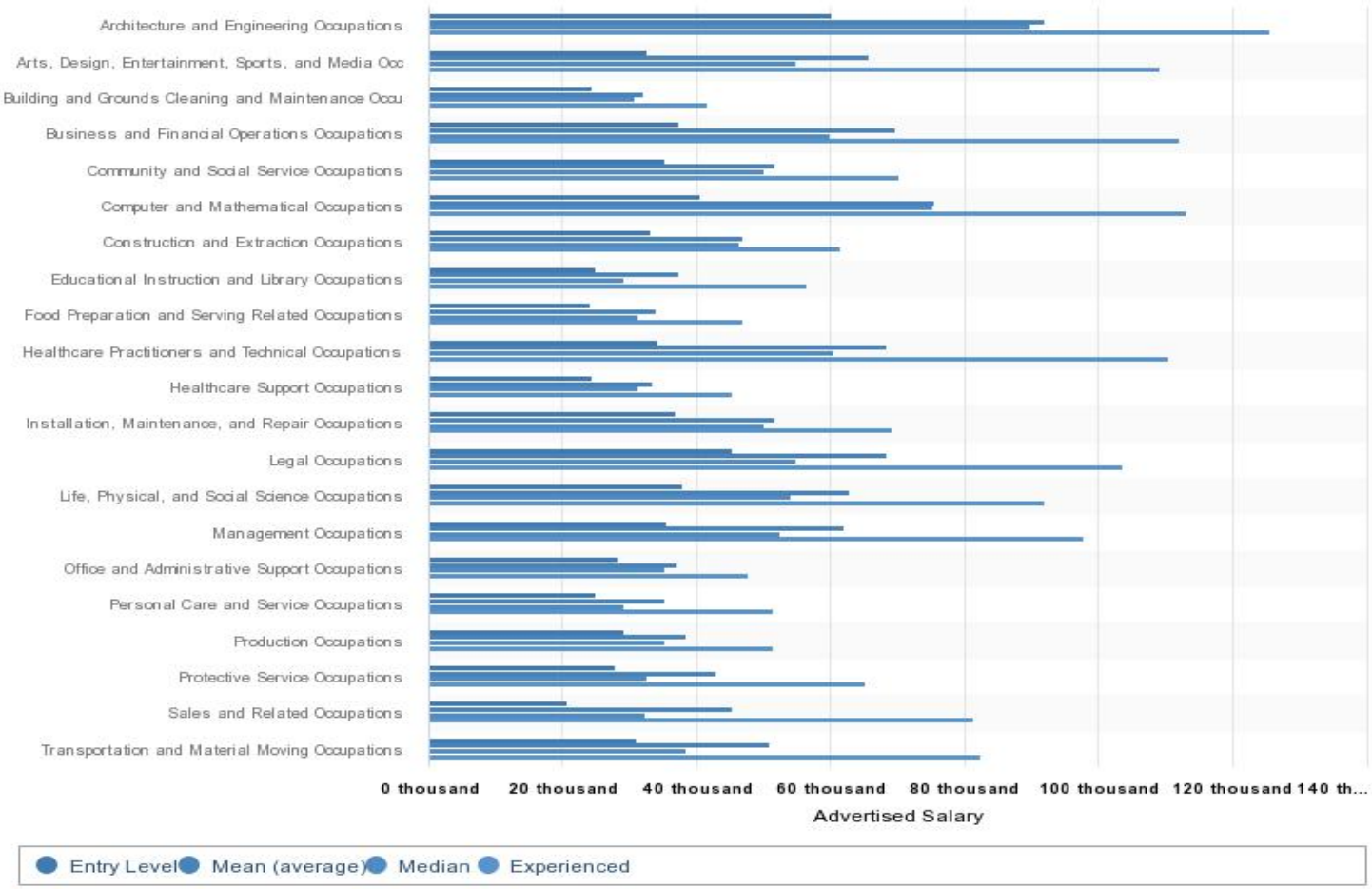
Wage Rates by Occupation for Multiple Occupations in Greenville in October 2022

Wage Rates and Job Openings Graph

The graph below shows the number of job openings advertised online , the number of green jobs, and advertised salary data for Multiple Occupations in Greenville in October 2022 (Jobs De-duplication Level 2).

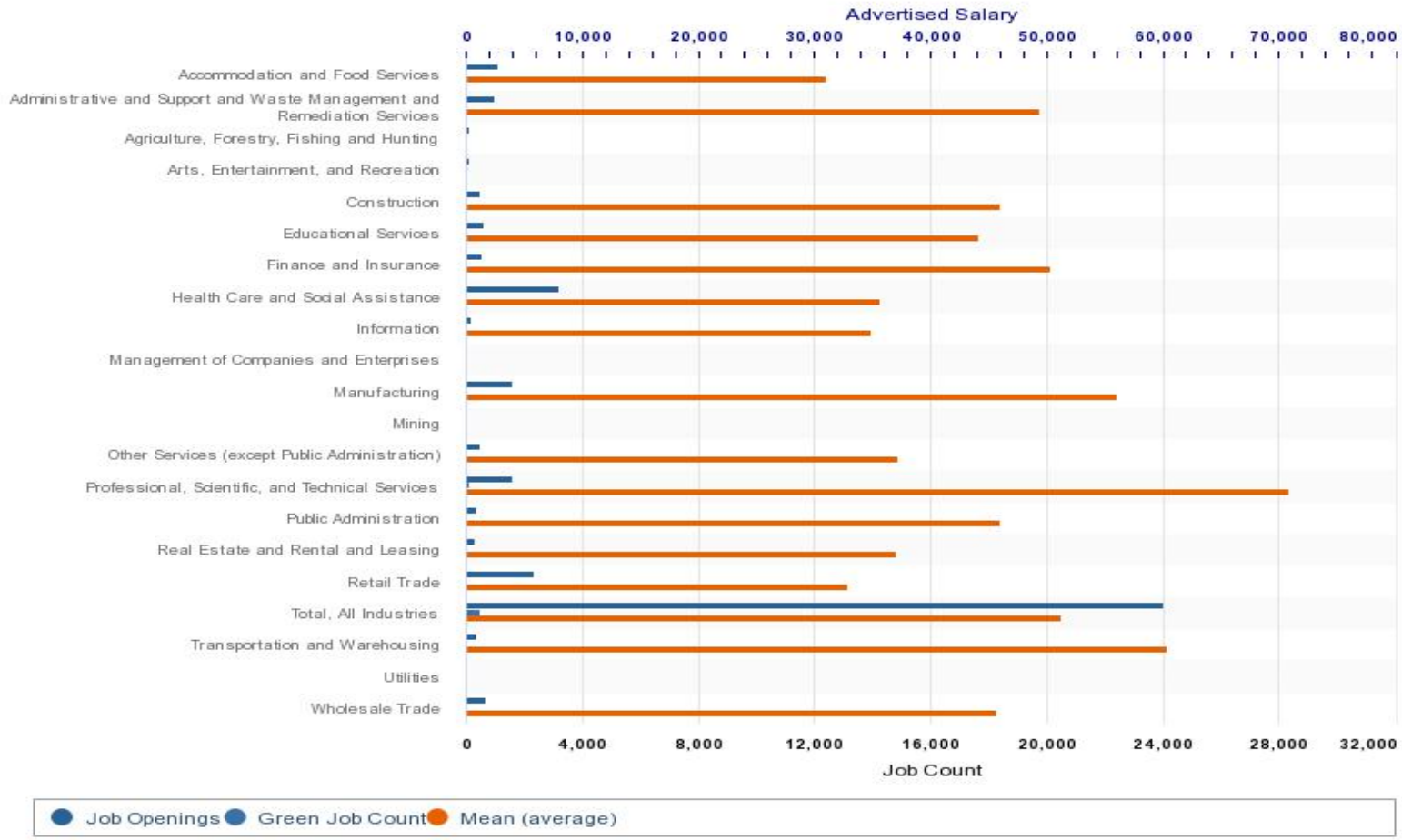


Source: Online advertised jobs data
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Job Openings by Industry for Multiple Industries in Greenville in October 2022

Job Openings Graph

The graph below shows the number of job openings advertised online, green jobs, and advertised salary data for the industries selected in Greenville in October 2022 (Jobs De-duplication Level 2).



Source: Online advertised jobs data
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Job Openings by Education Requirements for Multiple Occupations in Greenville in October 2022

Job Openings Table

The table below shows the number of job openings advertised online, the number of green jobs, and advertised salary data for Multiple Occupations in Greenville in October 2022 (Jobs De-duplication Level 2).

Occupation	Education Level	Job Openings	Green Job Count	Mean (Average) Wage	% Openings with Wage
Architecture and Engineering Occupations	No Minimum Education Requirement	57	2	N/A	2%
Architecture and Engineering Occupations	High School Diploma or Equivalent	30	2	N/A	N/A
Architecture and Engineering Occupations	Vocational School Certificate	1	0	N/A	N/A
Architecture and Engineering Occupations	Associates Degree	29	6	N/A	7%
Architecture and Engineering Occupations	Bachelors Degree	142	20	$111,345	9%
Architecture and Engineering Occupations	Masters Degree	2	0	N/A	N/A
Architecture and Engineering Occupations	Doctorate Degree	2	0	N/A	N/A
Arts, Design, Entertainment, Sports, and Media Occ	No Minimum Education Requirement	6	1	N/A	33%
Arts, Design, Entertainment, Sports, and Media Occ	High School Diploma or Equivalent	11	0	N/A	27%
Arts, Design, Entertainment, Sports, and Media Occ	Associates Degree	6	0	N/A	N/A
Arts, Design, Entertainment, Sports, and Media Occ	Bachelors Degree	17	1	N/A	6%
Building and Grounds Cleaning and Maintenance Occu	No Minimum Education Requirement	24	0	N/A	46%
Building and Grounds Cleaning and Maintenance Occu	High School Diploma or Equivalent	14	0	N/A	14%
Building and Grounds Cleaning and Maintenance Occu	Bachelors Degree	2	0	N/A	N/A
Business and Financial Operations Occupations	No Minimum Education Requirement	43	1	N/A	23%
Business and Financial Operations Occupations	High School Diploma or Equivalent	33	1	N/A	6%
Business and Financial Operations Occupations	3 Years at College or a Technical or Vocational School	1	0	N/A	N/A
Business and Financial Operations Occupations	Associates Degree	7	0	N/A	N/A
Business and Financial Operations Occupations	Bachelors Degree	53	2	N/A	8%
Business and Financial Operations Occupations	Masters Degree	4	0	N/A	N/A
Community and Social Service Occupations	No Minimum Education Requirement	4	0	N/A	N/A
Community and Social Service Occupations	High School Diploma or Equivalent	6	0	N/A	17%
Community and Social Service Occupations	Vocational School Certificate	1	0	N/A	N/A
Community and Social Service Occupations	Associates Degree	7	0	N/A	N/A
Community and Social Service Occupations	Bachelors Degree	12	0	N/A	25%
Community and Social Service Occupations	Masters Degree	5	0	N/A	N/A
Community and Social Service Occupations	Doctorate Degree	2	0	N/A	N/A
Computer and Mathematical Occupations	No Minimum Education Requirement	29	0	N/A	3%
Computer and Mathematical Occupations	High School Diploma or Equivalent	16	0	N/A	N/A
Computer and Mathematical Occupations	Associates Degree	10	0	N/A	10%
Computer and Mathematical Occupations	Bachelors Degree	55	1	N/A	2%
Computer and Mathematical Occupations	Masters Degree	4	0	N/A	N/A
Construction and Extraction Occupations	No Minimum Education Requirement	21	0	N/A	24%
Construction and Extraction Occupations	High School Diploma or Equivalent	23	1	N/A	26%
Construction and Extraction Occupations	Associates Degree	1	0	N/A	N/A
Construction and Extraction Occupations	Bachelors Degree	4	0	N/A	N/A
Educational Instruction and Library Occupations	High School Diploma or Equivalent	8	0	N/A	N/A
Educational Instruction and Library Occupations	Associates Degree	2	0	N/A	N/A
Educational Instruction and Library Occupations	Bachelors Degree	13	0	N/A	N/A
Educational Instruction and Library Occupations	Masters Degree	13	0	N/A	8%
Educational Instruction and Library Occupations	Doctorate Degree	1	0	N/A	N/A
Farming, Fishing, and Forestry Occupations	No Minimum Education Requirement	2	0	N/A	N/A

Healthcare Practitioners and Technical Occupations	No Minimum Education Requirement	47	0	N/A	N/A
Healthcare Practitioners and Technical Occupations	High School Diploma or Equivalent	52	0	N/A	2%
Healthcare Practitioners and Technical Occupations	Vocational School Certificate	19	0	N/A	N/A
Healthcare Practitioners and Technical Occupations	1 Year at College or a Technical or Vocational School	1	0	N/A	N/A
Healthcare Practitioners and Technical Occupations	Associates Degree	33	0	N/A	9%
Healthcare Practitioners and Technical Occupations	Bachelors Degree	35	0	N/A	N/A
Healthcare Practitioners and Technical Occupations	Masters Degree	4	0	N/A	N/A
Healthcare Support Occupations	No Minimum Education Requirement	15	0	N/A	13%
Healthcare Support Occupations	High School Diploma or Equivalent	45	0	N/A	22%
Healthcare Support Occupations	Vocational School Certificate	1	0	N/A	100%
Healthcare Support Occupations	Associates Degree	2	0	N/A	N/A
Installation, Maintenance, and Repair Occupations	No Minimum Education Requirement	50	4	N/A	6%
Installation, Maintenance, and Repair Occupations	High School Diploma or Equivalent	84	5	N/A	8%
Installation, Maintenance, and Repair Occupations	Vocational School Certificate	2	0	N/A	N/A
Installation, Maintenance, and Repair Occupations	Associates Degree	13	0	N/A	N/A
Installation, Maintenance, and Repair Occupations	Bachelors Degree	4	0	N/A	N/A
Installation, Maintenance, and Repair Occupations	Masters Degree	1	0	N/A	N/A
Legal Occupations	No Minimum Education Requirement	2	0	N/A	N/A
Life, Physical, and Social Science Occupations	No Minimum Education Requirement	13	0	N/A	N/A
Life, Physical, and Social Science Occupations	High School Diploma or Equivalent	6	2	N/A	50%
Life, Physical, and Social Science Occupations	Associates Degree	5	0	N/A	N/A
Life, Physical, and Social Science Occupations	Bachelors Degree	18	12	N/A	6%
Management Occupations	No Minimum Education Requirement	57	5	N/A	4%
Management Occupations	High School Diploma or Equivalent	69	0	N/A	12%
Management Occupations	1 Year at College or a Technical or Vocational School	1	0	N/A	100%
Management Occupations	Associates Degree	28	1	N/A	N/A
Management Occupations	Bachelors Degree	150	12	$108,350	4%
Management Occupations	Masters Degree	8	0	N/A	13%
Management Occupations	Doctorate Degree	1	0	N/A	N/A
Military Specific Occupations	High School Diploma or Equivalent	1	0	N/A	N/A
Military Specific Occupations	Bachelors Degree	1	0	N/A	N/A
Office and Administrative Support Occupations	No Minimum Education Requirement	37	0	N/A	19%
Office and Administrative Support Occupations	High School Diploma or Equivalent	161	7	N/A	7%
Office and Administrative Support Occupations	Associates Degree	14	0	N/A	7%
Office and Administrative Support Occupations	Bachelors Degree	25	0	N/A	N/A
Office and Administrative Support Occupations	Doctorate Degree	6	0	N/A	N/A
Personal Care and Service Occupations	No Minimum Education Requirement	1	0	N/A	N/A
Personal Care and Service Occupations	High School Diploma or Equivalent	4	0	N/A	N/A
Personal Care and Service Occupations	Associates Degree	1	0	N/A	N/A
Personal Care and Service Occupations	Bachelors Degree	1	0	N/A	N/A
Production Occupations	No Minimum Education Requirement	89	1	N/A	21%
Production Occupations	High School Diploma or Equivalent	99	7	N/A	24%
Production Occupations	Associates Degree	4	0	N/A	N/A
Production Occupations	Bachelors Degree	1	0	N/A	N/A

Sales and Related Occupations	Bachelors Degree	83	1	N/A	1%
Transportation and Material Moving Occupations	No Minimum Education Requirement	157	3	N/A	9%
Transportation and Material Moving Occupations	High School Diploma or Equivalent	82	1	N/A	17%
Transportation and Material Moving Occupations	Bachelors Degree	1	0	N/A	N/A

Source: Online advertised jobs data

COMMUNITY PROFILE

Greenville Workforce Development Area



S.C. Department of Employment & Workforce
Business Intelligence Department

1550 Gadsden Street, PO Box 995
Columbia, SC 29202
803.737.2660
www.SCWorkforceInfo.com

Updated: 11/18/2022

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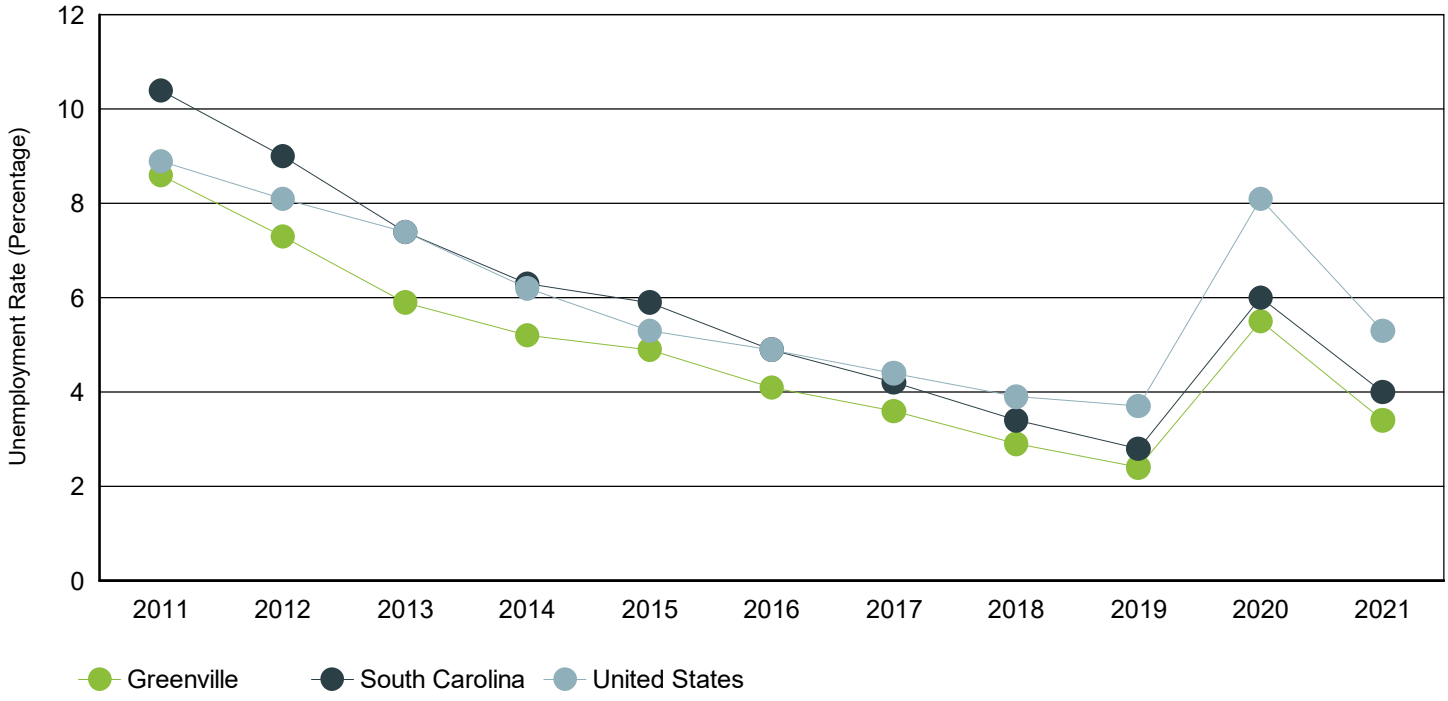
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Annual Unemployment Rate (Unadjusted)

Trends

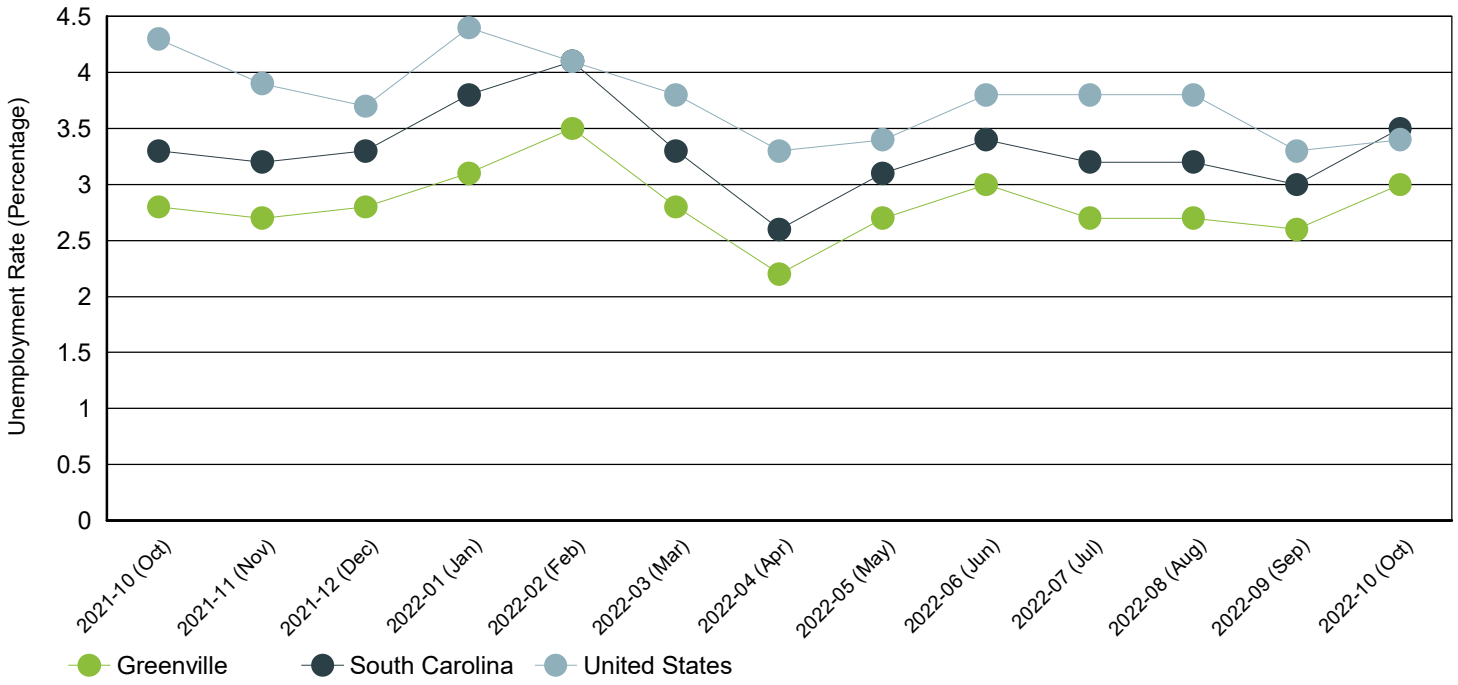


	Greenville			South Carolina			United States		
Year	Employment	Unemp	Rate	Employment	Unemp	Rate	Employment	Unemp	Rate
2021	246,829	8,715	3.4%	2,269,813	94,553	4.0%	152,581,000	8,623,000	5.3%
2020	237,271	13,814	5.5%	2,191,331	139,532	6.0%	147,795,000	12,947,000	8.1%
2019	244,443	5,994	2.4%	2,256,313	64,876	2.8%	157,538,000	6,001,000	3.7%
2018	238,985	7,087	2.9%	2,202,377	77,054	3.4%	155,761,000	6,314,000	3.9%
2017	234,572	8,738	3.6%	2,166,708	95,058	4.2%	153,337,000	6,982,000	4.4%
2016	234,676	10,153	4.1%	2,174,301	111,753	4.9%	151,436,000	7,751,000	4.9%
2015	230,968	11,874	4.9%	2,134,087	133,750	5.9%	148,834,000	8,296,000	5.3%
2014	223,367	12,214	5.2%	2,082,941	139,485	6.3%	146,305,000	9,617,000	6.2%
2013	217,819	13,741	5.9%	2,034,404	163,472	7.4%	143,929,000	11,460,000	7.4%
2012	210,863	16,539	7.3%	1,992,957	197,246	9.0%	142,469,000	12,506,000	8.1%
2011	206,016	19,272	8.6%	1,957,493	227,678	10.4%	139,869,000	13,747,000	8.9%

Source: S.C. Department of Employment & Workforce

Monthly Unemployment Rate (Unadjusted)

Past 13 Months



Period	Greenville	South Carolina	United States
Oct 2022	3.0%	3.5%	3.4%
Sep 2022	2.6%	3.0%	3.3%
Aug 2022	2.7%	3.2%	3.8%
Jul 2022	2.7%	3.2%	3.8%
Jun 2022	3.0%	3.4%	3.8%
May 2022	2.7%	3.1%	3.4%
Apr 2022	2.2%	2.6%	3.3%
Mar 2022	2.8%	3.3%	3.8%
Feb 2022	3.5%	4.1%	4.1%
Jan 2022	3.1%	3.8%	4.4%
Dec 2021	2.8%	3.3%	3.7%
Nov 2021	2.7%	3.2%	3.9%
Oct 2021	2.8%	3.3%	4.3%

Source: S.C. Department of Employment & Workforce

Area Job Openings

	Greenville				South Carolina			
Period	Employed	Unemployed	Unemp. Rate	Job Openings	Employed	Unemployed	Unemp. Rate	Job Openings
Oct-22	253,866	7,976	3.0%	9,244	2,307,838	78,578	3.3%	102,425
Sep-22	253,385	6,731	2.6%	9,350	2,315,822	75,404	3.2%	100,689
Aug-22	252,421	7,120	2.7%	8,677	2,320,199	74,521	3.1%	103,762
Jul-22	252,081	7,124	2.7%	8,466	2,323,963	75,661	3.2%	106,932
Jun-22	253,462	7,738	3.0%	8,114	2,326,245	77,941	3.2%	113,366
May-22	254,178	6,944	2.7%	7,459	2,321,969	79,129	3.3%	99,073
Apr-22	255,357	5,746	2.2%	6,816	2,312,654	79,165	3.3%	102,064
Mar-22	255,059	7,299	2.8%	6,060	2,303,599	80,747	3.4%	106,264
Feb-22	253,236	9,162	3.5%	4,998	2,295,733	82,614	3.5%	96,487
Jan-22	250,228	8,086	3.1%	4,564	2,292,300	82,242	3.5%	100,688
Dec-21	249,874	7,211	2.8%	5,892	2,286,561	84,737	3.6%	109,493
Nov-21	250,996	7,006	2.7%	6,906	2,285,949	85,167	3.6%	98,004
Oct-21	249,540	7,255	2.8%	7,093	2,284,207	86,523	3.6%	95,466

Source: S.C. Department of Employment & Workforce & The Conference Board's Help Wanted OnLine® data series
South Carolina Data is Seasonally Adjusted

Employers by Size of Establishment

Employees	Greenville	South Carolina
0 to 4	12,838	116,756
5 to 9	2,575	17,350
10 to 19	2,055	11,642
20 to 49	1,570	8,110
50 to 99	562	2,732
100 to 249	357	1,749
250 to 499	103	584
500 to 999	43	284
1000 +	21	239

Source: S.C. Department of Employment & Workforce - 2022 Q1
- Indicates that the requested data is suppressed

Employment by Size of Establishment

Employees	Greenville	South Carolina
0 to 4	14,319	121,436
5 to 9	17,256	114,650
10 to 19	28,068	157,697
20 to 49	47,442	246,261
50 to 99	39,272	189,228
100 to 249	54,627	268,734
250 to 499	35,556	199,925
500 to 999	30,009	197,076
1000 +	44,047	641,736

Source: S.C. Department of Employment & Workforce - 2022 Q1
- Indicates that the requested data is suppressed

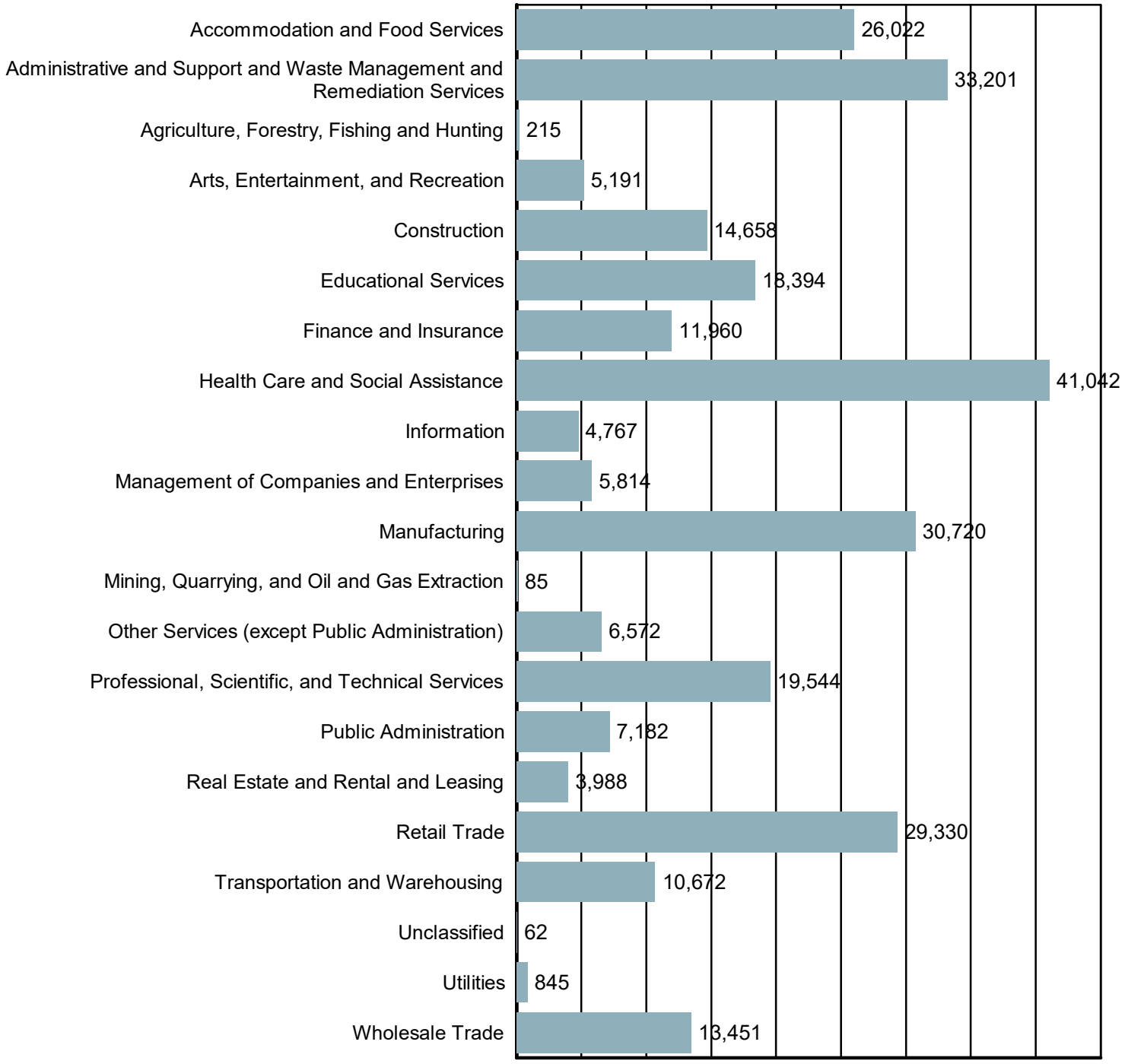
20 Largest Employers

(Listed Alphabetically)

Corporation Name
Alorica, Inc.
AMERICAN SECURITY OF GREENVILLE LLC
Bon Secours Mercy Health Inc
CHARTER COMMUNICATIONS LLC
CRYOVAC INC
EMPLOYBRIDGE SOUTHEAST LLC
GE GAS TURBINE GREENVILLE LLC
GE POWER
GHS PARTNERS IN HEALTH INC
GREENVILLE COUNTY COUNCIL
HUMAN TECHNOLOGIES INC
MAU INC
MICHELIN NORTH AMERICA INC
PRISMA HEALTH
Prisma Health Upstate
PUBLIX SUPER MARKET INC
SCHOOL DISTRICT OF GREENVILLE COUNT
SPINX OIL COMPANY INC
US POSTAL SERVICE
WAL-MART ASSOCIATES INC

Source: S.C. Department of Employment & Workforce - 2022 Q1

Employment by Industry



Source: S.C. Department of Employment & Workforce
Quarterly Census of Employment and Wages (QCEW) - 2022 Q2

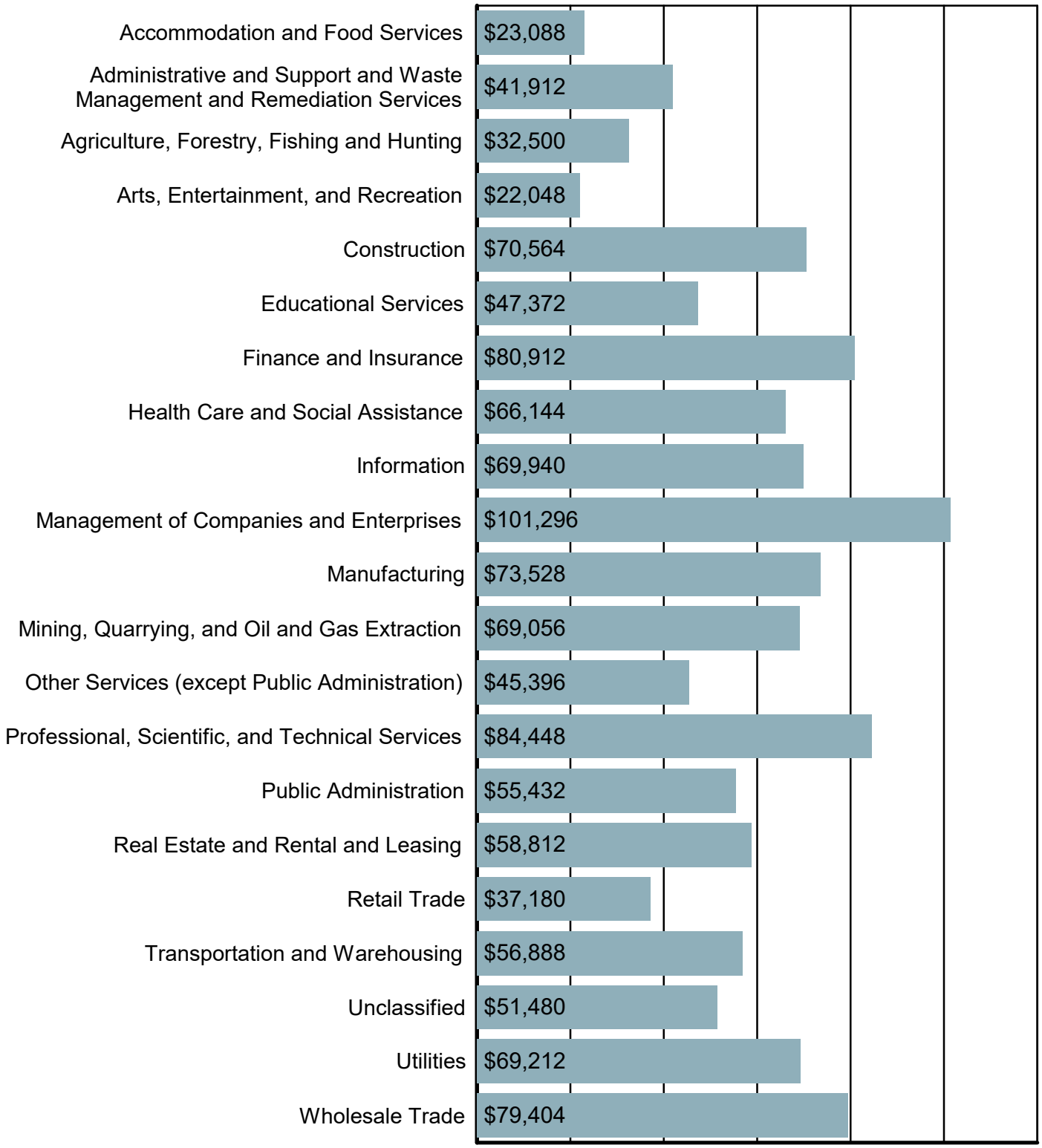
Top 20 Occupational Openings

Greenville
October-2022

Occupation Name (Soccode)	Job Openings
Managers, All Other (11-9199)	563
Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products (41-4012)	443
Registered Nurses (29-1141)	368
Retail Salespersons (41-2031)	349
Customer Service Representatives (43-4051)	331
First-Line Supervisors of Retail Sales Workers (41-1011)	298
Heavy and Tractor-Trailer Truck Drivers (53-3032)	278
General and Operations Managers (11-1021)	247
Medical and Health Services Managers (11-9111)	223
Accountants and Auditors (13-2011)	217
Sales Managers (11-2022)	217
Marketing Managers (11-2021)	214
Management Analysts (13-1111)	197
Maintenance and Repair Workers, General (49-9071)	192
Laborers and Freight, Stock, and Material Movers, Hand (53-7062)	172
Engineers, All Other (17-2199)	153
Human Resources Specialists (13-1071)	137
Financial Managers (11-3031)	131
Food Service Managers (11-9051)	129
First-Line Supervisors of Food Preparation and Serving Workers (35-1012)	121

Source: S.C. Department of Employment & Workforce & The Conference Board's Help Wanted OnLine® data series

Average Annual Wage by Industry



Source: S.C. Department of Employment & Workforce
Quarterly Census of Employment and Wages (QCEW) - 2022 Q2

Labor Market Projections

Total Employment by Industry

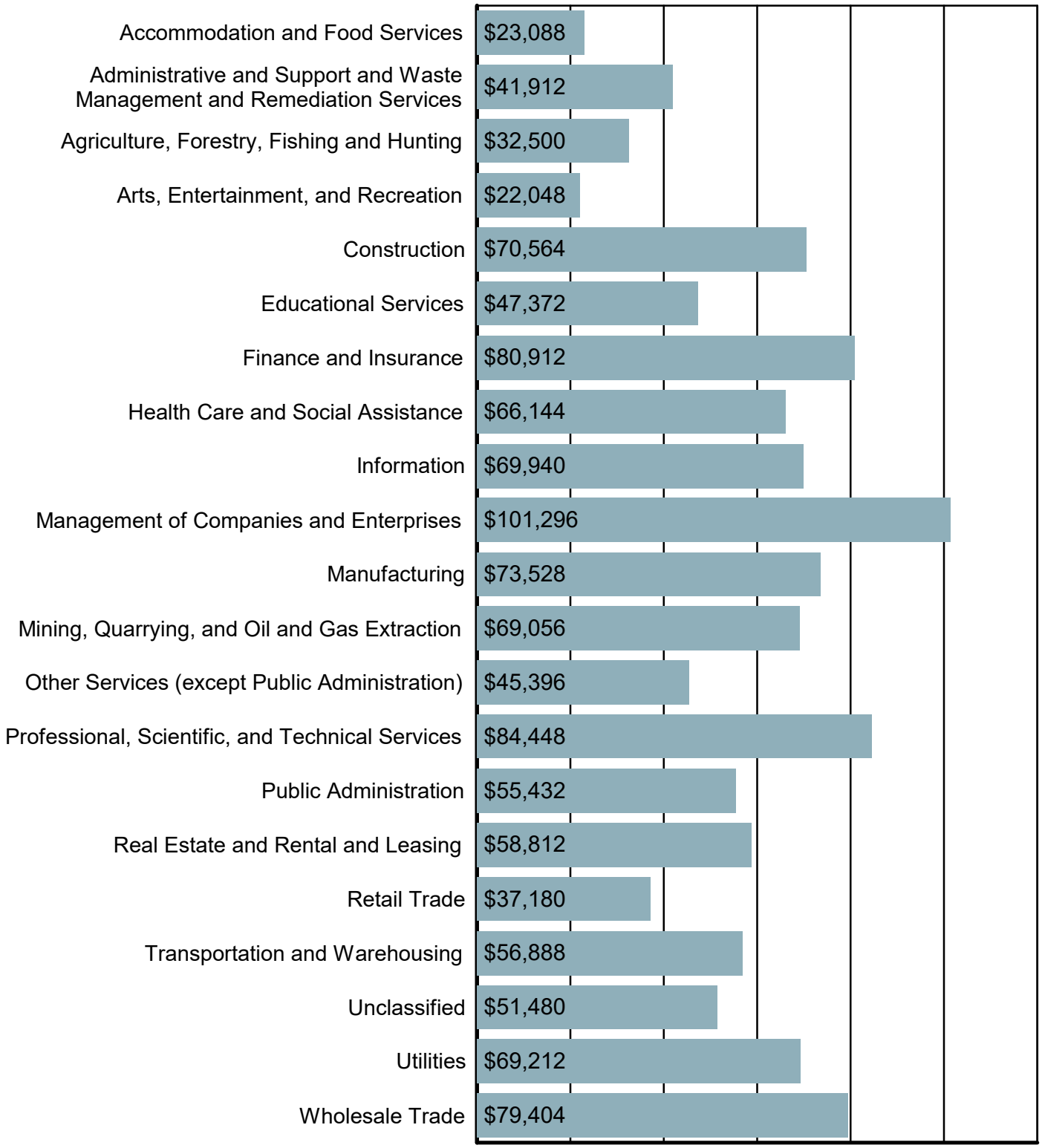
(County/Metropolitan Statistical Area Data Unavailable)

Note: Projections are available by Workforce Investment Area (WIA). The data displayed is selected from the appropriate WIA.

Greenville Industry	2018 Estimated Employment	2028 Projected Employment	Change	Percent Change	Annual Percent
Total All Industries	296,242	338,902	42,660	14.40	1.35
Administrative and Support and Waste Management and Remediat	34,933	44,578	9,645	27.61	2.47
Health Care and Social Assistance	36,935	42,205	5,270	14.27	1.34
Professional, Scientific, and Technical Services	17,477	22,446	4,969	28.43	2.53
Accommodation and Food Services	25,475	28,933	3,458	13.57	1.28
Wholesale Trade	13,210	16,619	3,409	25.81	2.32
Construction	12,829	15,287	2,458	19.16	1.77
Manufacturing	29,830	32,203	2,373	7.96	0.77
Management of Companies and Enterprises	4,929	6,384	1,455	29.52	2.62
Transportation and Warehousing	8,352	9,624	1,272	15.23	1.43
Finance and Insurance	10,842	11,972	1,130	10.42	1.00
Other Services (except Government)	12,320	13,384	1,064	8.64	0.83
Retail Trade	29,352	30,226	874	2.98	0.29
Educational Services	17,313	18,058	745	4.30	0.42
Real Estate and Rental and Leasing	4,017	4,643	626	15.58	1.46
Information	6,242	6,825	583	9.34	0.90
Arts, Entertainment, and Recreation	4,189	4,746	557	13.30	1.26
Utilities	273	276	3	1.10	0.11

Source: S.C. Department of Employment & Workforce - Industry Projections

Average Annual Wage by Industry



Source: S.C. Department of Employment & Workforce
Quarterly Census of Employment and Wages (QCEW) - 2022 Q2

Labor Market Projections

Total Employment by Industry

(County/Metropolitan Statistical Area Data Unavailable)

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Source: S.C. Department of Employment & Workforce - Industry Projections

THE GREENVILLE COUNTY WORKFORCE AREA SC WORKS SYSTEM MEMORANDUM OF UNDERSTANDING

PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

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

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

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

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

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

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

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

With approval of the Local Board and chief elected officials, WIOA also allows other partners to be a part of the workforce system, including local employers and community-based, faith-based, and/or non-profit organizations, as well as employment, education, and training programs provided by public libraries or in

the private sector. Optional partner outreach is strongly encouraged as these partnerships are necessary to provide job seekers with the high-quality career, education, and supportive services needed to place them with businesses seeking skilled workers. Optional partners must meet the same conditions as required Parties.

