 days of the effective date. Reference State Instruction 20-08 (or most recent State Instruction Notice).
- 3.0.4** Each LWDA will maintain trainee information, expenditure, and backup documentation forms locally.
- 3.0.5** The local board staff will establish a fund expenditure deadline date. Funds not spent by the deadline date will be recaptured and reallocated to the next business approved for funding by the Upstate Workforce Board or Greenville County Workforce Development Board.

4.0 TRANSITIONAL JOBS

- 4.0.1** Transitional Jobs provide paid work experience to individuals with chronic unemployment or an inconsistent work history and must be combined with other career services to include supportive services. The BST will develop, manage, and monitor all Transitional Jobs contracts according to Regional Instruction Letter R17-08.
- 4.0.2** The BST and TDS will ensure that both the individual and the employer meet all eligibility criteria listed in R17-08.
- 4.0.3** The BST will execute an agreement with the employer detailing the position, as well as all terms for the TJ.
- 4.0.4** The Upstate Workforce Board and the Greenville County Workforce Development Board will provide oversight through regular reviews of the transitional job requests to make sure they are reasonable, based on factors such as trainee experience, appropriate hourly wages, trainee needs, work history and any other relevant factors.
- 4.0.5** Per WIOA Section 134(d)(5), not more than ten percent (10%) of Adult and Dislocated Worker funds may be used to provide Transitional Jobs to individuals. For PY22, funds spent on TJ in Greenville must not exceed \$120,000, and funds spent on TJ in the Upstate must not exceed \$120,000.

5.0 Work Experience

- 5.0.1 Standalone training in demand occupations; may be coupled with classroom training and/or OJT.
- 5.0.2 The primary purpose of the WIOA Work Experience program is to provide training in a work environment that will enable participants to enhance their employability skills and to increase their potential for obtaining unsubsidized employment.
- 5.0.3 Work experience is designed for those individuals who have not worked for an extended period of time or those who are entering a new career. A temporary short-term work assignment is provided through the Work Experience program to develop good work habits and basic work skills.
- 5.0.4 The Work Experience Training Worksite Agreement will outline the responsibilities of the work experience worksites for delivering hands-on training to eligible WIOA participants.
- 5.0.5 Work Experience may take place for up to 12 weeks with a maximum cost of \$6,000.

PART IV – REQUIREMENTS

Training and Supportive Services (Adult and Dislocated Worker) Fund Expenditure Rate Requirement:

Training is defined as:

- Pre-Vocation (215)
- Work Experience/Transitional Jobs (219)
- On the Job Training (301)
- Occupational (300 & 328)

Entered Training: The GCWDB and UWB have determined the following industries are priority industries in our region. While no required percentages are set, Equus should report on training numbers and percentages for the following priority industries in order to keep the Boards updated on current training trends:

- Advanced Manufacturing
- Construction Trades
- Logistics/Distribution
- Other

GREENVILLE: Ninety Percent (90%) of all allocated Training and Supportive Services funds must be expended by the grant end date (unless otherwise approved by the Executive Director), with the following benchmark requirements:

- \$210,000.00 of the total spent by December 31, 2022 (Greenville)

For the Greenville area, **first quarter obligations and expenditures (July 1, 2022 – September**

30, 2022) must not exceed \$180,000 in the Adult fund stream and \$180,000 in the DW fund stream for a total of \$360,000.00 (including Salaries/Fringes, Operational Expenses, Training/Supportive Services, Indirect/Management Fees, etc.).

Participant Cost Rate: The grantee must have a 42% participant cost rate for program year 2022 for Greenville.

UPSTATE: Ninety Percent (90%) of all allocated Training and Supportive Services funds must be expended by the grant end date (unless otherwise approved by the Executive Director), with the following benchmark requirements:

- \$150,000.00 of the total spent by December 31, 2022 (Upstate)

For the Upstate area, **first quarter obligations and expenditures (July 1, 2022 – September 30, 2022) must not exceed a total of \$300,000.00** (including Salaries/Fringes, Operational Expenses, Training/Supportive Services, Indirect/Management Fees, etc.).

Participant Cost Rate: The grantee must have a minimum of 38% PCR. The current budget equates to 31.43%. With the anticipated resiliency modification, the PCR will only increase to 35.54%. If the training and supportive services are 100% spent, it will still only allow our workforce area as a whole* to reach 29.59% (with resiliency mod). Additional modification is required in October to ensure the local grant meets the minimum 38% for program year 2022 for Upstate. The board can petition the state for a waiver if you have strong supporting documentation on why this measure cannot be met. This must be submitted no later than August 5, 2022.

*calculated using local area allocation not grant amount

PY22 Enrollment Goals:

The local workforce boards expect SC Works Greater Upstate to meet the following benchmarks during PY22 (at a minimum)

- **Greenville:**
 - 155 **NEW** enrollments (Adults and Dislocated Workers)
- **Upstate:**
 - 155 **NEW** enrollments (Adults and Dislocated Workers)

SC Works Greater Upstate is required to serve a minimum of 70% low income or basic skills deficient Adults. See regional instruction letter R17-04 for further details. It is expected by both boards to maintain around 75%.

- The local boards will monitor enrollments monthly along with the Project Director.
- Dislocated Worker recruitment should be targeted. The local boards expect SC Works Greater Upstate to creatively find and engage Dislocated Workers during PY22.

OJT Contract Development Expectations:

- The local boards expect SC Works Greater Upstate to use OJT activities as appropriate. It is expected that there be no less than 20 per workforce area.

Work Experience:

- The local boards expect SC Works Greater Upstate to use Work Experience activities as appropriate.

Transitional Jobs:

- The local boards expect SC Works Greater Upstate to use Transitional Jobs activities as appropriate.

Community Outreach Expectations: (should be reported on the JIT report that is submitted monthly)**Cherokee County:**

- Attend no less than four (4) community events per month to promote SC Works services

Greenville:

- Attend no less than eight (8) community events per month to promote SC Works services

Spartanburg County:

- Attend no less than six (6) community events per month to promote SC Works services

Union County:

- Attend no less than four (4) community events per month to promote SC Works services

Recruitment Events:

It is expected that the Director of Business Solutions will work with SCDEW staff and other BST partners to ensure that a minimum of four (4) recruitment events are held on-site at the SC Works Spartanburg location monthly. It is also expected that the BST partners strive for four (4) recruitment events on-site at the SC Works Greenville location monthly, but the GCWDB understands this goal may not be met every month. These events should be approved by the Regional Director of Business Solutions.

It is also expected that there be at a minimum one (1) regional job fair annually.

Success Stories/Dashboard/Just in Time Report:

The SC Works Greater Upstate Project Director must submit a minimum of one success story from each SC Works Greater Upstate Talent Development Specialist no later than ten (10) days

after the end of each quarter. The SC Works Director of Business Solutions should also prepare and submit a minimum of one success story per workforce area. Stories should be submitted to the local board Associate Directors quarterly.

Each story should be accompanied by the following: a release signed by the participant, an overview of the services received, assigned staff contact information, participant photo and contact information.

The dashboard and JIT report should be submitted to the local workforce board Associate Directors no later than the 10th of the following month. If the 10th falls on a weekend day, the report and dashboard should be submitted on Monday.

Social Media:

SC Works Greater Upstate is expected to use social media to connect with the community. It is a free resource to outreach and promote services. There are also free programs that allow you to schedule content for posting (e.g., Hootsuite). Number of posts for the month and new follower/likes should also be reported on the JIT report monthly.

Posts:

- One (1) post per workday on one of SC Works Greater Upstate's social media accounts (e.g., Facebook, Twitter, etc.)

Increase Followers:

- Facebook- 200 new followers during PY22 (baseline 5,627).

Performance Measures:

DOL and State have not issued performance for PY22. The following PY21 goals should be maintained until new goals have been agreed upon.