Each Partner agrees to:

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

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

(1) Provide applicable career services; and

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

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

(ii) Federal cost principles;

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

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

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

Purposes:

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

The Parties agree to:

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

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

Services

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

Career Services

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

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

Unemployment Insurance (UI) Services

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

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

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

Accessibility

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

Certification

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

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

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

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

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

Staff Management

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

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

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

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

5. The SWDB will hear the dispute and provide a recommendation within 60 days.
6. The parties will be notified in writing of the SWDB recommendation within 20 days.

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

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

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

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

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

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

b. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable laws, including ensuring that Confidentiality Agreements with DEW are executed and maintained by active system users. Each Party expressly agrees to take measures to provide that no PII or other personal or confidential information is accessible by unauthorized individuals.

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

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

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

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

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

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

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

Assurances and Certifications:

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

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

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

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

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

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

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

INFRASTRUCTURE FUNDING AGREEMENT (IFA)

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

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

Greenville County SC Works Center (Comprehensive)	
Adam Lindsley, Operations Manager	(864) 467-7229
225 South Pleasantburg Drive, Suite E-1 Greenville, SC 29607	ALindsley@scworksgreaterupstate.com

Monday – Friday 8:30 a.m. – 5:00 p.m.	www.scworksgreaterupstate.com (Greenville Location)

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

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

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

Agreed upon Additional Shared Services Est. Cost	Description
Front Desk Position	See Addendum

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

Prior to committing to a contractual and/or financial obligation of any kind that would involve payment from a financially contributing partner, the Parties must consult with and obtain approval from the contributing partner(s). Each entity has its own procurement process and is responsible for ensuring that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure by any party (County, Operator or Partner) to adhere to this standard may result in disputed charges and a refusal to remit payment. Additionally, the Greenville County LWDB/fiscal agent may not enter into a lease agreement to move offices that include partner staff without consulting with the Parties contributing to

infrastructure funding prior to the execution of a lease agreement. Once the Parties have agreed in writing to their estimated/projected portion of the facility costs and that the space will work for their program services, an addendum to this agreement reflecting the move and any related changes must be executed **prior to the move.** Routine costs incurred during the month of the relocation will be prorated by all Parties.

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

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

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

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

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

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

Center/Location	**Number and Type of Public Access Equipment *(not including PCs)***
Greenville County SC Works Center	Desktop Printer (Resource Room)
Greenville County SC Works Center	Desktop Printer (Computer Lab)

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

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

Greenville County *SC Works Center*	**Public Access PCs**	**Training Lab PCs**	**PCs used by Staff**	***Total PCs**
Number of PCs	39	32	35	106

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

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

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

- Sole Space – Allocated to one partner 100% of the time;
- Common space – Hallways, restrooms, breakroom, resource room and computer labs (including applicable IT charges for public access PCs only), meeting rooms, etc. Common space allocation is determined by the percentage of sole space occupied by partner compared to the total square footage of the facility. See **Attachment E, Shared Operating Budget;** and

- **Rotating Part-time Partners –** When multiple partners are sharing the same designated work space/SF on a rotating schedule, the cost for that work space is shared based on the percentage of time that space is used by each partner sharing the space. This ensures the square footage is included in the total allocation only once and that those partners who are not co-located on a full-time basis are sharing costs proportionately based on use and relative benefits received. See Attachment E, Shared Operating Budget.

The square footage rate outlined in Attachment E includes rent, utilities, maintenance, janitorial services, landscaping services, pest control, security system, equipment costs and IT services (access to a computer network, internet, and phones), including the public access PC costs. Actual costs must be reconciled at least once annually and any additional charge or credit must be invoiced to the Parties along with supporting documentation reflecting actual expenditures. All remaining costs items that incur charges where the amount will vary, such as common area supply costs, will be invoiced separately and shared proportionately using the percentage of total square footage occupied as outlined in Attachment E, Shared Operating Budget. Any agreed upon additional shared services costs will also be invoiced separately and shared proportionately using the percentage of total square footage occupied as outlined in Attachment E. Square footage space allocation documentation for proportionate shares must be submitted to the Parties with invoices reflecting actual expenses for payment. Permanent adjustments to space allocation for the duration of the PY will require the space allocation and effective date to be revised and submitted to all Parties.

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

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

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

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

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

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

Partner Entity: Equus Workforce Solutions	**Partner Entity: Lifelong Learning**	**Partner Entity: Greenville Literacy Association**
Name & Title: Nikki Burgess, Project Director	Name & Title: Phillip Davie, Associate Superintendent for Operations	Name & Title: John Jaraczewski, Executive Director
Mailing Address: 220 East Kennedy Street, Spartanburg, SC 29302	Mailing Address: 301 E. Camperdown Way, PO Box 2848, Greenville SC, 29602-2848	Mailing Address: 225 South Pleasantburg Dr., Suite C-10, Greenville, SC 29607
Phone: 864-764-1976	Phone: 864-355-3160	Phone: (864) 467-3556
Email: shanna.burgess@equusworks.com	Email: pdavie@greenville.k12.sc.us	Email: director@greenvilleliteracy.org

Partner Entity: South Carolina Department of Employment and Workforce	**Partner Entity: South Carolina Vocational Rehabilitation**	**Partner Entity: South Carolina Commission for the Blind**
Name & Title: Scott Ferguson, Policy and Compliance Manager	Name & Title: Jacob Chorey, Director of Planning and Program Evaluation	Name & Title: Karma Marshall, Consumer Services Director
Mailing Address: 1550 Gadsden St., Columbia, SC 29201	Mailing Address: 1410 Boston Avenue, West Columbia, SC 29170	Mailing Address: 1430 Confederate Ave, Columbia, SC 29201
Phone: 803-737-2671	Phone: 803-896-7047	Phone: (803) 898-3552
Email: RSFerguson@dew.sc.gov	Email: jchorey@scvrd.net	Email: Karma.Marshall@sccb.sc.gov

Partner Entity: Greenville Technical College	**Partner Entity: Sunbelt Human Advancement Resources, Inc. (SHARE)**	**Partner Entity: PAIA Lower Eastern Cherokee Nation SC**
Name & Title: Larry Miller, VP of Learning & Workforce Development	Name & Title: Pamela Sims, President/CEO	Name & Title: Mary Louise Worthy, Chief
Mailing Address: P.O. Box 5616, MS 1237, Greenville, SC 29606	Mailing Address: 254 South Pleasantburg Drive, Greenville, SC 29607	Mailing Address: 3688 Warrior Creek Church Road, Gray Court, SC 29645
Phone: 864-250-8058	Phone: (864) 269-0700	Phone: (864) 683-1421
Email: Larry.Miller@gvltec.edu	Email: psims@sharesc.org	Email: mamachief@outlook.com

Partner Entity: Job Corps	**Partner Entity: Goodwill Industries of the Upstate/Midlands SC**	**Partner Entity: Telamon Corporation**
Name & Title: Eric Jones, Center Director	Name & Title: Michelle Neeley, Director of CDS/Training Programs	Name & Title: Debra Young, Program Manager
Mailing Address: 19 Job Corps Avenue, Bamberg, SC 29003	Mailing Address: 115 Haywood Road, Greenville, SC 29607	Mailing Address: 1758 Main Road, Johns Island, SC 29544
Phone: 803-245-6300	Phone: (864) 351-0147	Phone: 803-603-9862
Email: Jones.Eric@jobcorps.org	Email: MNeeley@GoodwillSC.org	Email: dyoung@telamon.org

Partner Entity: Department of Social Services	**Partner Entity: Greenville County Library System**
Name & Title: Tammy James, Director, Employment Services	Name & Title: Beverly James, Executive Director
Mailing Address: PO Box 1520 Columbia, SC 29202	Mailing Address: 25 Heritage Green Place, Greenville, SC 29601
Phone: 803-898-1097	Phone: (864) 242-5000
Email: tamara.james@dss.sc.gov	Email: bjames@greenvillelibrary.org

Authority and Signatures

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

Effective Date

Without regard to the date of signatures below, the Parties agree the effective date of this agreement is July 1, 2022.

Attachments

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

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

Chief Elected Official:

Greenville County Council
Willis Meadows, Chair



Signature Date

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

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



_____ Date: June 23, 2022

Board Chair

_____ Date: _____

Operator

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

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

_____ Date: _____
Board Chair

Edward M. Douglass
_____ Date: 7/5/2022
Operator

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

Greenville County Workforce Development is the designated local grant recipient responsible for administering the following title I WIOA programs:

- Adults;
- Dislocated Workers; and
- Youth



Date: 6.22.22

Local Grant Recipient Authorized Official

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

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

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

G. Daniel Ellzey, Executive Director

Date: 6/14/22

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

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

Felicia W. Johnson, Commissioner Date: 06/20/2022

"APPROVED AS TO FORM AND CONTENT"
Deanene T. Harvey
SCVRD Legal Counsel

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

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

Darline Graham

Commissioner, Darline Graham

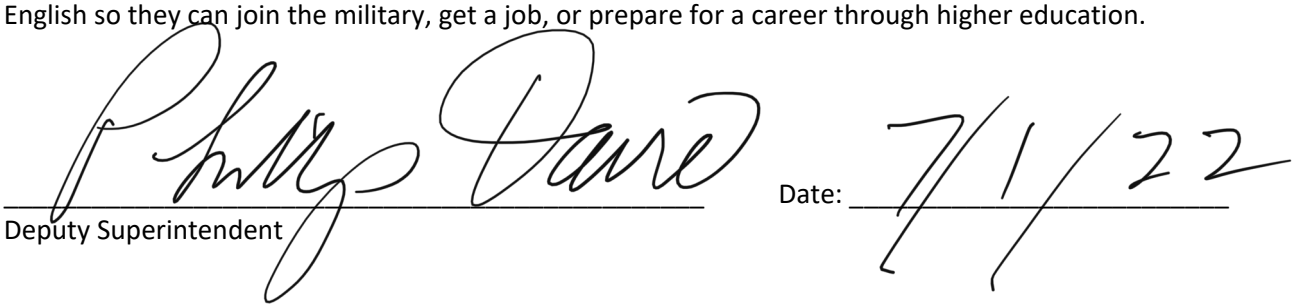
Date: 5/26/2022

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

Lifelong Learning is a Title II Adult Education provider in Greenville County Schools. They provide students 17 years of age and older opportunities to earn a WIN and WorkKeys® Career Readiness Certificate, a high school diploma, or a high school equivalent diploma (GED) to prepare for the military, a job or career, or higher education. Lifelong Learning also provides foreign language students the opportunity to learn English so they can join the military, get a job, or prepare for a career through higher education.



_____ Date: 7/1/22

Deputy Superintendent

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

Greenville Literacy Association (GLA) serves as the required non-profit partner entity providing access to Adult Education and Literacy (Title II). GLA's mission is to increase the literacy and employability of our citizens and it will provide SC Works customers with appropriate access to its programs and services. GLA will:

- Provide literacy instruction, GED preparation, and English as a Second Language (ESL) courses, guided and evaluated by the SC Department of Education
- Offer WorkKeys® instruction and refer customers to SC Works for testing
- Offer TABE Testing to SC Works clients as requested
- Collaborate with SC Works' partners Greenville Technical College and Goodwill Industries of the Upstate/Midlands on its Corporate and Career Development program to offer dual enrollment opportunities to GED students
- Partner with Equus Workforce Solutions and Eckerd Connects in referral and support services to young adult and adult students.
- Share information about GLA educational services at SC Works job fairs in McAlister Square

Executive Director

Date: 6/27/2022

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

Greenville Technical College (GTC) is the designated post-secondary Career and Technical Education (Carl D. Perkins Vocational and Technical Education Act) partner of the SC Works Greenville One-Stop Career System. At GTC, we drive personal and economic growth through learning, whether short-term training or an associate's degree. GTC encompasses four academic divisions with programs that lead to certificates, diplomas and associate degrees with options to transfer to other colleges and universities or enter the workforce directly. GTC's Economic Development and Corporate Training (EDCT) provides employer services and workforce development through continuing education seminars and courses, including professional development and Quick Jobs with a Future training. GTC agrees to coordinated service delivery through the SC Works Greenville One-Stop Career System and will make our services accessible online and through nine locations across Greenville County.

_____ Date: 5/17/22

VP of Learning and Workforce Development

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

Sunbelt Human Advancement Resources Inc. (SHARE) is a Community Action Agency which receives Community Services Block Grant (CSBG) funds to help low-income families and individuals reach self-sufficiency. As such, we are a designated partner in the WIOA system.

Through our LADDER Job Training and Employment program as well as through our case management program under CSBG, we help unemployed and under-employed adults obtain short-term job training certification which leads to employment in a career that offers advancement and income growth.

Pamela R. Sims
President/~~CEO~~

Date: 05/20/2022

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

The Workforce Innovation and Opportunity Act of 2014 contains provisions aimed at preparing unemployed and underemployed Native Americans for the competitive job market through the provision of training activities for Indian, Alaskan Native, and Native Hawaiian individuals. WIOA Section 166 Indian and Native American (INA) grantees and the Piedmont American Indian Association Lower Cherokee Nation SC are committed to economic self-sufficiency through employment and job training programs for Native Americans. WIOA Section 166 programs are designed to support employment and training activities in order to develop more fully the academic, occupational and literacy skills; make individuals more competitive in the workforce; and promote economic and social development in accordance with the goals and values of such communities.

The **Piedmont American Indian Association (PAIA) Lower Eastern Cherokee Nation SC** agrees to collaborate as a One-Stop partner with SC Works Greenville.

Chief Mary Louise Worthy Date: 29 June 2022_
Chief

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

Bamberg Job Corps Center is a designated agency specified under the Workforce Innovation and Opportunity Act (WIOA), Title I-C, to help young people ages 16-24 improve the quality of their lives through career technical and academic training.

Center Director

Date: 5/16/22

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

Goodwill Industries of Upstate/Midlands South Carolina (GIUMSC) is a Community Based Organization operating in 16 counties of SC that is committed to helping people become independent through education and training that leads them to employment.

GIUMSC will provide access to the following:

- Job search, placement assistance and partner referrals, through our Job Connections, for Adult, Dislocated Workers and Youth
- Supportive Services through our Financial Stability Centers
- Senior Community Service Employment Program (SCSEP), authorized under Title V of the Older Americans Act
- Operation Good Jobs Program
- Young Adult and Reentry Program
- DOL funded Pathway Home 2 grant to provide eligible, incarcerated individuals in state correctional facilities or local or county jails with workforce services prior to release and continue services after release by transitioning participants into reentry programs.
- DOL funded Young Adult Reentry Program (YARP) Ignite 2.0 to provide education and training services that improve the employment outcomes of young adults who are involved in the criminal justice system and/or who left high school prior to graduation to develop the capacity of community colleges to meet the needs of young adults with justice system involvement.
- DOL funded YouthBuild project balances academic learning and occupations skills training to prepare at-risk you for career placement while increasing affordable housing within communities by building or significantly renovating homes.

Senior Missions Manager Date: 5/24/22

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

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

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

Susan Roben Digitally signed by Susan Roben
Date: 2022.06.14 17:06:04
-04'00'

_____ Date: 6/14/2022

Susan Roben
Chief Financial Officer

THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

The Greenville County Library System, in accordance with its Mission to champion literacy, inspire learning and foster community connection, is the sole provider of public library service in Greenville County. The Library provides access to information and educational resources that support workforce development in a variety of formats, as well as computer skills instruction through both one-on-one appointments and classes. All Library locations in Greenville County are also South Carolina Department of Employment and Workforce Connection Points, providing free computer access and resources to aid individuals in filing for unemployment insurance benefits and in accessing the SC Works Online Services system.

Executive Director Date: 5/17/22

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THE GREENVILLE COUNTY WORKFORCE AREA

SC WORKS SYSTEM

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

Telamon Corporation represents the Migrant and Seasonal Farmworker Program as outline in the Workforce Innovation and Opportunity Act (WIOA) and Homeless Veteran Reintegration Program (HVRP) as outlined by the U.S. Department of Labor providing services to homeless veterans of the Greenville Workforce Area.

Signature acknowledges and agrees with the Memorandum of Understanding and attachments.

DocuSigned by:
Susan Drey
26AC9D6368814DD...

Date: 6/30/2022

VP of Workforce & Career Services

MOU Attachment A: WIOA REQUIRED SERVICES

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

Eligibility Determinations: Determination if an individual is eligible for WIOA Adult, DW, or Youth programs.
Outreach & Orientation: Information on and access to services in the SC Works system.
Skills Assessments: Initial assessment of skill levels including literacy, numeracy, English language proficiency, and aptitudes and abilities (including skills gaps).
Labor Exchange: Job search and placement assistance, career counseling, and non-traditional employment information.
Partner Referrals: Referrals to and coordination with programs and services within the SC Works system and other workforce programs.
Provision of LMI: Local, regional, and national labor market statistics including: job vacancy listings, skills needed to obtain those jobs, in-demand occupations and earnings, and advancement opportunities available.
Provision of Performance Information: Partner specfic data on how local areas are performing on accountability measures relating to the area's overall SC Works system.

Supportive Services: Information relating to the availability of supportive services, such as child care and transportation, and referrals to supportive service programs, as needed.
Unemployment Insurance Filing: Information and assistance regarding filing claims for unemployment compensation.
Financial Aid Assistance: Assistance in establishing eligibility for financial aid programs not provided under WIOA.
Individualized Career Services: Individualized services provided to eligible customers, such as counseling and career planning, to help the customer obtain or retain employment.
Access to Training Services: Access to training services such as On-the-Job training, entrepreneurial, adult education and literacy, and customized training.
Business Services: Employer services, such as job fairs, recruitment assistance, and incumbent worker training, are made available to local employers.

SC Works Greenville – McAlister Square
225 S. Pleasantburg Dr.
Suite E-1
Greenville, SC 29607

SC Works Partner	Location	Required or Optional	Representing
Equus Workforce Solutions	McAlister Square	Required	WIOA Adult/DW, SC Works Operator
SC Dept. of Employment and Workforce	McAlister Square	Required	Wagner-Peyser, Veterans Employment and Training, MSFW, TAA, and UI
Greenville Technical College	Offsite	Required	Education
SC Dept. of Social Services	McAlister Square	Required	TANF (Required), SNAP (Optional)
Lifelong Learning	McAlister Square	Required	Adult Education
Greenville Literacy Association	McAlister Square	Required	Adult Literacy, Adult Education
SC Vocational Rehabilitation Dept.	McAlister Square	Required	Programs for Individuals with Disabilities
SC Commission for the Blind	McAlister Square	Required	Programs for Individuals with Disabilities
SHARE	McAlister Square	Required	CSBG
PAIA Lower Eastern Cherokee Nation SC	Offsite	Required	Native American Programs
Goodwill Industries of the Upstate/Midlands SC	McAlister Square	Required	Senior Community Svc. Employment, YouthBuild, Pathway, LifeLaunch
Job Corps	McAlister Square	Required	Job Corps
Greenville County Library System	Offsite	Optional	Public Library Services
Telamon Corporation	McAlister Square	Optional	MSFW
Eckerd Connects	McAlister Square	Required	WIOA Youth

MOU ATTACHMENT C

CROSS REFERRAL AGREEMENT

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

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

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

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

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

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

SC Works Greenville - MOU Attachment C-1 Referral Form

Referral* (Please fill out and send with customer upon referral OR EMAIL to APPROPRIATE PARTNER)

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

Customer's Name

_____

Last First MI

Email: _____ Alternate Contact Info: _____

Referred From

Agency: _____

Your Name & Title: _____

Your Phone#: _____ Your Email: _____

Referred To

Agency: _____ Program: _____

Name & Title: _____

DESCRIPTION OF SERVICES YOUR CUSTOMER NEEDS

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

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

FOR OFFICE USE ONLY:

Date Received: _____ Initials: _____

Please retain copy for client's case file (SCAN)

Case not required for contact attempts, appointments, results, etc.

**All partners with SCWOS accounts will utilize the referral system in SCWOS.*

MOU ATTACHMENT D

SC Works Civility Policy

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

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

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

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

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

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

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

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

Greenville County
Shared Operating Budget for PY22
July 1, 2022 - June 30, 2023
SF Cost Allocation Methodology

SC Works Greenville - McAlister Square

Infrastructure Costs	SOLE SPACE SQ. FT.	% of Sole Space Sq. Ft.	COMMON SPACE SQ. FT.	Total Shared SQ. FT.	COST PER SQ. FT.	ANNUAL COST	% OF TIME SPACE Assigned
WIOA	488	26.46%	1,679	2,167	$18.88	$ 40,910	100%
WP	533	28.90%	1,834	2,367	$18.88	$ 44,683	100%
TAA	46	2.49%	158	204	$18.88	$ 3,856	100%
UI	95	5.15%	327	422	$18.88	$ 7,964	100%
Vet	97	5.26%	334	431	$18.88	$ 8,132	100%
Telamon	63	3.42%	217	280	$18.88	$ 5,281	100%
TANF	184	9.98%	633	817	$18.88	$ 15,425	100%
SNAP	63	3.42%	217	280	$18.88	$ 5,281	100%
VR	100	5.42%	344	444	$18.88	$ 8,383	100%
Job Corps	126	6.83%	434	560	$18.88	$ 10,563	100%
Rotating PT Partner(s)	49	2.66%	169	218	$18.88	$ 4,108	100%
Adult Ed (Lifelong Learning)	2	0.11%	7	9	$18.88	$ 171	100%
Adult Ed (Greenville Literacy Assoc.)	2	0.11%	7	9	$18.88	$ 171	100%
SCCB	4	0.22%	14	18	$18.88	$ 342	100%
SCSEP (Goodwill)	4	0.22%	14	18	$18.88	$ 342	100%
YouthBuild (Goodwill)	4	0.22%	14	18	$18.88	$ 342	100%
LifeLaunch (Goodwill)	4	0.22%	14	18	$18.88	$ 342	100%
Pathway (Goodwill)	4	0.22%	14	18	$18.88	$ 342	100%
Perkins (Greenville Tech)	4	0.22%	14	18	$18.88	$ 342	100%
Block Grant (SHARE)	4	0.22%	14	18	$18.88	$ 342	100%
WIOA Youth	12	0.66%	42	54	$18.88	$ 1,027	100%
WP	4	0.22%	14	18	$18.88	$ 342	100%
Total	1,844	100.00%	6,346	8,190		$ 154,588	

Rotating PT Partners	49	2.66%	169	218	$19	$ 4,108	% of time Used
Adult Ed (Lifelong Learning)						$ 171	4.17%
Adult Ed (Greenville Literacy Assoc.)						$ 171	4.17%
SCCB						$ 342	8.33%
SCSEP (Goodwill)						$ 342	8.33%
YouthBuild (Goodwill)						$ 342	8.33%
LifeLaunch (Goodwill)						$ 342	8.33%
Pathway (Goodwill)						$ 342	8.33%
Perkins (GTC)						$ 342	8.33%
Block Grant (SHARE)						$ 342	8.33%
WIOA Youth						$ 1,027	25.00%
WP						$ 342	8.33%
Total						$4,108	100%

Additional Shared Services Costs	% of Total	Front Desk Staff		
WIOA	26.55%	$ 10,621	$ -	$ -
WP	29.00%	$ 11,600	$ -	$ -
TAA	2.50%	$ 1,001	$ -	$ -

UI	5.17%	$	2,068	$	-	$ -
Vet	5.28%	$	2,111	$	-	$ -
Telamon	3.43%	$	1,371	$	-	$ -
TANF	10.01%	$	4,005	$	-	$ -
SNAP	3.43%	$	1,371	$	-	$ -
VR	5.44%	$	2,176	$	-	$ -
Job Corps	6.86%	$	2,742	$	-	$ -
Rotating Partners	2.33%	$	933.14	$	-	$ -
Adult Ed (Lifelong Learning)	0.11%	$	44	$	-	$ -
Adult Ed (Greenville Literacy Assoc.)	0.00%	$	-	$	-	$ -
SCCB	0.22%	$	89	$	-	$ -
SCSEP (Goodwill)	0.22%	$	89	$	-	$ -
YouthBuild (Goodwill)	0.22%	$	89	$	-	$ -
LifeLaunch (Goodwill)	0.22%	$	89	$	-	$ -
Pathway (Goodwill)	0.22%	$	89	$	-	$ -
Perkins (Greenville Tech)	0.00%	$	-	$	-	$ -
Block Grant (SHARE)	0.22%	$	89	$	-	$ -
WIOA Youth	0.67%	$	267	$	-	$ -
WP	0.22%	$	89	$	-	$ -
Total Costs		$	40,000	$	-	$ -

Partners' proportionate share percentage

Front Desk Calculations

Partner Program	Dedicated SF for Paying Partners	Percentage	Amount
WIOA	488	26.55%	$ 10,621
WP	533	29.00%	$ 11,600
TAA	46	2.50%	$ 1,001
UI	95	5.17%	$ 2,068
Vet	97	5.28%	$ 2,111
Telamon	63	3.43%	$ 1,371
TANF	184	10.01%	$ 4,005
SNAP	63	3.43%	$ 1,371
VR	100	5.44%	$ 2,176
Job Corps	126	6.86%	$ 2,742
Rotating PT Partner(s)			
Adult Ed (Lifelong Learning)	2	0.11%	$ 44
Adult Ed (Greenville Literacy Assoc.)	0	0.00%	$ -
SCCB	4	0.22%	$ 89
SCSEP (Goodwill)	4	0.22%	$ 89
YouthBuild (Goodwill)	4	0.22%	$ 89
LifeLaunch (Goodwill)	4	0.22%	$ 89
Pathway (Goodwill)	4	0.22%	$ 89
Perkins (Greenville Tech)	0	0.00%	$ -
Block Grant (SHARE)	4	0.22%	$ 89
WIOA Youth	12	0.67%	$ 267
WP	4	0.22%	$ 89
Total Square Footage	1838	100.00%	
	$ 40,000.00		

Greenville County

Total Local Area Operating Budget for PY22

July 1, 2022 - June 30, 2023

SQ. Footage Cost Allocation Methodology

Infrastructure Costs	Location 1	Totals
Rent	114,865.00	114,865.00
Security System (Cameras)	1,518.72	1,518.72
Utilities	13,000.00	13,000.00
Janitorial/Maintenance	-	-
Landscaping	-	-
General Repair	-	-
Pest Control	-	-
Depreciation (if applicable)	-	-
Telephone (if applicable)	10,000.00	10,000.00
Public Access PC Costs	3,000.00	3,000.00
Equipment Maintenance/Rental		-
Common area supplies	8,500.00	8,500.00
Other - Floor Maintenance	3,104.00	3,104.00
Other - Shredding	600.00	600.00
Other -		-
Total Infrastructure Costs	$ 154,587.72	$ 154,587.72

Square Footage

Cost per Square Foot	**$ 18.88**	

Additional Shared Services Costs	Location 1	Totals
Front Desk Position	40,000.00	40,000.00
		-
		-
Total Additional Costs		$ 40,000.00

Grand Total Budget	$ 194,587.72

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

**DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution and should not be included under DEW programs*

Greenville County
Total Budget by Program for PY22
July 1, 2022 - June 30, 2023
SF Cost Allocation Methodology

SC Works Greenville Total Locations

Infrastructure Costs	SOLE SPACE SQ. FT.	% of Sole Space Sq. Ft.	COMMON SPACE SQ. FT.	Total Shared SQ. FT.	COST PER SQ. FT.	ANNUAL COST	% OF TIME SPACE Assigned
WIOA	488	26.46%	1,679	2,167	$18.88	$ 40,910	100%
WP	533	28.90%	1,834	2,367	$18.88	$ 44,683	100%
TAA	46	2.49%	158	204	$18.88	$ 3,856	100%
UI	95	5.15%	327	422	$18.88	$ 7,964	100%
Vet	97	5.26%	334	431	$18.88	$ 8,132	100%
Telamon	63	3.42%	217	280	$18.88	$ 5,281	100%
TANF	184	9.98%	633	817	$18.88	$ 15,425	100%
SNAP	63	3.42%	217	280	$18.88	$ 5,281	100%
VR	100	5.42%	344	444	$18.88	$ 8,383	100%
Job Corps	126	6.83%	434	560	$18.88	$ 10,563	100%
Rotating PT Partner(s)	49	2.66%	169	218	$18.88	$ 4,108	100%
Adult Ed (Lifelong Learning)	2	0.11%	7	9	$18.88	$ 171	100%
Adult Ed (Greenville Literacy Assoc.)	2	0.11%	7	9	$18.88	$ 171	100%
SCCB	4	0.22%	14	18	$18.88	$ 342	100%
SCSEP (Goodwill)	4	0.22%	14	18	$18.88	$ 342	100%
YouthBuild (Goodwill)	4	0.22%	14	18	$18.88	$ 342	100%
LifeLaunch (Goodwill)	4	0.22%	14	18	$18.88	$ 342	100%
Pathway (Goodwill)	4	0.22%	14	18	$18.88	$ 342	100%
Perkins (Greenville Tech)	4	0.22%	14	18	$18.88	$ 342	100%
Block Grant (SHARE)	4	0.22%	14	18	$18.88	$ 342	100%
WIOA Youth	12	0.66%	42	54	$18.88	$ 1,027	100%
WP	4	0.22%	14	18	$18.88	$ 342	100%
Total	1,844	100.00%	6,346	8,190		$ 154,588	

Additional Shared Services Costs	% of Total	Front Desk Staff			Total Cost by Program
WIOA	26.55%	$ 10,621	$ -	$ -	$ 51,531
WP	29.00%	$ 11,600	$ -	$ -	$ 56,283
TAA	2.50%	$ 1,001	$ -	$ -	$ 4,857
UI	5.17%	$ 2,068	$ -	$ -	$ 10,032
Vet	5.28%	$ 2,111	$ -	$ -	$ 10,243
Telamon	3.43%	$ 1,371	$ -	$ -	$ 6,653
TANF	10.01%	$ 4,005	$ -	$ -	$ 19,430
SNAP	3.43%	$ 1,371	$ -	$ -	$ 6,653
VR	5.44%	$ 2,176	$ -	$ -	$ 10,560
Job Corps	6.86%	$ 2,742	$ -	$ -	$ 13,305
Rotating Partners	2.33%	$ 933.14	$ -	$ -	$ 5,040.95
Adult Ed (Lifelong Learning)	0.11%	$ 44	$ -	$ -	$ 216

Adult Ed (Greenville Literacy Assoc.)	0.00%	$ -	$ -	$ -	$ 171
SCCB	0.22%	$ 89	$ -	$ -	$ 431
SCSEP (Goodwill)	0.22%	$ 89	$ -	$ -	$ 431
YouthBuild (Goodwill)	0.22%	$ 89	$ -	$ -	$ 431
LifeLaunch (Goodwill)	0.22%	$ 89	$ -	$ -	$ 431
Pathway (Goodwill)	0.22%	$ 89	$ -	$ -	$ 431
Perkins (Greenville Tech)	0.00%	$ -	$ -	$ -	$ 342
Block Grant (SHARE)	0.22%	$ 89	$ -	$ -	$ 431
WIOA Youth	0.67%	$ 267	$ -	$ -	$ 1,294
WP	0.22%	$ 89	$ -	$ -	$ 431
Total Costs		$ 40,000	$ -	$ -	$ 194,588

MOU Attachment F

CONFIDENTIALITY AGREEMENT

BETWEEN

THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

AND

GREENVILLE COUNTY WORKFORCE DEVELOPMENT AREA

This Confidentiality Agreement is entered into as of July 1, 2022 by and between the South Carolina Department of Employment and Workforce (DEW) and Greenville County Workforce Development Area ("LWDA").

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

ARTICLE I

DURATION OF AGREEMENT

This Agreement shall take effect upon the signatures of both parties and shall terminate at the end of the third program year, June 30, 2022. This agreement may be renewed as permitted by federal and state law. The confidentiality requirements of this Agreement shall survive the term of this Agreement.

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

ARTICLE II

APPLICABLE CONFIDENTIALITY LAWS AND REGULATIONS

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

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

of State UC Information, 20 C.F.R. Part 603;

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

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

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

ARTICLE III

DEFINITIONS

1. CONFIDENTIAL INFORMATION

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

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

2. PERSONALLY IDENTIFIABLE INFORMATION

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

ARTICLE IV

INFORMATION DISCLOSED PURSUANT TO THIS AGREEMENT

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

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

DEW Workforce Information Portal ("Portal").

ARTICLE V

PURPOSES FOR REQUESTING INFORMATION

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

ARTICLE VI

REQUIRED SAFEGUARDS

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

The individual recipient of any confidential information is required to:

1. Use the disclosed information only for purposes authorized by law and consistent with this Agreement;

2. Store the disclosed information in a place physically secure from access by unauthorized persons;

3. Undertake precautions to ensure that only authorized personnel have access to disclosed information in hardcopy form.

4. Store and process disclosed information maintained in electronic format in such a way that unauthorized persons cannot obtain the information by any means; and

5. Undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.

    a. Precautions include not saving UC information and PII exported from the Portal into spreadsheets or other documents in shared folders with unauthorized personnel.

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

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

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

    a. It is the understanding pursuant to this Agreement that the LWDA will be working on this project exclusively. Prior to any additional personnel, contractors, or service providers of

the LWDA joining this project, the LWDA will notify DEW so the acknowledgement can be executed prior to any disclosure to the additional personnel.

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

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

ARTICLE VII

REDISCLOSURE OF CONFIDENTIAL UC INFORMATION

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

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

1. To the individual or employer who is the subject of the information;
2. To an attorney or other duly authorized agent representing the individual or employer;
3. In any civil or criminal proceedings for or on behalf of a recipient agency or entity;
4. In response to a subpoena as provided in 20 C.F.R. § 603.7;
5. To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;
6. From one public official to another if the redisclosure is authorized by the State law;
7. When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or
8. When specifically authorized by a written release that meets the requirements of 20 C.F.R. § 603.5(d) (to a third party with informed consent).

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

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

ARTICLE VIII

METHODS AND TIMING OF REQUESTS FOR INFORMATION

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

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

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

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

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

ARTICLE IX

COSTS FOR FURNISHING INFORMATION

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

ARTICLE X

ON-SITE INSPECTIONS

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

ARTICLE XI

BREACH, ENFORCEMENT, TERMINATION AND MODIFICATION

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

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

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

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

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

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

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

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

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

SUCCESSORS AND ASSIGNS: DEW and LWDA each binds itself, its successors, executors, administrators,

and assigns to the other party with respect to these requirements, and also agrees that no party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other parties.

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

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

South Carolina Department of Employment and Workforce

G. Daniel Ellzey
Executive Director

6/14/22
Date

LWDA

_____

County Administrator

_____
Date

and assigns to the other party with respect to these requirements, and also agrees that no party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other parties.

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

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

South Carolina Department of Employment and Workforce	LWDA
_____	_____
Executive Director	County Administrator
_____	6-22-22
Date	Date

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

REGARDING

CONFIDENTIAL INFORMATION FROM DEW

ORGANIZATION NAME _____

EXECUTIVE SIGNATURE
(Signatory Official) _____

EMPLOYEE NAME _____

EMPLOYEE POSITION _____

EMPLOYEE PHONE NUMBER _____

EMPLOYEE EMAIL ADDRESS _____

DATE _____

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

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

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

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

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

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

User

Signature _____ Date _____

Program Year 2022 MOU/IFA Addendum

Front Desk Position Funding and Cost Allocation

The SC Works system brings together a series of partner programs and entities responsible for workforce development, education, and other human resources programs to collaborate in the creation of a seamless customer-focused service delivery network that enhances access to the programs' services. In an effort to streamline the intake process by providing consistent front desk coverage in Comprehensive SC Works Centers, the Parties indicated below agree to proportionately share the cost for funding a full-time front desk position, up to $40,000 including salary, fringe and benefits, in all SC Works Comprehensive Centers for Program Year (PY) 2022. The primary responsibility of this position would include the provision of consistent guidance and assistance to individuals visiting the SC Works Center. The individual will greet and direct customers to the appropriate resources and will report to the SC Works Center Operator. *The Parties reserve the ability to be involved in the selection and training process for this position.* Below is a recommended list of essential duties and responsibilities:

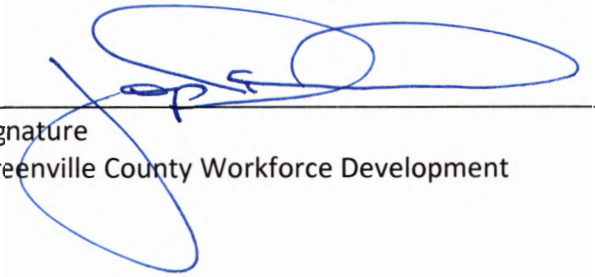
- Greet customers and guests at the main entrance;
- Respond to customer questions and direct them to the appropriate staff, program, or agency;
- Provide customers with pertinent information related to employment services, WIOA services or other partner programs within the local SC Works system;
- Provide an overview of available resource center services, employment referral opportunities, and vocational guidance and labor market information to claimants, job seekers, partners and employers;
- Assist customers with utilizing the SC Works Greeter kiosk; and
- Perform other duties as assigned.

In accordance with State Instruction 16-19, Local MOU Guidelines, required partners must use a portion of their funds to pay for costs relating to the operation of the workforce system, including infrastructure costs and additional costs. Additional costs may include other costs that support the operations of the SC Works Center as a whole, such as staffing for the front desk, if agreed to by partners. Although the local operating budget contains both infrastructure and additional costs components, only failure to reach consensus among all required partners with respect to the infrastructure cost funding will trigger the implementation of the State Funding Mechanism, as outlined in the policy referenced above. Therefore, the Parties indicated below agree to proportionately share in the cost of funding a full-time front desk position in all Comprehensive Centers in addition to the infrastructure costs identified in Attachment E of the local PY 2022 MOU/IFA, Shared Operating Budget.

The local area, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Parties to the addendum as it relates to the funding of the front desk position at the local area's Comprehensive Center(s). Charges should be included in the quarterly IFA invoice and shared proportionately using the methodology agreed to and outlined in the local PY 2022 MOU/IFA.

This addendum is effective July 1, 2022 through June 30, 2023. Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this addendum in the event funding for the mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding. Should any Party withdraw, modify, assign or terminate its participation in this addendum, it shall remain binding and in full force and effect with respect to other remaining Parties.

The individuals signing this addendum have the authority to commit their respective organizations to the terms of this addendum and do so by signature below.



Signature — Date
Greenville County Workforce Development

Signature — Date
The South Carolina Department of Employment and Workforce

Signature — Date
South Carolina Vocational Rehabilitation Department

Signature — Date
South Carolina Commission for the Blind

Signature — Date
Lifelong Learning

The local area, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Parties to the addendum as it relates to the funding of the front desk position at the local area's Comprehensive Center(s). Charges should be included in the quarterly IFA invoice and shared proportionately using the methodology agreed to and outlined in the local PY 2022 MOU/IFA.

This addendum is effective July 1, 2022 through June 30, 2023. Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this addendum in the event funding for the mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding. Should any Party withdraw, modify, assign or terminate its participation in this addendum, it shall remain binding and in full force and effect with respect to other remaining Parties.

The individuals signing this addendum have the authority to commit their respective organizations to the terms of this addendum and do so by signature below.

_____ _____
Signature — Date
Greenville County Workforce Development



6/14/22
G. Daniel Ellzey — Date
The South Carolina Department of Employment and Workforce

_____ _____
Signature — Date
South Carolina Vocational Rehabilitation Department

_____ _____
Signature — Date
South Carolina Commission for the Blind

_____ _____
Signature — Date
Lifelong Learning

The local area, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Parties to the addendum as it relates to the funding of the front desk position at the local area's Comprehensive Center(s). Charges should be included in the quarterly IFA invoice and shared proportionately using the methodology agreed to and outlined in the local PY 2022 MOU/IFA.

This addendum is effective July 1, 2022 through June 30, 2023. Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this addendum in the event funding for the mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding. Should any Party withdraw, modify, assign or terminate its participation in this addendum, it shall remain binding and in full force and effect with respect to other remaining Parties.

The individuals signing this addendum have the authority to commit their respective organizations to the terms of this addendum and do so by signature below.

_____ _____

Signature — Date

Greenville County Workforce Development

_____ _____

Signature — Date

The South Carolina Department of Employment and Workforce

Felicia W. Johnson 06/29/2022

Felicia W. Johnson, Commissioner — Date

South Carolina Vocational Rehabilitation Department

_____ _____

Signature — Date

South Carolina Commission for the Blind

_____ _____

Signature — Date

Lifelong Learning

"APPROVED AS TO FORM AND CONTENT"

Deanene T. Harvey

SCVRD Legal Counsel

The local area, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Parties to the addendum as it relates to the funding of the front desk position at the local area's Comprehensive Center(s). Charges should be included in the quarterly IFA invoice and shared proportionately using the methodology agreed to and outlined in the local PY 2022 MOU/IFA.

This addendum is effective July 1, 2022 through June 30, 2023. Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this addendum in the event funding for the mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding. Should any Party withdraw, modify, assign or terminate its participation in this addendum, it shall remain binding and in full force and effect with respect to other remaining Parties.

The individuals signing this addendum have the authority to commit their respective organizations to the terms of this addendum and do so by signature below.

_____ _____

Signature Date
Greenville County Workforce Development

_____ _____

Signature Date
The South Carolina Department of Employment and Workforce

_____ _____

Signature Date
South Carolina Vocational Rehabilitation Department

Karma Marshall 7-21-2022

Signature Date
South Carolina Commission for the Blind

_____ _____

Signature Date
Lifelong Learning

The local area, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Parties to the addendum as it relates to the funding of the front desk position at the local area's Comprehensive Center(s). Charges should be included in the quarterly IFA invoice and shared proportionately using the methodology agreed to and outlined in the local PY 2022 MOU/IFA.

This addendum is effective July 1, 2022 through June 30, 2023. Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this addendum in the event funding for the mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding. Should any Party withdraw, modify, assign or terminate its participation in this addendum, it shall remain binding and in full force and effect with respect to other remaining Parties.

The individuals signing this addendum have the authority to commit their respective organizations to the terms of this addendum and do so by signature below.

_____ _____

Signature Date

Greenville County Workforce Development

_____ _____

Signature Date

The South Carolina Department of Employment and Workforce

_____ _____

Signature Date

South Carolina Vocational Rehabilitation Department

_____ _____

Signature Date

South Carolina Commission for the Blind

_____ _____

Signature Date

Lifelong Learning

Pamela B. Arnio — 05/20/2022

Signature — Date

Sunbelt Human Advancement Resources Inc. (SHARE)

Signature — Date

Goodwill Industries of Upstate/Midlands South Carolina (GIUMSC)

Signature — Date

SC Department of Social Services

Signature — Date

Telamon Corporation

Signature — Date

Job Corps

Signature — Date

Sunbelt Human Advancement Resources Inc. (SHARE)

Signature — 5/24/22 Date

Goodwill Industries of Upstate/Midlands South Carolina (GIUMSC)

Signature — Date

SC Department of Social Services

Signature — Date

Telamon Corporation

Signature — Date

Job Corps

_____ _____
Signature Date
Sunbelt Human Advancement Resources Inc. (SHARE)

_____ _____
Signature Date
Goodwill Industries of Upstate/Midlands South Carolina (GIUMSC)

Susan Roben Digitally signed by Susan Roben
Date: 2022.06.14 17:06:21
-04'00'

_____ 6/14/2022
Signature Date
SC Department of Social Services

_____ _____
Signature Date
Telamon Corporation

_____ _____
Signature Date
Job Corps

DocuSign Envelope ID: 2AA9EC99-6B7A-4163-B28B-6513EAAECFC6

_____ _____

Signature Date

Sunbelt Human Advancement Resources Inc. (SHARE)

_____ _____

Signature Date

Goodwill Industries of Upstate/Midlands South Carolina (GIUMSC)

_____ _____

Signature Date

SC Department of Social Services

DocuSigned by:
Susan Duey
26AC9D6368814DD...