Performance Measure	PY21 Greenville Goals	PY21 Upstate Goals	PY22 State Goals
Adult Employment Rate 2nd Quarter After Exit	80.80%	78.70%	77.8%
Adult Employment Rate 4th Quarter After Exit	75.80%	76.50%	74.0%
Adult Median Earnings 2nd Quarter After Exit	\$5,800	\$6,429	\$ 6,193
Adult Credential Attainment Within 4 Quarters After Exit	63.00%	65.50%	65.0%
Measurable Skill Gains	51.00%	50.50%	55.2%

DW Employment Rate 2nd Quarter After Exit	81.10%	81.60%	81.1%
DW Employment Rate 4th Quarter After Exit	77.00%	81.00%	80.4%
DW Median Earnings 2nd Quarter After Exit	\$7,875	\$7,996	\$ 7,935
DW Credential Attainment within 4 Quarters After Exit	62.50%	60.50%	65.6%
Measurable Skill Gains	49.20%	48.50%	57.1%

In addition to Adult, Dislocated Worker and Youth WIOA programs, these WIOA measures apply to:

- Adult Ed & Literacy under Title II
- Wagner-Peyser (Adult Measures Only and New Employer Measure)
- Selected programs under Title I of Rehabilitation Act of 1973
- Job Corps – (Youth Measures and possibly New Employer Measure)

COVID-19 Considerations

The COVID-19 Pandemic has created unprecedented circumstances for Local Workforce Development Areas across the US. Given this unique situation, we expect that Equus Workforce Solutions will:

- Use virtual services as appropriate (including but not limited to enrollments, orientations, workshops, and/or job fairs) to maximize services for job seekers and employers where in-person services are not in the best interest of customers or staff;
- Be responsive to changes that need to be made in service delivery due to COVID-19;
- Inform UWB and GCWDB staff if the SC Works Centers are no longer able to safely remain open and serve customers in-person;
- Follow local, state, and federal guidance related to COVID-19, including safety measures and guidelines given by the Center for Disease Control as they pertain to operating the SC Works Centers.

-----END-----

Funding for the attached budget comes from the following funding streams. At no time should Arbor E&T, LLC d/b/a Equus Workforce Solutions exceed the below in each category.

	Current
Upstate WIOA Formula Adult Program	\$ 470,158.03
Upstate WIOA Formula Dislocated Worker Program	\$ 470,158.02
Upstate WIOA Formula Total	\$ 940,316.05
Greenville WIOA Formula Adult Program	\$ 558,446.50
Greenville WIOA Formula Dislocated Worker Program	\$ 558,446.50
Greenville WIOA Formula Total	\$ 1,116,893.00
GRAND TOTAL	<u>\$ 2,057,209.05</u>
GREATER UPSTATE WIOA TOTAL	<u>\$ 2,057,209.05</u>

*Based upon current estimates and minor variances are anticipated; variances beyond 10% of total will require modification

Service Provider
Arbor E&T, LLC d/b/a Equus Workforce
Solutions

Project/Activity
ONESTOP OPERATOR

22M903Q1-ULWAP

22M903Q1-ULWAP

Original

WIOA

2,057.209.04

Upstate Budget

*Aboor may use Salaries, Fringe and Temporary Help categories interchangeably provided the total expenses do not exceed approved amount and is in compliance with the approved staffing plan

INDIRECT COST SUMMARY

PY2022

<u>Line Item</u>	<u>Total</u>	<u>Greater Upstate</u>	<u>Greenville</u>	<u>Upstate</u>
Salaries	\$ 716,074.22	\$ 373,148.48	\$ 342,925.74	
Fringes	\$ 227,251.80	\$ 105,094.12	\$ 122,157.68	
Temporary Help	\$ -	\$ -	\$ -	
Dues - Professional	\$ 350.00	\$ 150.00	\$ 200.00	
Mileage	\$ 8,000.00	\$ 5,000.00	\$ 3,000.00	
Professional Development	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00	
Travel - Out of Town	\$ -	\$ -	\$ -	
Office Supplies	\$ 15,000.00	\$ 8,000.00	\$ 7,000.00	
Outreach	\$ -	\$ -	\$ -	
Printing	\$ 1,200.00	\$ 600.00	\$ 600.00	
Postage	\$ 1,300.00	\$ 500.00	\$ 800.00	
Rent	\$ 41,013.00	\$ 3,610.00	\$ 37,403.00	
Equipment Rental	\$ 3,133.08	\$ 1,741.32	\$ 1,391.76	
Consulting Services	\$ 7,261.28	\$ 3,060.00	\$ 4,201.28	
Telephone	\$ 17,500.00	\$ 12,500.00	\$ 5,000.00	
Electric/Utilities	\$ 1,500.00	\$ -	\$ 1,500.00	
Bldg/Equipment M&R-Insurance-Janitorial	\$ 11,500.00	\$ 3,500.00	\$ 8,000.00	
Computers & Software	\$ 9,000.00	\$ 4,000.00	\$ 5,000.00	
Relocation	\$ -	\$ -	\$ -	
	\$ 1,062,583.38	\$ 522,153.92	\$ 540,429.45	
Indirect rate	9.77%	9.77%	9.77%	
TOTAL INDIRECT COST	\$ 103,814.40	\$ 51,014.44	\$ 52,799.96	