6/30/2022

Signature Date

Telamon Corporation

_____ _____

Signature Date

Job Corps

Signature Date

Sunbelt Human Advancement Resources Inc. (SHARE)

Signature Date

Goodwill Industries of Upstate/Midlands South Carolina (GIUMSC)

Signature Date

SC Department of Social Services

Signature Date

Telamon Corporation

Eric Jones 6-27-22

Signature Date

Job Corps

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

Telephone #: 864.596.2528

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

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

Telephone #: 864.467.3620

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

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

08-14-2022
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 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 <u>expended</u> 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	$	2,057,209.05
GREATER UPSTATE WIOA TOTAL	$	2,057,209.05

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

GREATER UPSTATE WORKFORCE AREA

Service Provider Arbor E&T, LLC d/b/a Equus Workforce Solutions	**Contract #:**	22M903Q1-ULWAP
	Modification #:	Original
Project/Activity	**Funding Source:**	WIOA
ONESTOP OPERATOR	Contract Value	2,057,209.04

			Greenville Budget			Upstate Budget		
	Greater Upstate Budget	Greenville Total Budget	Greenville Adult	Greenville Dislocated Worker		Upstate Total Budget	Upstate Adult	Upstate Dislocated Worker
			50.00%	50.00%			50.00%	50.00%
Salaries	$ 716,074.22	$ 373,148.48	$ 186,574.24	$ 186,574.24		$ 342,925.74	$ 171,462.87	$ 171,462.87
Fringes	$ 227,251.80	$ 105,094.12	$ 52,547.06	$ 52,547.06		$ 122,157.68	$ 61,078.84	$ 61,078.84
Temp Labor	$ -	$ -	$ -	$ -		$ -	$ -	$ -
Dues, Prof fees, Subscriptions	$ 350.00	$ 150.00	$ 75.00	$ 75.00		$ 200.00	$ 100.00	$ 100.00
Mileage	$ 8,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00		$ 3,000.00	$ 1,500.00	$ 1,500.00
Professional Development	$ 2,500.00	$ 1,250.00	$ 625.00	$ 625.00		$ 1,250.00	$ 625.00	$ 625.00
Travel - Out of Town	$ -	$ -	$ -	$ -		$ -	$ -	$ -
Training	$ 649,599.22	$ 408,278.60	$ 204,139.30	$ 204,139.29		$ 241,320.62	$ 120,660.31	$ 120,660.31
Office Supplies	$ 15,000.00	$ 8,000.00	$ 4,000.00	$ 4,000.00		$ 7,000.00	$ 3,500.00	$ 3,500.00
Outreach	$ -	$ -	$ -	$ -		$ -	$ -	$ -
Printing Supplies	$ 1,200.00	$ 600.00	$ 300.00	$ 300.00		$ 600.00	$ 300.00	$ 300.00
Postage	$ 1,300.00	$ 500.00	$ 250.00	$ 250.00		$ 800.00	$ 400.00	$ 400.00
Rent	$ 41,013.00	$ 3,610.00	$ 1,805.00	$ 1,805.00		$ 37,403.00	$ 18,701.50	$ 18,701.50
Equipment Rental	$ 3,133.08	$ 1,741.32	$ 870.66	$ 870.66		$ 1,391.76	$ 695.88	$ 695.88
Contract/ Consulting Services	$ 7,261.28	$ 3,060.00	$ 1,530.00	$ 1,530.00		$ 4,201.28	$ 2,100.64	$ 2,100.64
Telephone	$ 17,500.00	$ 12,500.00	$ 6,250.00	$ 6,250.00		$ 5,000.00	$ 2,500.00	$ 2,500.00
Utilities	$ 1,500.00	$ -	$ -	$ -		$ 1,500.00	$ 750.00	$ 750.00
Misc & Facilities Costs	$ 11,500.00	$ 3,500.00	$ 1,750.00	$ 1,750.00		$ 8,000.00	$ 4,000.00	$ 4,000.00
Supportive Services	$ 128,435.00	$ 74,217.50	$ 37,108.75	$ 37,108.75		$ 54,217.50	$ 27,108.75	$ 27,108.75
Computers & Software	$ 9,000.00	$ 4,000.00	$ 2,000.00	$ 2,000.00		$ 5,000.00	$ 2,500.00	$ 2,500.00
Relocation	$ -	$ -	$ -	$ -		$ -	$ -	$ -
Indirect 9.77%	$ 103,814.40	$ 51,014.44	$ 25,507.22	$ 25,507.22		$ 52,799.96	$ 26,399.98	$ 26,399.98
Management Fee	$ 112,777.05	$ 61,228.54	$ 30,614.27	$ 30,614.27		$ 51,548.51	$ 25,774.26	$ 25,774.25
TOTAL GRANT COST	**$ 2,057,209.04**	**$ 1,116,893.00**	**$ 558,446.50**	**$ 558,446.50**		**$ 940,316.05**	**$ 470,158.03**	**$ 470,158.02**

*Arbor 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

Line Item	Total Greater Upstate	Greenville	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	$ -	$ -	$ -
	$ 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**

INDIRECT 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.

Bidder: Arbor E & T LLC dba Equus Workforce Solutions

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 9.77%	$ 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

Increase Type	Description	Eligible Positions	Requirements	Potentially Eligible
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

Staff	# Goals	Award/ goal	Qtrs	Total
17	4	$50	4	$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.

GREENVILLE COUNTY, SOUTH CAROLINA
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
PROGRAM YEAR 2022 YOUTH ACTIVITIES CONTRACT NO. 72-050719-4

Administrator	Contractor
Greenville County Workforce Development **225 S. Pleasantburg Drive, Suite C11** **Greenville, South Carolina 29607** **Phone: (864) 467-3620** **Fax: (864) 467-3603**	**Eckerd Youth Alternatives, Inc.** **Attn: Tony Van Slyke** **Chief Financial Officer** **100 N. Starcrest Drive** **Clearwater, Florida 33765**

TYPE OF CONTRACT

A. Fixed Unit Price	B. Cost Reimbursement	C. Combination of A and B
	$626,625	

PROGRAM DESCRIPTION

Eckerd Youth Alternatives, Inc. (Eckerd) proposes to deliver a flexible, responsive and customer-driven Title I WIOA Youth program that is strategically formulated to improve the region's most at-risk youth for employment. Each youth participant who enrolls in the program will be matched with a service tract that directly corresponds to his/her assessed needs, identified skill level, and motivation to complete services. Approximately eighty-seven (87) participants will be carried over to Eckerd's PY22 contract from PY21, plus an additional twelve (12) In-School Youth (ISY) and ninety-eight (98) OSY will be enrolled in the program for a total of 197 youth.

STATEMENT OF AGREEMENT

This contractual agreement is made and entered into between **Greenville County Workforce Development**, acting in their capacity of staff to the Greenville County Workforce Development Board, the Workforce Innovation and Opportunity Act (WIOA) Administrative Entity, for the Greenville County Workforce Development Area**,** and Eckerd Youth Alternatives, Inc.**,** hereinafter referred to as "Contractor". Performance under this contract shall occur between the period of **July 1, 2022** and **June 30, 2023**. All contract costs must be incurred between these dates unless such dates have been modified in accordance with the provisions contained within this Agreement.

The funds available for the services to be provided are Workforce Innovation and Opportunity Act (WIOA) funds granted to the Greenville County Workforce Development Area from the South Carolina Department of Employment and Workforce under the approved Workforce Innovation and Opportunity Act (WIOA) plan.

This agreement initiates the Administrator's obligation by **Six Hundred and Twenty-Six Thousand, Six Hundred and Twenty-Five and no/100 ($626,625.00) dollars to a total amount not to exceed Six Hundred and Twenty-Six Thousand, Six Hundred and Twenty-Five and no/100 ($626,625.00) dollars which shall be paid in accordance with the Statement of Work and Budget contained within this Agreement.**

APPROVED CONTRACT COST AND SLOT LEVEL

	Total Program Cost	Slot Level
PY21 Carry In Participants		87
PY22 New Enrollments (In-School Youth)		12
PY22 New Enrollments (Out-of-School Youth)		98
PY22 Contract Total Cost/Enrollments	$626,625	197

IN WITNESS WHEREOF, the parties have executed this agreement as of the latest date appearing below, and in signing and thereby validating this agreement, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official. The Administrative Entity shall acquire and maintain proof of Contractor signatory official authority prior to execution of this Agreement and/or disbursal of payments.

SIGNATORY OFFICIALS FOR THE ADMINISTRATIVE ENTITY

Administrator Signatory Official	Joseph Kernell, County Administrator
Signature	
Date	7-20-22
Administrator Signatory Official	Mr. Willis Meadows, County Council Chairman
Signature	Willis H Meadows
Date	07-22-2022

ATTEST: _____

REGINA MCCASKILL
CLERK TO COUNCIL

SIGNATORY OFFICIAL FOR THE CONTRACTOR

Contractor Signatory Official	Tony Van Slyke
Title	Chief Financial Officer
Signature	
Date	June 28, 2022

STATEMENT OF WORK

SECTION I – EXECUTIVE SUMMARY

Target Population ……	Out of school youth ages 16-24; in school youth
Target Industries & Occupations ……	All manufacturing occupations, health care, warehousing, information systems, construction, and administrative occupations
Program Location ……	Phyllis Wheatley Center; may relocate to McAlister Square
Program Design ……	Comprehensive, integrated and hands on educational, work readiness training, and wrap around supportive services
Credentials Acquired ……	GED/HS Equivalency Diploma, TABE/WIN, recognized credentials
Experiential Learning ……	This program includes experiential and contextual learning, on-the-job training (OJT), internships, and work experience training
Employment Opportunities ……	Internships, apprenticeships, OJT, work experience training opportunities with local businesses and organizations
Number to be enrolled ……	110
Total Grant Award ……	$626,625
Annual Cost per New Participant ……	$5,697 (*Continuation of services to carryover participants will decrease the cost per participant)
Outcomes……	WIOA Youth Performance Measures

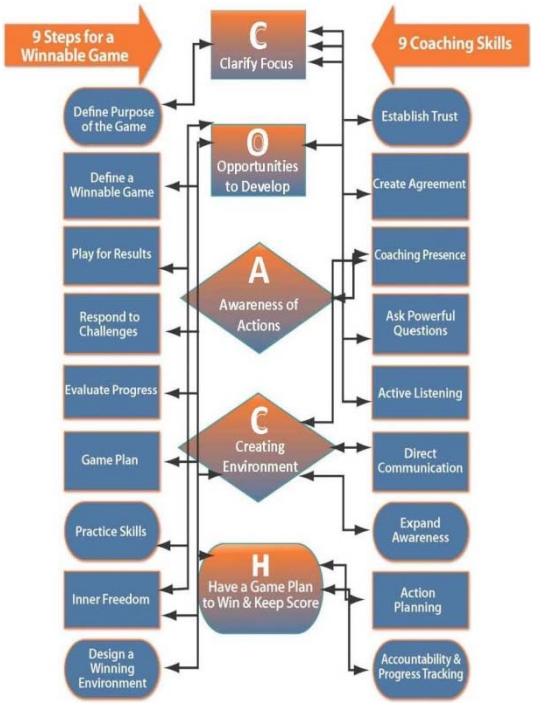
SECTION II – PROGRAM PURPOSE

Eckerd Youth Alternatives, Inc. (Eckerd) will deliver a flexible, responsive and customer-driven Title I WIOA Youth program for the Greenville County Workforce Development Board (GCWDB) that is strategically formulated to prepare the region's most at-risk youth for employment. The Eckerd program model has been customized for the Greenville County Workforce Development Board (GCWDB) and designed so that each participant who enrolls in our program will be matched with a service track that directly corresponds to his/her assessed needs, identified skill level, and motivation to complete services. Youth participants who fully engage with services will be able to rapidly achieve outcomes that are listed as goals on their Individual Service Strategy (ISS). Each goal is customized to match the desired pathway and career goals of each participant, but goals may include, GED attainment, high school diploma, credentialing, work experience/OJT, and ultimately, placement in employment. The program provides substantive phases of self-exploration by virtue of assessment, career exploration utilizing various methods, and planning via effective case management.

Eckerd will coordinate services with local training providers and partners to prepare participants to become technically skilled and qualified job seekers that are equipped to meet the demands of the region's employers.

Eckerd believes that comprehensive training is critical for delivering quality services to the youth we serve and a number of evidence-based, informed approaches will be incorporated into the WIOA youth program, including:

- **Human-Centered Design**: Human-centered design aims to make systems usable and useful by focusing on the users, their needs and requirements, and by applying human factors/ ergonomics, usability knowledge, and techniques. Eckerd utilized Human Centered Design as an ongoing effort to redesign our workforce programming. We believe working within this framework will result in higher levels of customer satisfaction, and therefore, program success.
- **Motivational Interviewing (MI):** MI is an evidenced-based practice in our program design to ensure that every participant in the program recognizes their strengths, and barriers. We have adopted this approach to ensure that each of our staff understand their role and are given the tools to serve as a "change agent" and increase the likelihood of success. Our organization has developed a workforce-specific system of MI for our WIOA, TANF, and DOL programs and we have presented this model at national conferences such as NAWDP and SETA.
- **Supportive Relationships/Coaching:** Eckerd's case management approach is formulated on a proven coaching/mentoring strategy developed to assist participants with skills development and behavior change. Strong relationships with staff members will extend to both Center and off-site activities, and will occur throughout daily program services, specialized services, and mobile services. Eckerd will utilize a defined Coaching Strategy for its youth services, ensuring each participant receives appropriate support from our staff during program participation and follow-up. The COACH chart illustrates the 9 steps and skills staff will be trained to use in conjunction with the 5 system elements.



- **Trauma Informed Care:** Eckerd will use a Trauma Informed Approach during services. Eckerd has developed Trauma Informed training focusing on SAMHSA's six principles of a trauma informed approach:
  - *Safety:* Provision of welcoming and secure setting and in-depth interpersonal interactions.
  - *Trustworthiness and Transparency:* Participants involvement in every decision related to case plan development, career pathway exploration, and job placement.
  - *Peer Support:* Identification of supportive community members with shared experiences.
  - *Collaboration and Mutuality:* Participants and Center staff, workforce partners, and supportive service providers will utilize a strength-based approach.
  - *Empowerment, Voice, and Choice:* Participants, Center staff, and partners will recognize the will build on strengths identified through the planning process.
  - *Cultural, Historical, and Gender Issues:* Services will be culturally relevant, unbiased, gender responsive, rely on community connections, and responsive to individual needs.
- **Social Determinants of Health:** Eckerd believes that the Social Determinants of Health (SDOH) are closely related to the overall success of WIOA participants who engage in services at the Center. Primary SDOH that Eckerd will address through Center services include income level; educational opportunities; occupation, employment status, and workplace safety; access to housing and utility services; and availability of transportation.
- **Customer Surveys and Feedback:** Customer satisfaction surveys are utilized to evaluate program performance and ensure we are aligned with the expectations of the customers. Surveys are administered anonymously so that participants give honest feedback.

Eckerd's model aligns its program design to meet and exceed the revised performance benchmarks outlined in the Workforce Innovation and Opportunity Act. Those measures include:

- ✓ Placement in employment or education or training
- ✓ Retention in employment or education or training
- ✓ Median Earnings
- ✓ Credential Attainment Rate
- ✓ Gain in Program Skills

Partnerships are essential to effective service delivery. Eckerd has established effective local partnerships and will work closely with GCWBD to transition existing relationships with the WIOA partners in SC Vocational Rehabilitation, SC Commission for the Blind, local Adult Education departments, and the SC Department of Social Services for TANF services, Greenville County School District, and Technical Colleges. Community based organizations often specialize in niche training and support opportunities that can be layered on to our traditional service delivery menu. In the Greenville Workforce Development Area, Eckerd will collaborate and partners such as Mill Community Ministries (MCM), Mill Village Farms, Village Wrench, Earn-a-Bike, 6-Cycle Youth Program, and Village Launch.

Eligibility

Eckerd will provide eligibility determination and WIOA certification officially determining whether the eligibility status of youth applicants via Training and Employment Guidance Letter (TEGL) 21-16. For participation in the WIOA Youth Program, youth must meet the following eligibility requirements:

Eligibility/Target Population: Out-of-school youth (OSY) and in-school youth (ISY)

An **OSY** is an individual who is:

a. Not attending any school (as defined under State law);
b. Not younger than age 16 or older than age 24 at time of enrollment; and
c. One or more of the following:

1. A school dropout;
2. A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;
3. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
4. An offender;
5. A homeless individual, a homeless child or youth, or a runaway;
6. An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
7. An individual who is pregnant or parenting;
8. An individual with a disability; or
9. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

An **ISY** is an individual who is:

a. Attending school (as defined by State law), including secondary and postsecondary school;
b. Not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21 at time of enrollment;
c. low-income individual; and
d. One or more of the following:

1. Basic skills deficient;
2. An English language learner;
3. An offender;
4. A homeless individual, a homeless child or youth, or a runaway;

5. An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
6. An individual who is pregnant or parenting;
7. An individual with a disability; or
8. An individual who requires additional assistance to complete an educational program or to secure or hold employment.

Youth Requires Additional Assistance
An individual who requires additional assistance to enter or complete an educational program or to secure and hold employment definition must be low-income and meet one or more of the following categories with appropriate documentation.

The following criteria is used to determine requiring additional assistance for ISY:

a) Has poor attendance patterns in an educational program during the last 12 months;
b) Has been expelled from school within the last 12 calendar months;
c) Has been suspended from school at least within the last 12 calendar months;
d) Has below average grades;
e) Has currently incarcerated parent(s) or guardian

The following criteria is used to determine requiring additional assistance for OSY:

a) A youth who is a college/advance training program dropout and/or who has not attended the most recent quarter, semester, or term of college;
b) A youth who lacks work readiness skills as documented on an approved pre-test*;
c) A youth who was fired from a job within the recent 6 months;
d) A youth who lacks work experience, meaning that the individual has not worked a full-time job (30+ hours a week) for four (4) or more consecutive months;
e) A youth of an incarcerated parent(s).

*For the purposes of this contract, WIN Ready to Work is the approved pre-test. Earning a score of less than three (< 3) will constitute lack of work readiness skills.

Youth 5% Enrollment
Per WIOA 20 CFR §681.250(c), WIOA allows a low-income exception where 5 percent of local area participants who ordinarily would need to be low-income do not need to meet the low-income provision. Because not all OSY are required to be low-income, the 5 percent low-income exception under WIOA is calculated based on the 5 percent of youth enrolled in a given program year who would ordinarily be required to meet the low-income criteria.

To enroll an individual who meets the 5 percent low-income eligibility exception, Eckerd must get prior written approval from GCWDB staff.

Eckerd is liable for disallowed costs pertaining to WIOA youth eligibility applications that are subsequently determined as ineligible via an audit/monitoring.

Youth Requires Additional Assistance
An individual who requires additional assistance to enter or complete an educational program or to secure and hold employment definition must be low-income and meet one or more of the following categories with appropriate documentation.

In school youth (ISY):

a. Has poor attendance patterns in an educational program during the last 12 months;
b. Has been expelled from school within the last 12 calendar months;
c. Has been suspended from school at least within the last 12 calendar months;
d. Has below average grades;
e. Has currently incarcerated parent(s) or guardian

Out of school youth (OSY):

a. A youth who is a college/advance training program dropout and/or who has not attended the most recent quarter, semester, or term of college;
b. A youth who lacks work readiness skills as documented on an approved pre-test*;
c. A youth who was fired from a job within the recent 6 months;
d. A youth who lacks work experience, meaning that the individual has not worked a full-time job (30+ hours a week) for four (4) or more consecutive months;
e. A youth of an incarcerated parent(s).

* For the purposes of this contract, WIN Ready to Work is the approved pre-test. Earning a score of less than three (< 3) will constitute lack of work readiness skills.

Eckerd will ensure that participants receive an objective assessment that includes a review of academic level, skills level, and service needs and will document all results on the participant's ISS. The ISS will be reviewed will reviewed and revised as needed.

Eckerd will use current, standardized assessment instrument, such as TABE (primary), PACT, Stanford, MAT-7, BSAP, etc. or if a current test score is not available, the use of a WRAT is acceptable. If a youth has completed one of the previously mentioned basic skills assessment prior to enrollment the assessment must have administered within six (6) months of the enrollment date in order for the results to be considered.

Youth enrolled in the program will receive a WIN Ready to Work assessments as part of the objective assessment. Please note that the WIN Ready to Work assessments include Applied Mathematics, Locating Information, and Reading for Information. The SC Works Center at McAlister Square conducts weekly WIN Ready to Work assessments and will collaborate with the Eckerd on scheduling program youth applicants as needed.

Eckerd will develop a service strategy for each participant that identifies:

- An **employment goal for youth**, including (if appropriate) non-traditional employment, that is supported by local labor market information;
- Appropriate achievement objectives – Each participant will establish at least one (1) and no more than three (3) objectives (goals) per year; each goal must be set **one at a time and attained prior to setting another goal.**
- Appropriate services for the participant taking into account the assessment(s) performed above.

The overall design of the program provides:

- Remediation of math and reading levels, if participant is determined basic skills deficient;
- Preparation for post-secondary educational opportunities, if appropriate;
- Strong linkages between academic and occupational learning;
- Preparation for unsubsidized employment opportunities, if appropriate; and
- Effective connections to intermediaries with strong links to job market and local/regional employers, specifically the local SC Works system.

Every required WIOA youth program element should be made available to each participant **WITHIN GREENVILLE COUNTY** through the use of linkages with area agencies. The definitions of the below WIOA Youth Elements may be found per TEGL 21-16 or at https://wdr.doleta.gov/directives/attach/TEGL/TEGL_21-16.pdf.

TITLE I WIOA YOUTH ELEMENTS

1. Tutoring, Study Skills Training, Instruction and Dropout Prevention Strategies
2. Alternative Secondary School Services
3. Work Based Activities (Work Experience, On-the-Job Training, Pre-apprenticeship Training, Internships, and/or Summer Employment)
4. Occupational Skills Training
5. Concurrent Education and Workforce Preparation
6. Leadership Development Opportunities
7. Supportive Services
8. Adult Mentoring
9. Comprehensive Guidance/Counseling
10. Follow-up Services
11. Financial Literacy Education
12. Entrepreneurial Skills Training
13. Career Exploration and Counseling Services
14. Preparation for Postsecondary Education and Training

Eckerd will provide each participant an orientation concerning the program's outline, attendance requirements, performance goals, entry and exit tests, contact names, etc. Orientation session(s) should also include an overview of the Workforce Innovation and Opportunity Act's purpose and goals as it relates to youth. Every effort should be made to include family members or caretakers of each youth in these sessions.

SECTION III – GENERAL PROHIBITIONS

1. **Non-duplication:** No funds under this Act may be used to provide funding under the School- to-Work Opportunities Act of 1994 nor to carry out, through funds under this Act, activities funded under the S-T-W Act unless the programs funded under this Act only serve those participants eligible to participate in the program under this Act.

2. **Against Federal Control of Education:** No provision of this Act empowers and/or otherwise authorizes any department, agency, officer or employee employed under this Act to exercise any direction, supervision, or control over the curriculum, program of instruction, administration, or personnel of any educational institution, school, school system, or selection of library resources, textbooks, etc.

3. **Non-interference and Non-replacement of Regular Academic requirements:** No funds under this Act will be used to provide an activity for eligible youth who are not school dropouts if participation in the activity would interfere with or replace the regular academic requirements of the youth.

SECTION IV – WIOA PERFORMANCE STANDARDS

Youth Performance Expectations: (Incremental, progressive, and age appropriate)

Percentage of youth in unsubsidized employment, education, or training during the 2nd quarter after exit

1. Percentage of youth in unsubsidized employment, education, or training during the 4th quarter after exit
2. Median earnings of youth who are in unsubsidized employment during the 2nd quarter after exit
3. Percentage of youth who are in education or training and obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation or within 4 quarters after exit
4. Percentage of youth who, during the program year, are in education or training and who achieve a measurable skill gain
5. Effectiveness in serving employers (system-wide measure, not program specific)

The contract may be terminated for cause due to poor performance.

SECTION V – CONTRACTOR EXPECTATIONS – PERFORMANCE AND PROGRESS REPORTS

PY 2022 WIOA Youth Performance

Eckerd will be expected to meet all applicable WIOA Youth Performance Measures. Performance Negotiations for PY22 have not occurred yet, but the below PY21 measures should be used as goals until new performance measures have been agreed upon by SCDEW and the local area.

Percentage of youth in unsubsidized employment, education, or training during the 2nd quarter after exit	63.2%
Percentage of youth in unsubsidized employment, education, or training during the 4th quarter after exit	70.0%
Median earnings of youth who are in unsubsidized employment during the 2nd quarter after exit	$2,950
Percentage of youth who are in education or training and obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation or within 4 quarters after exit	69.1%
Percentage of youth who, during the program year, are in education or training and who achieve a measurable skill gain	49.0%
Effectiveness in serving employers (system-wide measure, not program specific)	*

PY 2022 Progress Reports

Eckerd is responsible for submitting monthly progress reports to the Administrative entity via email, no later than the 10th of each month. These reports should include information on the progress of the contract during the previous month, such as enrollments, activities, events/training staff participated in, best practices, success stories, etc. These reports will be vital in helping the GCWDB and Youth Committee monitor the progress of the contract and see the successes and challenges.

SECTION VI – CONTRACTOR MONITORING

Eckerd will review and document participant progress on a regular basis during the program. If progress is not adequate, case managers/instructors will counsel with participants to identify any corrective action that may be required.

SECTION VII – PARTICIPANT ACTIVTY

Eckerd will be expected to have all program slots filled during the program year. Contract slots that are not filled in accordance with the enrollment plan may be de-obligated if deemed necessary by the Administrator.

SECTION VIII – STAFFING

Eckerd will ensure that all staff involved with this Agreement receive a copy of this Contract and be oriented on their responsibilities regarding this Contract. Staff included in support of this contract will have a designated point of contact to address any questions or concerns pertaining to this contract in order to avoid delays in service.

Staff will immediately notify their supervisor of any contractual problems. Staff resumes will be kept on file at the Eckerd's office location for monitoring purposes.

On-going WIOA Training will be provided to staff as needed. It is strongly encouraged that Eckerd send their staff to **all** technical assistance training and round table meetings. Staff will be held accountable for information and new policies provided during these meetings/training sessions whether they are present or not. As new policies are mandated they will be issued and reviewed in a meeting setting to allow an opportunity for questions to be answered.

Staff qualifications will be a minimum of:

Case Manager Minimum Education/Experience:
Usually has a college degree or equivalent experience or experience working with youth.
Other:
Must have strong personality with ability to empathize and motivate participants without jeopardizing classroom and workplace control.

Eligibility Facilitator/Educational Coach <u>Minimum Educational/Experience:</u>
This position requires a detail-oriented person, preferably with experience in WIOA/WIA eligibility certification.

Eckerd will ensure continuous professional development for all WIOA funded staff.

SECTION IX – FINANCIAL MANAGEMENT

Eckerd will ensure there is a financial management system that provides accurate, current and complete disclosure of the financial transactions of this Contract. This system will be in compliance with standards and procedures established in the Terms and Conditions of this Contract. **Note:** The Uniform Guidance should be followed and replaces references to the OMB Circulars.

Expenditures under this Contract will be in compliance with the Contract Budget. NO ADJUSTMENTS WILL BE MADE WITHOUT PRIOR AUTHORIZATION BY THE ADMINISTRATIVE
ENTITY. Financial Status Report (FSR) and Requests for Payment forms will be provided (if needed) to be completed and returned no later than the 10th of each month.

This is a cost reimbursement contract and no advancements will be approved.

Disallowed Costs

Eckerd will be held liable for any disallowed costs for expenditures that are not compliant with WIOA and the Final Regulations, including costs associated with WIOA youth eligibility determination.

Advanced Individual Fund Tracking (AIFT)

South Carolina's WIOA case management reporting system - SC Works Online System (SCWOS) –includes an integrated financial feature called Advanced Individual Fund Tracking – or AIFT. The AIFT allows for effective management of individual training budgets and provides the means to manage expenditures at any given moment via real-time fund management capabilities.

The AIFT process has three parts. First, whenever a case manager provides a service/activity, they are required to enter it in SCWOS. If there is a cost for providing the service/activity, a voucher must be created. Second, the case manager's supervisor or designated personnel must approve the voucher, as appropriate. Upon the approval of the voucher, the case manager is officially permitted to proceed with incurring the cost for the service/activity. All AIFTs are recorded and maintained in SCWOS for financial tracking purposes. Third, the designated fiscal staff will reconcile the actual payment amount for the services/activities provided under a participant's SCWOS AIFT account.

Per State Instruction Number 21-01, Advanced Individual Fund Tracking Module, "Local areas must fully utilize the AIFT Module in SCWOS to provide timely and accurate data on obligated and paid participant costs." Eckerd is required to utilize the SCWOS Advanced Individual Fund Tracking System in addition to or in lieu of any existing fund tracking system.

SECTION X – WIOA REPORTING

Eckerd will comply with the WIOA/SC Works Online System (SCWOS) reporting requirements. The Administrative Entity will provide technical assistance workshops as needed to ensure accuracy of WIOA reporting.

For purposes of clarification, clients will no longer be considered "terminated" from a particular program. Clients will exit the program when they are no longer receiving any WIOA funded or WIOA partnered services.

Exit Definition: A client is considered to have exited the program when the following occurs:

1. SOFT EXIT: a participant who does not receive any WIOA-funded or non-WIOA funded partner service for 90 days and is not scheduled for future services except follow-up services. Staff must follow the Greenville WIOA Youth Soft Exit Procedures.
2. HARD EXIT: in rare situations a participant may be exited from the program as a "hard exit" Reasons for a hard exit can be: documentable health/medical or family care reasons; deceased; reservist called away to Active Military Duty; institutionalized/incarcerated; or youth relocated to a mandated residential program.

Clients who have a planned gap in service of greater than 90 days should NOT be considered as exited if the gap in the services is due to a delay before the beginning of training or health/medical condition that prevents an individual from participating in services. Service providers should document any gap in service that occurs with a reason for such a gap. Participants who exit from services because they are incarcerated, deceased or have a health/medical condition that prevents the individual from participating

in services should be excluded from the measures. Staff must follow the Greenville WIOA Hard Exit Procedures when this instance occurs.

The exit date is the last date of WIOA funded or partner services received (except follow-up services). For soft exits, the exit date cannot be determined until 90 days has elapsed from the last day of service. At that point, the last date recorded is the last date of service. The quarter after the last date of service takes place is the quarter that is counted in the performance measures.

SECTION XI - FORMS

All forms, documents and information maintained by Eckerd pertaining to this Contract, or mentioned herein, will be made available to the Administrative Entity upon request and is subject to review at any time. Eckerd will be required to use the appropriate forms to reflect enrollment, goal attainment, exiting, etc. The ISS form will also be used. These forms are subject to being replaced throughout the Contract period as WIOA regulations become more established and directions from the State are forwarded to the workforce area.

SECTION XII – ADMINISTRATIVE ENTITY MONITORING

The Administrative Entity will monitor eligibility, assessment and ISS development to ensure clients are receiving adequate and relevant services. The Monitor will conduct reviews at various times throughout the program. Eckerd personnel will be cooperative in assisting the monitor.

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

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

SECTION XIII – CONFIDENTIAL INFORMATION

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

SECTION XIV – COPYRIGHT

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

SECTION XV – CHANGES/MODIFICATIONS

Any change to this Contract must be requested in writing and shall be agreed to by the Eckerd and the Administrative Entity.

SECTION XVI – OPTION TO EXTEND

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 Eckerd. Contract extensions may be granted in 1-year increments for up to three (3) consecutive years for a total of 4 years. Similarly, the slot levels and or number of participants served and or associated costs may be increased/decreased at any time during the Contract period if agreeable with Eckerd.

The PY22 contract is the third extension of the original contract. After this year, there are no available extensions.

SECTION XVII – TERMINATION

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

SECTION XVIII – EFFECTIVE DATES

The effective date of the PY22 contract is **July 1, 2022. The Administrative Entity may opt to extend the contract in accordance with Section XVI of this agreement.**

SECTION XIX – PARTICIPANT WORK EXPERIENCE/INCENTIVE PAYMENTS

Participants will receive work experience wages in the amount of $12.00 per hour of instruction. Work experience training wages are subject to withholding of applicable taxes (FICA, Worker's Compensation).

SECTION XX – PAYMENT SCHEDULE

Cost Reimbursement Payments

Eckerd will follow all guidelines and policies set forth by WIOA and Greenville County regarding cost reimbursement payments. At a minimum, this would require:

- Submission of Request for Payment invoices monthly.
- Submission of monthly Status of Funds report to Greenville County WIOA that will list actual expenditures and accruals for that month.
- Internal controls which provide for separation of duties such that no one individual has control over all aspects of any transaction.
- Payroll accounting records that reflect hours worked, gross wages paid, payroll deductions and net wages must be maintained for all compensated work-based activities (e.g., Work Experience, OJT).
- All wages must be paid by check with signature of the participant required for delivery of the check. When wages are paid via direct deposit to participant proper documentation verifying that payment

was issued to the participant and the amount and date of issuance.

- All payroll taxes must be accounted for and paid in a timely manner to the appropriate Government agency.

- Responsibility for authorizing expenditures and for making payments must be separated.

- All expenditures must be supported by original documentation. The Eckerd should review the supporting documents for completeness and accuracy prior to payment. Missing signatures, as in the case of OJT invoices, will be obtained prior to payment.

- All invoices will be compared with the contract or other authorization documents for propriety and validity prior to payment.

- All payments must be made by check. Eckerd must comply with Greenville County policies regarding unclaimed/uncashed checks and reporting under State laws.

- The accounting records must provide for the recording and reporting of expenditures as to WIOA cost category, specified budget line item of expenses, etc.

- The accounting records must provide an audit trail for the recording and reporting of all WIOA receipts and expenses, or a separate bank account must be maintained for all WIOA funds to provide for such control.

- The accounting system must provide a means for reporting accrued expenses in a form acceptable to Greenville County.

- Only those costs incurred or payments earned during the period of this contract may be charged to this contract; there must be a proper matching of revenues and expenses.

- An individual who does not have the responsibility for making payments will make bank reconciliation, as appropriate, monthly.

- Obligations may not be incurred without specific written authorization, nor may they be incurred prior to such authorization. Any obligations in excess of the contract budget are the sole responsibility of the Eckerd.

- All obligations must comply with established policies of Greenville County.

- Greenville County and the State of South Carolina reserve the right to inspect the Eckerd's financial management systems and impose additional accounting requirements to insure that the financial management standards are being met.

This contract is a cost reimbursement contract. Advancements will not be granted.

SECTION XXI – RECORDS RETENTION STANDARDS

Eckerd agrees to maintain all records pertinent to the Workforce Innovation and Opportunity Act (WIOA) agreements and contract, including financial, statistical, property, participant records and supporting documentation in accordance with contract provisions, WIOA Instruction Letters, Greenville County WIOA

Memorandums, and other relevant guidelines. Records will be stored in a manner to preclude their loss or damage. All records created as a result of operations under this contractual agreement pertaining to WIOA activities will be maintained separately in storage from any other contract records. Eckerd will be responsible for storage costs. As a part of the contract closeout package, Eckerd will report all record holdings pertaining to this contract to Greenville County using forms provided for that purpose. Eckerd's records will be grouped for storage as follows: Applicant and Participant records, and all other records. Storage files will be adequately marked to facilitate identification and research of all records in storage.

FORMS TO BE MAINTAINED IN APPLICANT AND PARTICIPANT FILES

1. Forms and or documents that relate to the WIOA program (i.e. SCWOS and program relevant forms.)

2. WIOA Orientation Forms.

3. Individualized Service Strategy (ISS).

4. Signed and dated grievance procedures.

5. Counseling notes and documentation.

6. Time and attendance sheets signed in ink by the participant and instructor.

7. Academic assessments, vocational assessments (as appropriate), and pre- and post-tests data/results.

8. Competency obtainment documentation.

9. Subcontract agreements (as appropriate, and with the prior written consent of the Administrative entity).

10. Documentation of funds training allowances (Needs Based Payments) paid to participants.

11. Log sheets signed in ink by participants with check numbers for all WIOA funds paid to participants. (To be signed when checks are issued to participants).

12. Other information deemed necessary by the Administrator.

SECTION XXII – ASSURANCES

Compliance Documents and Assurances are required from Eckerd prior to receiving payments under this agreement. By signing below, Eckerd agrees to adhere to the assurances during Program Year 2022. Additional compliance documents may be requested under a separate cover and should be received by Workforce Development prior to submittal of invoice for payments.

Eckerd hereby makes the following assurances:

1. I am authorized by my Board of Directors, Trustees, other legally qualified officer(s), or as the owner of this organization or business to enter into this contract.
2. We are not currently on any Federal, State of South Carolina, or local Debarment List.
3. We will provide records to show that we are fiscally solvent, if needed.
4. We have, or will have, all of the fiscal control and accounting procedures needed to ensure that WIOA funds will be used as required by law and contract.
5. We have additional funding sources and will not be dependent on WIOA funds alone.
6. **We will meet all applicable Federal, State, and local compliance requirements**. These include, but are not limited to:
   - Records accurately reflect actual performance.
   - Maintaining record confidentiality, as required.
   - Reporting financial, participant, and performance data, as required.
   - Complying with Federal and State non-discrimination provisions.
   - Meeting requirements of Section 504 of the *Rehabilitation Act of 1973*.
   - Meeting all applicable labor laws, including Child Labor Law standards.

   We will not:
   - Place a youth in a position that will displace a current employee.
   - Use WIOA funds to assist, promote, or deter union organizing.
   - Use funds to employ or train of persons in sectarian activities.
   - Use funds for youth in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
   - Use WIOA funds for activities that would interfere with or replace regular academic requirements for eligible youth who are not dropouts.
   - Use WIOA funds to carry out programs funded under *the School-to-Work Opportunities Act of 1994* unless the program(s) are only for youth eligible to participate under WIOA

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - WIOA YOUTH GRANT BUDGET
BUDGET SUMMARY

Organization Name: **Eckerd Connects** **0**

Program Name: **Youth OSY**

Total Number of Participants to be Served:

Description	Proposed Budget Amount		
I. Program			
1. Salaries, Fringe Benefits	$ 267,115.00		
2. Indirect Cost	$ 45,723.00		
3. Operarting Expenses	$ 60,142.00		
4. Participant Activity Costs	$ 97,500.00		
5. Participant Services	$ 20,875.00		
6. Sub-tier (Contracts)	$ -		
7. Other (Specify)			
_____	$ -		
_____	$ -		
Subtotal	$ 491,355.00		
Profit Rate (if applicable)	0%		
Total	$ 491,355.00		

Monthly Expenditure Plan (12)		
Month	**Expenditure**	
Jul-22	$ 39,692.75	
Aug-22	$ 40,985.27	
Sep-22	$ 41,837.56	
Oct-22	$ 43,078.17	
Nov-22	$ 40,477.64	
Dec-22	$ 40,338.33	
Jan-23	$ 40,338.33	
Feb-23	$ 41,702.22	
Mar-23	$ 42,484.49	
Apr-23	$ 39,048.73	
May-23	$ 40,985.27	
Jun-23	$ 40,386.23	
Sub-total	$	491,355.00

Projected Work-Based Learning Expenditures			$ 136,027.24
Staff Salaries	*$*	*68,457.00*	
Staff Fringe	*$*	*16,970.24*	
WEX Wages	*$*	*36,480.00*	
WEX Fringe, Taxes, & Fees	*$*	*9,120.00*	
OJT	*$*	*5,000.00*	
Projected Work-Based Learning Percentage			28%
Projected Participant Expenses Percentage			24%

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - YOUTH PROGRAM GRANT BUDGET
BUDGET DETAIL
OPERATING EXPENSES

Organization Name: Eckerd Connects

Program Name: Youth OSY

OPERATING EXPENSES				PROGRAM	
OBJECT NAME:	**COST PER MONTH**	**NUMBER OF MONTHS**	**TOTAL AMOUNT**	**%**	**AMOUNT**
1. Consumable Supplies	**$ 286.67**	**12**	**$ 3,440.00**	100%	$ 3,440.00
2. Communications	**$ 332.00**	**12**	**$ 3,984.00**	100%	$ 3,984.00
3. Postage	**$ 73.33**	**12**	**$ 880.00**	100%	$ 880.00
4. Staff Travel					
- Local Area (miles) ( )	**$ 170.28**	**12**	**$ 2,043.32**	100%	$ 2,043.32
- Outside Area (# of trips) ( )	**$ 1,016.00**	**2**	**$ 2,032.00**	100%	$ 2,032.00
5. Equipment Rent	$ 160.00	12	$ 1,920.00	100%	$ 1,920.00
6. Equipment Expense / Repair (Specify) _____	$ -	0	$ -	100%	$ -
7. Premises Rent	**$ 2,250.00**	**12**	**$ 27,000.00**	100%	$ 27,000.00
8. Heat, Light, Water, and Janitorial	**$ 304.00**	**12**	**$ 3,648.00**	100%	$ 3,648.00
9. Services / Miscellaneous	$ -	0	$ -	100%	$ -
10. Non-Expendable Equipment	$ -	0	$ -	100%	$ -
11. Other Operating					
- Staff Background Screening	**$ 126.00**	**1**	**$ 126.00**	100%	$ 126.00
- Staff Training/Conferences	**$ 1,220.00**	**2**	**$ 2,440.00**	100%	$ 2,440.00
- Empyra Licenses	**$ 3,702.00**	**1.0**	**$ 3,702.00**	100%	$ 3,702.00
- Liability Insurance	**$ 459.53**	**12**	**$ 5,514.30**	100%	$ 5,514.30
- Printing/Copying	$ 66.67	12	**$ 800.00**	100%	$ 800.00
- Client Verification (work number)	**$ 137.67**	**12**	**$ 1,652.00**	**100%**	**$ 1,652.00**
- Program Outreach/Advertising	**$ 80.00**	**12**	**$ 960.00**	100%	$ 960.00
- Office Furniture	**$ -**	**1**	**$ -**	100%	$ -
- License Fee	**$ -**	**1**	**$ -**	100%	$ -
TOTAL OPERATING EXPENSES			**$ 60,142.00**		**$ 60,142.00**

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT

PART II - YOUTH PROGRAM GRANT BUDGET

BUDGET DETAIL

PARTICIPANT ACTIVITIES COST

Organization Name: **Eckerd Connects**

Program Name: **Youth OSY**

	Cost per participant	Number of Participants	TOTAL PROGRAM COST
I. ASSESSMENT (Specify)			
1.	$ -	0	$ -
2.	$ -	0	$ -
3.	$ -	0	$ -
SUBTOTAL I:			
II. INSTRUCTIONAL TRAINING			
1. Tuition	**$ 1,200.00**	**20**	**$ 24,000.00**
2. Books	$ -	0	$ -
3. Supplies/Materials	**$ 500.00**	**13**	**$ 6,500.00**
4. Expendable Tools/Equipment (ATTACH LISTING OF ITEMS)			$ -
5. Non-Expendable Equipment (ATTACH LISTING OF ITEMS)			$ -
6. Training Space: _____sq. ft. X $_____per sq. ft.	$ -	0	$ -
7. Other Training Expenses (SPECIFY)			$ -
Client Testing Fees	**$ 200.00**	**19**	**$ 3,800.00**
Other Supplies	$ 150.00	4	$ 600.00
Virtual Work Experience	$ 3,000.00	4	$ 12,000.00
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
SUBTOTAL II:	$		46,900.00
III. Work Experience Reimbursement			
8 Participants X $14.25 Avg. Wage X 32 Avg. Hours X 10 Weeks			**$ 36,480.00**
WEX Taxes and Fees = WEX Wages * 25%			**$ 9,120.00**
OJT: 1 participants x $5,000 max reimbursement			**$ 5,000.00**
SUBTOTAL III:	$		50,600.00
TOTAL ACTIVITIES COST (I + II + III)	$		97,500.00

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - YOUTH PROGRAM GRANT BUDGET
BUDGET DETAIL
PARTICIPANT SERVICES

Organization Name: Eckerd Connects

Program Name: Youth OSY

					TOTAL COST
I. TRAINING STIPENDS					
II. SUPPORTIVE SERVICES					
A. TRANSPORTATION					
1. FUEL					
2. MAINTENANCE					
3. TRANSPORTATION ALLOWANCE					$ 10,400.00
4. OTHER (SPECIFY AND ATTACH ITEMIZATION)					
TOTAL TRANSPORTATION					$ 10,400.00
B. CHILD CARE					
# of participants	**x cost per participant per week**	**x # of weeks**			$ -
C. OTHER (SPECIFY)			**Cost per Participant**	**Number of Participants**	
Incentives - Attainment			$ 125.00	71	$ 8,875.00
Participant Emergency Needs			$ 400.00	4	$ 1,600.00
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
					$ 10,475.00
TOTAL PARTICIPANT SERVICES COST (I + II)					**$ 20,875.00**

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - WIOA YOUTH GRANT BUDGET
BUDGET SUMMARY

Organization Name: **Eckerd Connects** **0**

Program Name: **Youth ISY**

Total Number of Participants to be Served:

Description	Proposed Budget Amount		
I. Program			
1. Salaries, Fringe Benefits	$ 66,780.00		
2. Indirect Cost	$ 11,430.00		
3. Operarting Expenses	$ 15,035.00		
4. Participant Activity Costs	$ 36,900.00		
5. Participant Services	$ 5,125.00		
6. Sub-tier (Contracts)	$ -		
7. Other (Specify)			
_____	$ -		
_____	$ -		
Subtotal	$ 135,270.00		
Profit Rate (if applicable)	0%		
Total	$ 135,270.00		

Monthly Expenditure Plan (12)		
Month	**Expenditure**	
Jul-22	$ 10,927.41	
Aug-22	$ 11,283.24	
Sep-22	$ 11,517.88	
Oct-22	$ 11,859.42	
Nov-22	$ 11,143.49	
Dec-22	$ 11,105.14	
Jan-23	$ 11,105.14	
Feb-23	$ 11,480.62	
Mar-23	$ 11,695.98	
Apr-23	$ 10,750.11	
May-23	$ 11,283.24	
Jun-23	$ 11,118.33	
Sub-total	$	135,270.00

Projected Work-Based Learning Expenditures			$ 43,456.25
Staff Salaries	*$*	*17,113.75*	
Staff Fringe	*$*	*4,242.50*	
WEX Wages	*$*	*13,680.00*	
WEX Fringe, Taxes, & Fees	*$*	*3,420.00*	
OJT	*$*	*5,000.00*	
Projected Work-Based Learning Percentage			32%
Projected Participant Expenses Percentage			31%

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - YOUTH PROGRAM GRANT BUDGET
BUDGET DETAIL
OPERATING EXPENSES

Organization Name: Eckerd Connects

Program Name: Youth ISY

OPERATING EXPENSES				PROGRAM	
OBJECT NAME:	**COST PER MONTH**	**NUMBER OF MONTHS**	**TOTAL AMOUNT**	**%**	**AMOUNT**
1. Consumable Supplies	**$ 71.67**	**12**	**$ 860.00**	100%	$ 860.00
2. Communications	**$ 83.00**	**12**	**$ 996.00**	100%	$ 996.00
3. Postage	**$ 18.33**	**12**	**$ 220.00**	100%	$ 220.00
4. Staff Travel					
- Local Area (miles) ( )	**$ 42.57**	**12**	**$ 510.83**	100%	$ 510.83
- Outside Area (# of trips) ( )	**$ 254.00**	**2**	**$ 508.00**	100%	$ 508.00
5. Equipment Rent	$ 40.00	12	$ 480.00	100%	$ 480.00
6. Equipment Expense / Repair (Specify) _____	$ -	0	$ -	100%	$ -
7. Premises Rent	**$ 562.50**	**12**	**$ 6,750.00**	100%	$ 6,750.00
8. Heat, Light, Water, and Janitorial	**$ 76.00**	**12**	**$ 912.00**	100%	$ 912.00
9. Services / Miscellaneous	$ -	0	$ -	100%	$ -
10. Non-Expendable Equipment	$ -	0	$ -	100%	$ -
11. Other Operating					$ -
- Staff Background Screening	**$ 31.50**	**1**	**$ 31.50**	100%	$ 31.50
- Staff Training/Conferences	**$ 305.00**	**2**	**$ 610.00**	100%	$ 610.00
- Empyra Licenses	**$ 925.50**	**1.0**	**$ 925.50**	100%	$ 925.50
- Liability Insurance	**$ 114.88**	**12**	**$ 1,378.58**	100%	$ 1,378.58
- Printing/Copying	**$ 16.67**	**12**	**$ 200.00**	100%	$ 200.00
- Client Verification (work number)	**$ 34.42**	**12**	**$ 413.00**	**100%**	**$ 413.00**
- Program Outreach/Advertising	**$ 20.00**	**12**	**$ 240.00**	100%	$ 240.00
-Office Furniture		**1**	**$ -**	100%	$ -
- License Fee		**1**	**$ -**	100%	$ -
TOTAL OPERATING EXPENSES			**$ 15,035.00**		**$ 15,035.00**

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT

PART II - YOUTH PROGRAM GRANT BUDGET

BUDGET DETAIL

PARTICIPANT ACTIVITIES COST

Organization Name: **Eckerd Connects**

Program Name: **Youth ISY**

	Cost per participant	Number of Participants	TOTAL PROGRAM COST
I. ASSESSMENT (Specify)			
1.	$ -	0	$ -
2.	$ -	0	$ -
3.	$ -	0	$ -
SUBTOTAL I:			
II. INSTRUCTIONAL TRAINING			
1. Tuition	**$ 1,200.00**	**5**	**$ 6,000.00**
2. Books	$ -	0	$ -
3. Supplies/Materials	**$ 500.00**	**3**	**$ 1,500.00**
4. Expendable Tools/Equipment (ATTACH LISTING OF ITEMS)			$ -
5. Non-Expendable Equipment (ATTACH LISTING OF ITEMS)			$ -
6. Training Space: _____sq. ft. X $_____per sq. ft.	$ -	0	$ -
7. Other Training Expenses (SPECIFY)			$ -
Client Testing Fees	**$ 200.00**	**5**	**$ 1,000.00**
Other Supplies	$ 150.00	2	$ 300.00
Virtual Work Experience	$ 3,000.00	2	$ 6,000.00
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
SUBTOTAL II:	$		14,800.00
III. Work Experience Reimbursement			
3 Participants X $14.25 Avg. Wage X 32 Avg. Hours X 10 Weeks			$ 13,680.00
WEX Taxes and Fees = WEX Wages * 25%			$ 3,420.00
OJT: **1 participants x $5,000 max reimbursement**			$ 5,000.00
SUBTOTAL III:	$		22,100.00
TOTAL ACTIVITIES COST (I + II + III)	$		36,900.00

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - YOUTH PROGRAM GRANT BUDGET
BUDGET DETAIL
PARTICIPANT SERVICES

Organization Name: Eckerd Connects

Program Name: Youth ISY

					TOTAL COST
I. TRAINING STIPENDS					
II. SUPPORTIVE SERVICES					
A. TRANSPORTATION					
1. FUEL					
2. MAINTENANCE					
3. TRANSPORTATION ALLOWANCE					$ 2,600.00
4. OTHER (SPECIFY AND ATTACH ITEMIZATION)					
TOTAL TRANSPORTATION					$ 2,600.00
B. CHILD CARE					
# of participants	**x cost per participant per week**	**x # of weeks**			$ -
C. OTHER (SPECIFY)			**Cost per Participant**	**Number of Participants**	
Incentives			$ 125.00	17	$ 2,125.00
Participant Emergency Needs			$ 400.00	1	$ 400.00
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
			$ -	0	$ -
					$ 2,525.00
TOTAL PARTICIPANT SERVICES COST (I + II)					**$ 5,125.00**

PART III
TERMS AND CONDITIONS

3.0 LEGAL AUTHORITY

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

3.1 AWARDING ENTITY

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

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

3.2 FINANCIAL SYSTEM AND REPORTING

3.2.1 The Grantee is responsible for developing and implementing procedures and standards for reporting financial, programmatic, and customer information in the required timeframes and using the systems and formats specified by DEW.

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

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

3.2.4 Payment by DEW of Indirect Costs incurred requires the Grantee to submit its approved Indirect Cost Rate or Acceptance of Certification of Indirect Costs from its cognizant

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

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

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

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

3.3 RECORDKEEPING

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

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

3.3.3 The Grantee assures it will comply with Federal and State laws and guidelines for the handling and protection of Personally Identifiable Information, including but not limited to 2 CFR Part 200.79 and US Department of Labor Training and Employment Guidance

Letter 39-11, *Guidance on the Handling and Protection of Personally Identifiable Information (PII)*, located at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

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

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

3.4 PROCUREMENT

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

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

3.5 ADDITIONAL CONDITIONS AND ENFORCEMENT

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

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

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

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

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

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

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

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

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

1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of DEW.
2. The Executive Director will issue a written decision within 30 days.
3. If dissatisfied with the decision, a written appeal may be made to the State Workforce Development Board (SWDB) within 14 days of receipt of decision.
4. The Chair will designate the Executive Committee or an Ad Hoc Committee of at least five SWDB members to hear the appeal.
5. The SWDB will hear the appeal and render a decision within 60 days.

6. The Grantee will be notified in writing of the SWDB's decision within 20 days.

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

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

3.6 CHANGES AND AMENDMENTS

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

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

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

3.7 ASSURANCES

3.7.1 As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it will comply fully with the following nondiscrimination provisions, equal opportunity provisions, Public Laws and Executive Orders, including but not limited to:

A. *WIOA Section 188 (29 CFR, Part 38),* which provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief, and, for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in a WIOA Title I-financially assisted program or activity;

B. *Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972,* which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or

activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;

C. *Title VII of the Civil Rights Act,* as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;

D. *Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)*, as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;

E. *The Age Discrimination Act of 1975 (42 U.S.C. §6101)*, as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;

F. *The Americans with Disabilities Act of 1990 (42 U.S.C. §12101)*, as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;

G. *Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688)*, as amended, which prohibits discrimination on the basis of sex in educational programs;

H. *Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program*, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;

I. *Title II of the Genetic Information Nondiscrimination Act of 2008* which prohibits discrimination in employment on the basis of genetic information;

J. *Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations* (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;

K. *Section 508 of the Rehabilitation Act (29 U.S.C. §794d),* which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;

L. *Jobs for Veterans Act (38 U.S.C. §4215)*, which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor

Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;

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

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

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

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

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

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

R. *Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997)*, which provides that recipients of Federal funds are encouraged to adopt and enforce

on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;

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

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

U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;

V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;

W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and

X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3). The notice must

contain specific wording regarding the prohibited bases and the process for filing a complaint, as required by 29 CFR §38.30.

3.8 CERTIFICATIONS

3.8.1 Lobbying (2 CFR §200.450)

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

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

3.8.2 Debarment, Suspension, and Other Responsibility Matters

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

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

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

Memorandum of Agreement
Between
Greenville County Schools
And
Greenville County Workforce Development Board

This Memorandum of Agreement (MOA) entails the description of a service delivery partnership between Greenville County Schools (GCS) Alternative School Program and the Greenville County Workforce Development Board's (GCWDB) Workforce Innovation and Opportunity Act (WIOA) Youth Program and formalizes the responsibilities of each party in furtherance of this collaboration. This Agreement and the collaboration detailed herein is designed to create a GCS – GCWDB partnership for the purpose of providing work-based learning, career exploration/awareness, adult mentoring, supportive services, youth incentives, and other age-appropriate activities and services to GCS students attending an Alternative School Program, including Satellite Diploma youth.

This Agreement supersedes and is binding over any other agreement, whether formal or informal, with regard to the subject matter of this Agreement.

Greenville County Schools - Satellite Diploma Program
Greenville County School's Satellite Diploma Program (GCS-SDP), housed at the district's four career centers, serves students who are 17 or older, struggle in a traditional high school setting, and have few credits toward graduation. Using a virtual school-based platform, the program provides students an opportunity to work at a self-paced level on academic units while receiving assistance from subject area teachers who are available to assist students. Each GCS-SDP site is managed by a facilitator that serves as administrator and mentor to program participants by promoting their success and achievement. The program allows for the flexibility of several factors that limit these students from being successful in traditional schools. Flexibility is granted within the following parameters:

Schedule: Students have the ability to schedule days to attend which allows flexibility in dealing with conflicts of a home or work nature. Students can choose to attend during morning sessions, afternoon sessions or a combination of both. Students can also choose 5 days per week or any combination thereof.

Self-Pacing: Students gain actual high school credits using a revolutionary and self-paced virtual learning system. Students work at a pace that is geared for them while also having the ability to work during off hours on assignments at home and during the weekends.

Career Studies: Participants of the GCS-SDP and other students in Greenville County Schools have the opportunity to participate in Career Center instructional classes such as Welding, Culinary Arts, Law Enforcement and Cosmetology that could lead to industry-wide certifications.

Workforce Innovation and Opportunity Act of 2014 (WIOA)

The Workforce Innovation and Opportunity Act (WIOA) is designed to help jobseekers access employment, education, training and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA is a federal program administered in South Carolina through the Department of Employment and Workforce and the 12 Local Workforce Development Areas throughout the state. The Greenville County Workforce Development Board (GCWDB) is comprised of local business owners, government officials, education/training representatives, and others and appointed by the Chief Elected Official (CEO) for Greenville County. The GCWDB, in conjunction with the CEO, provides oversight planning guidance for all WIOA-funded programs in Greenville County. WIOA programs help businesses meet their needs for skilled workers and provide individuals with access to training that helps them prepare for work. WIOA Title I consists of the Adult, Dislocated Worker and Youth funding streams.

The WIOA program provides core services consisting of information and resource tools to assist job seekers in achieving their employment goals. WIOA also provides intensive and training services provided to individuals who are in need of staff assistance and specialized assessments, case management, short-term training, and other appropriate program services.

WIOA also outlines a broader youth vision that supports an integrated service delivery system and gives a framework through which states and local areas can leverage other Federal, State, Local, and philanthropic resources to support in-school and out-of-school youth. WIOA affirms the Department's commitment to providing high quality services for youth and young adults beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, and culminating with a good job along a career pathway or enrollment in post-secondary education.

The GCWDB's WIOA Youth Program desires to establish a service delivery partnership with GCS Alternative Schools Programs and will target for recruitment into the program youth who appear to meet WIOA Youth program eligibility, are between the ages of 17 – 21, and are in need of any combination of the following WIOA Youth Program Elements:

1. Tutoring, study skills training, instruction, and dropout prevention and recovery strategies; (**mandatory**)
2. Alternative secondary school services, or dropout recovery services, as appropriate;
3. Paid and unpaid work experiences; **(mandatory)**
4. Occupational Skills Training and alignment of credentials with in-demand industry sectors;
5. Comprehensive guidance and counseling, including referrals to alcohol and drug abuse counseling;
6. Leadership development opportunities, which may include community service projects, peer-centered activities encouraging responsibility and other positive social/civic behaviors;

7. Supportive services, which may include linkages to community services, assistance with transportation; child care, etc.;
8. Adult mentoring for the period of participation and a subsequent period, for a total of 12 months;
9. Follow-up services for 12 months after the completion of participation, as appropriate; (**mandatory**)
10. Financial Literacy Education; **(mandatory)**
11. Entrepreneurial Skills Training;
12. Services that provide labor market information (LMI) and employment information about in-demand industry sectors or occupations available in the local area; **(mandatory)**
13. Activities that help youth prepare for and transition to postsecondary education, and advanced training, or employment; **(mandatory)**
14. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

The GCWDB has determined that certain WIOA Youth Elements are essential to operating a successful in-school program. While all fourteen (14) WIOA Youth Elements will be made available to all youth participants, the ones indicated above as **mandatory** will be required for the in-school youth program.

1.0 MUTUAL BENEFIT

GCWDB and GCS both have joint missions to provide experiences, in cooperation with the home and community, which prepare students for lifelong learning and being a productive participant in society.

GCWDB Benefit

As a participant in this joint collaboration, GCWDB will:

- benefit in aiding in the attainment of high school credits for program participants;
- provide support to increase literacy and numeracy gains in enrolled students;
- have the ability to fulfill the mission of the Workforce Innovation and Opportunity Act of 2014 by assisting low income youth who have educational and/or employment barriers.

GCS Benefit

As a participant in this joint collaboration, Greenville County Schools will allow program recipients to receive programmatic assistance in not only the educational focus of the curriculum but assistance in developing a workforce focus as well. GCS students will:

- be provided an incentive for successful completion of and graduation from the GCS-SDP program;
- receive career guidance and counseling, local labor market information, and referrals to higher education programs and/or employment opportunities;

- be afforded shadowing, internship and training opportunities;
- gain career readiness skills;
- increase their knowledge of workplace settings and advanced information on services designed for locally-identified critical workforce areas and manufacturing specific needs;
- establish a work history and connection with employers that can aid in future job searches;
- receive the benefits of multiple youth committees with varying youth concentrations: transitional employment, college readiness, workplace readiness, and Science, Technology, Engineering, and Mathematics (STEM) principles.

2.0 INTENT OF PARTICIPANTS

It is the intent of the participants to collaborate to make educational attainment assistance services available such as the completion of the credits necessary to receive a high school diploma. It is also the intent of the participants to collaborate to make employment assistance available to students. Such offerings available will include job placement assistance, career counseling, skills/aptitude/ability assessments, résumé creation and interview preparation.

Participating students will be assigned a designated WIOA Case Manager. Participant students will be entered into the South Carolina Workforce Online System (SCWOS). SCWOS is a real-time, on-line system for WIOA intake, case management, tracking of services, follow-up activities, job postings, and employers' information and reporting.

Opportunities for paid and unpaid work experiences, leadership and occupational skills training, guidance, counseling and support services will be afforded to each enrollee. Each participant will also receive instruction in employability, networking and work maturity, skills evaluation, computer and typing competency, effective résumé creation and interview preparation.

Students will also be eligible to receive advanced training in work readiness classes as well as opportunities to earn nationally-recognized certifications.

3.0 MANAGEMENT OF THE PROGRAM

Parties will collaborate to establish effective procedures regarding student referral and participation in this initiative.

Designees from the GCWDB's WIOA Youth Service Provider will assist referred students with registering in the WIOA program.

Registration of WIOA-eligible students will be required and is the process of collecting certain information (i.e. documents verifying eligibility to work in the U.S.). The GCWDB's WIOA Youth Service Provider will be responsible for maintaining any necessary documents for registering students into the WIOA program.

The GCWDB's WIOA Youth Service Provider will track a student's progress in the program and provide a report to the U. S. Department of Labor and Greenville County Schools.

Greenville County Schools will track the students' progress in the program; detailing TABE testing, WIN testing, and the attainment of a high school diploma and provide relevant reporting to the GCWDB. Greenville County Schools will not be responsible for the supervision of a WIOA activity or will not be held liable for any accidents/incidents arising from a student's participation and/or employment in the WIOA program.

Both Greenville County Schools and the GCWDB will track all students to determine if the assistance afforded to them is enabling them to achieve employment or adequately preparing them for employment.

The Parties shall protect student confidentiality and adhere to all applicable laws, including the Family Educational Rights and Privacy Act (FERPA). If deemed necessary for compliance for FERPA, the GCWDB agrees to execute a separate agreement with Greenville County Schools pertaining to the sharing and retention of personally identifiable student information.

The Parties agree and recognize that they act as an independent contractor to each other, and that this Agreement shall not establish a relationship of an employer/employee, joint venture, partnership, agent/principal, or otherwise.

The parties shall maintain, at its own cost, general liability insurance and professional liability insurance during the term of this Agreement in an amount of $1,000,000.00 per occurrence/$3,000,000.00 aggregate per year.

4.0 POINT OF CONTACT

Each participant agrees to provide a point of contact who will serve as the responsible person to ensure the activities outlined in the MOA are accomplished as agreed. For Greenville County Schools, the contact person is Director of Alternative Programs (Dr. Kathie Greer). For GCWDB, the contact person is the Greenville County Workforce Development Board Director (Dean E. Jones).

5.0 GOOD FAITH AND COOPERATION

The participants agree to continue in good faith and use their best reasonable efforts to negotiate, execute and deliver services contained in this Agreement. The Parties, however, each reserve the right to terminate in its discretion the continued participation in this Agreement by notifying the other party in writing at least 30 days before the termination of this MOA.

6.0 CONFIDENTIALITY

The participants agree that no press release or other general public announcement including any trade journal or other publications of services to students shall be made without the prior written consent of each of the parties hereto, except to the extent that disclosure may be required by law, in which case the party required to make such disclosure will give the other party prior written notice.

7.0 BINDING NATURE OF THIS AGREEMENT

This Agreement is intended to be a binding agreement. This Agreement shall be governed by the laws of the State of South Carolina.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Authorized Signatures

Printed Name Greenville County Schools (GCS) Representative:

Dr. Mason Gary, Assistant Superintendent

_____ _____

Signature of GCS Representative Date

Printed Name Greenville County Workforce Development Board (GCWDB) Representative:

Dean E. Jones, Workforce Development Board Executive Director

_____ _____

Signature of GCWDB Representative Date

Greenville County Workforce Development
PY 2022 Workforce Innovation and Opportunity Act (WIOA) Program

FINANCE MANAGER STATEMENT OF WORK

A. INTRODUCTION

The Finance Manager will perform a variety of administrative/accounting activities and functions. It is the responsibility of the Finance Manager to use sound judgment in applying principles and practices of accounting, exercise judgment in applying established policies and procedures, develop and implement procedures and prepare reports, and record and process financial and related data.

WIOA Finance Manager, along with all Greenville County WIOA employees, is a grant funded position. Employment is maintained in accordance to the reauthorization of the WIOA Program as well as continued funding of the program.

B. FINANCE MANAGER JOB RESPONSIBILITIES

The Finance Manager's primary job duties are enumerated below. However, the list is not all-inclusive and does not avoid other County of Greenville employee responsibilities. All employee performance evaluations will be based in part upon the Finance Manager's ability to perform the following duties:

Accounts Payable
Receive, review and process invoices accordingly; maintain general ledgers

Financial Reporting
Report accurate, current and complete disclosure of the financial results of WIOA grant activities in accordance with SC Department of Employment and Workforce (SC DEW) grant reporting requirements

Reconciliation of Procurement Cards
Receive monthly procurement card statements and reconcile purchases made by WIOA staff

Procurement
Determine if goods and/or services are covered by procurement and prepare and submit properly completed electronic requisitions with necessary specifications of materials/services well in advance of time when goods and/or services are required

Grants/Accounts Management
Receive Notice of Funds Authorizations (NFA) and Grant Awards from SC DEW for WIOA grants; assist WIOA Director with budget set up of allocations; work closely with the County of Greenville Finance Department to manage WIOA accounts

Monthly Financial Status Reports
Prepare and maintain the Monthly Financial Status Reports for the WIOA Director and Workforce Development Board

Payroll
Maintain Payroll Master; ensure that WIOA staff accurately enters time into online County of Greenville Payroll System

SC DEW Financial Monitoring
Prepare for and handle annual financial monitoring conducted by SC DEW

County of Greenville Financial Audit
Prepare for and assist with County of Greenville annual financial audit conducted by an external auditor

Monitoring
Annual WIOA financial monitoring of subtier contractors; sends notification of findings/observations

Staff Performance Evaluations
Set up all performance evaluations for WIOA staff in the County of Greenville system; complete paperwork and send to County of Greenville Human Resources Department

Human Resources
Complete Human Resources forms for WIOA staff when applicable and send to Human Resources Department

Supplies
Order office supplies as needed

Staff Travel Coordinator
Set up travel arrangements for staff to include conference registrations, air travel reservations, hotel reservations, car rentals, etc; prepare staff travel checks and reconciliation

Family Medical Leave Act (FMLA) Coordinator
Prepare paperwork for staff that are FMLA eligible when applicable and send to County of Greenville Human Resources Department

GCWDB Support
Provide support to the Greenville County Workforce Development Board

Provide Support to WIOA Director and WIOA Assistant Director
As needed

GREENVILLE COUNTY WORKFORCE DEVELOPMENT NON-DISCRIMINATION POLICY

Since Greenville County Workforce Development receives federal money, it will not discriminate against any person in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief. Additionally, Greenville County Workforce Development will not discriminate against any beneficiary of programs receiving money under Title I of the WIOA on the basis of citizenship/status as a lawfully admitted immigrant authorized to work in the United States or his or her participation in any program or activity receiving money from WIOA Title I.

Greenville County Workforce Development will not discriminate in any of the following areas: deciding who will be admitted, or have access to any WIOA Title I financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

Conflict of Interest

It is the policy of the Workforce Development department that employees are expected to avoid any actual or apparent conflict between their own personal interests and the interests of our department. A conflict of interest can arise when an employee takes actions or has personal interests that may interfere with his or her objective and effective performance of work for the department. For example, employees are expected to avoid actual or apparent conflict in dealings with customers (job seekers, businesses). Employees are expected to refrain from taking for themselves opportunities discovered through their use of department assets or through their positions with the department. Employees are expected to avoid entering into any transaction/agreement/commitment in exchange for material gains and/or for information learned through their positions with the department. Employees are expected to refrain from competing with the department.

ACKNOWLEDGEMENT

By signing below, I acknowledge receipt of this Statement of Work (SOW), which will be used to assist in evaluating my work performance and compliance with the Workforce Innovation and Opportunity Act (WIOA) rules, policies, and procedures. I further understand that this SOW shall remain in effect until changed in writing by the WIOA Director or WIOA Assistant Director.

Name (Printed) Angela P. Smith

Signature: Angela P. Smith

Date: October 31, 2022

Greenville County Workforce Development
WIOA SCWOS COORDINATOR AND EQUAL OPPORTUNITY OFFICER
PY 2022 STATEMENT OF WORK

INTRODUCTION

The Workforce Innovation and Opportunity Act (WIOA) South Carolina Works Online Services (SCWOS) Coordinator and Equal Opportunity (EO) Officer, as a WIOA Program Coordinator, will monitor compliance of the (WIOA) program for eligible Adults, Dislocated Workers, and Youth registered through the local SC Works system. It is the responsibility of the WIOA Program Coordinator to read and become familiar with the Act, Regulations, Federal, State, and local instruction letters, local WIOA 5-year Strategic Plan, and applicable circulars, memos, etc. and to attend necessary training.

WIOA Program Coordinators, along with all Greenville County WIOA employees, are grant funded positions. Employment is maintained in accordance to the reauthorization of the WIOA Program as well as continued funding of the program.

SCWOS COORDINATOR

- Maintain local data in SCWOS system, i.e. manage local providers; group assignments; WIOA staff account requests; process the various types of data change requests, etc.
- Compile/run reports for Work Development Board, WIOA Administrator, WIOA Assistant Administrator, and staff from SCWOS system
- Provide technical assistance and assist with training staff and contractors
- Serve as liaison between local staff and State Coordinator

WIOA PROGRAMMATIC COMPLIANCE MONITOR

- Conduct onsite and/or desktop file reviews and submit reports of findings and/or observations
- Provide technical assistance to staff and contractors
- Review and distribute program performance reports
- Track program performance

EQUAL OPPORTUNITY (EO) OFFICER

- Handles written customer grievances
- Provide staff assistance with Limited English Proficiency (LEP) and Americans with Disabilities Act (ADA) compliance
- Serve as liaison between local staff and State EO Officer

ETPL COORDINATOR

- Manage the Greenville Eligible Training Provider List

Other duties as assigned or identified.

GREENVILLE COUNTY WORKFORCE DEVELOPMENT NON-DISCRIMINATION POLICY

Since Greenville County Workforce Development receives federal money, it will not discriminate against any person in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief. Additionally, Greenville County Workforce Development will not discriminate against any beneficiary of programs receiving money under Title I of the WIOA on the basis of citizenship/status as a lawfully admitted immigrant authorized to work in the United States or his or her participation in any program or activity receiving money from WIOA Title I.

Greenville County Workforce Development will not discriminate in any of the following areas: deciding who will be admitted, or have access to any WIOA Title I financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

Conflict of Interest

It is the policy of the Workforce Development department that employees are expected to avoid any actual or apparent conflict between their own personal interests and the interests of our department. A conflict of interest can arise when an employee takes actions or has personal interests that may interfere with his or her objective and effective performance of work for the department. For example, employees are expected to avoid actual or apparent conflict in dealings with customers (job seekers, businesses). Employees are expected to refrain from taking for themselves opportunities discovered through their use of department assets or through their positions with the department. Employees are expected to avoid entering into any transaction/agreement/commitment in exchange for material gains and/or for information learned through their positions with the department. Employees are expected to refrain from competing with the department.

ACKNOWLEDGEMENT

By signing below, I acknowledge receipt of this Statement of Work (SOW), which will be used to assist in evaluating my work performance and compliance with the Workforce Innovation and Opportunity Act (WIOA) rules, policies, and procedures. I further understand that this SOW shall remain in effect until changed in writing.

Name (Printed) Shelia Harper

Signature: 

Date: 10/27/2022

Greenville County Workforce Development
WIOA ASSISTANT DIRECTOR
PY 2022 STATEMENT OF WORK

A. INTRODUCTION

The WIOA Assistant Director will be responsible for assisting WIOA oversight in compliance with the Workforce Innovation and Opportunity Act (WIOA). It is the responsibility of the WIOA Assistant Director to read and become familiar with the Act, Regulations, Federal, State, and local instruction letters, local WIOA 5-year Strategic Plan, and applicable circulars, memos, etc. and to attend necessary training.

The WIOA Assistant Director, along with all Greenville County WIOA employees, is a grant funded position. Employment is maintained in accordance to the reauthorization of the WIOA Program as well as continued funding of the program.

B. WIOA ASSISTANT DIRECTOR RESPONSIBILITIES

The primary role of the Assistant Director is to assist the Workforce Development Director with any combination of the following tasks:

- Oversight and management of the WIOA program, which includes over 9 grants and an annual budget exceeding $2 million.
- Recruitment of new employees
- Program operations, including developing grants/contracts/Statements of Work, negotiating final budgets, providing information to the public. Analyzing and preparing grant modifications.
- Addresses and advises groups such as employers, governmental jurisdictions, or civic organizations on workforce development programs.
- Engaging economic development agencies in order to promote employment opportunities.
- Facility operations
- Staff support to the Greenville County Workforce Development Board and its standing committees.

Other duties as assigned or identified.

GREENVILLE COUNTY WORKFORCE DEVELOPMENT NON-DISCRIMINATION POLICY

Since Greenville County Workforce Development receives federal money, it will not discriminate against any person in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief. Additionally, Greenville County Workforce Development will not discriminate against any beneficiary of programs receiving money under Title I of the WIOA on the basis of citizenship/status as a lawfully admitted immigrant authorized to work in the United States or his or her participation in any program or activity receiving money from WIOA Title I.

Greenville County Workforce Development will not discriminate in any of the following areas: deciding who will be admitted, or have access to any WIOA Title I financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

CONFLICT OF INTEREST

It is the policy of the Workforce Development department that employees are expected to avoid any actual or apparent conflict between their own personal interests and the interests of our department. A conflict of interest can arise when an employee takes actions or has personal interests that may interfere with his or her objective and effective performance of work for the department. For example, employees are expected to avoid actual or apparent conflict in dealings with customers (job seekers, businesses). Employees are expected to refrain from taking for themselves opportunities discovered through their use of department assets or through their positions with the department. Employees are expected to avoid entering into any transaction/agreement/commitment in exchange for material gains and/or for information learned through their positions with the department. Employees are expected to refrain from competing with the department.

ACKNOWLEDGEMENT

By signing below, I acknowledge receipt of this Statement of Work (SOW), which will be used to assist in evaluating my work performance and compliance with the Workforce Innovation and Opportunity Act (WIOA) rules, policies, and procedures. I further understand that this SOW shall remain in effect until changed in writing.

Name (Printed) Eva Anagnostis

Signature: _____

Date: 11/10/22

Greenville County, South Carolina

Classification Specification

WORKFORCE DEVELOPMENT ADMINISTRATOR

FLSA Status: Exempt
Pay Grade: 16

Purpose of Classification:

The purpose of this classification is to direct operations, programs, services, and staff within the Workforce Development Department in compliance with the Greenville County Workforce Development Board (GCWDB), as well as applicable state and federal, objectives, rules, and regulations.

Distinguishing Characteristics:

This is a single level classification.

Examples of Typical Work Performed by Classification:

The following duties are typical for jobs assigned to this classification. In the case of classifications in multiple divisions and/or departments, a representative sample of typical duties is provided. Other duties may be required and assigned.

Supervises regular and temporary staff: plans, coordinates, assigns and reviews work of individuals and the team; evaluates training needs and provides instruction; schedules staff vacations and approves sick leave; recommends discipline, disciplinary actions, discharge and salary increases; approves timesheets; interviews candidates; conducts employee performance evaluations; and establishes and promotes employee morale.

Organizes, prioritizes and assigns work: creates and distributes employee work schedules ensuring adequate coverage and control; ensures subordinates have the proper resources needed to complete assigned work; monitors status of work in progress and inspects completed work; consults with assigned staff to assist with complex or problem situations and provide technical expertise; trains and instructs employees regarding operational procedures and proper use of equipment; assists with revising procedure manuals as appropriate; and provides progress and activity reports to GCWDB and County administrators and officials.

Develops, defends, and implements department budget: makes recommendations regarding budget requests; administers contracts, budget and other obligations for department; ensures accuracy of financial reporting and monitoring systems; monitors expenditures to ensure compliance with approved budget; , prepares contract/budget modifications for GCWDB and County approval; ensures that Workforce Innovation and Opportunity Act (WIOA) and other grants are eligible for reimbursement back into the County revenues; and maintains related documentation.

Oversees Workforce Development activities: develops short- and long-range program goals and objectives; interprets and complies with federal and state regulations for WIOA programs; creates, develops and improves program strategies to enhance program delivery; oversees operation of the SC Works Greenville Career System; collaborates with other agency partners and institutions; and prepares, approves, directs, and monitors subcontracts for training and employment services with public, private and non-profit employers and educational institutions throughout the service area.

Provides daily administrative oversight of WIOA programs: ensures that the services provided and funds expended are in compliance with applicable laws and regulations; initiates, negotiates, and executes agreements and service provider contracts; makes decisions regarding the operation of programs and systems consistent with GCWDB strategic and local WIOA plans; manages service provider contracts and service delivery partnerships that promote labor exchange services, educational and career training; and performs other duties at request of the GCWDB and/or County Officials.

Establishes and implements program policies, procedures, and standards consistent with WIOA performance measures: develops measurement tools to evaluate program impacts and effectiveness; reviews and approves program performance measures; makes recommendations for improvement; implements corrective action plans for continuous improvement purposes; and completes reports requested by GCWDB, and/or County Officials.

Performs required WIOA duties on behalf the GCWDB in compliance with applicable federal, state, and local laws, regulations, and policy guidelines: negotiates agreements with chief elected official and fiscal agent; negotiates WIOA performance goals with the State; serves as the GCWDB intermediary to facilitate strategic and service delivery partnerships; and performs all other administrative duties required of the GCWDB and/or GCWDB Chair.

Maintains current, comprehensive knowledge and awareness of applicable laws, regulations, principles and practices relating to Workforce Development: maintains an awareness of new trends and advances in the profession; serves on related committees and commissions; and plans, coordinates, conducts, and/or attends local and out-of-town conferences, workshops, training sessions, and meetings as needed.

Conducts research of laws, regulations, and policy guidelines on a regular basis: analyzes and prepares reports, graphs, charts, presentations, policy directives, strategic plans, operational plans, monitoring reports, corrective action plans, contracts and statements of work, Memoranda of Understanding and/or Memoranda of Agreement, and other items; provides administrative oversight of all reports produced by the WIOA program; forwards or retains documents as appropriate; compiles data for further processing or for use in preparation of department reports; and maintains computerized and/or hardcopy records.

Communicates with stakeholders, staff, partner agencies, federal/state/local government officials, clients, third party service contractors, and other individuals as needed to advise, recommend strategies, coordinate work activities, review status of work, exchange information, or resolve problems; and responds to emails, phone calls, and visitor requests on a daily basis

Additional Functions:

Performs other related duties as required.

Minimum Qualifications:

Bachelor's Degree in Business, Social Services or a related field required; supplemented by five years of experience in case management or job placement services or closely related field; including lead or supervisory experience; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

Special License(s) or Certification(s) Required: Must possess and maintain a valid South Carolina driver's license.

Performance Aptitudes:

Data Utilization: Requires the ability to coordinate, manage, and/or correlate data. Includes exercising judgment in determining time, place and/or sequence of operations, referencing data analyses to determine necessity for revision of organizational components, and in the formulation of operational strategy.

Human Interaction: Requires the ability to function in a director capacity for a major organizational unit requiring significant internal and external interaction.

Equipment, Machinery, Tools and Materials Utilization: Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude: Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information.

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication, and division; the ability to calculate decimals and percentages; the ability to utilize principles of fractions; and the ability to interpret graphs.

Functional Reasoning: Requires the ability to apply principles of logical or synthesis functions; to deal with several concrete and abstract variables; and to analyze major problems that require complex planning for interrelated activities that can span one or several work units.

Situational Reasoning: Requires the ability to exercise judgment, decisiveness and creativity in situations involving broader aspects of organizational programs and operations, moderately unstable situations, or the direction, control and planning of an entire program or set of programs.

ADA Compliance:

Physical Ability: Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or work station.

Sensory Requirements: Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions.

Greenville County is an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

DISCLAIMER: This classification specification is not an employment agreement or contract. Management has the exclusive right to alter the specification at any time without notice.

Classification History: Classification created by Greenville County Human Resources Department, December 2019.

COUNTY OF GREENVILLE
WIOA OUT-OF-SCHOOL YOUTH PROGRAMS
RFP# 54-03/28/17



Greenville County

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT SERVICES DIVISION
GREENVILLE COUNTY SQUARE
301 UNIVERSITY RIDGE, SUITE 100
GREENVILLE, SOUTH CAROLINA 29601
www.greenvillecounty.org
Phone: 864-467-7200

Greenville County

GREENVILLE COUNTY COUNCIL
PROCUREMENT SERVICES DIVISION
GREENVILLE COUNTY SQUARE
301 UNIVERSITY RIDGE, SUITE 100
GREENVILLE, SOUTH CAROLINA 29601-3660

Date: 03/03/17

THE COUNTY OF GREENVILLE IS SEEKING PROPOSALS FROM INDIVIDUALS OR BUSINESSES TO PROVIDE COMPREHENSIVE SERVICES FOR THE WIOA OUT-OF-SCHOOL YOUTH, subject to the conditions and all provisions set forth herein and attached. The responses will be **RECEIVED AT THIS OFFICE UNTIL 3:00 P.M., E.D.T., TUESDAY, MARCH 28, 2017,** then publicly opened. The service must be furnished as described and specified herein and delivered to the Greenville County.

SHOW THIS NUMBER ON ENVELOPE
Request for Proposals No.
#54-03/28/17

PROCUREMENT SERVICES DIVISION
By Kadine Gaskin
DIRECTOR

THE COUNTY OF GREENVILLE IS SEEKING PROPOSALS FROM INDIVIDUALS OR BUSINESSES TO PROVIDE COMPREHENSIVE SERVICES FOR THE WIOA OUT-OF-SCHOOL YOUTH AS PER SPECIFICATIONS CONTAINED IN THIS REQUEST FOR PROPOSALS (RFP) DOCUMENT.

A **PRE-PROPOSAL MEETING** WILL BE HELD AT **9:00 A.M., E.S.T., MARCH 14, 2017**, GREENVILLE COUNTY PROCUREMENT SERVICES DIVISION, **301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601**.

PLEASE FURNISH US WITH **ONE (1) ORIGINAL** AND **NINE (9) COPIES** OF YOUR PROPOSAL.

ALL QUESTIONS CONCERNING THIS RFP ARE TO BE SUBMITTED IN WRITING TO BOB BREWER, CPPO, CPPB, PROCUREMENT SERVICES DIVISION, COUNTY OF GREENVILLE, 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601. THE QUESTIONS MAY BE MAILED TO 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601, FAXED TO (864) 467-7304, OR EMAILED TO rbrewer@greenvillecounty.org NO LATER THAN 5:00 P.M., E.D.T. **MARCH 16, 2017.**

PLEASE MARK YOUR ENVELOPE TO READ **"RFP# 54-03/28/17."**

NOTE: PLEASE SIGN ON FOLLOWING PAGE. AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO SO WILL VOID YOUR PROPOSAL. ALL SIGNATURES MUST BE CLEARLY IDENTIFIABLE AS AN ORIGINAL. IF NOT, THEN YOUR RESPONSE WILL BE DISQUALIFIED.

INSTRUCTIONS TO RESPONDENTS
RFP #54-03/28/17 WIOA OUT-OF-SCHOOL YOUTH PROGRAMS

1. Unless otherwise required, submit only one (1) original and nine (9) copies of each RFI/RFQ/IFB/Proposals.
2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.
6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.
7. When required, furnish samples, free of expense, prior to opening of RFI/RFQ/IFB/Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.
8. Show delivery time required after order is received (see below).
9. Address and mark bids/proposals as indicated in the notice.

CONDITIONS

1. The County Agency or Institution submitting this notice reserves the right to reject any and all RFI/RFQ/IFB/Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Time in connection with discount offered will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of bid, from date of laboratory report.
4. In case of default of contractor, Greenville County reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
6. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.
7. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County.
8. The right is reserved to reject any RFI/RFQ/IFB/Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
9. Unless otherwise indicated by County Agency or Institution submitting this notice, prices must be firm.

RFI/RFQ/IFB/PROPOSAL

(DATE) _____

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this RFI/RFQ/IFB/Proposal is accepted within _____days from date of opening, furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within _____ days after receipt of order, delivered, all transportation costs included,

Discount will be allowed as follows: 30 calendar days _____ %.

FIRM NAME _____ ADDRESS _____

BY_____ _____
(RFI/RFQ/IFB/PROPOSAL MUST BE SIGNED IN WRITING)

PRINT NAME_____ _____

TITLE_____ EMAIL _____

PHONE_____ FAX_____

COUNTY OF GREENVILLE
WIOA OUT-OF-SCHOOL YOUTH PROGRAMS
RFP# 54-03/28/17

SCHEDULE

March 14, 2017	A **pre-proposal meeting** will be held at **9:00 A.M., E.D.T.**, at Greenville County Procurement Services Division, **301 University Ridge, Suite 100, Greenville, SC 29601**.
March 16, 2017	**All questions** must be submitted in writing to Bob Brewer, CPPO, CPPB, Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601, by Fax (864)467-7304, or by email rbrewer@greenvillecounty.org, by **5:00 P.M., E.D.**T.
March 28, 2017	Proposals must be delivered to the Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601 no later than 3:00 P.M. E.**D.T**.
March 28 – April 11, 2017	**Review** of Proposals
April 11, 2017	Tentative Date of **Award**
April 11 – April 25, 2017	**Contract** Negotiations
April 25, 2017	Issue **Notice to Proceed**

Greenville County

REQUEST FOR PROPOSALS
WIOA OUT-OF-SCHOOL
YOUTH PROGRAMS
RFP# 54-03/28/17

I. Introduction

Greenville County is seeking proposals from individuals or businesses to provide comprehensive services for Workforce Innovation and Opportunity Act (WIOA) eligible out-of-school youth between the ages of 16 – 24 who reside within Greenville County.