DIRECT COST: represents common cost associated with
 efforts of Arbor E&T, LLC Business Operations. Expenses
 include items such as salaries & wages, facilities, supplies &
 equipment, data processing, and other miscellaneous
 items and allocable expenses.

STAFF & INDIRECT COST - BUDGET SUMMARY

Bidder:

Arbor E & T, LLC dba Equus Workforce Solutions

Project:

OneStop Operator

WIOA STAFF SALARIES AND FRINGE BENEFITS

STAFF SALARIES

Position Title	Avg Salary Per Month*	% of Time	No of Months	Current Gross Budget Amount	Greenville Budget Amount	Net Upstate Budget Amount
Project Director						
Project Accountant						
Accounting Specialist						
Operations Manager (OSO)						
Regional Business Solutions Manager						
Business Solutions Consultant						
Business Solutions Consultant						
Community Engagement Coordinator - Upstate						
Community Engagement Coordinator - Greenville						
Director of First Impression - Upstate						
Director of First Impression - Greenville						
Talent Development Lead - Upstate						
Talent Development Specialist - Upstate						
Talent Development Specialist - Upstate						
Talent Development Lead - Greenville						
Talent Development Specialist - Greenville						
Talent Development Specialist - Greenville						

TOTAL WIOA SALARIES - Subject to Fringe

\$ 716,074.22 \$ 373,148.48 \$ 342,925.74

Salaries NOT subject to Fringe

AL WIOA SALARIES

\$ 716,074.22 \$ 373,148.48 \$ 342,925.74

FICA

SUTA is calculated on the 1st	\$ 14,000.00	Per Empl	7.65%	\$ 54,779.68	\$ 28,545.86	\$ 26,233.82
FUTA is calculated on the 1st	\$ 7,000.00	Per Empl	5.46%	\$ 12,994.80	\$ 6,497.40	\$ 6,497.40
Workers Compensation			0.60%	\$ 714.00	\$ 357.00	\$ 357.00
Health Benefits & LTD/ Life/ AD&D			2.39%	\$ 17,126.26	\$ 9,067.51	\$ 8,058.75
Retirement/Tuition Benefits			18.42%	\$ 131,906.17	\$ 55,689.86	\$ 76,216.31
			1.36%	\$ 9,730.89	\$ 4,936.49	\$ 4,794.40

TOTAL FRINGE BENEFITS

31.74% \$ 227,251.80 \$ 105,094.12 \$ 122,157.68

TOTAL SALARIES AND FRINGE BENEFITS

\$ 943,326.02 \$ 478,242.60 \$ 465,083.42

INDIRECT COST:

INDIRECT RATE

9.77%

X

\$ 1,062,583.38

=

\$ 103,814.40

\$

51,014.44

\$

52,799.96

Indirect cost must be based on a rate approved by an appropriate federal agency or an indirect cost rate audit performed by an independent audit firm and consistent with applicable OMB Circular A-122 and other applicable federal guidelines and subject to