II. Pre-Proposal Meeting

A **pre-proposal meeting** will be held at **9:00 A.M., E.D.T., March 14, 2017**, Greenville County Procurement Services, **301 University Ridge, Suite 100, Greenville, SC 29601**.

III. Background

About the GCWDB

The Greenville County Workforce Development Board (GCWDB) is one of twelve (12) Workforce Boards throughout South Carolina, servicing the Greenville County community. In partnership with the chief elected official and the County of Greenville, we are charged with overseeing and implementing workforce development initiatives throughout the Greenville County Workforce Development Area. Our Board include members offering a wide range of skills and experience and include representatives from local business, educational institutions, community based organizations, governmental agencies, and economic development.

The GCWDB has oversight of local workforce development activities funded under the Workforce Innovation and Opportunity Act (WIOA) to include Youth, Adult and Dislocated Worker programs, Incumbent Worker Training (IWT), and other specifically funded workforce development initiatives.

WIOA

President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA) into law on July 22, 2014. WIOA took effect on July 1, 2015 and is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. The Act also amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. For more information, go to http://www.doleta.gov/wioa.

Successful proposals will be funded by the WIOA. Performance and full compliance with

federal, state, and local statutes, including all terms of the contract will be monitored and executed by the GCWDB.

The planning estimate for the purpose of this RFP is $450,000. Funding levels identified are preliminary estimates and are used for planning purposes only. Total final contract amounts are subject to funding levels for Program Year 2017 (PY17).

WIOA Program Requirements

A fundamental principle of the Workforce Innovation and Opportunity Act (WIOA) is the development of an individual plan that will help to prepare individuals for entry into and success in the workforce. Under this legislation, comprehensive youth services consist of fourteen (14) program elements that can be grouped around key strategies such as: improving education achievement; preparing for and succeeding in employment; support to youth; and offering services intended to develop the potential of youth as citizens and leaders.

Eligible Youth

For the purpose of this solicitation, eligible Out-of-School Youth must be between the ages of 16 – 24 at the time of enrollment, not attending any school, and possess one or more of the following barriers:

- A school dropout.
- A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.
- A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is: (1) basic skills deficient or (2) an English language learner.
- An individual who is subject to the juvenile or adult justice system.
- A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act, or in an out-of-home placement.
- An individual who is pregnant or parenting.
- A youth who is an individual with a disability.
- A low-income individual who requires additional assistance to enter or complete an educational program, or to secure and hold employment (must be documented and approved by GCWDB Staff).

IV. Scope Of Work

The GCWDB is seeking vendors that provide a comprehensive array of services to out-of-school youth ages 16 – 24 years old. It is not necessary that all services be funded through Title I of the *Workforce Innovation and Opportunity Act* to qualify as an activity to be offered to eligible youth. The GCWDB is seeking coordination between organizations and funding sources to meet the needs of eligible participants.

The WDB is dedicated to maximizing the use of limited youth funds. To that end, the Area's goal is to be a value-added part of providing youth workforce investment activities in the community. Vendors must be prepared to present a service strategy that is consistent with the following parameters:

- A program of work should be developed that sufficiently addresses the WIOA fourteen (14) required youth elements.
- A Budget with supporting documentation (narrative) should be developed that justifies and supports the program of work.

Youth Program Design and Program Elements

The following is a description of the program design and list of fourteen (14) program elements that must be available to **all youth;** however, services offered to each customer should be based on their individual needs and goals. Vendors will be expected to fully execute an appropriate combination of the fourteen (14) elements as a part of the program design and contractual responsibility.

Consistent with WIOA 129(c)(1), the design framework of local youth programs must:

1. Provide an objective assessment of academic levels, skill levels and service needs of each participant;
2. Develop a service strategy for each youth participant that is directly linked to one or more of the indicators of performance, and that shall identify career pathways that include education and employment goals, appropriate achievement objectives, and appropriate services for the participant;
3. Provide the following:
   i. Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized post-secondary credential;
   ii. Preparation for post-secondary educational and training opportunities;
   iii. Strong linkages between academic instruction and occupational education that lead to the attainment of recognized post-secondary credentials;
   iv. Preparation for unsubsidized employment opportunities, in appropriate cases; and
   v. Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

Consistent with WIOA 129(c)(2), programs **must make available** to youth participants the following fourteen (14) elements:

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized post-secondary credential;
2. Alternative secondary school services, or dropout recovery services, as appropriate;
3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include:
   i. Summer employment opportunities and other employment opportunities available throughout the school year;
   ii. Pre-apprenticeship programs;
   iii. Internships and job shadowing; and
   iv. On-the-job training opportunities;
4. Occupational skills training, which shall include priority consideration for training programs that lead to recognized post-secondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, if the local board

determines that the programs meet the quality criteria described in WIOA Section 123;

5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours, as appropriate;
7. Supportive services;
8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
9. Follow-up services for not less than 12 months after the completion of participation, as appropriate;
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
11. Financial literacy education;
12. Entrepreneurial skills training;
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career explorations services; and
14. Activities that help youth prepare for and transition to post-secondary education and training.

GCWDB Additional Requirements

1. Per WIOA 129(c)(4), local workforce areas are required to spend at least 20% of its annual youth allotment on work-based activities. To ensure the local area meets this requirement, the GCWDB requires Responders to propose expending **at least 30%** of contract funds on work-based activities such as Work Experience, On-the-Job Training, Summer Employment, and Job Shadowing. Staff costs to provide maintenance of work based activities will be limited to 10%. A separate work based activity budget must be completed.
2. Proposals should aim to have **minimum of 35%** of the total budgeted funds for direct participant activity costs. Programs using leveraged funds to help pay for some direct participant activity costs may receive up to a ten percent (10%) credit (in-kind) towards the direct participant activity budget. Leveraged funding (in-kind) sources that are used to help pay for direct participant activity costs must be clearly identified within the proposal corresponding budget.
3. In accordance with South Carolina's WIOA Unified State Plan, youth program operators are expected to offer intensive soft skills curriculum to ensure individuals are prepared for the behavioral aspects of entering the workforce.
4. Career pathways should be incorporated into WIOA Youth Program proposals. Career pathway programs offer a clear sequence, or pathway, of education coursework and/or training credentials aligned with employer-validated work readiness standards and competencies. Career pathway programs make it easier for people to earn industry-recognized credentials through avenues that are more relevant; to provide opportunities for more flexible education and training; and to attain market identifiable skills that can transfer into work. For more information, please refer to the Department of Labor Employment and Training Administration (DOLETA) Career Pathways Toolkit at:

(https://www.doleta.gov/usworkforce/pdf/career_pathways_toolkit.pdf).

5. In order to provide youth participants with the best array of opportunities for success, Responders may utilize South Carolina's Eligible Training Provider List (ETPL), called Palmetto Academic and Training hub (PATh), to select training programs offered through the South Carolina Technical College System and other approved public or private training providers. Proposals should specify whether students will be allowed to select from a few or from a variety of training programs leading to in-demand occupations, as long as they meet program requirements.

V. Performance Measures and Program Outcomes

The *Workforce Innovation and Opportunity Act* requires a comprehensive performance accountability system to assess the effectiveness of States and local areas in achieving continuous improvement of workforce investment activities funded under Title I. The intent of continuous improvement is to optimize the return on investment of Federal funds in statewide and local workforce investment activities.

WIOA Core Measures of Performance

The WIOA is designed to measure the performance of placing WIOA youth participants into long-term sustainable career pathways, thus creating a larger importance on Follow-Up Services. More detailed descriptions of the performance measures can be found in Attachment A. The GCWDB staff will also provide technical support and training throughout the contracting period.

The WIOA Performance Indicators are:

1. Placement in Employment/Post-Secondary Education/Advanced Training/Military - 2nd Qtr. after exit and 4th Qtr. after exit
2. Credential Attainment (up to 1 year after exit) - % of participants who receive a recognized postsecondary credential or equivalent during participation or within 1 year after exit. Ex: High School Equivalency (HSE) or Industry Recognized Credential (IRC)
3. Measurable Skills Gains - % of participants in education or training leading to a recognized postsecondary credential or employment during participation, achieving measureable skills gain toward credential or employment.
4. Median Earnings 2nd Qtr. after exit
5. Effectiveness in Serving Employers - measures the effectiveness in serving employers
    - With the transition to WIOA performance measures for PY17 and as noted above, there are more indicators that expand the importance of Follow-Up Services. Follow-Up Services must be a main component of the WIOA program Scope of Services. The GCWDB will impose Corrective Actions for failure to provide required Follow-Up Services.
    - A positive exit occurs when a participant receives a placement into employment/post-secondary education/advanced training/military **AND** attainment of credential (HSE or IRC)
    - Performances Measures are subject to change.

The GCWDB's PY17 WIOA performance has not been negotiated. PY17 contracts will be updated to include GCWDB performance goals once they are finalized with the State. For the purpose of this RFP, the State's PY17 WIOA performance goals are:

- Employment/Education Rate 2nd Quarter After Exit 76.6%
- Employment/Education Rate 4th Quarter After Exit 69.1%
- Credential Attainment Within 4 Quarters After Exit 69.6%

VI. Youth Program Budget Guidelines and Instructions

Operating Costs

A detailed total budget (Attachment B of this RFP) and work based activity only budget (Attachment C of this RFP) must be completed and submitted with the proposal; the budgets should include all costs necessary to operate the program during the entire grant period. The costs of each staff person being charged to the grant shall be delineated separately. Work-based activity costs must be calculated to include both direct participant expenses (wages, stipends) and staff time directly associated with developing and maintaining the work-based activities.

Leveraged resources, or in-kind, must be for activities or services that are essential for the operation of the program such as transportation, training-related equipment and supplies, materials, facility and related operating costs, etc. Budgets should clearly identify leveraged resources that result in no direct costs being charged to the WIOA grant. Also include/attach a description of the leveraged resources as well as any Memorandum of Understandings (MOUs) as part of the budget narratives.

Please note: The budget contains five (5) pages. Each page is labeled as: 1) Budget Summary; 2) Salary, Fringe, and Indirect Costs; 3) Operating Expenses; 4) Participant Activities Costs; and 5) Participant Services Costs. Complete each budget page and guarantee that the Budget Summary includes the total program costs.

Disclaimer

As the GCWDB continues to develop and refine its youth system, policies procedures, or regulatory changes occur from time to time; bidding organizations may be requested to modify program design or the delivery of services. Should a request for a change in the program design or services occur, GCWDB will assist bidding organizations or service providers in the redesign to ensure consistency with Board policy and regulatory requirements.

VII. Eligible Responders

Any governmental, nonprofit or private-for-profit organization may apply provided that: a) the organization is not currently debarred from receiving federal funds; and/or b) has not been placed under sanction and/or on probation through another WIOA-funded program due to fiscal discrepancies and/or performance deficiencies within the past two (2) years. The GCWDB assures that nothing herein is intended to limit competition, but instead, promotes a fair system of impartial and free competition among all Responders and to ensure that

performance outcomes are achieved. The GCWDB will comply with all related WIOA provisions related to the selection of youth service providers.

Responsibilities of the Responders

Responders are responsible for completing all sections of the proposal application and budget forms, including budget narratives to explain the WIOA costs. Incomplete proposals and/or proposals that offer youth training program strategies that are not consistent with this RFP or the intent of the WIOA will not be considered for funding. Responders who will be delivering the required fourteen (14) elements collaboratively with other organizations should identify the roles and responsibilities of each entity carrying out the activity or service. The Responder, if awarded a grant, is ultimately responsible for the overall performance in carrying out the activities described in the proposal.

VIII. Proposal Narrative

There will be a fifteen (15) page limit on the Responder's submittal. Attachments B and C will not be part of the page limit.

The GCWDB Out-of-School Youth Program Proposal Narrative Questions will assist the Responder in filling out the Application Packet (Attachment D of this RFP). Please answer all questions.

A. Program Design

1. Summarize the design of your program. Explain how each participant will meet the WIOA performance measures defined for Out-of-School youth. Describe any partnerships/collaborations you have established for the proposed program. What are the roles and responsibilities of each?
2. Identify the characteristics of the Out-of-School youth population you propose to serve(examples: age, youth with disabilities, school drop-out, pregnant or parenting teens, foster child, youth aging out of foster care, juvenile offenders, etc.). Provide a description of why/how this cohort was identified.
3. Explain how your program design develops career pathways for each participant. Describe the sectors/industries you will focus on and why you have selected that industry/sector focus. Describe how you will connect youth to education that leads to post-secondary degree and/or industry recognized certifications.
4. All Responders are required to propose to offer as many of the fourteen youth elements of a WIOA Youth program. Identify how many youth elements your program will provide and your process for referring youth to other service providers who will offer WIOA service elements that you are not providing.
    a. Describe how your work based learning strategies (e.g., work experiences, On-the-Job Training, Summer Employment, etc.) and your plan to meet the 30% expenditure requirement. Providers must exhibit strong community and business linkages to ensure the ability to develop work-based learning opportunities and meet the skill and training needs for our talent pipeline. You should present strategies that will create work–based learning and employment opportunities for the program participants but also serve business and industry. List work-based learning partners and employers; attach coinciding memorandum of agreements.

b. Describe the percentage of the program's total budget allocated for direct participant activity costs.
c. Describe the use of leveraged (in-kind) funds to help pay for direct participant activity costs.

5. Describe the financial literacy education you will offer.
6. Describe the soft skills and career readiness training you will offer.
7. Describe the components of your program design that meets the needs of individuals with disabilities.
8. Describe the plan to provide supportive services to youth.
9. Describe the timeline for program implementation, indicating when all phases of the program will begin and end (include 12 month follow-up).

B. Outreach and Recruitment

1. Please provide a timeline of your organization's plan to recruit youth in order to meet the proposed enrollment goals.
2. Describe your organization's outreach plan. Discuss how this outreach strategy will combine with the work of the GCWDB in order to attract numbers of youth sufficient to meet WIOA performance measures/outcomes.
3. For PY 2016 providers, if your organization failed to meet PY16 enrollment goals, please provide a description of new strategies your organization may take to ensure success in PY17. For new applicants, explain a situation in the past when your organization has failed to meet enrollment goals and the strategies undertaken to resolve the issue (if applicable).
4. Describe orientation materials and information that will be provided to youth. A handbook containing the policies of your Agency and program expectation i.e. hours of operation, attendance policy, complaint and grievance procedures, ADA/EEO information, etc.
5. Complete the *WIOA Out-of-School Youth Enrollment Summary*

C. Program Outcomes

Provide a description of how youth will progress from point of entry to exit achieving WIOA performance outcomes:

1. For PY16 Contractors Only:
   - Describe past/current performance in achieving WIOA performance measures. Define results including total positive outcomes (participants that attained High School Equivalency, Industry Recognized Credential and entered employment, post-secondary, military or advanced training).
   - Describe your organization's strategy for meeting outcomes defined under WIOA.
   - Clearly list your organization's enrollment goals and actual results through the most recent completed quarter.
   - Clearly list your organization's performance goals and actual results through the most recent completed quarter. Your answer must include a report of performance outcomes for at least the previous two program years, if applicable.
   - If your organization did not achieve contract performance goals during PY16, explain why and discuss strategies that will be undertaken to successfully meet goals in PY17.

- Describe follow-up activities to include a plan for making monthly contact with carryover participants, what actions will be taken to help follow-up youth re-enter the workforce if they have lost employment.

2. For New Contractors/Programs in PY17
   - Describe the past three (3) years of providing programs that resulted in performance outcomes similar to the requested performance in this RFP. Define the results such as total number of youth enrolled, total number of High School Diplomas/Equivalencies attained, total number entered employment, entry into post-secondary, military, and advanced training, etc. If your organization has not prior experience working with this population please clearly explain how your program design is built using an evidenced-based program model(s).
   - Describe your organization's strategy for meeting performance outcomes outlined in this RFP (See page)
   - Clearly list your organization's projected enrollment goals/outcomes if awarded this grant.
   - Please provide an example of a time when your organization did not achieve contract performance goals and discuss the strategies undertaken to successfully meet the goals in the following year, if applicable.
   - Describe follow-up activities, include how monthly contact will be performed and what actions will be taken to help youth to re-enter the workforce if they have lost their employment.

D. Administration

1. Provide an overview and mission statement of the organization
2. Describe the staffing plan as if relates to this program.
3. Provide a job description for each position to be funded in this proposal. Include resumes of existing staff or job descriptions of staff to be hired.

E. Program Operations

Facilities providing services should be in full compliance with the American with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1974 as well as other applicable Federal and State laws.

IX. Submission Procedures, Requirements

A. Submittals

All submissions must be received by **3:00 P.M., E.D.T., TUESDAY, MARCH 28, 2017** and delivered to Greenville County Procurement Services Division, 301 University Ridge, Suite 100, Greenville, South Carolina 29601. If the submission is late the proposal will be rejected. There will be no exceptions. Responders submitting proposals shall be responsible for all cost of preparing such proposals.

Responders to this Request for Proposals shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) unbound original and nine (9) bound copies of their proposal to the address listed below. To ensure

acceptance of the proposal, the Request for Proposals number (RFP#54-03/28/17) should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

County of Greenville
Department of General Services
Procurement Services Division, Attn: Procurement Director
301 University Ridge, Suite 100
Greenville, South Carolina 29601-3665
RFP# 54-03/28/17

B. License and Permits

The contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or Greenville County.

X. Statement of Qualifications

Vendors shall provide the following with their response:

1. Overview of individual/company background.
2. Staffing or organizational chart showing staff that will be used for this project.
3. Corporate/individual qualifications and experiences, including certifications.
4. Current resume(s) for individuals(s) assigned to this project.
5. List of at least three (3) references including names, addresses, and telephone numbers. Vendor should include any South Carolina governmental entity reference.
6. IRS Form W9 Taxpayers' Identification (revised December 2014).
7. Copy of company's Certificate of Insurance.
8. Budget Summary (Attachment B of this RFP)
9. Work Based Activity (Attachment C of this RFP)
10. Application Packet (Attachment D of this RFP)

XI. Inquiries and Addenda

A. Questions

All questions concerning this RFP are to be submitted in writing via fax, electronic mail, or regular mail to Bob Brewer, CPPO, CPPB, Procurement Services Division, to the address listed below, no later than **5:00 P.M., E.S.T., MARCH 16, 2017**. Please refer all questions in writing about this Request for Proposals and project to:

County of Greenville
Bob Brewer, CPPO, CPPB
Procurement Services Division
301 University Ridge, Suite 100
Greenville, South Carolina 29601-3665
Phone: (864) 467-7206
Fax:(864) 467-7304
E-mail: rbrewer@greenvillecounty.org

All inquiries and responses will be distributed to all vendors known to have received the RFP document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this RFP.

B. Addenda

This RFP represents the most definite statement Greenville County will make concerning information upon which proposals are to be based. Any changes to this RFP will be in the form of a written addendum, which will be furnished to all vendors who are listed with the County as having received an RFP document. No addenda will be issued later than five (5) working days prior to the date for receipt for proposals except an addendum which, if necessary, postpones the date for receipt of proposals or cancels this RFP. Venders shall acknowledge receipt of all addenda with their Proposal.

XII. General Information

A. Proprietary Information

The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Request for Proposals are subject to requirements of the Freedom of Information Act and may be deemed public records.

B. Errors and Omissions

The Responder will not be allowed to take advantage of any errors or omissions in the Request for Proposals. Where errors or omissions appear in the RFP, the Responder shall promptly notify the County of Greenville in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

C. Withdrawal of Proposal

An official representative of a Responder may withdraw a Responder's response at any time prior to the proposal submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

D. Non-Endorsement

If the County awards contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the County of Greenville's endorsement of the successful Responder's services.

XIII. Insurance

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. **THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance except Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the wavier of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

B. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to **County's** RFP# 54-03/28/17.

D. **Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. **Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:
$1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:
Coverage A - State of SC
Coverage B - Employers liability
$1,000,000 Each Accident
$1,000,000 Disease, Per Employee
$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from this coverage's will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

XIV. Evaluation Criteria

The proposals will be evaluated on the following criteria utilizing the score sheet included (page 26) in this RFP. Greenville County reserves the right to interview responders to this RFP at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to this RFP
- Previous experience on projects of similar scope and size
- Budget summary
- Work based budget summary
- Application packet
- References

XV. Illegal Immigration Reform Act Compliance

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

XVI. Safety, Health, and Security

Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

XVII. Sample Contract

A sample Contract is attached for review.

Contract Period

The Program Year 2017 contract period dates are July 1, 2017 – June 30, 2018, unless extended by the County for additional one (1) year term not to exceed three (3) annual renewals. Any renewal would be based on the best interest of the program and in consideration of the contractor's performance. Contracts are subject to the annual appropriation and availability of Federal WIOA funds. In the event the funds are not appropriated or are otherwise unavailable, the GCWDB and County of Greenville reserves the right to immediately terminate the contract upon written notice to the Grantee. Contracts may also be renegotiated and/or cancelled for performance deficiencies. Any such action will occur after consultation and a written notice is provided.

COUNTY OF GREENVILLE
WIOA OUT-OF-SCHOOL YOUTH PROGRAMS
RFP# 54-03/28/17

INSTRUCTIONS/TERMS AND CONDITIONS:

1. Proposal Opening and Award: Proposals shall be publicly opened and only the names of the offerors disclosed at the proposal opening. However, no decision will be made until Procurement Services and the user Division have had ample time to review each proposal. However, award will be made at the earliest possible date. The County reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the County's best interest. The contract will be awarded to the proposal that meets the requirements and criteria set forth in the request for proposal. No proposal may be withdrawn for a period of sixty (60) days after proposal opening date. Proposals, whether mailed or hand delivered, must be received and time/date stamped in the Procurement Services Office by the closing time and date indicated on the proposal. Proposals received after the closing time/date will not be accepted. By submission of a proposal, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.

2. Rights Reserved by Greenville County: Greenville County reserves the right to reject any and all proposals, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the County. Integrity, reputation, experience and past performance will be heavily weighed in proposal evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods or services listed herein.

3. Responders Qualification: Responders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the responder's ability to provide the products or services requested herein.

4. Responders Responsibility: Each responder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of a Responder to be acquainted with existing conditions shall in no way relieve the Responder of any obligations with respect to this proposal or to any contract as a result of this proposal.

5. References: The County requires responders to list at least three (3) references, names, addresses and telephone numbers of contact persons for companies with whom the Responder has performed or provided similar work, service or product.

6. Waiver: The County reserves the right to waive any Instructions to Responders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.

7. Rejection: Greenville County reserves the right to reject any proposal that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like

proposals; or ambiguous proposals which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.

8. Proposal form: The responder shall sign his proposal correctly or the proposal may be rejected. If the proposal shows any omissions, alteration of form, unauthorized additions, a conditional proposal or any irregularities of any kind, the proposal may be rejected. Proposals will be accepted on bound 8-1/2" x11" paper.

9. Questions: Questions shall be submitted in writing to Bob Brewer, CPPO, CPPB, Procurement Services Division, 301 University Ridge, Suite 100, Greenville SC, 29601, or Fax to (864) 467-7304 or by E-Mail to **rbrewer@greenvillecounty.org** by **5:00 P.M. E.D.T., March 16, 2017.**

10. Specification Changes, Additions and Deletions: All changes in specifications shall be in writing in the form of an addendum and furnished to all responders. The County of Greenville shall not be responsible for any verbal information given by any employees of the County of Greenville in regard to this proposal.

11. Number of Proposal Copies: Please submit One (1) Unbound Original and Nine (9) Bound Copies of your proposal.

12. Proposal Changes: Proposals, amendments thereto or withdrawal requests received after the advertised time for proposal opening, shall be void regardless of when they were mailed.

13. Proposal Price: The proposal price presented as a result of these specifications shall be for the contract period. The proposal shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluids may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

14. Federal, State and Local Laws: The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

15. Tie Proposals: In the case of tie proposals, the County reserves the right to make the award based on the factors outlined in Section 3-202 of the Procurement Ordinance, or in what it considers to be in the best interest of the County.

16. Deduction and Holdbacks: In addition to the County's right of termination, the County shall be entitled to full reimbursement for any costs incurred by the County by reason of the contractor's failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the County's employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is the County's intent to give the contractor a

reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.

1. For use of County's forces – actual cost involved.
2. For use of another contractor – the amount charged by said contractor.

The County reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

17. Evaluation Criteria:

The proposals will be evaluated on the following criteria utilizing the score sheet included (page 26) in this RFP. Greenville County reserves the right to interview responders to this RFP at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to this RFP
- Previous experience on projects of similar scope and size
- Budget summary
- Work based budget summary
- Application packet
- References

18. Quality: Unless otherwise indicated in this proposal it is understood and agreed that any items offered or shipped on this proposal shall be new and in first class condition unless otherwise indicated herein.

19. MBE/WBE Participation – Affirmative Action:

A. MBE/WBE – Vendors submitting proposals are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.

B. The successful vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.

20. Default: In case of default by vendor the County may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or

by proceeding against the vendor's performance bond, if any, and/or by suit against vendor.

21. Termination for Cause: This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from the County nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination the County shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.

22. Termination for Convenience: Greenville County may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.

23. Non-Appropriation: Any contract entered into by the County resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

24. Incorporation of Proposal into Contract: The terms, conditions, and specifications of this proposal and the selected firm's response are to be incorporated, in total, into the contract.

25. S.C. Law Clause: Upon award of contract under this proposal, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Responder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the Responder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

26. Illegal Immigration Reform Act Compliance: By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the

applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

27. Assignment Clause: Successful responder will be required to give the County ninety (90) days notice in the event of a change in the ownership of this contract. The County is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

28. Indemnification: The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.

29. Deviations from Specifications: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Responder will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the proposal and not listed may be cause for rejection. Responders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.

30. Minor Deviations: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

31. Contractor License Requirement: The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.

32. Conflict of Interest Statement: The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a proposal, is in essence assuring the County that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

33. Insurance:

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance except Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the wavier of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

B. Certificates for all such policies of insurance shall be provided by the Contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP#54-03/28/17.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.
Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:
1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:
Coverage A - State of SC
Coverage B - Employers liability
$1,000,000 Each Accident
$1,000,000 Disease, Per Employee

$1,000,000 Disease, Policy Limit
Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

34. Contracts: The County reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.

35. Contractor Liability: The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County and suit brought against the County for attorney's fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will Greenville County act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.

36. Sub-Contracting: The contractor shall not subcontract any portion of this contract without proper written approval from the County.

37. Non-Collusion: The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this proposal.

38. Prohibition of Gratuities: Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.

39. Publicity Releases: Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the County's

name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.

40. Public Record: The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Request for Proposals are subject to requirements of the Freedom of Information Act and may be deemed public records.

41. Precedence: In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.

SCORE SHEET

Responses for
WIOA OUT-OF-SCHOOL YOUTH PROGRAMS
RFP # 54-03/28/17

VENDOR: _____ DATE: _____

Non Responsive	Low	Medium Low	Average	Medium High	High	CRITERIA	Total Score	Comments
0	1	2	3	4	5	Responsiveness to this RFP		
0	1	2	3	4	5	Previous experience on projects of similar scope and size		
0	1	2	3	4	5	Budget summary		
0	1	2	3	4	5	Work based activity budget summary		
0	1	2	3	4	5	Application packet		
0	1	2	3	4	5	References		

Maximum Points 30 **Total Score _____**

Notes:

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

SERVICES AGREEMENT

This AGREEMENT is made and entered into on this _____ day of _____, **2017**, by and between the **COUNTY OF GREENVILLE**, a political subdivision of the State of South Carolina, having its principal place of business at 301 University Ridge, Greenville, S.C. 29601 ("County"), and _____, located at _____ ("Contractor").

In consideration of the covenants hereinafter set forth, the parties mutually agree as follows:

1. CONTRACT PERIOD. This Agreement shall begin on the effective date of the Notice to Proceed, and shall remain in effect until June 30, 2018, unless extended by the County for an additional one (1) year term not to exceed three (3) annual renewals, or otherwise terminated as hereinafter provided. The County may elect to extend the contract by providing notice to the Contractor at least thirty (30) days prior to the termination date.

2. SCOPE OF SERVICES. County has employed Contractor to provide WIOA out-of-school youth programs.

These services to be provided by Contractor are set forth more fully in County Request for Proposals ("RFP") #54-03/28/17 and in Contractor's Response, received _____, to County RFP #54-03/28/17, attached hereto and incorporated herein by reference.

3. PRICE. County agrees to pay Contractor a total sum not to exceed _____ dollars ($XXXXX.XX).

4. STANDARD OF CARE. Services performed by Contractor will be conducted in a manner consistent with that level of care and skill exercised by members of the profession with Contractor's experience and qualifications currently providing similar services.

SAMPLE CONTRACT

5. DOCUMENTS. In connection with the performance of the services, Contractor may deliver to County one or more reports or other written documents reflecting services provided. All such reports or other written documents shall become the property of County upon delivery; however, all original data gathered by Contractor and work papers produced by Contractor in the performance of services are, and shall remain the sole and exclusive property of Contractor.

6. PAYMENT TERMS. Contractor will submit invoices to County, which shall include a detailed listing of charges upon completion of services. Within ten (10) days of receipt of an invoice County shall notify Contractor of any dispute with the invoice and Contractor, upon such notice, shall provide to County back-up data supporting the invoice. County and Contractor will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by County and is past due thirty (30) days from the date the invoice is received. If payment remains past due sixty (60) days from the date the invoice is received by the County, then Contractor shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 18. NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

7. **NON-APPROPRIATION. It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.**

8. WARRANTY. Contractor warrants to County that all services and labor furnished to progress the work under this contract will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

SAMPLE CONTRACT

9. INSURANCE. **The Contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.**

A. THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance, except Worker's Compensation, Automobile Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the wavier of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP#54-03/28/17.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.

E. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

F. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

SAMPLE CONTRACT

Comprehensive General Liability:
$1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:
Coverage A - State of SC
Coverage B - Employers liability
$1,000,000 Each Accident
$1,000,000 Disease, Per Employee
$1,000,000 Disease, Policy Limit
Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

Vendors will provide County a minimum of 30 days advance notice in the event the insurance policy (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

10. INDEMNIFICATION. Contractor agrees to defend, indemnify and save harmless the County and all County officers, agents and employees from and against any loss, damage, claim or action, including all expenses incidental to such claim and action, to the extent arising from any negligent acts or omissions by Contractor, its agents, staff, consultants and contractors employed by it, in the performance of the services under this Agreement. Contractor shall not be responsible for any loss, damage, or liability to the extent arising from acts of the County, its agents, staff, and other

SAMPLE CONTRACT

consultants employed by it.

11. RIGHT OF ENTRY. The County will provide for the right of entry for Contractor, its subcontractors, and all necessary equipment in order to complete the work under this Agreement. Contractor agrees to be responsible for any damage to property that is caused by Contractor, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by Contractor, its subcontractors and/or equipment.

12. SAFETY, HEALTH, AND SECURITY. Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

13. COMPLIANCE WITH CODES AND STANDARDS. Contractor's professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor's failure to abide by federal, state or local laws, regulations,

SAMPLE CONTRACT

codes and standards that were not in effect or publicly announced at the time Contractor rendered its services.

14. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE. By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

15. PUBLIC RESPONSIBILITY. The County has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. Contractor will at all times alert the County to any matter of which Contractor becomes aware and believes requires the County to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the County decides to disregard Contractor's recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.

SAMPLE CONTRACT

16. CLIENT LITIGATION. Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the County, if the County requests such documents, witnesses and/or general assistance. The County shall reimburse Contractor for all direct expenses incurred and time according to Contractor's rate schedule as of the date of the execution of this Agreement.

17. CONFIDENTIALITY. Contractor will maintain as confidential any documents or information provided by the County and will not release, distribute or publish same to any third party without prior permission from the County, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the County.

18. NOTICES. All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

COUNTY	CONTRACTOR
Nadine Chasteen, CPPO, CPPB Director County of Greenville Procurement Services Division 301 University Ridge, Suite 100 Greenville, SC 29601	

Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

19. TERMINATION. This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the Contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after Contractor's receipt of such notice from the County, nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the Contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the

SAMPLE CONTRACT

announced termination date. In the event of termination, the County shall be responsible to pay the Contractor only for work satisfactorily completed upon the effective date of termination, and the County shall not be responsible for any other charges.

Should the County fail to make payment on any undisputed invoice amount within sixty (60) business days upon receipt of such invoice, Contractor may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the County shall be given notice of the default and an opportunity to cure such default within seven (7) business days after receipt of the notice of default. Should this Agreement be terminated by Contractor, Contractor shall be entitled to be paid only for the services actually completed to the satisfaction of the County as of the date of termination.

The County may terminate this contract for convenience by providing thirty (30) calendar days advance written notice to the Contractor.

This Agreement may also be terminated pursuant to the pertinent portions of Section 6 or Section 7 herein.

This Agreement may also be terminated by the written mutual consent of both parties.

20. CONTRACT DOCUMENTS. This Agreement, along with the provisions contained in County RFP #54-03/28/17 and Contractor's Response to County RFP #54-03/28/17 represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be;

A. Any amendment signed after the execution date of this agreement;
B. This Agreement;
C. Contractor's Response to County RFP #54-03/28/17;
D. Addenda to County RFP #54-03/28/17.
E. County RFP #54-03/28/17.

SAMPLE CONTRACT

21. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

22. SEVERABILITY. Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

23. APPLICABLE LAW AND VENUE. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

The County and Contractor further agree that this Agreement shall be deemed to be made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.

SAMPLE CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

_____

_____

CONTRACTOR

By: _____

Its: _____

COUNTY OF GREENVILLE

By: _____

Herman G. Kirven, Jr., Chairman
Greenville County Council

By: _____

Joseph M. Kernell
County Administrator

ATTEST: _____

Theresa B. Kizer, c.c.c.
Clerk to Council

SAMPLE CONTRACT

Attachment A: WIOA Performance Measurements

- Placement in Employment or Education (Q2 and Q4)
- Attainment of a Degree or Certificate
- Measurable Skill Gain
- Median Earnings (2nd Quarter After Exit) {Undefined}
- Employer Measure {Undefined}

Placement in Employment or Education

WIOA Positive Outcome – Q2	WIOA Positive Outcome – Q4
Prerequisite: None	*Prerequisite: None*
Measure: # of participants who are in employment or enrolled in post-secondary education in the 2nd quarter after the exit	Measure: # of participants who are in employment or enrolled in post-secondary education in the 4th quarter after the exit

Attainment of a Degree or Certificate

WIOA Positive Outcome
Prerequisite: Of those enrolled in education (i.e., secondary school, post-secondary school, adult education programs, or any other organized program of study leading to a degree or certificate) at the date of participation or at any point during the program.
Measure: # of participants who attain a post-secondary degree, license, or certificate, OR # who earn a diploma or High School Equivalency (HSE) AND who are either employed or enrolled in an education or training program leading to a recognized post-secondary degree, license, or certificate within one year of exit.

Measurable Skill Gain (MSG)

WIOA Positive MSG (Type #1)	WIOA Positive MSG (Type #2)	WIOA Positive MSG (Type #3)	WIOA Positive MSG (Type #4)
Educational Achievement	Transcript/Report Card	Training Milestone	Skills Progression
Prerequisite: Of those enrolled in an education component:	*Prerequisite: Of those enrolled in an education component:*	*Prerequisite: Of those enrolled in an education component:*	*Prerequisite: Of those enrolled in an education component:*
# of participants achieving at least one educational functioning level (in a program of instruction below the post-secondary level)	# of participants whose transcript/report card for one (1) academic year is achieving the state unit's policies for academic standards.	# of participants with a satisfactory or better progress report toward an established milestone from an employer/training provider (e.g., OJT, registered apprenticeship program, etc.)	# of participants who successfully completed an exam that is required for a particular occupation, or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks (e.g., knowledge-based exams)

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - WIOA YOUTH GRANT BUDGET
BUDGET SUMMARY

Bidder's Name: _____

Program Name: _____

Total Number of Participants to be Served:

Description	Proposed Budget Amount		
I. Program			
1. Salaries, Fringe Benefits	$ -		
2. Indirect Cost	$ -		
3. Operarting Expenses	$ -		
4. Participant Activity Costs	$ -		
5. Participant Services	$ -		
6. Sub-tier (Contracts)	$ -		
7. Other (Specify)			
_____	$ -		
_____	$ -		
Subtotal	$ -		
Profit Rate (if applicable)			
Total	$ -		

Monthly Expenditure Plan (12)		
Month	**Expenditure**	
Jul-17	$	-
Aug-17	$	-
Sep-17	$	-
Oct-17	$	-
Nov-17	$	-
Dec-17	$	-
Jan-18	$	-
Feb-18	$	-
Mar-18	$	-
Apr-18	$	-
May-18	$	-
Jun-18	$	-
Sub-total	$	-

Projected Work-Based Learning Expenditures	$	-
Projected Work-Based Learning Percentage		#DIV/0!
Projected Participant Expenses Percentage		#DIV/0!

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - WIOA YOUTH GRANT BUDGET
BUDGET DETAIL
STAFF SALARIES, FRINGE BENEFITS & INDIRECT COST

Bidder's Name: _____

Program Name: _____

SALARIES, FRINGE BENEFITS, & INDIRECT COST					PROGRAM	
Staff Salaries: Staff Name/Position Title	Salary Per Week	% of Time	No. of Weeks	TOTAL AMOUNT	%	Amount
	$ -	0%		$ -	100%	$ -
	$ -	0%		$ -	100%	$ -
	$ -	0%		$ -	100%	$ -
	$ -	0%		$ -	100%	$ -
	$ -	0%		$ -	100%	$ -
	$ -	0%		$ -	100%	$ -
	$ -	0%		$ -	100%	$ -
	$ -	0%		$ -	100%	$ -
TOTAL SALARIES				$ -		$ -
FRINGE BENEFITS:						
FICA	0.00%	X	$ -	$ -	100%	$ -
Workmen's Comp.	0.00%	X	$ -	$ -	100%	$ -
Health & Wealth (Pos. Level)	0.00%	X	$ -	$ -	100%	$ -
Ret. / Pension	0.00%	X	$ -	$ -	100%	$ -
Unemployment Insurance	0.00%	X	$ -	$ -	100%	$ -
Other (Specify) _____	0	X	$ -	$ -	100%	$ -
_____	0	X	$ -	$ -	100%	$ -
TOTAL FRINGE BENEFITS				$ -		$ -
INDIRECT COST:						
RATE _____	0.00%	X	$ -	$ -		$ -
Indirect cost must be based on a rate approved by an appropriate federal agency. A copy of the approved indirect rate must be submitted prior to reimbursement.						
TOTAL COST				$ -		$ -

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - YOUTH PROGRAM GRANT BUDGET
BUDGET DETAIL
OPERATING EXPENSES

Bidder's Name: _____

Program Name: _____

OPERATING EXPENSES				PROGRAM	
OBJECT NAME:	**COST PER MONTH**	**NUMBER OF MONTHS**	**TOTAL AMOUNT**	**%**	**AMOUNT**
1. Consumable Supplies	$ -	0	$ -	100%	$ -
2. Communications	$ -	0	$ -	100%	$ -
3. Postage	$ -	0	$ -	100%	$ -
4. Staff Travel					
- Local Area (miles) ( )	$ -	0	$ -	100%	$ -
- Outside Area (# of trips) ( )	$ -	0	$ -	100%	$ -
5. Equipment Rent	$ -	0	$ -	100%	$ -
6. Equipment Expense / Repair (Specify) _____	$ -	0	$ -	100%	$ -
7. Premises Rent	$ -	0	$ -	100%	$ -
8. Heat, Light, Water, and Janitorial	$ -	0	$ -	100%	$ -
9. Services / Miscellaneous	$ -	0	$ -	100%	$ -
10. Non-Expendable Equipment	$ -	0	$ -	100%	$ -
TOTAL OPERATING EXPENSES			**$ -**		**$ -**

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT

PART II - YOUTH PROGRAM GRANT BUDGET

BUDGET DETAIL

PARTICIPANT ACTIVITIES COST

Bidder's Name: _____

Program Name: _____

	Cost per participant	Number of Participants	TOTAL PROGRAM COST
I. ASSESSMENT (Specify)			
1.	$ -	0	$ -
2.	$ -	0	$ -
3.	$ -	0	$ -
SUBTOTAL I:			
II. INSTRUCTIONAL TRAINING			
1. Tuition	$ -	0	$ -
2. Books	$ -	0	$ -
3. Supplies/Materials	$ -	0	$ -
4. Expendable Tools/Equipment (ATTACH LISTING OF ITEMS)			$ -
5. Non-Expendable Equipment (ATTACH LISTING OF ITEMS)			$ -
6. Training Space: _____sq. ft. X $_____per sq. ft.	$ -	0	$ -
7. Other Training Expenses (SPECIFY)			$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
SUBTOTAL II:	$		-
III. Work Experience Reimbursement ___ Participants X $___ Avg. Wage X ___ Avg. Hours X ___ Weeks			$ -
SUBTOTAL III:	$		-
TOTAL ACTIVITIES COST (I + II + III)	$		-

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - YOUTH PROGRAM GRANT BUDGET
BUDGET DETAIL
PARTICIPANT SERVICES

Bidder's Name: _____

Program Name: _____

	TOTAL COST
I. TRAINING STIPENDS	$ -
II. SUPPORTIVE SERVICES	
A. TRANSPORTATION	
1. FUEL	$ -
2. MAINTENANCE	$ -
3. TRANSPORTATION ALLOWANCE	$ -
4. OTHER (SPECIFY AND ATTACH ITEMIZATION)	$ -
TOTAL TRANSPORTATION	$ -
B. CHILD CARE	
# of participants x cost per participant per week x # of weeks	$ -
C. OTHER (SPECIFY)	

Cost per Participant	Number of Participants	
$ -	0	$ -
$ -	0	$ -
$ -	0	$ -
$ -	0	$ -
$ -	0	$ -
$ -	0	$ -
$ -	0	$ -
$ -	0	$ -
$ -	0	$ -
$ -	0	$ -
$ -	0	$ -
$ -	0	$ -
$ -	0	$ -
$ -	0	$ -
		$ -

TOTAL PARTICIPANT SERVICES COST (I + II)	$ -

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - WIOA YOUTH GRANT BUDGET
WORK BASED ACTIVITY BUDGET SUMMARY

Bidder's Name: _____

Program Name: _____

Total Number of Participants to Receive Work Based Training:

Description	Proposed Budget Amount		
I. Program			
1. Salaries, Fringe Benefits	$ -		
2. Indirect Cost	$ -		
3. Operarting Expenses	$ -		
4. Participant Activity Costs	$ -		
5. Participant Services	$ -		
6. Sub-tier (Contracts)	$ -		
7. Other (Specify)			
_____	$ -		
_____	$ -		
Subtotal	$ -		
Profit Rate (if applicable)			
Total	$ -		

Monthly Work Based Activity Expenditure Plan (12)		
Month	**Expenditure**	
Jul-17	$	-
Aug-17	$	-
Sep-17	$	-
Oct-17	$	-
Nov-17	$	-
Dec-17	$	-
Jan-18	$	-
Feb-18	$	-
Mar-18	$	-
Apr-18	$	-
May-18	$	-
Jun-18	$	-
Sub-total	$	-

Projected Work-Based Learning Expenditures	$	-
Projected Work-Based Learning Percentage		#DIV/0!
Projected Participant Expenses Percentage		#DIV/0!

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - WIOA YOUTH GRANT BUDGET
BUDGET DETAIL
WORK BASED LEARNING STAFF SALARIES, FRINGE BENEFITS & INDIRECT COST

Bidder's Name: _____

Program Name: _____

WORK BASED LEARNING SALARIES, FRINGE BENEFITS, & INDIRECT COST					PROGRAM	
Staff Salaries: Staff Name/Position Title	Salary Per Week	% of Time	No. of Weeks	TOTAL AMOUNT	%	Amount
	$ -	0%		$ -	100%	$ -
	$ -	0%		$ -	100%	$ -
	$ -	0%		$ -	100%	$ -
	$ -	0%		$ -	100%	$ -
	$ -	0%		$ -	100%	$ -
	$ -	0%		$ -	100%	$ -
	$ -	0%		$ -	100%	$ -
	$ -	0%		$ -	100%	$ -
TOTAL SALARIES				$ -		$ -
FRINGE BENEFITS:						
FICA	0.00%	X	$ -	$ -	100%	$ -
Workmen's Comp.	0.00%	X	$ -	$ -	100%	$ -
Health & Wealth (Pos. Level)	0.00%	X	$ -	$ -	100%	$ -
Ret. / Pension	0.00%	X	$ -	$ -	100%	$ -
Unemployment Insurance	0.00%	X	$ -	$ -	100%	$ -
Other (Specify) _____	0	X	$ -	$ -	100%	$ -
_____	0	X	$ -	$ -	100%	$ -
TOTAL FRINGE BENEFITS				$ -		$ -
INDIRECT COST:						
RATE	0.00%	X	$ -	$ -		$ -
Indirect cost must be based on a rate approved by an appropriate federal agency. A copy of the approved indirect rate must be submitted prior to reimbursement.						
TOTAL COST				$ -		$ -

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - YOUTH PROGRAM GRANT BUDGET
BUDGET DETAIL
WORK BASED LEARNING OPERATING EXPENSES

Bidder's Name: _____

Program Name: _____

WORK BASED LEARNING OPERATING EXPENSES				PROGRAM	
OBJECT NAME:	COST PER MONTH	NUMBER OF MONTHS	TOTAL AMOUNT	%	AMOUNT
1. Consumable Supplies	$ -	0	$ -	100%	$ -
2. Communications	$ -	0	$ -	100%	$ -
3. Postage	$ -	0	$ -	100%	$ -
4. Staff Travel					
- Local Area (miles) ( )	$ -	0	$ -	100%	$ -
- Outside Area (# of trips) ( )	$ -	0	$ -	100%	$ -
5. Equipment Rent	$ -	0	$ -	100%	$ -
6. Equipment Expense / Repair (Specify) _____	$ -	0	$ -	100%	$ -
7. Premises Rent	$ -	0	$ -	100%	$ -
8. Heat, Light, Water, and Janitorial	$ -	0	$ -	100%	$ -
9. Services / Miscellaneous	$ -	0	$ -	100%	$ -
10. Non-Expendable Equipment	$ -	0	$ -	100%	$ -
TOTAL OPERATING EXPENSES			**$ -**		**$ -**

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT

PART II - YOUTH PROGRAM GRANT BUDGET

BUDGET DETAIL

WORK BASED LEARNING PARTICIPANT ACTIVITIES COST

Bidder's Name: _____

Program Name: _____

	Cost per participant	Number of Participants	TOTAL PROGRAM COST
I. Work Experience Wages			
1.	$ -	0	$ -
2.	$ -	0	$ -
3.	$ -	0	$ -
SUBTOTAL I:			$0
II. INSTRUCTIONAL TRAINING (Tools, Supplies, etc.)			
			$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
SUBTOTAL II:	$		-
TOTAL WORK BASED ACTIVITIES COST (I + II)			$0

GREENVILLE WORKFORCE INNOVATION AND OPPORTUNITY ACT
PART II - YOUTH PROGRAM GRANT BUDGET
BUDGET DETAIL
WORK BASED ACTIVITY PARTICIPANT SERVICES

Bidder's Name: _____

Program Name: _____

			TOTAL COST
I. WORK BASED TRAINING STIPENDS			$ -
II. SUPPORTIVE SERVICES			
A. TRANSPORTATION			
1. FUEL			$ -
2. MAINTENANCE			$ -
3. TRANSPORTATION ALLOWANCE			$ -
4. OTHER (SPECIFY AND ATTACH ITEMIZATION)			$ -
TOTAL TRANSPORTATION			$ -
B. CHILD CARE			
# of participants	x cost per participant per week	x # of weeks	$ -
C. OTHER (SPECIFY)	Cost per Participant	Number of Participants	
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
	$ -	0	$ -
			$ -
TOTAL WORK BASED ACTIVITY PARTICIPANT SERVICES COST (I + II)			**$ -**

WIOA Out-of-School Youth Programs
RFP# 54-03/28/17
Application Packet

County of Greenville
WIOA Out-of-School Youth Program
RFP# 54-03/28/17

Application Packet

Organization Name: _____

Organization Address: _____

_____

_____

Phone: _____

Fax: _____

Email: _____

Name/Title of Chief Executive Officer of Agency: _____

Name of Contact Person Submitting Proposal: _____

Total Amount of WIOA Request: $_____

Total Amount of Project In-Kind Contribution: $_____

Counties of Service Delivery: Greenville County, SC

Projected Enrollment Level: _____

CERTIFICATION

I certify that the information in this proposal to deliver Youth Training Services, as provided through the Workforce Innovation and Opportunity Act of 2014 is accurate and has been completed to the best of my organization's knowledge.

Authorized Signatory of Organization:

Printed Name: _____ Title: _____

Signature: _____ Date: _____

A. Program Design

Summarize the design of your program. Explain how each participant will meet the WIOA performance measures defined for out-of-school youth. Be sure to address all of the program design factors requested in the RFP.

B. Outreach and Recruitment
Please provide a timeline of your organization's plan to recruit youth in order to meet the proposed enrollment goals. Also describe your organization's outreach plan to include how this strategy will combine with the work of the GCWDB in order to attract number of sufficient youth to meet WIOA performance. Be sure to address all of the outreach and recruitment factors requested in the RFP.

WIOA Out-of-School Youth Enrollment Summary

PY17 Participant Summary

	PY 16 Plan*	PY16 Actual*	% of PY16 Plan*	PY17 Plan
Enrollment				
New Participants				
Carry Over (From PY16)				
Total				
Common Measures	PY16 Plan*	PY16 Actual*	% of PY16 Plan*	PY17 Plan
Credential Attainment				
Placement in Employment/Post-Secondary/Advanced Training/Military				
Measurable Skills Gains				
	PY16 Plan*	PY16 Actual*	% of PY16 Plan*	
Total Exits				

C. Program Outcomes
Provide a description of how youth will progress from point of entry to exit achieving WIOA performance outcomes. Be sure to address all of the program operations factors requested in the RFP.

D. Administration
Provide an overview and mission statement of the organization. Be sure to address all of the administration factors requested in the RFP.

E. Program Operations
Describe the organization's operational structure and the facilities providing services. Be sure to address all of the program operations factors requested in the RFP.

WIOA Youth RFP Budget – Total
Narrative

Provide additional information on all costs associated with the total program budget. Be sure to address all of the requested information in the RFP and the Youth Program Budget Guidelines Section.

WIOA Youth RFP Budget – Work Based Activities Only
Narrative

Provide additional information on all costs associated with the work based activity budget only. Be sure to address all the requested information in the RFP and the Youth Program Budget Guidelines section.

Request for Proposal
Number 2021024
Spartanburg County, South Carolina

Sealed Proposals must be delivered to the Office of Purchasing, Office address below, or mailed to the mailing address below. **Facsimile and other electronic forms of Proposal will not be accepted.** All sealed Proposals must be received by **11:00am, EST., February 25, 2021** and then will be publicly opened. Sealed Proposals are subject to the conditions and all provisions set forth herein and attached. All qualified Proposers are invited to submit Proposals to Spartanburg County for the following:

UPCOUNTRY LOCAL WORKFORCE AREA PARTNERSHIP (ULWAP) ADULT, DISLOCATED WORKER TRAINING ACTIVITIES AND ONE-STOP OPERATOR

Description of Project: Spartanburg County is seeking proposals to provide workforce development activities and services to eligible job seekers residing in Cherokee, Greenville, Spartanburg and Union Counties, South Carolina.

Non-Mandatory Pre-Proposal Conference will be held February 2, 2021 at 2:00pm online via Zoom. Please see pages 14 and 15 of the RFP for log-in instructions.

Submit:	One (1) unbound original and three (3) unbound copies of the Proposal, no tabs, must be received on or before **11:00am, EST., February 25, 2021.**
Address To:	Spartanburg County Government Purchasing Department Room 1220 Attention: Lisa Coleman, Procurement Director
Mailing Address:	P.O. Box 5666 Spartanburg, South Carolina 29304
Office Address:	366 North Church Street Room1220 Spartanburg, South Carolina 29303
Mark Envelope:	Outside of sealed Proposal envelope must be marked**:** **RFP # 2021024 "UPCOUNTRY LOCAL WORKFORCE AREA PARTNERSHIP (ULWAP) ADULT, DISLOCATED WORKER TRAINING ACTIVITIES AND ONE-STOP OPERATOR"** followed by your firm name and address.

Deadline Enforced

Proposals or withdrawal requests, received by the Purchasing Department after the time and date set for receipt of Proposals, are late and WILL NOT be accepted. Late Proposals are void and will be returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely receipt by the Purchasing Department of a Proposal.

Proposal Submittal Documents Checklist:

Items must be provided, in the order listed, as a Proposal package, or Proposal may be disqualified. Proposal shall not exceed, with requested options, 50 pages. Provide one original and three copies of ALL submittal documents, all unbound, no tabs.

All fourteen (14) Proposal submittal documents must be included with the Proposal, or Proposal may be disqualified.

1. Proposal for RFP # 2021024 - (Exhibit B)
2. Corporate / Company Resolution (check box on Exhibit B – if applicable, See Sample Exhibit C)
3. Proposer Information:
   a. Proposer shall provide list of locations and total number of employees.
   b. Type of Organization (Check the applicable box):
      - □ Sole Proprietorship
      - □ Partnership
      - □ Corporate entity (not tax-exempt)
      - □ Corporate entity (tax-exempt)
      - □ Government entity (Federal, State or Local)
      - □ Other _____
4. Proposer's Fraud Acknowledgment Form - (Exhibit E)
5. Drug Free Workplace Act Statement – (Exhibit F)
6. Certificate of Insurance – (Exhibit G, contains an example)
7. Existence of Subcontractors Form – (Exhibit H)
8. Experience and References – (Exhibit I)
9. Proposer must be registered with County [Proposer must complete or update Vender Registration Form and W-9] – (Exhibits J & K)
10. Worker's Compensation Statement of Independent Contractor – (Exhibit L)
11. Spartanburg County Standard Contract – (Exhibit M)
12. Proposal Narrative
13. Current Fiscal Statement and Copy of Last Audit (one copy only)
14. Budget Form- Attachment A

General Terms and Conditions

***Term of Proposal*:** Any Proposal submitted as a result of this Request for Proposal (RFP) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any Proposal for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the sixty (60) calendar day period, Proposals may be withdrawn by submitting a written request to the Procurement Director. The written request to withdraw the Proposal must be received, regardless of when it was mailed, by the Procurement Director within five (5) calendar days after expiration of the sixty (60) calendar day period, or the Proposal shall remain in effect until an award is made or the RFP is cancelled.

Every effort has been made to ensure that all information needed is included in this document. If the Proposer finds that they cannot complete its response without additional information, it may submit written questions or requests for clarification to the County Purchasing Department at the addresses listed on page 1 or submit questions by email to Lisa Coleman, Procurement Director, at lcoleman@spartanburgcounty.org. Written questions shall be submitted at least five (5) calendar days prior to Proposal's submission date. Questions submitted after this date will be rejected as not timely. Where the Proposer fails to seek clarification, the County's interpretation shall control. The Proposer agrees it will not make any claim for, or have right to withdraw its Proposal because of any misunderstanding or lack of information. Proposals are not to have any exclusions. Exclusions will come from Spartanburg County in the form of an addendum. **Any proposals received with exclusions will not be accepted**.

Proposers are specifically directed NOT to contact any other County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to follow this requirement may be grounds for rejection of the Proposal.

The County will not be responsible for or bound by any oral instructions made by an employee(s) of the County in regard to this RFP.

Any statements made by an employee(s) of the County, which may materially change any portion of the RFP, shall not be relied upon unless they are issued as written addendum to the RFP.

A Proposal received by Spartanburg County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. Offeror(s) shall visibly mark as "Confidential" each part of their proposals which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina – the Freedom of Information Act (FOIA). The "Confidential" mark should be in bold font of at least 12-point type, in the upper right hand corner of each page. If any part is designated as "Confidential," there must be attached to that part an explanation of how the information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this may be brought against the County or its agent for its determination in this regard. **MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT ABSENT EXPLANATION PROVIDING AN EXEMPTION UNDER SECTION 30-4-40.**

Purchasing Regulations: This solicitation is subject to the provisions of the Spartanburg County Procurement Ordinance and any revisions thereto. A copy of the Purchasing Ordinance may be

obtained from the County's webpage (www.spartanburgcounty.org) or from the Purchasing Department (864) 596-2519. Spartanburg County reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required.

Applicable Laws and Compliance: This RFP and any proposal submitted in response thereto shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable Federal, State, and local laws and regulations. By submitting this Proposal, the Proposer certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;
The Federal Immigration Reform and Control Act of 1986;
The Americans with Disabilities Act

Proposer is responsible for securing all required business licenses and permits. If requested, Proposer will furnish a copy to the County.

Public Record: Upon award, or Protest, copies of the Proposals will be made available for public inspection, under the supervision of County Purchasing Department staff, from 8:30 a.m. until 5:00 p.m., Monday through Friday, at 366 N. Church Street, Room 1220 Spartanburg, South Carolina.

Debarment Status: By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina.

Proposer Responsibility: The Proposer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in this RFP, but which is not specifically designated as a Spartanburg County responsibility, is a responsibility of the Proposer's operation, and the Proposer must include these in the response to this RFP.

Disclosure of Conflicts of Interest or Unfair Competitive Advantage: Proposer warrants and represent that Proposal identifies and explains any unfair competitive advantage Proposer may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from participation in this competition or receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If Proposer has an unfair competitive advantage or a conflict of interest, the County may withhold award. Before withholding award on these grounds, a Proposer will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

Proposer Qualification: The Spartanburg County Government may make such reasonable investigations, including inspections of the Proposer's physical plant, as deemed proper and necessary to determine the ability of the Proposer to perform stipulated contract work and the Proposer shall furnish the Spartanburg County Government all such information and data for this purpose as may be requested.

Project Schedule: Based on the days to complete listed on the Proposal, provide a detailed schedule for completion to include the critical path.

Fraud Policy: Proposers submitting Proposals to Spartanburg County Government must review the County's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

Insurance: By submitting a proposal, Proposer agrees to maintain and keep in force during the life of any Contract awarded pursuant to this RFP, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Commercial General Liability:
$1,000,000 per occurrence – (Coverage shall include bodily injury or accidental death and property damage)*

Comprehensive Automobile Liability:
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)*

Statutory Worker's Compensation:
Coverage – (Shall apply to all applicable State of SC laws)

Employers Liability:
$500,000 Each Accident*
$500,000 Disease, Per Employee*
$500,000 Disease, Policy Limit*

Professional Liability Insurance:
$1,000,000 per occurrence (if applicable)

Umbrella Policy:
N/A

* A combination of Umbrella/ Excess and primary limit may be used to provide coverage for the amount shown.

Proposer will provide County a minimum of thirty (30) days advance notice in the event the insurance policies (or an insurance policy) are changed or canceled.

Proposer certifies to the County that all subcontractors approved to perform work on this project comply with all of the requirements in this Section.

Certificate of Insurance: A copy of current Certificate of Insurance must be included with the Proposal. Certificates of Insurance for all such policies shall be provided by the Proposer's insurance agent or broker within ten (10) working days from the date of Notice of Award and shall meet the following requirements:

(i) SPARTANBURG COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on Commercial General Liability and any Umbrella policies, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance.

(ii) WAIVER OF SUBROGATION. As a part of the Certificate of Insurance requirement the Proposer shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Spartanburg, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the Proposer. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

(iii) All Certificates of Insurance submitted shall provide on the face of the certificate reference to COUNTY's RFP# 2021024.

Subcontractors: Proposer shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed Subcontractor, with the proposed scope of work which its Subcontractor is to undertake. Alternatively, the Proposer shall provide a statement that there are no subcontractors.

Service Providers: When applicable, list up to three independent firms, within 300 miles of the Spartanburg County that can provide service work to the Proposer's system. Provide names and direct telephone numbers.

References: The County requires Proposers to list at least three (3) references, names, addresses and telephone numbers of contact persons for other companies in South Carolina or neighboring states with whom the proposer has performed or provided similar work, service or product (ie. currently operate the same model number of equipment being proposed) **within the last five years**. References should be listed on Exhibit I.

Experience: List five jobs, similar in size, completed by Proposer, within 100 miles of Spartanburg County, **for Governmental entities**. List dollar amount, brief description reference name and phone number for each job.

Contractor Qualifications: When applicable a Contractor Qualification Form will be required requesting the following information:

a. SIC/ NAICS Code
b. OSHA Recordable Incident Rate
c. EMR Rate – Provide letters from insurance companies listing proposer and subcontractor EMR ratings. EMR rating letters must be on insurance company letterhead.
d. Worker's Compensation Loss Run

Factors (a) through (d) shall be used in conjunction with other required submittal documents as part of the determination process. The County reserves the right to evaluate in its absolute discretion the information submitted.

South Carolina License: Proposer is required to submit a copy of its current State of South Carolina license, as necessary for the goods and/or services being procured.

Bid Bond: If applicable, Proposer shall submit with their proposal a bid bond in the amount of five percent (5%) of the proposal price. This bond may be in the form of Certified Check, Cashier's Check or Bank Money Order of any national or state bank and shall be made payable to Spartanburg County. Proposals submitted without being accompanied by any of the foregoing,

as required, shall be considered non-responsive and will be rejected. Any proposal accompanied by a bid bond not properly executed in the opinion of the Procurement Director, may be rejected. The bond will be forfeited to the County by the successful Proposer as liquidated damages in case a bid award is made to that Proposer and the contract and bond are not properly executed within 15 days, unless extended by the County.

A check or money order will be returned to the unsuccessful bidders after award and will be returned to the successful offeror after acceptance of the final contract and surety by the offeror.

Performance and Payment Bond: If applicable, the successful proposer, within three (3) working days after acceptance of the proposer's offer by the County, shall furnish a satisfactory performance and payment bond in the amount of the total proposal price. The performance and payment bond must be received by the county prior to the issuance of the executed contract and Notice to Proceed. The three (3) working days may be extended upon written approval by the Procurement Director. A copy of the written approval shall be transmitted to the successful proposer stating the terms of any extension. In the event that the proposer fails to deliver to the Purchasing Department the performance and payment bond in said period of three (3) working days after acceptance of the proposer's offer by the County, then the bid bond of the proposer shall be retained by the County in its entirety and the award will be withdrawn from the proposer. The Bond must be in a format approved by the County before it is made effective. The successful proposer shall have a surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful proposer will promptly make payments to all persons supplying labor or materials to the proposer; and shall guarantee to indemnify and save the County, its officers, divisions and employees harmless from all costs, damages and expenses growing out of or by reason of the successful proposer's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies.

A letter from a South Carolina Banking Institution stating the Proposer has the ability to obtain an Irrevocable Letter of Credit in amount of Proposal is an acceptable substitute. The South Carolina Banking Institution who issues the letter stating the Proposer has the ability to obtain an Irrevocable Letter of Credit must be a financial institution insured by the FDIC or FSLIC.

An Irrevocable Letter of Credit, made out to Spartanburg County, in the full amount of Proposal, will be an acceptable substitute. The Letter of Credit will be subject to the same terms and conditions set forth above for Bonds. The Irrevocable Letter of Credit shall be issued by a financial institution insured by the FDIC or FSLIC.

At the end of the job, all of the Proposer's subcontractors shall send a letter, on company letterhead, that they have been paid in full and Spartanburg County can release the performance/payment bond.

Ability to Obtain Performance Bond: If applicable, Proposer shall provide a letter from a bonding company authorized to transact business in the State of South Carolina as a surety stating the Proposer has the ability to obtain a performance/payment bond in amount of Proposal.

Independent Contractor: The selected Proposer shall be legally considered an independent contractor and neither the Proposer nor its employees shall, under any circumstances, be considered employees of the County; and the County shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. The County shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes,

federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, the County shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

The County shall have the right to reject any Subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed Subcontractor without County's prior written authorization. Notwithstanding any consent by the County to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the County for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, the agreement, the County's authorization of Proposer's agreement with Subcontractor, County's inspection of a subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and provide a copy, upon request, to the County before commencement of any work by a Subcontractor. Proposer's refusal to comply with this provision shall be grounds for the County's termination of this agreement for default, without notice or opportunity to cure.

In addition, Proposer indemnifies and holds the County harmless from and against any claims (threatened, alleged or actual) made by any Subcontractor of Proposer (of any tier) for compensation, damages or otherwise, including any cost incurred by the County to investigate, defend or settle any such claim.

Award:

Evaluations:
Spartanburg County will conduct evaluations of the proposals.

Award Criteria:
Spartanburg County shall evaluate each of the Proposals using the criteria set forth in Exhibit D attached hereto. The County reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Proposer. The County is not obligated to accept the lowest cost proposal. The award of the contract, if awarded, will be made to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service. The award, if awarded, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, ability to provide support, overall cost, the Proposer's experience and the Proposer's references. At the County's discretion, one or more firms may be engaged for this work.

SPARTANBURG COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS OR PARTS THEREOF, TO GIVE THE PROPOSER THE OPPORTUNITY TO CURE ANY DEFICIENCY RESULTING FROM A MINOR INFORMALITY OR IRREGULARITY IN A PROPOSAL OR WAIVE ANY DEFICIENCY, AS SET FORTH IN THE COUNTY PROCUREMENT ORDINANCE.

Notice of Intent to Award:
If awarded, the Notice of Intent to Award shall be e-mailed to all Proposers once a decision to award is made. This Notice of Intent to Award shall begin the time to protest the decision to award in accordance with Spartanburg County Code of Laws Section 2-287.

Notice of Award:
If awarded, the Notice of Award shall be e-mailed to all Proposers once a decision to award is made.

Exhibit A

SCOPE OF WORK / SERVICES TO BE PROVIDED

The Proposer who is awarded the contract shall perform and carry out, those services necessary to complete the **UPCOUNTRY LOCAL WORKFORCE AREA PARTNERSHIP (ULWAP) ADULT, DISLOCATED WORKER TRAINING ACTIVITIES AND ONE-STOP OPERATOR.**

REQUEST FOR PROPOSALS

For Provision of

ADULT, DISLOCATED WORKER TRAINING ACTIVITIES AND ONE-STOP OPERATOR

Pursuant to the Requirements of the

WORKFORCE INNOVATION AND OPPORTUNITY ACT

PUBLIC LAW 113-128, TITLE I

for

THE UPSTATE AND GREENVILLE COUNTY LOCAL

WORKFORCE AREAS:

CHEROKEE, GREENVILLE, SPARTANBURG AND UNION

COUNTIES

STATE OF SOUTH CAROLINA

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Attachments PROPOSER'S RESPONSE PACKAGE

SECTION 1	Evaluation Criteria
SECTION 2	Organization Experience and Financial Information
SECTION 3	Budget Response Package

PART I: GENERAL INFORMATION

A. DISCLAIMER

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 and implemented on July 1, 2015. The US Department of Labor released the Final Regulations on June 30, 2016, which were published in the Federal Register on August 19, 2016. This request for proposals, any bids submitted by proposers to this request, and any final contracts negotiated with the successful Bidder(s) as a result of this proposal is subject to final laws and regulations and may be changed at any time to be in compliance with those laws and regulations. Bidders are strongly encouraged to follow the Department of Labor's WIOA resource page for the latest updates: www.doleta.gov/wioa.

As the Upstate Workforce Board and Greenville County Workforce Development Board continue to develop and refine their systems, policies, procedures and regulations, changes may occur. Bidding organizations may be requested to modify program design or the delivery of services. Should a request for a change in program design or service occur, Administrative staff will assist bidding organizations or service providers in the redesign to ensure consistency with Board policy and regulatory requirements.

The Upstate Workforce Board and Greenville County Workforce Development Board reserve the right to cancel or modify this request for proposal or the scope of funding of an approved WIOA program to any extent necessary to ensure compliance with state and/or federal guidelines. This may occur at any time prior to or during implementation of the WIOA programs for PY 202020or any applicable extensions. Therefore, all successful proposers must demonstrate the capability and agree, in advance, to modify their program design to comply with the new regulations and/or changes to available funds.

B. INTRODUCTION/PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit competitive applications for the operation of programs to serve Workforce Innovation and Opportunity Act (WIOA) – eligible Adults, Dislocated Workers as well as a One-Stop Operator. Spartanburg County is seeking proposals to provide workforce development activities and services to eligible job seekers residing in Cherokee, Greenville, Spartanburg and Union Counties, South Carolina.

WIOA was signed into law on July 22, 2014 and designed to help job seekers access employment, education, training and support services to succeed in the labor market and matched to employers with the skilled workers they need. This is the first legislative reform in fifteen years of the public workforce system. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, The Wagner-Peyser Act, and the Rehabilitation Act of 1973. Updates from the US Department of Labor will be issued over time. The website for the latest on WIOA regulations is www.doleta.gov/wioa.

Workforce development oriented organizations, with or without previous experience as a contractor with the Upstate and/or Greenville areas, are encouraged to submit proposals. Only proposals from organizations that can demonstrate that they have the ability to provide workforce development services within the region and scope set forth by Spartanburg County will be considered for funding.

C. LOCAL INTRODUCTION:

The Workforce Innovation and Opportunity Act encourages regionalism. Section 106(c) of the WIOA outlines, in part, that after planning regions are identified, the local boards and chief elected officials shall engage in regional planning processes that result in preparation of a regional plan and regional service strategies, including use of cooperative delivery agreements.

The Greenville County Workforce Development Board and the Upstate Workforce Board have worked together closely since 2006. Over the years, both local boards entered into MOAs to support cost sharing of its SC Works centers and service provider staff. In 2017, the Upstate Workforce Board and Greenville County Workforce Development Board jointly procured an Operator and Adult/Dislocated Worker Service Provider. The contract that resulted from that RFP has been in place and extended from PY17 through PY2020.

For PY2020, the Greenville County Workforce Development Board and Upstate Workforce Board has extended a MOA to form a 4-county service delivery partnership, hereinafter referred to as the Upcountry Local Workforce Area Partnership (ULWAP). The ULWAP desires to solicit a vendor to provide services in the ULWAP counties and that many of the staff positions will be cost shared between the four county areas. It is also the goal for the ULWAP to align policies, procedures, etc. and to function as a seamless local workforce area. To be clear, the ULWAP is comprised of two (2) local workforce board regions – the Greenville County Workforce Development Board region and the Upstate Workforce Board region. Proposals must contain two (2) separate budgets – a budget for providing services in the designated Greenville County local area and a budget for providing services in the designated Upstate local area. The ULWAP intends to award one contract and will be requiring that a monthly invoice for reimbursement be submitted separately to each area for all related costs.

D. FUNDING AVAILABILITY

The planning estimates for the purpose of this RFP are $1,600,000 - $2,000,000 for services to WIOA Adults, Dislocated Workers. Employment and training activities for adults and dislocated workers are similar but each has their own funding stream and eligibility requirements. IMPORTANT NOTICE - Funding levels identified in this RFP are preliminary estimates and are used for planning purposes only. Total final contract amounts are subject to funding levels for PY21.

The local boards will award a contract based on allocations approved by the State at the beginning of each program year. The South Carolina State Workforce Development Board has set the expectation that the local areas will reach a minimum of 70% expenditures of the total available funds each program year for each funding stream. Therefore, it is expected that the contractor will expend not less than 75% of their total budget each program year.

Bidders should propose comprehensive WIOA services to be provided to Adult, Dislocated Worker customers, but must delineate costs for One-Stop Operator.

E. APPLICABLE ACT AND REGULATIONS

This RFP and programs funded as a result of it are governed by Public Law 113-128 signed into law on July 22, 2014, entitled the "Workforce Innovation and Opportunity Act of 2014," (WIOA). Contractors shall comply with the WIOA, the Regulations, State and ULWAP Local Area Instructions, agency policies as well as other federal, state and local laws and regulations.

F. ELIGIBLE PROPOSERS

Any governmental, non-profit or private for profit organization may apply for an award in response to this RFP. Nothing herein is intended to, nor should it be construed to, limit competition. Instead, this RFP is for the purpose of meeting the full needs of the Upstate Workforce Development Area and Greenville County Workforce Development Area using a system of fair, impartial and free competition among all Bidders. It is the intent and purpose of Spartanburg County that this RFP permit competition. To be eligible to receive funds from the Upcountry Workforce Area made available to operate the One-Stop Centers, a proposer must meet the following:

1. Be a public, private or not for profit entity that has a history of providing workforce services. (" and or another interested organization that is capable of carrying out the duties of the OneStop Operator – must demonstrate previous history")

G. SERVICE AREA

This RFP is specifically soliciting bids for WIOA Adult, Dislocated Worker services in Cherokee, Greenville, Spartanburg and Union counties, and Business Services and One-Stop Operator functions covering the same counties.

H. PROPOSER'S CONFERENCE

A question and answer (Q&A) session pertaining to this RFP will be held **electronically on Tuesday, February 2, 2021 at 2:00 P.M. EST**. Local board staff will answer questions and address requests for additional information pertaining to this RFP provided that questions/requests for additional information are submitted in advance by interested Bidders. All questions and/or requests for additional information shall be submitted in via email prior to 12:00 Noon, Friday, January 29, 2021. Questions and/or requests for additional information should be submitted to Ms. Lisa Coleman, Procurement Director by email to lcoleman@spartanburgcounty.org.

After the bidder's conference additional questions will be accepted in writing (by email) until 2:00 P.M EST February 12, 2021. No questions can be answered by telephone at any time during the response period. If auxiliary aids and services are necessary for this conference, requests must be made to Spartanburg County within a reasonable period of time prior to the bidder's conference.

Upstate Workforce Board is inviting you to a scheduled Zoom meeting.

Topic: SC Works Operator/ Adult and DW Pre-Proposal Conference
Time: Feb 2, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/85373901192?pwd=cUxYUUFkRC9qWEtJUk5ZbGtRMDhIUT09

Meeting ID: 853 7390 1192
Passcode: 932809

One tap mobile
+13017158592,,85373901192#,,,,*932809# US (Washington D.C)
+13126266799,,85373901192#,,,,*932809# US (Chicago)

Dial by your location
+1 301 715 8592 US (Washington D.C)
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 408 638 0968 US (San Jose)
+1 669 900 6833 US (San Jose)
Meeting ID: 853 7390 1192
Passcode: 932809
Find your local number: https://us02web.zoom.us/u/kxbQVmge

I. DELIVERY OF PROPOSALS

Proposals in response to this RFP, **2021024** , will be received by Spartanburg County **until 11:00 A.M. EST February 25, 2021**. Any proposals received after the scheduled date and time will be immediately disqualified in accordance with the S.C. Consolidated Procurement Code and Regulations. Bidders are urged not to wait until February 25, 20to submit grant proposals. Grant proposals will be accepted at any time after RFP is issued. Should any errors relative to the grant application due date appear in the Grant Application Request Package, the official due date is **February 25, 2021, 11:00 A.M. EST**. Applications may be hand delivered or mailed to:

Delivery Address*:* *(Feb Ex, UPS, USPS or in person deliveries)*

Spartanburg County Government
Attn: Lisa Coleman, Procurement Director
366 North Church Street
Room 1220
Spartanburg, SC 29304

J. KEY EVENTS AND DATES

1. Request for Proposals Issued	Week of January 18, 2021
2. Question due for Proposers Conference	Friday, January 29, 2021 12:00 P.M. EST
3. Proposer's Conference	Tuesday, February 2, 2021, 2:00 P.M. EST
4. Deadline for Receipt of Formal Proposals	Tuesday, February 25, 2021 11:00 A.M. EST
5. Begin formal Review Process of Proposals	Week of March 1, 2021
6. Written Notification of Intent to Award	Last week of April 2021
7. Final Contract Negotiations with Proposers	May/June 2021
8. Each Grant formalized and signed by	no later than June 30, 2021.

K. PRESENTATIONS

Any Bidder may be requested to make an oral presentation of their proposal to the review committee (or their authorized representatives) after the proposal opening. Such presentations provide an opportunity for the Bidder to clarify their proposal and to ensure mutual understanding. Oral presentations, if needed, are by request of the local boards only.

L. POLICY OF COMPETITION

Spartanburg County staff conducts all procurement transactions in a manner providing full and open competition. This RFP identifies all evaluation factors and their relative importance. All responses will be honored to the maximum extent practical. Technical evaluations will be made of all proposals received. Awards will be made to the responsible Bidders and firms whose proposals are most advantageous to the program.

It shall be the Bidder's responsibility to advise Ms. Lisa Coleman, Procurement Director, if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted via email to Lisa Coleman, Procurement Director, (lcoleman@spartanburgcounty.org) and must be received by Ms. Coleman no later than fifteen (15) days prior to the Grant Application opening date (February 25, 2021 at 11:00 A.M. EST). A review of such notifications will be made.

M. RESPONSIVENESS OF PROPOSAL

1. Proposals will be reviewed solely on the material they contain. No modifications, alterations, additions or substitutions to any proposals will be accepted from applicants after submission.
2. Any proposal that is not in typed form will be automatically considered nonresponsive and issued a score of zero by the review committee.
3. Any proposal that is not submitted with an original signature and ten (10) copies will be automatically considered nonresponsive and issued a score of zero by the review committee.
4. Any proposal that is considered non-responsive will be issued a score of zero by the review committee. A responsive proposal must include all required forms and a complete Proposal Response Package.

N. CONTRACT ADMINISTRATION AND NEGOTIATION

Contracts shall be awarded to responsive Bidder(s) whose proposals are determined to be most advantageous, taking into consideration the evaluation factors containing in this RFP. Spartanburg County, reserves the right to reject any and all proposals received. In all cases Spartanburg County will be the sole judge as to whether a Bidder's proposal has satisfactorily met the requirements of this RFP. Spartanburg County may require Bidder selected by the Board(s) to participate in cost negotiations, technical revisions or other revisions to their proposals to finalize the award. Spartanburg County may make a preliminary selection for Best and Final Bidder.

Terms and Conditions will be a part of all Contracts awarded. The State has not released Terms and Conditions for WIOA at this time but will be included as a part of contracts awarded. Terms and Conditions may be subject to changes as a result of changes in (1) Federal or State Code and/or Regulations, (2) local policy or (3) administrative procedure. Successful applicants must be able to obtain and submit, prior to finalizing the contract, insurance coverage, including liability insurance and bonding.

O. CONTRACT DURATION

All budgets submitted for activities under this RFP are to be for costs authorized under Public Law 113-128, Title I, in support of Adult, Dislocated Worker and One-Stop Operator functions incurred between **July 1, 2021 – June 30, 2022**. Proposed activities will be limited to those described in Title I. No guarantee for availability of these funds is made at this time.

PART II: SCOPE OF WORK

A. OVERVIEW

The Workforce Innovation and Opportunity Act (WIOA) developed from Vice-President Biden's job-driven training report. The report identified seven elements of the best practices to be integrated into the service strategies for employment and training programs. The "Job-Driven Checklist" is as follows:

- **Business Outreach/Employer Engagement –** Work up-front with employers to determine local or regional hiring needs and design training programs that are responsive to those needs.
- **Earn and Learn -** Offer work-based learning opportunities with employers – including on-the-job training, internships, and pre-apprenticeships and Registered Apprenticeships as training paths to employment.
- **Smart Choices –** Make better use of data to drive accountability, inform what programs are offered and what is taught, and offer user-friendly information for job seekers to choose what programs and pathways work for them and are likely to result in jobs.
- **Measurement Matters –** Measure and evaluate employment and earnings outcomes.
- **Stepping Stones –** Promote a seamless progression from one educational stepping stone to another, and across work-based training and education, so individuals' efforts result in progress.
- **Opening Doors –** Break down barriers to accessing job-driven training and hiring for any American who is willing to work, including access to supportive services and relevant guidance.
- **Regional Partnerships –** Create regional collaborations among American Job Centers, education institutions, labor and non-profits.

While the above outlines the core principles of the legislation, it is included in the RFP for understanding of those guiding principles and should not be interpreted that the Bidder would be expected to propose all of the tasks listed.

B. DESCRIPTION OF SERVICES

Adult and Dislocated Worker

Under WIOA, Adult and Dislocated Worker core and intensive services are collapsed into "career services" and there is no required sequence of services, enabling job seekers to access training immediately. Some of these services will be provided by partner organizations and programs currently in the SC Works (One-Stop) Center and others will be provided by the grant awarded from this solicitation. It is imperative that the successful Bidder excel in collaboration of resources to ensure the full array of services is available while having no duplication of services. *Career services* to be offered include:

- Eligibility Determination for funding and services
- Outreach, intake and orientation to the information and other services available through the One-Stop delivery system
- Initial assessment of skill levels (including literacy, numeracy, and English language proficiency) aptitudes, abilities (including skills gaps) and supportive service needs
- Job search and placement assistance and, in appropriate cases, career counseling, including –
    - Information on in-demand industry sectors and occupations, and nontraditional employment;
    - Appropriate recruitment and other business services on behalf of employers
- Referrals to and coordination of activities with partner programs and services
- Workforce and labor market employment statistics information, which includes job vacancy listings, job skills necessary for job openings; and information on local occupations in demand and the earnings, skill requirements, and opportunities for advancement within those career pathways

- Performance information and program cost information on eligible providers
- Information for the Center customers regarding the local performance accountability measures
- Information for the Center customers relating to the availability of supportive services or assistance provided by partners
- Referrals to supportive services or other needed assistance
- Information and assistance regarding filing claims for unemployment compensation
- Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs
- Other services needed for individuals to obtain or retain employment that consists of
    - Comprehensive and specialized assessments of the skill levels and service needs of adult and dislocated workers which may include but not limited to – diagnostic testing and use of other assessment tools; in-depth interviewing and evaluation to identify employment barriers; appropriate employment goals
    - Development of an individual employment plan, to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives;
    - Group counseling;
    - Career planning;
    - Short-term prevocational services, including development of learning skills, how to job search, connecting to community resources;
    - Soft skills training: communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training;
    - Internships and work experiences that are linked to careers;
    - Workforce preparation activities;
    - Financial literacy services;
    - Out-of-area job search assistance and relocation assistance; or
    - English language acquisition and integrated education and training programs, and
    - Follow-up services including counseling regarding the workplace, for participants in WIOA authorized activities who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate.

Training Services are described as:

- Occupational skills training, including training for nontraditional employment;
- On-the-Job training;
- Incumbent worker training (as authorized by the State Workforce Development Board and local Board)
- Programs that combine workplace training with related instruction, which may include cooperative education programs;
- Training programs operated by the private sector;
- Skills upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs;
- Job readiness training provided in combination with occupational skills training;
- Adult education and literacy including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with occupational training;
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training

Business Services

Though Business Services is an integral part of the Adult, Dislocated Worker and Youth service delivery, it is expected that the proposal will address how the Bidder intends to execute the Business Service aspect of the One-Stop (SC Works) system.

SC Works Centers shall offer a broad range of integrated services that are provided at no cost to eligible employers to support economic and workforce development efforts. The Business Services Team will be responsible for coordinating the following employer services with all necessary SC Works Partners:

- Coordinate delivery of services to employers among partners in the One-Stop System, Centers, and affiliate sites, WIOA Core partners (Adult, Dislocated Workers, Youth, Adult Education and Literacy, Wagner-Peyser, and Vocational Rehabilitation), and other One-Stop partners to achieve WIOA Business Services outcomes.
- Connect employers to the One-Stop system, gather business intelligence and assist in Regional Workforce partnership by developing relationships with local and regional businesses and other business focused organizations.
- Provide Strategic Industry Sector Services to the sectors identified by the local area and the greater region (includes Worklink and Upper Savannah).
- Provide services to the businesses in Upstate and Greenville County Workforce Development Areas (Cherokee, Greenville, Spartanburg and Union Counties).
- Develop an understanding of the needs and challenges of businesses in the local areas, and align resources to provide critical solutions in the local and regional economy.
- Promote career pathways communicating the benefits to employers of creating a talent pipeline through work-based learning opportunities.
- Deliver presentations to business and trade organizations regarding workforce related topics and services.
- Evaluate the workforce development, hiring, recruitment and retention needs of businesses, and develop solutions based strategies to meet those needs, including hiring events, career fairs and targeted position placements.
- Participate in layoff aversion activities in conjunction with SC Works partners to convene and provide Rapid Response Services to employees of businesses issuing WARN notices, including work to match employers that might be hiring with those employees who will be laid off.
- Assist employers in utilizing the SCWOS system to effectively recruit and select employees.
- Participate in community outreach events, job fairs, career fairs, and other opportunities for both employers and applicants to promote the SC Works system.
- Work with SC Works system partners to design and align high quality service delivery to both the business and job seeker customer.
- Provide reports of Business Service activities, deliverable and milestones to the local board staff as requested.
- Conduct outreach and collaboration that will result in successful work based learning opportunities for WIOA participants.
- Provide access to labor market data, demographic updates and job trends plus related information.
- Provide other information to employers such as: state and federal tax credits, Federal bonding, business start-up, retention and expansion services, etc.
- Other services as appropriate.

One-Stop Operator

The role of the One-Stop Operator is equivalent to that of a managing partner. In the role, the Operator identifies issues that need to be addressed that have to do with service delivery. The Operator works with co-located partners to form a solution. Certain workforce services are integrated into the framework of the One-Stop service delivery system and are provided through partner agencies under other funding sources. The Operator will be responsible for ensuring a seamless delivery of services from all partners in Cherokee, Greenville, Spartanburg and Union Counties.

1. Day to Day Operations

The Operator coordinates, facilitates, promotes, designs and expedites services for the SC Works Upstate and SC Works Greenville systems. Operations include the delivery of the full array of WIOA services to include required and non-mandated partners to all interested job seekers and employers in SC Works One-Stop Centers. The Operator will work to deliver a seamless system of partner services in the ULWAP 4-county area. Activities will include:

- Enforce ULWAP operational policies including hours of operations, data confidentiality, use of Personal Identity Information, proper equipment use, health and safety, emergencies, and service delivery.
- Coordinate with partners to ensure all common areas in the Center are staffed properly.
- Ensure all Centers and services are ADA and EO compliant.
- Coordinate the use of shared equipment (copiers, printers, necessary maintenance, etc.) and supplies (ink and toner) in the Center.
- Maintain updates to the Operations Manual for each Center and coordinate training as needed.
- Implement Centers' staff development plan that includes technical training for use of SCWOS, information sharing, and team building.
- Establish, disseminate and enforce Center policies and procedures.
- Evaluate Center activities for customer satisfaction, continuous improvement and measurement achievement.
- Ensure Partner delivery and effectiveness of services.
- Develop and implement new hire orientation to acclimate new partner employees to site procedures and policies.
- Address customer complaints in a timely and efficient manner.
- Possess a thorough knowledge of building lease terms to ensure compliance and act as a liaison to the landlord.
- Convene quarterly meetings of the One-Stop Partners.
- Provide reports of Center activities, deliverable and milestones to the local board staff as requested.
- Manage other day-to-day business and facility functions of the designated One-Stop Centers.
- Ensure quality service delivery to all customers.
- Maintain partner relationships and participate in existing grant commitments and community projects related to workforce development (as funding allows).

2. One-Stop Certification

The One-Stop Operator must achieve the major work components and standards necessary to acquire and maintain One-Stop Certification Standards (Management, Job Seeker and Employer Services). The Operator is responsible for coordinating with the local boards to ensure the system-wide standards are achieved and utilize

continuous quality improvement assessment tools to document success. Development of additional tools may be necessary to achieve and document measurements within the Certification Standards.