TOTAL SALARIES, FRINGES, AND INDIRECT COST

\$ 1,047,140.41 \$ 529,257.05 \$ 517,883.38

Management Fee Summary

PY2022

Line Item	Total Amount	Net Greenville	Net Upstate
Salaries	\$ 716,074.22	\$ 373,148.48	\$ 342,925.74
Fringes	\$ 227,251.80	\$ 105,094.12	\$ 122,157.68
Temporary Help	\$ -	\$ -	\$ -
Dues - Professional	\$ 350.00	\$ 150.00	\$ 200.00
Mileage	\$ 8,000.00	\$ 5,000.00	\$ 3,000.00
Professional Development	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00
Travel - Out of Town	\$ -	\$ -	\$ -
Office Supplies	\$ 15,000.00	\$ 8,000.00	\$ 7,000.00
Outreach	\$ -	\$ -	\$ -
Printing	\$ 1,200.00	\$ 600.00	\$ 600.00
Postage	\$ 1,300.00	\$ 500.00	\$ 800.00
Rent	\$ 41,013.00	\$ 3,610.00	\$ 37,403.00
Equipment Rental	\$ 3,133.08	\$ 1,741.32	\$ 1,391.76
Consulting Services	\$ 7,261.28	\$ 3,060.00	\$ 4,201.28
Telephone	\$ 17,500.00	\$ 12,500.00	\$ 5,000.00
Electric/Utilities	\$ 1,500.00	\$ -	\$ 1,500.00
Bldg/Equipment M&R-Insurance-Janitorial	\$ 11,500.00	\$ 3,500.00	\$ 8,000.00
Computers & Software	\$ 9,000.00	\$ 4,000.00	\$ 5,000.00
Relocation	\$ -	\$ -	\$ -
Indirect 10.33%	\$ 103,814.40	\$ 51,014.44	\$ 52,799.96
Customer Training	\$ 649,599.22	\$ 408,278.60	\$ 241,320.62
Support Services	\$ 128,435.00	\$ 74,217.50	\$ 54,217.50
Net Contract Before Management Fee	\$ 1,944,432.00	\$ 1,055,664.46	\$ 888,767.54
Negotiated Management Fee	\$ 112,777.05	\$ 61,228.54	\$ 51,548.51
TOTAL CONTRACT	\$ 2,057,209.05	\$ 1,116,893.00	\$ 940,316.05

Definition of how management fee is figured:

The fixed management fee of \$112,777.05 represents 5.80% of the net value of the contract before the management fee and was negotiated based upon the complexity of the operations, established performance expectations and risk factors associated with managing WIOA funds in the Greater Upstate Region. It shall be earned and invoiced on a fixed basis of 1/12th per month or \$9,398.09 through May 2023 and \$9,398.06 for June 2023

Greenville portion of Management fee is 1/12 of \$61,228.54 and is payable per month as \$5,102.38 through May 2023 and \$5,102.36 for June 2023	Upstate portion of Management Fee is 1/12 of \$51,548.51 and is payable per month as \$4,295.71 through May 2023 and \$4,295.70 for June 2023
--	---

TOTAL MANAGEMENT FEE COST

112,777.05	61,228.54	51,548.51
-------------------	------------------	------------------

NOTE: While a performance bonus pool is not specified, as funds become available, discussion may be had to reach the proposed level below.

Equus Staff Compensation Plan PY22

<u>Increase Type</u>	<u>Description</u>	<u>Eligible Positions</u>	<u>Requirements</u>	<u>Potentially Eligible</u>
Performance Bonuses - Ongoing Quarterly (if budget allows)	A lump sum quarterly payment based on the number of goals the project exceeds (Q4 PY21, Q1 - Q3 PY22)	All	Current employee at time of disbursement and no notice of resignation on file Employed by WB or SC Works for the entire quarter that entered employment goal is calculated for pursuant to the schedule issued by SCDEW 1. Q4 (PY21) - 04/01/22 - 06/30/22 2. Q1 (PY22) - 07/01/22 - 09/30/22 3. Q2 (PY22) - 10/01/22 - 12/31/22 4. Q3 (PY22) - 01/01/23 - 03/31/23	\$50 per goal exceeded per quarter per qualifying employee Potential impact for PY22 is \$13,600

Performance Bonus amount based on 17 staff exceeding 3/4 of all goals per quarter

<u>Staff</u> 17	<u># Goals</u> 4	<u>Award/ goal</u> \$50	<u>Qtrs</u> 4	<u>Total</u> \$13,600
--------------------	---------------------	----------------------------	------------------	--------------------------

**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.