3. Outreach and Business Services Integration

The local boards have established a Business Services Lead. The Operator will employ the lead and work closely to achieve maximum results in a seamless delivery system. The Business Services Lead coordinates the various business services available through the Center partners through outreach to area professional organizations (Chambers, trade organizations, state level partners, etc.). The lead also serves as the manager of the Regional Business Service Team (ULWAP 4-county service area).

The Operator will provide support to this division and monitor the services delivered and shared across partners and seek process improvements. In addition, the Operator will be responsible to ensure all services are ADA and EO compliant. The Operator will maintain a copy of the Limited English Proficiency (LEP) Plan and maintain up to date ADA compliant equipment. The Operator will ensure staff understands and implements the LEP plan and uses the ADA equipment as needed.

C. CURRENT CENTER LOCATIONS

It is the expectation that centers will remain in their current locations. Moving or opening additional centers will require board approval. It is expected that centers will be open to the public Monday- Friday 8:30 A.M. to 5:00 P.M. EST.

ULWAP Comprehensive Centers:

SC Works Greenville
225 S. Pleasantburg Drive
Suite E-1
Greenville, SC 29607

SC Works Spartanburg
220 East Kennedy Street
Spartanburg, SC 29304

Affiliate Sites:

SC Works Cherokee
111- C Tiffany Park
Gaffney, SC 29341

SC Works Union
103 West Main Street
Union, SC 29379

SC Works Greer
202 Victoria Street
Greer, SC 29651

***The Greer office houses a single Adult/Dislocated Worker case manager in the Greer Relief location. This site does not offer any other SC Works programs.**

D. PERFORMANCE STANDARDS

The Bidder shall include performance outcomes that will be achieved consistent with federal performance standards and the performance expectations of the local boards. The boards expects the successful Bidder will propose performance outcomes, but more importantly, the response to this RFP must indicate how the combination of services proposed will achieve performance standards. The State negotiated Program Year 2020 and PY2021 performance measures with local areas. State measures for PY21 are as follows.

Adults

a. Employment Rate 2nd Q after exit- 78.70%
b. Employment Rate 4th Q after exit- 76.50%
c. Median Earnings 2nd Q after exit- $6,429.00
d. Credential Attainment within 4 Quarters after exit- 65.50%
e. Measurable Skills Gains- 50.50%

Dislocated Workers

f. Employment Rate 2nd Q after exit- 81.60%
g. Employment Rate 4th Q after exit- 78.50%
h. Median Earnings 2nd Q after exit- $7,400.00
i. Credential Attainment within 4 Quarters after exit- 60.50%
j. Measurable Skill Gains- 48.50%

E. ELIGIBILITY

There may be additional guidance issued in regards to participant eligibility for WIOA Adult and Dislocated Worker services. There are basic eligibility criteria for both participant groups:

1. 18 years of age or older
2. US citizen or eligible non-citizen
3. In compliance with Selective Service registration requirements (for male applicants)

Beyond these criteria, each program has separate eligibility requirements. For Adults, priority of service is given to Veterans in accordance with State and Federal definitions and requirements. Beyond Veteran priority, Adult program priority will be given for:

- Recipients of public assistance and other low-income individuals; and
- Individuals who are basic skills deficient.

The South Carolina Department of Employment and Workforce (SCDEW) implemented that 70% of newly enrolled individuals must be low income, to include public assistance recipients, or basic skills deficient.

Unlike WIA that invoked Priority of Service only when funds were limited, WIOA's Priority of Service is in place at all times.

For Dislocated Workers, Veterans are also given priority. Additionally, the Dislocated Worker program must meet one of the following:

1. An individual who has been terminated or laid off from employment, or received a notice of termination or layoff, and is eligible for, or has exhausted unemployment compensation, and is unlikely to return to previous occupation.
2. An individual who has been terminated or laid off from employment, or received a notice of termination or layoff, and has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings.
3. An individual who has been terminated from employment as a result of permanent closure of a plant or facility.
4. An individual who is employed at a facility that has made a general announcement that the facility will close within 180 days.
5. An individual who is self-employed, but is unemployed as a result of general economic conditions or a natural disaster.
6. An individual who qualifies as a displaced homemaker.

F. PARTICIPANT TIME AND ATTENDANCE

Successful Bidders will be required to document a participant's time and attendance throughout the period the participant is receiving training or services. Participants abide by the attendance policy of the training provider. Time sheets must be signed by the participant and verified by the case management through the training provider and maintained in the participant file.

G. PAYMENTS MADE ON BEHALF OF PARTICIPANTS

Participants may be eligible to receive supportive service payments and/or needs-based payments. Successful Bidders will be required to ensure that there are checks and balances between the maintenance of timesheets and other source documents. Failure to fully document the basis for issuing any of the payments may result in disallowed costs. Any disallowed cost related to client services will be the responsibility of the grantee.

H. INSURANCE FOR PARTICIPANTS

The South Carolina Department of Employment and Workforce (SCDEW) will provide accident insurance coverage for WIOA participants participating in program activities including classroom training, work experience and limited internships. The successful Bidder will be required to provide general liability insurance certificate coverage and provide verification annually as part of the compliance documents.

PART III: COST CATEGORIES & RELATED SERVICES

A. Cost Allocation Plans

Cost allocation plans that reflect the allocation of costs to the Adult and Dislocated Worker cost pools are required of all Bidders. A cost allocation plan is a methodology for identifying and distributing any joint costs related to a program, as well as any costs to be allocated under plans of other organizational units which are to be included in the costs of federally-sponsored programs. You will notice the required budget forms for this RFP are not broken out by funding stream because allocations are unknown at this time. However, we are interested in your methodology for distributing cost by funding stream. The final contract will clearly identify Adult and Dislocated worker funds.

B. Sustainability

The local boards are particularly interested in innovative approaches that show collaboration in addressing the holistic needs of the participants to be served. Special emphasis should be given to how the private sector will play a role in this initiative. The Bidder's connections to local employers and specific plans for addressing employers' needs and eliciting their investment in the system should be provided in the application. Bidders may choose to include a summary table of new initiatives that will be started with award of this grant to include projections of numbers of adults and dislocated workers that will be served each year and annual funding levels anticipated.

C. Reporting

The successful Bidder will be required to submit monthly payment invoice by the 10th calendar day of each month. Appropriate supporting backup documentation for the payment must be attached to each submitted invoice. In addition the Annual financial closeout report will be due to the local Administrative office no later than August 15. It is expected that the bidder will have a financial tracking system to track obligations and expenditures on a real-time basis. This should include Direct services to participants (training vouchers, supportive services, etc.) as well.

In addition, the successful Bidder will abide by all data entry requirements of the South Carolina Works Online Services (SCWOS) Users Guide. Local board staff will provide training to the successful Bidder on the operation of this system in regards to eligibility determination, reporting requirements, SCWOS forms, intensive services, case notes, performance, follow-up, etc. upon request. Successful Bidders are expected to comply with all Federal, State and Local instructions and guidance.

The successful Bidder must be familiar with the new OMB Circular 2 CFR 200 and be prepared to comply with the OMB Circular revisions contained within.

D. Monitoring and Evaluation

Successful Bidders will be required to develop internal monitoring procedures to ensure program operations are conducted in compliance with the WIOA and its Final Rules and Regulations.

PART IV: SPECIAL INSTRUCTIONS AND CONDITIONS

A. AMENDMENTS

If it becomes necessary to revise any part of the RFP(s), all amendments will be provided in writing to all Bidders. **Verbal comments or discussion relative to this solicitation cannot add, delete or modify any written provision. Any alteration must be in the form of a written amendment to all Bidders.**

B. CONTRACT TYPE

The local boards will consider two types of contracts either Cost Reimbursement or Fixed Price/Performance Based, as described below:

1. Cost Reimbursement. A contract or grant with a line item budget based on all authorized and legitimate costs to be incurred by the contractor in carrying out the approved training activity. The contractor is reimbursed for actual expenses according to the approved line item budget.

2. Fixed Price/Performance Based. A fixed price contract is an agreement in which full or partial payment held until performance of clear outcomes occurs such as job placement and/or the attainment of six (6) month employment retention. Such a contract is negotiated based on submission of a line-item budget and definite benchmark payments in response to this RFP. Bidders submitting fixed price/performance based proposals must complete a line item budget and a proposed payment schedule or risk being declared non-responsive. The line item budget must show actual cost and must include profit when applicable. Profit is to be separately identified and shown in a designated line item as appropriate. All fixed price/performance based contracts will be negotiated based on the Bidder's proposed performance levels. Therefore, the Contractor will earn the full-negotiated fixed price only upon achievement of these levels.

   Criteria for profit must be verified and validated by board staff. Criteria for profit may be used to evaluate the Bidder request for payment of profit. Payment of profit to the Bidder may be payable on a monthly, quarterly, mid-year or end of the year (close-out) basis. Criteria for profit may be negotiated with the selected Bidder.

C. MULTIPLE PROPOSALS

Proposals must be submitted to provide services/activities in the ULWAP 4-county region. One service provider/operator will be awarded. We will not accept proposals for a portion of services.

D. COPIES TO BE SUBMITTED UNDER SEAL AND AUTHORIZED SIGNATURES.

Each Bidder is to submit an original and ten (10) total copies of their proposal. One with original signatures that is clearly stamped or marked with the word "ORIGINAL". Each copy of the proposal and all supporting documents should be unbound and 3 hole punched in a single volume. The name of the Bidders organization, name of person submitting the proposal, type of proposal submitted, "Request for Proposal 2021024" and the RFP date must be typed or written on the envelope or wrapping containing the proposal. The pages of the proposal must be numbered and the font size should be at least 12 point.

E. REQUIRED SIGNATURE

Each grant application must be signed by an official authorized to contractually bind the Bidder and commit to the provisions of the proposal. Unsigned proposals will be rejected. The proposal shall include a statement to the effect that the request is firm for a period of at least 90 days from the closing date for submission.

F. ADMINISTRATIVE FISCAL CAPABILITIES

The Bidders administrative fiscal capabilities will be assessed by a review of the completion of the Bidders Response Package. Before contracts are finalized, local board representative(s) will complete a Pre-Award survey and may visit the offering entity to affirm certain items. Any discrepancies found will be brought to the attention of the review committee prior to contract finalization and may affect award of a contract.

In general, Bidders who are awarded a contract will be required to maintain records for a time period sufficient to cover federal administrative timelines.

G. DOCUMENTS REQUIRED OF SELECTED PROPOSERS

Before contracts are finalized, selected applicants shall provide additional compliance information to Spartanburg County including: federal ID number; list of Board members, charter and bylaws; certification of signatory authority; banking arrangements; current fiscal statement and most recent audit; bonding agreement; indirect cost plan (if applicable); suspension and debarment certification; certification of a drug free work place; grievance procedures; and, staff, personnel and travel policies. Some of the items mentioned above must be submitted with the proposal.

A Proposal received by Spartanburg County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped as CONFIDENTIAL, in bold font of at least 12-point type, in the upper right hand corner of the page. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or agents for its determination in this regard.

H. TIME FRAME

All budgets submitted for activities under this RFP are to be for costs authorized under Public Law 113-128, Title I, in support of Adult, Dislocated Worker and One-Stop Operator Activities incurred between **July 1, 2021 – June 30, 2022**. No guarantee for availability of these funds is made at this time. The awarding agency's funding obligations under any agreement are contingent upon receipt of funds from the USDOL/State allocation within the awarding agency's total jurisdiction. The awarding agency is in no way obligated for any funds not received nor any decrease in funding required by allocation formulas.

I. INDIRECT COSTS

All Bidders who include indirect costs in their application budget must have an indirect cost plan approved by their cognizant agency. However, this may be negotiated in the awarded budget based on final WIOA allocations for Program Year 2021.

J. DISCUSSION/NEGOTIATION

By submission of a proposal, Bidders agree that during the period following issuance of a proposal and prior to final award of contract(s), the Bidder shall not discuss this proposal request with any party. All communication must be with Spartanburg County Procurement Director, Ms. Lisa Coleman. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of their proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Bidders.

K. PROHIBITION OF GRATUITIES

Bidders and their representatives as well as officials who review and make judgments on any award made as a result of this RFP are prohibited by South Carolina law as amended at Section 8-13-420 from making or accepting any compensation or promise of future employment to influence any action, vote, opinion, or judgment.

L. APPEAL/PROTEST POLICY

Proposers who are aggrieved in connection with the solicitation or award of contract may protest in accordance with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Procurement Office within seven (7) calendar days of the Intent to Award Notice.

NOTE: The appeal process is established to provide recourse for Bidders who think that their proposal did not receive proper consideration. Bidders entering an appeal should be prepared to document specific facts that put the aggrieved Bidder at a competitive disadvantage and document violation of specific sections(s) of the Act or Regulations. Bidders cannot appeal simply because they believe their program to be superior to any selected. Spartanburg County reserves the right to refuse to consider any appeal that does not identify specific procedural shortcomings.

M. PROPOSER'S RESPONSIBILITY

All Bidders are responsible for understanding conditions relating to the scope and restrictions of work to be done as a result of this request. The failure of Bidders to acquaint themselves with instructions, conditions, and information relative to the RFP and its scope of work does not relieve them of any obligation with respect to this request or to the contract.

N. AFFIRMATIVE ACTION

Bidders who are awarded contracts will comply with all Federal and State requirements concerning fair employment. As a condition to the award of financial assistance under WIOA, the grant applicant assures that it will comply with nondiscrimination and equal employment opportunity provisions of WIOA with respect to the operation of WIOA programs or activities.

O. OPTIONS TO EXTEND

Based upon funding availability, the boards may extend a contract period of performance if it appears to be in the best interest of both boards and is agreeable with the contractor. If performance is satisfactory and grant administration is found to be in compliance with all program regulations, the Grant may be extended on a year-by-year basis for up to three additional years. The boards may adjust slot levels; number of participants served; and/or associated costs at any time during the contract period.

P. STAFF QUALIFICATIONS

For each proposed staff position, the Bidder must provide education and experience requirements and performance standards that staff will be expected to meet. Bidders should address special computer and technological skills of staff persons that will be essential to efficient use and maintenance of the WIOA customer tracking system. The Bidder should provide information on WIOA-relevant workshops, conferences, seminars, professional organizations and/or other activities key staff members have participated in over the past two years to stay abreast of current and best practices in the employment and training field. For vacant staff positions, Bidders should attach a statement of their commitment to hire qualified staff and to ensure that staff will stay current and knowledgeable in all areas associated with their job responsibilities. If the staff person is known, a resume for that individual should be attached to the job description(s).

The ULWAP area is committed to continuous improvement and as such encourages staff development and training opportunities for professional staff. In addition to attendance at State and Regional conferences, the ULWAP area seeks to fill staff positions with highly qualified and certified individuals. Appropriate workforce

professional certifications are available at a number of vendors. It is expected that case managers will be certified as Career Development Facilitators (CDF) or Certified Workforce Development Professionals (CWDP).

Q. AUDIT/MONITORING EXCEPTIONS

No contracts will be finalized with approved Bidders who have outstanding audit resolutions and/or monitoring exceptions unless negotiations have been initiated and the board staff determines that a resolution is forthcoming. Funding under this RFP may be decreased by an amount equal to costs disallowed as a result of any prior financial and compliance audit, monitoring, or otherwise.

R. FORMAT FOR PROPOSAL

Proposals are to be designed to provide the board with a straightforward presentation of the Bidder's ability to satisfy the requirements of this RFP. Bidders must address the technical and cost factors associated with the proposal. The proposal must, therefore, be prepared in accordance with the format outlined in the Evaluation Criteria, Technical Response Package and Budget Response Package. Elaborate brochures and other promotional materials are not desired.

S. ERRONEOUS PROPOSAL

Correction or withdrawal by the Bidder of an inadvertently erroneous proposal, before proposal opening or withdrawal by the Bidder of an inadvertently erroneous proposal afterwards based on such mistakes, may be permitted. Each written request to correct or withdraw a Grant application must document the fact that the Bidder's error would cause him substantial loss.

T. PROPOSAL AND PRESENTATION COSTS

The Bidder will bear all costs associated with the preparation and any oral presentation of the proposal. The boards will pay on behalf of its own employees and agents the cost of all reasonable travel and living expenses associated with evaluation visits to a Bidder's location (if deemed necessary).

U. PROPOSAL CONSTITUTES OFFER

By submitting a proposal, the Bidder agrees to be governed by the terms and conditions as set forth in this document, in the Workforce Innovation and Opportunity Act and any changes in the WIOA Federal Regulations. Any proposal containing variations from the terms and conditions of this RFP, at the sole discretion of Spartanburg County, may be determined unresponsive. Any inconsistencies between the RFP and other contractual instruments shall be governed by the terms and conditions of the RFP, except where subsequent amendments to any award resulting from this RFP are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.

V. LOCAL BOARD RIGHTS AND OBLIGATIONS

The local boards reserve the right to select such Bidders which it deems appropriate and are not bound to accept any proposal based on price alone, further reserving the right to reject any and all proposals if it is deemed to be in the best interest of the ULWAP Area. The Greenville County Workforce Development Board, Upstate Workforce Board, Spartanburg County nor any agent thereof, on behalf of the ULWAP Area will be obligated in any way, by any Bidder's response, to this RFP.

W. SPECIFICATIONS MANDATORY

In order to have an acceptable proposal, the Bidder shall meet all of the specification requirements set forth in Parts I-VI and the Budget Sheets of this RFP. By incorporating these specifications into the proposal the Bidder is agreeing to comply with them, subject to acceptance by Spartanburg County of any amendments submitted by the Bidder.

X. SUBCONTRACTS/SUBTIER AGREEMENTS

If the Bidder plans to subcontract any activities or funds pursuant to an award, a copy of the proposed subcontract agreement must be attached as a part of the proposal. No part of a proposal (or subsequent contract) may be subcontracted without prior written approval by both boards. The Bidder in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, Spartanburg County and Greenville County is in no way liable to the subcontractor.

Y. CONTRACT AWARD

Contracts shall be awarded to responsive Bidder(s) whose proposal are determined to be most advantageous, taking into consideration the evaluation factors set forth hereinafter. However, the right is reserved to reject any and all proposals received, and in all cases Spartanburg County will be the sole judge as to whether a Bidder's proposal has or has not satisfactorily met the requirements of this RFP, as governed by the SC Consolidated Procurement Code and Regulations. Terms and conditions that are included in this RFP will be part of all Contracts awarded. Terms and Conditions may be subject to changes as a result of changes in (1) Federal or State Code and/or Regulations, (2) local policy or (3) administrative procedure. Notice will be mailed to Bidders, informing them of the success or lack thereof, of their proposal to receive an award.

Z. ADDITIONAL INFORMATION

The following items do not need to be considered when making a proposal. These items have been purchased previously and will be available once the contract is awarded.

- Equipment/Furniture in SC Works Centers – desks, chairs, computers for staff, phone system and copier, meeting space/classroom furniture (conference tables, chairs, computer labs).
- Estimated funds for this project range between $1,800,000.00 - $2,700,000.00
- It is preferred that bidders designate 30% of the proposed budget towards training and supportive services.

ATTACHMENTS

PROPOSER'S RESPONSE PACKAGE

SECTION 1	Evaluation Criteria
SECTION 2	Organization Experience and Financial Information
SECTION 3	Budget Response Package

SECTION 1: EVALUATION CRIETERIA

Narrative Instructions

In order to provide a clear vision of the program design and planned outcomes, please address all of the following in order:

- **Executive Summary** – a brief summary highlighting details (no more than 2 pages)
- **Main Purpose** – a mission statement or statement of intention
- Goals/Objectives/Performance Outcomes **– Describe the recruitment process and plan to recruit while completing the service plan for WIOA participants. This should include the number of participants to be served and projected performance levels of performance.**
- **Target Group(s)** – Identify any target groups and the number of each to be served.
- **Staffing Plan** – describe the range of activities to be performed by the staff. Include a job title and job description for each WIOA funded position proposed along with any minimum qualifications. If the identity of the staff member is known, please include his/her resume. If the position has no staff member identified, please note. It is imperative that the successful Bidder employ professional staff that is committed to staying current in all areas associated with his/her job responsibilities. Right of First Refusal to staff will be required for any Bidder during the contract negotiations.
- **Facilities** – It is expected that the program(s) operate within the SC Works Centers in the ULWAP area. At this time there are five - one located in each of the service counties. 2 of the centers are considered Comprehensive (Greenville and Spartanburg). The other 3 centers are considered affiliate sites (Cherokee, Greer, and Union). Describe what activities will be provided in the Center(s). Please note the Greer site only houses one Adult/DW case manager, and it does not currently deliver any other SC Works services.
- **Partnerships** – Describe any partnerships that will be used in the project. Who is involved? What are the roles and responsibilities of each partner? Include letters of support from the partners and any MOAs already in place. Describe how you will coordinate services and collaborate with the WIOA required partners and other added partners as appropriate.
- **Description of the Proposer** – What is the legal name of the organization, the legal status, and main purpose? How is the organization funded? Include an organizational chart showing lines of authority.
- **Experience** – Outline specific programs the organization has operated funding during the last three years that demonstrates experience in operating similar projects. Give program descriptions, funding sources, performance information and references. If the relevant experience has not occurred in the last three years, include the following:
    - number of years for each population
    - coordinated activities with schools, faith-based and/or community organizations, and business/employers operating those programs and your role with those partnerships
    - Data demonstrating past experience and performance for each population in the proposal
    - Reporting documents used in past experiences
    - Success indicators for previous experience
    - Location where the service was provided. Describe the accessibility, security, program requirements.
- **Administrative Capacity**- Describe the process the organization uses to capture and report information on program participants. What monitoring and evaluation of program operations and staff are routinely carried out?
- **Fiscal Capacity** – Describe the process used to capture and report fiscal information. What systems are in place to ensure fiscal accountability and appropriate expenditure of funds?
- **Subcontracts** – Are there plans to subcontract for services and activities within the proposal? If so, describe the nature of the subcontracts, the subcontractor, the services to be provided by subcontractor and the planned cost.

- **Program Description** – Describe the overall plan of service for any activity proposed. How will you recruit? What will be the customer flow? Which services will you coordinate with partner resources and which will you provide directly? Describe how the activities will be provided. How will you address Career Pathways and focus on the priority clusters? How will you increase the number of industry recognized credentials within the clusters of training? How will you blend skills training with work-based learning? How will you address the focus on financial literacy services? Are you prepared to work with English language learners? How are you planning to provide One-Stop Operator Services?

Budget Instructions

The Budget Summary is a summary of allowable cost objectives by line item. Each of the following worksheets is summarized on this worksheet to establish a project total.

The Staff Salaries, Fringe Benefit and Indirect Cost Worksheet present a detailed cost of individual allowable costs by line item. This sheet details the number of staff positions by job title or staff member, associated fringe benefits and indirect cost fee for the project.

Profit Sheet (if applicable) details what items profit is charged on and provides a summary of how profit is figured.

PART 2: EVALUATION CRITERIA

The local boards will identify one eligible provider of Adult, Dislocated Worker activities and One-Stop Operator in the local area by awarding grants or contracts on a competitive basis and in consideration of recommendations of the review committee.

The proposal review committee will evaluate the project proposals received based on the evaluation criteria included in this solicitation. Proposals receiving the minimum score to be considered (70) will be discussed by the review committee to determine best fit for the area's need in regard to service area, program elements to be provided and budgetary concerns. The committee will make a recommendation of funding to the Upstate Workforce Board as well as the Greenville County Workforce Development Board. The Boards will take action on the Committee's recommendation. It is at the sole discretion of the Upstate and Greenville Workforce Boards which proposal(s), if any, may be selected. It is expected that there will be a sole provider for all services in all four counties.

The criteria that will be used to evaluate proposals are below with respective point values. An application must achieve an aggregate score of 70 to be considered for funding.

A. Program Effectiveness — Weight 30

1. Are the target groups clearly identified? Does the Bidder identify recruitment strategies?
2. Is there a clear description of the scope of the program?
3. Does the Bidder intend to operate within the SC Works Centers? Are additional satellite locations necessary?
4. Does the proposal describe partners that will be used? Are the roles clearly defined? Are there letters of support included?
5. If the proposal includes subcontracts, are the agreements fully described?
6. Does the organization have the ability to provide or arrange appropriate supportive services or financial assistance in accordance with the service strategy?
7. How does the Bidder plan to provide services? Does the Bidder have a plan for monitoring project success? Participant/Center success?
8. Does the proposal present a logical plan for participants transitioning to the new provider and continuing his/her employment plan?
9. Does the proposal show effective strategies for providing participants a sustainable career and not remedial unsustainable jobs?
10. Does the proposal include utilization of labor market information and career pathway information to drive training priorities? Does the proposal address sector strategies?
11. Does the proposal include a strong follow-up component to ensure success for participants after exit?

B. Performance (Demonstrated/Projected) — Weight 20

1. Has the Bidder clearly outlined the goals and objectives of the program? Are the outcomes acceptable?
2. Did the Bidder demonstrate understanding of benchmark goals as indicators of the program objectives? Did the Bidder include goals to monitor the success of the project?
3. Does the Bidder have successful experience in serving the eligible population with services related to education and employment goals?
4. If the Bidder is a current provider, is the current grant successful in terms of performance outcomes and/or monitoring visits?

C. Proposer's Qualifications — Weight 20

1. Does the Bidder have the organizational structure to administer the proposed project?
2. Does the Bidder meet the WIOA requirements to bid on the proposed project?
3. Does the Bidder have the background and experience in providing training services of a local community?
4. Does the proposal include an organizational chart and job descriptions for all budgeted staff?
5. Does the proposed staff have appropriate experience to provide the services of the project? If positions are vacant, does the proposal demonstrate an ability to recruit professional staff to operate the project on the proposed timeline?

D. Fiscal Responsibility — Weight 20

1. Has the Bidder demonstrated ability to safeguard federal funds? Could the Bidder repay disallowed costs if disallowances are made during the monitoring of the grant?
2. Does the Bidder have a history not characterized by fraud and/or criminal activity of a significant nature? Has the Bidder not had a history of failure to comply with audit, monitoring, or reporting requirements?

3. For Fixed Price – Performance Based proposals, does the proposed payment schedule reflect payment based on achievement of recognized performance goals that are documented?
4. Are the costs reasonable for the activities to be provided and performance outcomes to be achieved?
5. Is the budget detailed and accompanied by a budget narrative?

E. General Responsiveness **Weight 10**

1. Does the application demonstrate an understanding of information requested and conform to the requirements of the RFP?
2. Does the proposal demonstrate an understanding of the guiding principals of WIOA?
3. Is the response complete with the items requested?
4. Is there internal consistency of data presented?
5. Is the Executive Summary clear and concise?

SECTION 2:
APPLICANT'S ORGANIZATION, EXPERIENCE AND FINANCIAL INFORMATION

Information regarding the following items shall be furnished in sufficient detail to allow a full and complete business evaluation. If a question is not applicable or the answer is none, it should be annotated as such.

A. Name of Agency or organization, phone number and mailing address. If a non-governmental agency, provide the name under which you are incorporated.

_____
Name

_____
Address

_____
Phone No.

B. Description of Method and System of Accumulating Costs under Government Contract subject to Audit.

1. **Has your Accounting System been approved by any Government Agency?**

   Yes_____No_____ If yes, name and location of Government Agency:

2. **Cost Accounting System** (General Description):

3. What was your overhead rate for your last completed fiscal year?

4. Has your indirect cost rate(s) been evaluated and accepted as current bidding rates by any Government Agency? Yes_____No _____

5. Provide a general description of purchasing procedures used, including comments on selection of sources, treatment of purchase discounts, and make or buy policy should be provided.

C. Does your company have all the necessary personnel, experience, and equipment to perform the work required or the resources to obtain such work and is your agency prepared to perform and complete the contract within the prescribed time frame? **Make a definite statement:**

D. Organization's Structure and Experience

1. **Organizational Chart**. **ATTACH** a current organizational chart that outlines administration of proposed project. Include lines of authority and supervision for program operation.

   a. After the award of a contract, all suitable employment openings must be listed with the local office of the S.C. Department of Employment and Workforce.

   b. Changes in the approved listing of key staff represent a contract modification and should not be made without prior notification to the ULWAP Administrative staff. Notification must be submitted in writing to ULWAP Administrative staff prior to any staffing changes.

SECTION 3

BUDGET RESPONSE PACKAGE

Use Microsoft EXCEL budget sheets provided as an attachment to this RFP.

INSTRUCTIONS TO PROPOSERS

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.

2. Show trade name or brand of any article included in the specifications.

3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, please indicate such in writing at the time of submission of the sample.

4. Proposals must be submitted on this form. Proposals made otherwise will be subject to rejection.

5. Lump sum proposal price must include the amount of **ALL FEES** charged by Proposer. Proposals that do not include all fees will be rejected.

6. Lump sum proposal price must include the amount of **ALL TAXES**, including any South Carolina state sales tax and any use tax which may be owed by Spartanburg County as a result of this Proposal. Proposals which do not include all taxes will be rejected.

7. Lump sum proposal price must include **ALL COSTS OF TRANSPORTATION AND DELIVERY** to the required destination. Proposals which do not include all costs of transportation and delivery will be rejected.

8. This Proposal is subject to the Spartanburg County Procurement Ordinance, this Request for Proposal (RFP) and the attached County contract.

9. If someone other than an officer of the corporation/company will be signing the contract, a corporate/company resolution **MUST** be attached to the proposal authorizing the individual to sign. Proposals that do not include a corporate/company resolution, when required, will be subject to rejection.

10. This RFP provides basic information regarding the County's requirements. Items that are not specifically requested in this RFP, but are necessary to provide the goods/services requested, must be included in the Lump Sum Proposal Price.

PROPOSAL FOR RFP # 2021024

UPCOUNTRY LOCAL WORKFORCE AREA PARTNERSHIP (ULWAP)
ADULT, DISLOCATED WORKER TRAINING ACTIVITIES
AND ONE-STOP OPERATOR

Proposer has examined this Request for Proposal, the Advertisement for this Request for Proposal, and the following Addenda (receipt of which is hereby acknowledged):

Company Name: _____

By: _____ (Signature)

_____ (Printed Name)

Title: _____

Date: _____

Address: _____ Email: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

□ Check box if corporate/company resolution attached (See Instruction 9 above).

Addenda Number: _____ **Date: _____**

Addenda Number: _____ **Date: _____**

Addenda Number: _____ **Date: _____**

Addenda Number: _____ **Date: _____**

Exhibit C

Sample of Corporate / Company Resolution

A RESOLUTION

FOR THE PURPOSE OF AUTHORIZING _____ TO EXECUTE AN CONTRACT WITH SPARTANBURG COUNTY

WHEREAS, _____ will or has submitted a bid/proposal to Spartanburg County for the purpose of providing goods or services; and

WHEREAS, _____ may be or has been awarded a contract to provide good or services to Spartanburg County; and

NOW THEREFORE BE IT RESOLVED that the Board of Directors (or other appropriate governing body) of _____ does hereby approve and authorize _____ (Name of Individual) to execute a contract with Spartanburg County in an amount not to exceed $_____.__.

ADOPTED AND APPROVED this ____ day of _____, 20__.

[INSERT NAME OF ORGANIZATION]

ATTESTED

_____ By: _____ (signature)

_____ (printed name)

Title: _____

Exhibit D

EVALUATION / AWARD CRITERIA

Note: The proposals will be publicly opened. Only the names of the proposers and prices will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the agreement. Proposals must be clearly marked *"CONFIDENTIAL"* for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, *as amended* ("South Carolina Freedom of Information Act"). If any part is designated as *"CONFIDENTIAL"*, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure.

Spartanburg County shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and any oral discussion, select the proposer best qualified for the project and which is most advantageous to Spartanburg County, based on the following factors listed below.

Proposers must achieve an aggregate score of 70 or above to be considered for funding.

- Program Effectiveness: 30%
- Performance (Demonstrated/Projected): 20%
- Proposer's Qualifications: 20%
- Fiscal Responsibility: 20%
- General Responsiveness: 10%

Spartanburg County reserves the right to accept and/or reject any and all proposals received as a result of this request, and to negotiate with any and all qualified proposers. An award resulting from this request shall be made to the responsive and responsible proposer whose proposal is determined to be in the best interests of Spartanburg County, taking into consideration the cost and the evaluation factors set forth herein. Spartanburg County will be the sole judge as to whether a proposal has satisfactorily met the requirements of this request for proposal.

Representatives of Spartanburg County will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with Spartanburg County may be considered as an unqualified source and their proposal may be rejected. Spartanburg County reserves the right to exercise this option as is deemed proper or necessary.

Exhibit E

Spartanburg County

Proposer's Fraud Acknowledgement Form

RFP No: 2021024
Proposal Name: Upcountry Local Workforce Area Partnership (ULWAP) Adult, Dislocated Worker Training Activities and One-Stop Operator
Proposer Information: Proposer: _____ Address: _____ City, State, Zip: _____ Contact: _____ Telephone: _____ Email: _____

The signature below acknowledges that I am aware of and have read the Spartanburg County Fraud Policy adopted by Spartanburg County Council on July 18, 2005. As a Proposer engaged in a business relationship with Spartanburg County, I understand that I am responsible for aiding in the protection against fraudulent acts (which are defined in the Fraud Policy) by complying with all aspects of the Fraud Policy.

_____
(Name of Corporation or Entity)

By: _____ (Signature)

_____ (Print name)

Title: _____

Date: _____

Copies of Spartanburg County's Fraud Policy can be obtained as follows:

1. Spartanburg County's website at www.spartanburgcounty.org under the link to Auditor/Internal.
2. Request a copy from the Internal Auditor at 864-596-3538.

Exhibit F

DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies on behalf of the company listed below that it is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 23, 2003, 68 FR 66534).

_____
(Name of Corporation or Entity)

By: _____ (Signature)

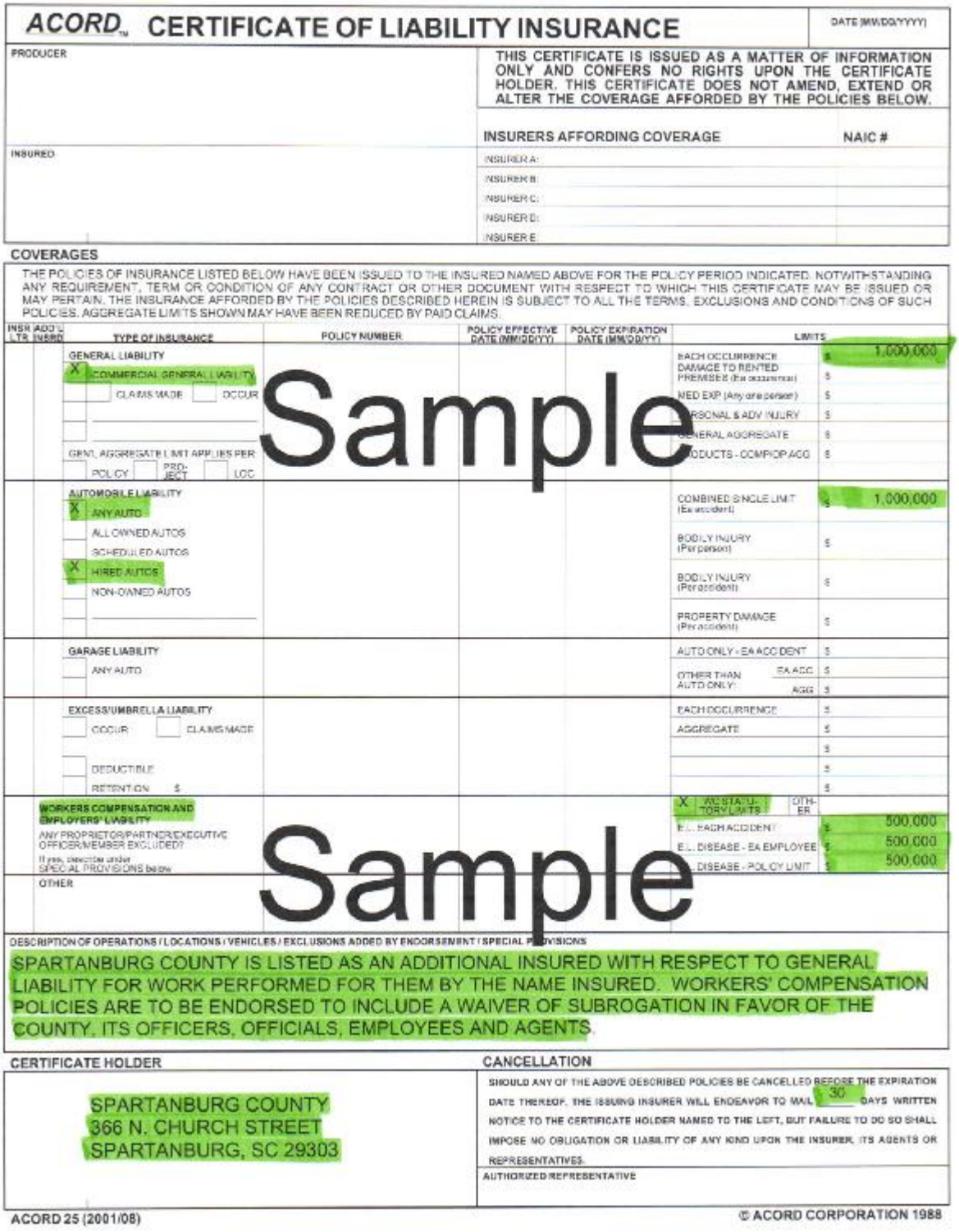
_____ (Print name)

Title: _____

Date: _____

Exhibit G

EXAMPLE OF CERTIFICATE OF INSURANCE



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE — NAIC #

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC				EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS-MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000
		OTHER				

Sample

Sample

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SPARTANBURG COUNTY IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY FOR WORK PERFORMED FOR THEM BY THE NAME INSURED. WORKERS' COMPENSATION POLICIES ARE TO BE ENDORSED TO INCLUDE A WAIVER OF SUBROGATION IN FAVOR OF THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS.

CERTIFICATE HOLDER

SPARTANBURG COUNTY
366 N. CHURCH STREET
SPARTANBURG, SC 29303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

Exhibit H

EXISTENCE OF SUBCONTRACTORS FORM

Will you subcontract any part of this Work? Yes ____ No ____ If so, please list the names, addresses and licenses of the subcontractors to be used for the portions of the work listed below.

1. SUBCONTRACTOR NAME _____

   SUBCONTRACTOR DUTY _____

   TYPE OF LICENSE: _____
   (Attach copy of subcontractor license)

2. SUBCONTRACTOR NAME _____

   SUBCONTRACTOR DUTY _____

   TYPE OF LICENSE: _____
   (Attach copy of subcontractor license)

3. SUBCONTRACTOR NAME _____

   SUBCONTRACTOR DUTY _____

   TYPE OF LICENSE: _____
   (Attach copy of subcontractor license)

4. SUBCONTRACTOR NAME _____

   SUBCONTRACTOR DUTY _____

   TYPE OF LICENSE: _____
   (Attach copy of subcontractor license)

Exhibit I

EXPERIENCES/ REFERENCES

List five jobs, similar in size, completed by Proposer, within 100 miles of Spartanburg County, **for Governmental entities**. List dollar amount, brief description reference name and phone number for each job.

a: Name of Project: _____

Owner/Engineer: _____

Telephone No.: _____

Address: _____

Date Started: _____ Date Completed: _____

Value of Contract: _____

Project Description: _____

b: Name of Project: _____

Owner/Engineer: _____

Telephone No.: _____

Address: _____

Date Started: _____ Date Completed: _____

Value of Contract: _____

Project Description: _____

c: Name of Project: _____

Owner/Engineer: _____

Telephone No.: _____

Address: _____

Date Started: _____ Date Completed: _____

Value of Contract: _____

Project Description: _____

d. Name of Project: _____

Owner/Engineer: _____

Telephone No.: _____

Address: _____

Date Started: _____ Date Completed: _____

Value of Contract: _____

Project Description: _____

e. Name of Project: _____

Owner/Engineer: _____

Telephone No.: _____

Address: _____

Date Started: _____ Date Completed: _____

Value of Contract: _____

Project Description: _____

Exhibit J

County Of Spartanburg, SC

VENDOR LIST APPLICATION

FOR OFFICE USE ONLY:

VENDOR #: _____

Company Name: _____

(MUST MATCH THE NAME THAT WILL APPEAR ON INVOICES & W-9 SUBMITTED FOR PAYMENT)

Mailing Address: _____

Physical Address: _____

Payment Remittance Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____ Title: _____

Telephone: (_____)-_____-_____ Extension: _____

Fax No. (_____)-_____-_____: E-Mail: _____

Federal Tax ID number: _____ **Is this a personal Social Security #? yes _____no _____**

(NOTE – A completed W-9 Form must be returned with this application)

Is this a Corporation? Yes ___No___ Small Business? Yes___ No___ Owned by- Male__ or Female___

Physical Presence in S.C.? Yes ___ No___ Method of Delivery: ___UPS ___FedEx ___Other

SC Retail License ___, or SC Sales Tax ___, or SC Use Tax___ Number_____

Minority Vendor? Yes_____ No_____ (If yes, attach Certification Certificate.)

CATERGORY FOR SERVICES OFFERED (CHECK ALL THAT APPLY)

Architecture/Engineering	☐	**Environmental Services**	☐	**Maintenance Repair**	☐
Auto – Parts/Repairs/Body Shop	☐	**Equipment Rental**	☐	**Medical Supplies**	☐
Clothing/Uniforms	☐	**Inmate Services**	☐	**Printing**	☐
Construction - Major	☐	**Information Technologies**	☐	**Safety**	☐
Construction – Minor	☐	**Landscaping**	☐	**Tele Communications**	☐
Copier/Printer Equipment	☐	**Law Enforcement**	☐	**Trade Contractors – HVAC/Plumbing/Electrical**	☐
Other (not listed)	☐	**{describe}**			

Provide a brief commodity/service description of your business:_____

_____

_____

NOTE: Placement on the bidders list is a service provided for your convenience. Inclusion is not a binding assurance of future solicitation. To insure bid participation, check our official website at www.spartanburgcounty.org to review posted projects that may be of interest to you.

INSURANCE: General Liability & Worker's Compensation coverage is required for vendors that perform work for Spartanburg County. If not required by South Carolina State Law to have Worker's Comp, a waiver must be submitted.

Return this completed form and W-9 to:

Mail: Spartanburg County, Purchasing Department, PO Box 5666, Spartanburg, SC 29304 or Fax: 864-596-2297

ALL PURCHASES MUST BE MADE WITH SIGNED PURCHASE ORDER PRIOR TO AN ORDER BEING PLACED

Exhibit K

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Exhibit L

SPARTANBURG COUNTY
WORKERS' COMPENSATION
STATEMENT OF INDEPENDENT CONTRACTOR

I, _____, (_____) owner of
(Name of Contractor) (Federal ID# or SSN)
_____ hereby make the following statement about
(Name of Business)
my relationship with Spartanburg County:

1. I employ three or fewer people and I understand that I am not required by state law to carry workers' compensation insurance.
2. I have agreed to perform certain contract work for Spartanburg County. That work is:

   _____
   (Brief description of work you are contracted to do)

   When I complete the work, I will then expect to be paid _____ (Amount) in a lump sum. Neither I, nor my employees, will be paid by Spartanburg County on an hourly basis.
3. To the extent that I need equipment or supplies to perform the work I have been contracted to do, I have my own equipment and supplies that I will use to perform the work. I will not use any equipment or supplies owned by Spartanburg County.
4. I will start and stop work and perform the work according to my own methods, means, plans and desires. I will not be supervised or instructed on how or when to perform the work. As long as I complete the work in a workman-like manner and to the satisfaction of Spartanburg County by the agreed time, I can and will do the work when I desire and in the manner I desire. I also understand that if I do not perform to the level of expectation or in a timely manner, that failure will be a breach of contract. I cannot be "fired" because I am not an employee.
5. I do not expect Spartanburg County to withhold any amount that is due me to pay for state or federal income taxes, Social Security contributions, or Employment Security or Workers' Compensation premiums. I expect to receive a 1099 from Spartanburg County at the end of the year showing the amount I received this year from my contract work.
6. When I complete the work that I have agreed to do and receive the payment to which I am entitled, according to the contract, which will terminate my working relationship with Spartanburg County on this contract.
7. My employees and I are not entitled to workers' compensation benefits under Spartanburg County Workers' Compensation coverage.

_____
Signature

_____
Date

Exhibit M

SPARTANBURG COUNTY CONTRACT FOR GOODS AND SERVICES

THIS CONTRACT is made this ____ day of _____, 20___ by and between SPARTANBURG COUNTY, a political subdivision of the State of South Carolina, hereinafter referred to as the "COUNTY"; and, _____, a _____Corporation, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE FOR AND IN CONSIDERATION of the mutual promises stated in this Agreement, the COUNTY and CONTRACTOR agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS:

1.1. The documents listed in Section 1.2 of this Article shall constitute the contract documents. These contract documents shall represent the entire agreement and understanding between the parties. All other statements, discussions and negotiations, whether oral or written, are hereby merged into these contract documents. Any oral or written understanding not incorporated in these contract documents is not binding on any of the parties. The contract documents are presented in descending order of priority with the first document listed being of the highest priority and governing over subsequently listed documents, in case of conflict or ambiguity.

1.2. The Contract Documents consist of:

1. Spartanburg County Contract for Goods and Services;
2. [Addenda or Addendum __ to RFP # ____ (attached hereto as Exhibit A and incorporated herein by reference);]
3. Request for Proposal Number ("RFP") # ____ (attached hereto as Exhibit B and incorporated herein by reference); and
4. Proposal in response to RFP # _____ submitted by the CONTRACTOR (attached hereto as Exhibit C and incorporated herein by reference).

Collectively, these materials shall comprise the "CONTRACT DOCUMENTS."

1.3. It is the intent of the CONTRACT DOCUMENTS to describe a functionally complete whole contract to be constructed in strict accordance with the CONTRACT DOCUMENTS. Any labor, services, documentation, materials, or equipment that may reasonably be inferred from the CONTRACT DOCUMENTS or from prevailing custom or trade usage as being required to produce the intended result shall be provided by the CONTRACTOR whether or not specifically called for without increase in the Contract Price or Contract Period, as described in Articles 3 and 4 below.

1.4. MODIFICATION / CHANGE ORDERS. Any change orders, alteration, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County Administrator and CONTRACTOR, and executed with the same formality as this contract.

ARTICLE 2 – SCOPE OF SERVICES:

2.1 COUNTY has employed CONTRACTOR to provide services for the Upcountry Local Workforce Area Partnership (ULWAP) Adult, Dislocated Worker Training Activities and One-Stop Operator.

2.2 These services to be provided by CONTRACTOR are set forth more fully in the CONTRACT DOCUMENTS.

ARTICLE 3 – CONTRACT PERIOD

3.1. NOTICE TO PROCEED. This Agreement shall begin on the effective date of the Notice to Proceed. In compliance with Request for Proposal and subject to all conditions, thereof, the undersigned offers and agrees, to furnish the services and/or complete the installation of all items for the base Proposal and all Proposal voluntary adds, at the prices as set forth, within ____ days after fax or electronic receipt of purchase order.

3.2. FORCE MAJEURE. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action and labor conditions. In the case of an industry wide material shortage the CONTRACTOR shall provide to the County within 24 hours of CONTRACTOR's determination that there exists an industry wide material shortage, the following in order for the COUNTY, or its authorized representative, to concur that there is an industry wide shortage of the specific material so identified by CONTRACTOR: 1) A written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, suppliers and/or retailers from which CONTRACTOR has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by CONTRACTOR to obtain said materials; 4) a written statement, signed by an authorized representative of CONTRACTOR, that CONTRACTOR has used due diligence to secure said materials in the most expeditious manner; and 5) a written time frame in which CONTRACTOR anticipates that it will obtain said materials.

ARTICLE 4 - CONTRACT PRICE AND TERMS OF PAYMENT:

4.1. APPROPRIATION / NON-APPROPRIATION. The COUNTY shall pay for these services out of appropriated funds. It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

4.2. CONTRACT PRICE. The COUNTY agrees to pay a total contract price that shall not exceed _____ ($_____).

4.3. PAYMENT TERMS. Payments shall occur as follows:
CONTRACTOR will submit invoices to COUNTY, which shall include a detailed listing of charges and a final bill upon completion of services. Within ten (10) business days of receipt of an invoice COUNTY shall notify CONTRACTOR of any dispute with the invoice and CONTRACTOR, upon such notice, shall provide to COUNTY back-up data supporting the invoice. COUNTY and CONTRACTOR will, thereafter, promptly resolve any disputed items.

Payment on undisputed invoice amounts is due upon receipt of the invoice by COUNTY and is past due thirty (30) days from the date the invoice is received. If payment remains past due sixty (60) days from the date the invoice is received by the COUNTY, then CONTRACTOR shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Article 8. No deposit nor advance sums shall be paid. NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

ARTICLE 5 - INDEMNIFICATION.

CONTRACTOR agrees to save, defend, indemnify and keep harmless the COUNTY and all COUNTY officers, agents and employees from and against any loss, damage, claim, injury, fines, penalties, costs, including court costs, attorney's fees, charges, liability and exposure, however caused, arising from any negligent acts or omissions by CONTRACTOR, its agents, staff, consultants and contractors employed by it, in the performance or non-performance of the terms under this Agreement. CONTRACTOR shall not be responsible for any loss, damage, or liability to the extent arising from acts of the COUNTY, its agents, staff, and other consultants employed by it. This section shall survive the termination of this Agreement.

ARTICLE 6 - RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

6.1. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR agrees that:

1. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of CONTRACTOR; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth non-discrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and

2. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

6.2. DRUG FREE WORKPLACE. During the performance of this Agreement, the CONTRACTOR agrees to comply with Section 44-107-30 of the South Carolina Code of Laws, 1976 as amended.

6.3. ILLEGAL IMMIGRATION REFORM ACT. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in compliance with Section 8-14-10 *et seq*. of the South Carolina Code of Laws, 1976 as amended, or that this law is inapplicable to CONTRACTOR and its subcontractors. This is required of all CONTRACTORS and subcontractors.

6.4. COMPLIANCE WITH APPLICABLE LAWS. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in compliance with federal, state and local laws and regulations applicable to the performance of the services procured.

6.5. SOUTH CAROLINA ETHICS ACT. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in full compliance with the South Carolina State Ethics, Government Accountability and Campaign Reform Act, codified as Sections 8-13-100 through 8-15-1520, of the South Carolina Code of Laws, 1976 as amended.

6.6. SAFETY AND HEALTH. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that the Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish, upon request, accident, incident, injury, and other records and reports required by Federal or State law or as required by the COUNTY.

6.7. COMPLIANCE WITH CODES AND STANDARDS. CONTRACTOR's professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time CONTRACTOR rendered its services. CONTRACTOR shall not be responsible for any claim or liability for injury or loss allegedly arising from CONTRACTOR's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time CONTRACTOR rendered its services.

6.8. AUDIT. The CONTRACTOR hereby agrees to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. Spartanburg County Government, its authorized agents, and agents of the State and federal government shall have full access to documents and the right to examine any materials during the said period.

6.9. LITIGATION. CONTRACTOR agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the COUNTY, if the COUNTY requests such documents, witnesses and/or general assistance. The COUNTY shall reimburse CONTRACTOR for all direct expenses incurred and time according to CONTRACTOR's rate schedule as of the date of the execution of this Agreement.

6.10. CONFIDENTIALITY. CONTRACTOR will maintain as confidential any documents or information provided by the COUNTY and will not release, distribute or publish same to any third party without prior written permission from the COUNTY, unless compelled by law or order of a court or regulatory body of competent jurisdiction. CONTRACTOR shall provide written notice to the COUNTY in sufficient time to allow the COUNTY to intervene as necessary.

6.11. PUBLIC RESPONSIBILTY. The COUNTY has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. CONTRACTOR will at all times alert the COUNTY to any matter of which Contractor becomes aware and believes requires the COUNTY to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances.

6.12. SUBCONTRACTOR INSURANCE. The CONTRACTOR shall agree to cause each subcontractor employed by CONTRACTOR to purchase and maintain insurance of the type specified herein, unless the CONTRACTOR'S insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to the County upon request of the County.

ARTICLE 7 – RIGHTS AND RESPONSIBILITIES OF COUNTY:

7.1. DEFAULT. In case of default by the CONTRACTOR for failure to deliver or perform in accordance with the Contract specifications or terms and conditions and CONTRACTOR's failure to cure the default within thirty (30) calendar days of CONTRACTOR's receipt of notice from the COUNTY of the default, the COUNTY may procure the articles or services from other sources and hold the defaulting CONTRACTOR responsible for any resulting additional purchase and administrative costs, in addition to recovery of fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs. If the completion of the contract work results in increased costs to the COUNTY, a letter will be sent to the defaulting CONTRACTOR requiring payment for these costs. The CONTRACTOR will be removed from future bidding until the payment has occurred. Provided further, that the COUNTY reserves the right to debar CONTRACTOR from doing further business with the COUNTY. Failure of a CONTRACTOR's source to deliver is not considered to be an unavoidable cause. The burden of proof rests with the CONTRACTOR to demonstrate that CONTRACTOR should not be debarred. Nothing in the section shall be construed to limit or waive CONTRACTOR's ability to avail itself of remedies available under applicable laws.

7.2. RIGHT OF ENTRY. The COUNTY will provide for the right of entry for CONTRACTOR, its subcontractors, and all necessary equipment in order to complete the work under this Agreement. CONTRACTOR agrees to be responsible for any damage to property that is caused by CONTRACTOR, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by CONTRACTOR, its subcontractors and/or equipment.

ARTICLE 8 – TERMINATION:

8.1. TERMINATION BY COUNTY. The COUNTY may terminate this Agreement and project for any reason upon seven (7) calendar days notice. Anything contained in the Agreement to the contrary notwithstanding a termination under this section shall not waive any right or claim to damages which COUNTY may have with respect to work performed by the CONTRACTOR which has been completed prior to the date of termination, and COUNTY may pursue any cause of action which it may have by law or under this Agreement on account of such completed work.

8.2 STOP WORK UPON NOTICE OF TERMINATION. After receipt of a notice of termination, except as otherwise directed, the CONTRACTOR shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

8.3 COMPENSATION TO CONTRACTOR IF TERMINATED. In the event of a termination under section 8.1 of this Agreement, CONTRACTOR acknowledges and agrees that it shall not

be entitled to any compensation in excess of the value of the work performed plus its settlement and close-out costs. Under no circumstances shall CONTRACTOR, or any subcontractor, be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination under this section. Payment to CONTRACTOR of any and all sums already earned by CONTRACTOR under the terms of Article 4 constitutes CONTRACTOR's exclusive remedy for a termination hereunder.

ARTICLE 9 – WARRANTIES:

9.1. WORK PERFORMED TO INDUSTRY STANDARDS. CONTRACTOR warrants to COUNTY that the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the State.

9.2. MATERIALS AND EQUIPMENT FURNISHED. CONTRACTOR warrants to COUNTY that any new materials and equipment furnished under this Agreement shall be of good quality and in working condition.

9.3. WARRANTY. CONTRACTOR warrants to COUNTY that all services and labor furnished to progress the work under this Agreement will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this Agreement. All work not conforming to these requirements may be considered defective.

ARTICLE 10 – MISCELLANEOUS:

10.1. NOTICES. The following persons shall be contact persons for the parties, and notices given them, by certified mail return receipt requested to the addresses shown, shall constitute valid notice under the requirements of this Agreement. The parties may amend such addresses by written notice to the opposite party at the given address.

1. For COUNTY:

B. Cole Alverson
County Administrator
P.O. Box 5666
Spartanburg, SC 29304-5666

With a copy to:
Ginny Dupont
Spartanburg County Attorney
P.O. Box 5666
Spartanburg, SC 29304-5666

2. For CONTRACTOR: (Name)
(Address)
(City, State, Zip)

10.2 INVOICE / PAYMENT ADDRESSES. The following persons shall be contact persons for the parties, for the purpose of submitting invoices and payments under this Agreement by depositing the same in the United States mail with postage prepaid, to the addresses shown:

1. For COUNTY: (Name)
(Title)
P.O. Box 5666
Spartanburg, SC 29304-5666

2. For CONTRACTOR: (Name)
(Address)
(City, State, Zip)

10.3. CHOICE OF LAW / VENUE. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the State of South Carolina, and that proper venue, in the event of litigation concerning this matter, is in the state or federal courts located in Spartanburg County, South Carolina. The parties agree that any litigation involving this Agreement shall be brought only in such courts. The parties herein each consent to the jurisdiction of such courts and hereby waive any jurisdictional or venue defenses otherwise available.

10.4. SEVERABILTY. In the event that any provision of this Agreement is unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected thereby.

10.5. WAIVER. Any failure of the COUNTY or CONTRACTOR to demand rigid adherence to one or more of the terms and provisions as set forth in this Agreement, on one or more occasions, shall not be construed as a waiver nor deprive the COUNTY or CONTRACTOR of the right to insist upon compliance with the terms of this Agreement. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

10.6. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, transferees and assigns. No party may assign this Agreement nor the rights and obligations hereunder to any other third party without the prior express written consent of the other parties.

10.7. HEADINGS. CONTRACTOR and County agree that the Article and Paragraph headings are for convenience only and are not a part of this Agreement.

10.8. SPARTANBURG COUNTY PROCUREMENT ORDINANCE. CONTRACTOR acknowledges that the Spartanburg County Procurement Ordinance is applicable to this Agreement. Contractual claims and disputes shall be conducted pursuant to the Spartanburg County Procurement Ordinance.

10.9. NO JOINT VENTURE. Neither this Agreement nor any agreements, instruments, documents or transactions completed hereby shall in any respect be interpreted, deemed or construed as making any party a partner or joint venture with any other party or as creating any similar relationship or entity. No party has the authority to act on behalf of or bind any other party concerning the transactions related to this Agreement.

10.10. FACSIMILE/SCANNED SIGNATURE. The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

10.11. COUNTERPARTS. This Agreement (and any amendments or modifications) may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same Agreement.

WITNESS the following signatures and seals in agreement with the above terms:

[SIGNATURES ON FOLLOWING PAGE]

SPARTANBURG COUNTY, SOUTH CAROLINA

By: _____
B. COLE ALVERSON
COUNTY ADMINISTRATOR

Attested:

_____
Debbie C. Ziegler
Clerk to County Council

[NAME OF CONTRACTOR]

By: _____ (Signature)

_____ (Printed Name)

Its: _____ (Title)

Witnesses:

_____

_____

Approved as to form:

_____
COUNTY ATTORNEY'S OFFICE
Date: _____

BY-LAWS OF
GREENVILLE COUNTY WORKFORCE DEVELOPMENT BOARD

ARTICLE I

PURPOSE

Consistent with section 108 of the Workforce Innovation and Opportunity Act (WIOA), the functions of the Greenville County Workforce Development Board (hereinafter call "GCWDB") shall include the following:

A. In partnership with the chief elected official, develop and submit a local plan to the Governor that meets the requirements of section 108.
B. With respect to the local plan, conduct workforce research and regional labor market analysis.
C. Convene local workforce development system stakeholders to assist in the development of the local plan and identify non-Federal expertise and resources to leverage support for workforce development activities.
D. Lead efforts to engage with a diverse range of employers and with other entities to ensure that workforce development activities meet the needs of employers and support economic growth.
E. Lead efforts to develop and implement industry sector career pathways by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly the individuals with barriers to employment.
F. Lead efforts to identify and promote proven and promising strategies and initiatives for meeting the needs of employers.
G. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers.
H. In partnership with the chief elected official, conduct oversight of local WIOA programs, the local one-stop delivery system, and ensure appropriate management of local funds to provide employment and training activities under section 129(c) and subsections (c) and (d) of section 134.
I. In conjunction with the chief elected official and Governor, negotiate and reach agreement on local performance accountability measures as described in section 116(c).
J. Consistent with section 121(d) and with the agreement of the chief elected official, designate or certify one-stop operators; terminate for cause the eligibility of such operators.
K. Consistent with section 123, identify eligible providers of youth workforce investment activities by awarding grants or contracts on a competitive basis (except as provided in section 123(b)) based on recommendations of the youth standing committee.
L. Coordinate activities with local education and training providers, including providers of workforce investment activities, providers of adult education and literacy activities under title II, and providers of career and technical education.

ARTICLE II

MEMBERSHIP

1. Appointment. The WDB is appointed by the chief local elected official in each local area in accordance with State criteria established under WIOA section 107(c)(1), and is certified by the Governor every two (2) years, in accordance with WIOA section 107(c)(2)(A).

2. Terms of Office. Appointments will be staggered and up to three-year incremental terms based on the program year calendar starting in July. Except in the case of death, resignation or removal, a member shall serve until his/her successor shall have been duly appointed.

3. Categories of Membership. Membership of the WDB shall be comprised in accordance with WIOA section 107(b).

4. Nomination of Members. Members of the WDB shall be nominated in accordance with WIOA section 107(b).

5. Resignations. Any member may resign by written notice to the Chairperson of the WDB and the Chairperson of Greenville County Council, in which the resignation shall be effective at the time specified in said notice.

6. Removal of Members. Any member of the WDB may be removed for cause by affirmative vote of seventy-five (75) percent of the entire membership of the WDB at a specifically called meeting which shall consider only removal of such member. The written notice of such a meeting shall state the purpose of the meeting. "Cause" for removal of a member under this section shall be fraudulent or dishonest acts or gross abuse of authority and discharge of duties to the WDB and shall be established after written notice of specific charges and opportunity to meet and refute such charges.

The chief elected official may also remove board members if determined to be in the best interest of the WDB to do so. WIOA implies that such standards for removing board members derive from the authority to appoint them.

7. Vacancies. Any vacancy in the membership of the WDB shall be filled in the same manner as the original appointment for the un-expired term.

ARTICLE III

MEETINGS AND ATTENDANCE

1. Meetings. Regular meetings shall be held bi-monthly during the year and at such times and at such places as it deems necessary. Special meetings of the WDB may be called at any time by the chairperson or upon the written request of not less than two-thirds (2/3) of the WDB membership, pursuant to the notice requirements of this Article.

2. Notice of Meetings. Regular meeting schedules will be published on the WDB website. Reminder notices of scheduled WDB meetings will be emailed at least ten (10) days prior to the meeting. Reminder notices will include information stating the place, date, and hour of the meeting. All regular meetings of the WDB shall be announced publicly and shall be open to the public.

3. Quorum. At any meeting of the WDB, the presence of a majority of the active members shall constitute a quorum for the transaction of business.

4. Attendance. Members are expected to attend all meetings of the full membership of the WDB. Members should notify the Chairperson of the WDB if circumstances prevent their attendance at any meeting of the entire membership of the WDB. A member with three (3) absences from regular meetings in a calendar year shall be conclusively presumed to have resigned from the WDB and shall be notified accordingly by the Chairperson; the resulting vacancy shall be filled pursuant to these by-laws.

ARTICLE IV

VOTING

1. Voting Authority. Each member of the WDB shall have one (1) vote, and only members of the WDB may cast votes on matters of WDB business. Except as specifically provided herein, a vote of the majority of the members present at a meeting at which a quorum is present shall be the act of the WDB.

2. Conflict of Interest. No member of the WDB may cast a vote on any matter in which that member or the organization that such members represent has a direct interest. WDB members will be provided with the WDB Conflict of Interest Instructions and a Conflict of Interest Form to be completed annually.

ARTICLE V

OFFICERS

1. Chairperson. The chairperson of the WDB must be elected by its members from among the business representatives and appointed by the Chairperson of Greenville County Council. The Chairperson shall preside at all meetings of the entire membership of the WDB, and shall have such powers and duties as are provided by these By-laws. The Chairperson may sign, on the behalf of the WDB, contracts or other instruments which the membership has authorized to be executed, shall, subject to the direction of the membership, supervise and control the staff, and in general shall perform all duties incident to the position of the Chairperson and those additional duties which may be prescribed by the membership of the WDB.

2. Vice-Chairperson. The Vice-Chairperson shall be elected by the WDB.

3. Terms of Office. The terms of office for the Chairperson, Vice-Chairperson shall run the course of two consecutive calendar years from January 1 to December 31. The

Chairperson and Vice-Chairperson shall hold office until their successors have been duly appointed, or until their earlier resignation, removal from office, death or incapacity.

4. Resignation or Removal of Officers. The Chairperson and Vice-Chairperson of the WDB may resign by written notice to the WDB that shall be effective upon the date specified therein. The Chairperson or Vice-Chairperson may be removed for cause by affirmative vote of seventy-five (75) percent of the entire membership of the WDB at a specially called meeting, which shall consider only removal of the Chairperson or Vice-Chairperson. The written notice of such a meeting shall state the purpose of the meeting. "Cause" for removal of the Chairperson or Vice-Chairperson under this section shall be fraudulent or dishonest acts of gross abuse of authority and discharge of duties to the WDB and shall be established after written notice of specific charges and opportunity to meet and refute such charges.

5. Vacancies. The Chairperson of Greenville County Council shall fill any vacancy in the office of the Chairperson, however occurring, for the duration of the term. The Chairperson shall fill any vacancy in the office of Vice-Chairperson, however occurring, for the duration of the term.

ARTICLE VI

COMMITTEES

1. Appointment. The WDB shall have the following standing committees: One-Stop Delivery System Committee, Youth Committee, Services to Individuals with Disabilities Committee, and Executive Committee. The Chairperson may form such other committees from time to time as deemed necessary. The Chairperson shall make committee appointments.

2. Committee Quorum. Any committee meeting of the WDB where a majority is present shall constitute a quorum for the transaction of business.

3. Notice of Meetings. All standing committees of the WDB shall give notice to the entire membership of the WDB of the date, place, and hour of any committee meeting.

4. Relationship to the WDB. Per Section 107(b)(4)(A), standing committees shall be chaired by a member of the local board, may include other members of the local board, and shall include other individuals appointed by the local board who are not members of the local board and who the local board determines have appropriate experience and expertise.

5. Committee Designation. Pursuant to the provisions of Section 107(b)(4)(A) of the Workforce Innovation and Opportunity Act, a local WDB may appoint the following standing committees:

a. One-Stop Delivery System - to provide information and assist with operational and other issues relating to the one-stop delivery system, which may include as members representatives of the one-stop partners.

b. Youth - to provide information and to assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth.

c. Services to Individuals with Disabilities - to provide information and to assist with operational and other issues relating to the provision of services to individuals with disabilities, including issues relating to compliance with section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 regarding providing programmatic and physical access to the services, programs, and activities of the one-stop delivery system, as well as appropriate training for staff on providing supports for or accommodations to, and finding employment opportunities for, individuals with disabilities.

d. Executive Committee - to serve as an additional standing committee designated by the board. The Executive Committee is comprised of the chairs of each subcommittee and will be responsible for board level approvals in the event the full membership is unavailable to meet.

ARTICLE VII

STAFF

The WDB shall employ and maintain a staff to support the following activities of the WDB: implementation and planning, budgeting, marketing, contract approval, financial program oversight, and general administrative duties.

ARTICLE VIII

CONTRACTS, CHECKS, AND DEPOSITS

1. Contracts. The membership of the WDB may authorize the Chairperson to enter into any contract or to execute and deliver any instrument in the name of and on the behalf of the WDB, and such authority may be general or confined to specific instances.

2. Checks, Drafts, etc. All checks, drafts, or other orders for payment of money, notes or other evidences of debt issued in the name of the WDB shall be approved by the board Director and processed according to the County of Greenville Finance department procedures.

3. Deposits. All funds of the WDB shall be deposited according to the County of Greenville Finance department procedures.

ARTICLE IX

RULES OF PROCEDURE

Meetings of the full membership of the WDB, and committee meetings, shall be governed by Robert's Rules of Order, Newly Revised, in all cases to which they are applicable and in which they are not inconsistent with the By-Laws and any special rules of order adopted by the WDB.

ARTICLE X

RULES OF CONDUCT – PROHIBITIONS

1. Use of public materials, personnel, or equipment for private use;

2. Use of public office for personal benefit; taking action to influence personal economic benefit $50 or more;

3. Acceptance of anything of value to influence an official action; (felony - $10,000 fine and 10 years);

4. A lobbyist or lobbyist principal employing on retainer a public officeholder, member of household, or organization in which there is an economic interest;

5. Acceptance of anything of value from a lobbyist principal, except under certain conditions;

6. Acceptance of an honorarium from a lobbyist;

7. Acceptance of anything of value for speech in an official capacity; public officials or members may be reimbursed for out-of-state speeches with prior approval of the chief executive officer;

8. Disclosure of confidential information;

9. Service on regulatory board with which regulates a business with which associated; nor employee if there is a frequent conflict;

10. Making agency decisions affecting personal economic benefit of $50 or more if on agency board and also agency employee;

11. Nepotism-hiring, promoting or advancement of a family member;

12. Accepting employment for one year from a business if the business was regulated by former agency and if the employee participated directly and substantially in matters affecting the prospective employer;

13. Acceptance of employment with contractor if procurement duties involved that contractor;

14. An interest in a contract if authorized to perform an official function relating to the contact.

ARTICLE XI

AMENDMENTS

These By-Laws may be amended, altered or repealed by a majority vote of the entire membership of the WDB at any meeting of the WDB at which a quorum is present; provided, however, that written notices of the proposed amendment shall be included in the notice of the meeting at which the amendment will be voted upon. This By-Laws shall be deemed to be automatically amended at any time to conform to applicable state or federal statutes and regulations.

Greenville County Workforce Development Board
2023 Meeting Calendar

Greenville WDB (2nd Wednesday every other month)*

Date	Time	Location
January 11, 2023	11:30 a.m. – 1:00 p.m.	SC Works Greenville – Foothills Room
March 8, 2023	11:30 a.m. – 1:00 p.m.	SC Works Greenville – Foothills Room
May - TBD		
July 12, 2023	11:30 a.m. – 1:00 p.m.	SC Works Greenville – Foothills Room
September 13, 2023	11:30 a.m. – 1:00 p.m.	SC Works Greenville – Foothills Room
November 8, 2023	11:30 a.m. – 1:00 p.m.	SC Works Greenville – Foothills Room

Executive Committee (1st Tuesday every other month)*

Date	Time	Location
February 7, 2023	11:30 a.m. – 1:00 p.m.	Virtually via Zoom until further notice
April 4, 2023	11:30 a.m. – 1:00 p.m.	
June 6, 2023	11:30 a.m. – 1:00 p.m.	
August 1, 2023	11:30 a.m. – 1:00 p.m.	
October 3, 2023	11:30 a.m. – 1:00 p.m.	
December 5, 2023	11:30 a.m. – 1:00 p.m.	

Youth Committee (Quarterly)

Date	Time	Location
February 28, 2023	12:00 p.m. – 1:00 p.m.	Virtually via Zoom until further notice
May 23, 2023	12:00 p.m. – 1:00 p.m.	
August 22, 2023	12:00 p.m. – 1:00 p.m.	
November 14, 2023	12:00 p.m. – 1:00 p.m.	

SC Works Committee (Quarterly)

Date	Time	Location
January 24, 2023	12:00 p.m. – 1:00 p.m.	Virtually via Zoom until further notice
April 25, 2023	12:00 p.m. – 1:00 p.m.	
July 25, 2023	12:00 p.m. – 1:00 p.m.	
October 24, 2023	12:00 p.m. – 1:00 p.m.	

Committee on Services to Individuals with Disabilities (4th Thursday of each month)*

Date	Time	Location
January 26, 2023	9:00 a.m. – 10:00 a.m.	Virtually via Zoom until further notice
February 23, 2023	9:00 a.m. – 10:00 a.m.	
March 23, 2023	9:00 a.m. – 10:00 a.m.	
April 27, 2023	9:00 a.m. – 10:00 a.m.	
May 25, 2023	9:00 a.m. – 10:00 a.m.	
June 22, 2023	9:00 a.m. – 10:00 a.m.	
July 27, 2023	9:00 a.m. – 10:00 a.m.	
August 24, 2023	9:00 a.m. – 10:00 a.m.	
September 28, 2023	9:00 a.m. – 10:00 a.m.	
October 26, 2023	9:00 a.m. – 10:00 a.m.	
November - TBD		
December 28, 2023	9:00 a.m. – 10:00 a.m.	

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*Unless otherwise noted

For more information, contact Dean Jones at (864) 467-3620 or dejones@greenvillecounty.org.

GREENVILLE COUNTY WORKFORCE DEVELOPMENT BOARD (GCWDB)
PY 2022 WIOA BUDGET

Item	Administration	Adult Program	DW Program	Youth Program	Total
PY22 Allocation	$192,386	$516,740	$679,002	$535,736	$1,923,864
PY21 Projected Carryover Funds	$ 94,251	$114,235	$126,628	$165,278	$500,392
Total Projected Funds Available	**$286,637**	**$630,975**	**$805,630**	**$701,014**	**$2,424,256**
Deductions:					
Staffing Costs (Salaries, Fringe, Indirect Costs	$161,386	$65,559	$79,243	$62,362	$368,550
Operational Costs (Rent, Utilities, Travel)	$125,251	$67,000	$67,000	$11,000	$270,251
SC Works Operator/WIOA A/DW/BS Contract (*Equus Workforce Services*)		$477,961	$638,932		$1,116,893
WIOA Youth Program Contract (*Eckerd Connects*)				$626,625	$626,625
SC Works Infrastructure Funding Agreement (IFA)		$20,455	$20,455	$1,027	$41,937
Transfer from A to DW					
Transfer of Funds from DW to A					
Total	**$286,637**	**$630,975**	**$805,630**	**$701,014**	**$2,424,256**
Balance	**$0**	**$0**	**$0**	**$0**	**$0**

* A – Adult
* DW – Dislocated Worker
* Y – Youth
* BS – Business Services

NOTE: 1. Budget figures are based on projected carryover amounts and appropriate adjustments will be made once actual PY21 carryover has been determined.
2. Budget approval authorizes one-year extensions on the WIOA service provider contracts.
3. The WIOA service provider contract amounts are subject to final negotiations.

Name	***Date & Time***
WIOA Adult & Dislocated Worker Programs (Equus)	01/31/2023-02/01/2023 10:00 A.M.
WIOA Youth Program (Eckerd Connects Greenville)	03/21/2023-03/22/2023 10:00 A.M.
Resource Center (EO)	02/03/2023

****Official notification will be sent no less than 2 weeks prior to the onsite visit. Depending on environmental issues or health concerns at the specified date, monitoring may be virtual. In such case(s), Opening Interview and Closing Review will be conducted via Video Conference/Conference Calls.***

Workforce Innovation and Opportunity Act
Regional Plan
July 1, 2020 – June 30, 2023

2022 Modification

Planning Region Name:
Link Upstate WIOA Region

Local Areas within the Planning Region:
Greenville County, Upper Savannah, Upstate, and WorkLink

Local Area Administrators and Contact Information:

Dean E. Jones, Director Development
Greenville County Workforce Development
225 S. Pleasantburg Drive, Suite C-11
Greenville, SC 29607
Phone: (864) 467-3620
Fax: (864) 467-3603
Email: dejones@greenvillecounty.org

Ann Skinner, Director of Workforce
Upper Savannah Council of Governments
430 Helix Road
Greenwood, SC 29646
Phone: (864) 941-8074
Fax: (864) 941-8074
Email: askinner@uppersavannah.com

Ann Angermeier, Executive Director
Upstate Workforce Board
P.O. Box 5666
Spartanburg, SC 29304
Phone: (864) 596-2028
Email: angermeier@upstateworkforceboard.org

Trent Acker, Executive Director
WorkLink Workforce Development Board
1376 Tiger Boulevard, Suite 102
Clemson, SC 29631
Phone: (864) 646-1458
Fax: (864) 646-2814
Email: tacker@worklinkweb.com

Attachment A: Regional Plan Modification Requirements

The regional plan serves as an action plan to develop, align, and integrate service delivery strategies and resources among multiple local areas within a region. Local boards and chief elected officials in each planning region are required to engage in a regional planning process that results in the preparation and submission of a single regional plan. Regional plans must incorporate the local plans for each local area within the planning region. The following guiding principles should be considered priorities and included in responses throughout the document:

- Partnership and collaboration
- Increased access to resources and services through the use of technology
- The impact of COVID-19 on the state's workforce and strategies to facilitate rapid reemployment

The USDOL TEGL 4-21 and the State of SC WIOA Plan added the following planning priorities for the 2022 modification:

- Data-driven decisions
- Reemployment
- Equity in service delivery and educational programming
- Enhance supportive service offerings

The regional plan must include:

1. A description of how each local area within the region was afforded the opportunity to participate in the regional planning process, along with a description of the planning process undertaken to produce the regional plan. The description must include how the chief elected officials and local boards were involved in the development of the plan.

Each of the four Workforce Development Directors appointed a staff member to coordinate responses for the 2020-2023 Regional Plan on behalf of their respective workforce areas. This group developed the groundwork, tasks list, and timeline for completing the regional plan. Each local area was given the chance to submit responses for the consideration of the group. These responses highlighted the similarities and ongoing partnerships within the region, while also identifying areas of opportunity. The effort, coordinated by the four local areas, was inclusive and all submissions were evaluated to ensure inclusion of each local area's unique perspective and views. A draft of the plan was then sent to the administrators in order to ensure that chief elected officials were included in the process.

The process for including the chief elected official(s) and local WDBs may vary from local area to local area.

~~In the **Greenville County** area, the chief elected official and Greenville County WDB are involved in the development of the plan via:~~

- ~~The Chief Elected Official, the County Administrator, and the Greenville County WDB receive the planning guidance and have opportunity to review and provide feedback to the WDB Executive Director during development.~~
- ~~The Chief Elected Official, the County Administrator, and the Greenville County WDB receive an executive summary of the draft regional plan. The full draft plan will also be made available so that stakeholders may receive opportunity to review the full plan and to provide feedback to the WDB prior to finalization.~~
- ~~The full regional plan is placed as an item for information at a County Council meeting. Any comments received from Council members will be provided by the Clerk to Council and on to the Greenville County WDB. Subsequently, the regional plan will be made available for a 10-day public comment period. Any comments received will be incorporated as attachments to the regional plan and presented to the Greenville County WDB for final approval.~~

In the **Greenville County** area, the chief elected official and Greenville County WDB are involved in the development of the plan via the following. The Chief Elected Official, the County Administrator, and the Greenville County WDB receive the planning guidance and have opportunity to review and provide feedback to the WDB Executive Director during development. The Chief Elected Official, the County Administrator, and the Greenville County WDB receive an executive summary of the draft regional plan. The executive summary includes highpoints on new programs, services, policies, and strategies since the last plan update. The Greenville County WDB Executive Committee approves the plan. A public comment period will be held subsequent to the GCWDB's approval for a minimum of 7 days via the GCWDB website. Comments received, if any, will be incorporated into the regional plan prior to being placed as an item for information at a County Council meeting. Any parting comments received from Council members will be provided by the Clerk to Council and on to the Greenville County WDB.

In the **Upper Savannah** area, ~~board members were invited to take part in the planning, including attending sector strategy meetings. To provide more insight, each local area can select a board member from each local area to attend the Sector Partnership meetings. Chief elected officials continue to get updates of the process. Upper Savannah staff meet with area resource organizations consisting of economic developers, county/city managers, and chamber leaders. Upper Savannah shares minutes of these meetings with these leaders so they can encourage more participation from industry partners.~~ the first step in planning was gathering information from industry and educational leaders. Upper Savannah coordinated with Piedmont Technical College, 10 school districts and the SC Department of Commerce

in surveying: businesses, students, parents and educators regarding training needs. Nearly 200 businesses reaffirmed the need for post-secondary training. Upper Savannah tied plans to the Council of Government's Comprehensive Economic Development strategy which was passed by local elected officials from six of the seven counties. Currently Upper Savannah is developing a list of stakeholders. The plan will be publicized and reviewed at a partner meeting.

In the **Upstate** area, consisting of Cherokee, Spartanburg and Union Counties, we created four committees for the local plan and in these meetings, we also included the regional ~~instructions~~ plan for discussion and ~~creation~~ comments. The workgroups are as follows:

- Workforce & Economic Analysis
- Strategic Vision and Goals
- Local Area Partnerships and Investment Strategies
- Program Design and Evaluation

Each workgroup invited had representation from the Upstate Workforce Board, education, WIOA funded program, businesses, partners and Workforce Board staff. We also required that we invited one person from each of our three counties on each Zoom meeting. Each County Council member on the three County Councils received an invitation to join a committee on which to participate. Each Upstate Workforce Board member also received a request to join a committee. The Upstate Workforce Board will send the final local and regional plan to each County Council and Workforce Board member. We plan to ask the County Councils to allow non-significant changes to be made after their adoption of the plan if the Workforce Board staff feel they are important. We have asked for a letter from each County Administrator stating that their Council has adopted/approved the plan.

In the **WorkLink** local area, Chief Elected Officials and the Workforce Development Board were included in the process via regular meeting updates, input via strategic planning and the incorporation of existing board and local policies. The board also reviews and ultimately approves this and all similar planning documents. In addition, local board members from the region are represented on the Regional Sector Strategies Team, which has been integral to regional collaboration begun under the 2016 Regional Plan.

Regional planning and collaboration began during the 2016 Regional Planning process and will continue through the life of the 2020-2023 Regional Plan. These meetings have initiated collaborative efforts not previously implemented and will continue to promote positive changes in the way things are done across the region.

For the 2022 plan modification, each of the four Workforce Development areas, once again, appointed a staff member to coordinate responses and solicit input for this 2022 modification. The lead for consolidating responses from all four areas for this modification was the Upstate Workforce Board. The

Upstate Workforce Board Director forwarded updates received to the plan periodically throughout the modification writing process to ensure that all modification responses were shared and agreed upon by all four Workforce Development Area Directors. This was also done so that each Workforce Development Area could share and gather input from those involved in the workforce system to include the local elected officials.

2. An analysis of regional labor market data and economic conditions, to include existing and emerging in-demand industry sectors and occupations, and the employment needs of employers in those existing and emerging in-demand industry sectors and occupations. The analysis shall include:

- **The knowledge and skills necessary to meet the employment needs of the employers in the region, including those in in-demand industry sectors and occupations;**
- **An analysis of the current workforce in the region, including employment and unemployment data, labor market trends, and the educational and skill levels of the workforce, including individuals with barriers to employment; and**
- **An analysis of workforce development activities in the region, including available education and training opportunities. This analysis must indicate the strengths and weaknesses of workforce development activities necessary to address the education and skill needs of job seekers, including individuals with barriers to employment, and the employment needs of employers in the region.**



INTRODUCTION TO THE LINK UPSTATE REGION

Link Upstate, the Upstate WIOA region, consists of the Greenville, Upper Savannah, Upstate, and WorkLink Workforce Development Areas, and covers fourteen counties in the northwestern most corner of South Carolina: Abbeville, Anderson, Cherokee, Edgefield, Greenville, Greenwood, Laurens, McCormick, Newberry, Oconee, Pickens, Saluda, Spartanburg, and Union.

The region is chiefly defined by its access to the I-85 corridor that connects Atlanta, Georgia with Charlotte, North Carolina, and serves as an economic driver for the region. A recently established SC Inland Port, located in Greer, has provided additional access to the port in Charleston, SC, roughly 200 miles away, and has bolstered transportation and logistics for companies located in the Upstate. The Inland Port in Greer, SC, announced a $28 million expansion in May of 2021 due to growth. The Inland Port has increasingly become a huge asset for economic development.

REGIONAL INDUSTRY OVERVIEW

SC Department of Employment and Workforce reported ~~35,906~~ 38,666 employers in the Link Upstate region for the last quarter of ~~2019~~ 2021. Small Business, defined as having less than 49 employees, makes

up 93.56% of the employer community whereas medium business (50 to 500 employees) makes up ~~6.6%~~ 6.06% and large business (501+ employees) makes up ~~0.4%~~ .38%. However, medium businesses employ the most individuals at ~~41.6%~~ 40.88% followed by small business at ~~34.7%~~ 34.09% and large business at ~~23.7%~~ 25.03%.

Employers & Employees by Size of Establishment

Business Description	Employers	%	Employees	%
Small Business (0-49)	33,399	93.0%	238,175	34.7%
Medium Business (50-500)	2,364	6.6%	285,803	41.6%
Large Business (501+)	143	0.4%	162,964	23.7%
Total Business	**35,906**		**686,942**	

Source: SC Department of Employment and Workforce, Community Profile, July 20, 2020

Above table replaced by below (cannot strike through due to format)

Employers & Employees by Size of Establishment

Business Description	Employers	%	Employees	%
Small Businesses (0-49)	36,176	93.56%	241,310	34.09%
Medium Businesses (50-500)	2,345	6.06%	289,396	40.88%
Large Businesses (501+)	145	0.38%	177,154	25.03%
Total Businesses	38,666		707,860	
Source: SCDEW Community Profile 2021 Q4				

The top five employing industries as of Quarter ~~Three~~ Four of ~~2019~~ 2021 are Manufacturing (18.~~6~~4% of those employed work in this industry); Healthcare and Social Assistance (13.~~4~~5%); Retail Trade (11.~~1~~4%); Accommodation and Food Services (~~9.6%~~ 8.9%); and Administrative and Support and Waste Management and Remediation (~~9.0%~~ 8.4%).

The following five industries experience the ~~list~~ least amount of turnover: Utilities (~~2.5%~~ 2.1%), ~~Educational Services (2.8%), Mining (3.0%),~~ Public Administration (~~5.0%~~ 4.8%), Finance and Insurance (5.8%), Manufacturing (~~5.0%~~6.0%) and Management of Companies and Enterprises (6.1%). Those five industries that experienced the most are as follows: Administrative and Support and Waste Management and Remediation (~~19.8%~~ 21.1%), ~~Agriculture, Forestry, Fishing and Hunting (16.6%),~~ Accommodation and Food Services (16.1%), Arts, Entertainment, and Recreation (~~14.0%~~ 13.4%), Healthcare and Social Assistance (12.3%), and Retail Trade (~~11.2%~~ 11.7%). Staffing services are included in the Administrative and Support and Waste Management and Remediation industry including those employed at manufacturing facilities as temporary employees who may also be hired into permanent manufacturing positions.

Industry	Number of Employees	%	Turnover	Average Annual Wage
Accommodation and Food Services	62467	9.6%	16.1%	16,927
Administrative and Support and Waste Manager	**59110**	**9.0%**	**19.8%**	**31,295**
Agriculture, Forestry, Fishing and Hunting	2460	0.4%	16.6%	35,609
Arts, Entertainment, and Recreation	**9986**	**1.5%**	**14.0%**	**17,306**
Construction	29794	4.6%	9.6%	56,234
Educational Services	**45634**	**7.0%**	**2.8%**	**46,499**
Finance and Insurance	17984	2.8%	7.5%	64,047
Health Care and Social Assistance	**87595**	**13.4%**	**6.7%**	**49,911**
Information	8159	1.2%	7.6%	57,044
Management of Companies and Enterprises	**7320**	**1.1%**	**6.5%**	**86,202**
Manufacturing	121214	18.6%	5.0%	56,785
Mining	**331**	**0.1%**	**3.0%**	**95,368**
Other Services (except Government)	14992	2.3%	10.6%	33,236
Professional, Scientific, and Technical Services	**27467**	**4.2%**	**8.8%**	**66,164**
Public Administration	23702	3.6%	5.0%	42,232
Real Estate and Rental and Leasing	**7199**	**1.1%**	**11.2%**	**43,225**
Retail Trade	72534	11.1%	11.2%	28,038
Transportation and Warehousing	**26427**	**4.0%**	**7.7%**	**45,456**
Utilities	3125	0.5%	2.5%	66,730
Wholesale Trade	**25772**	**3.9%**	**6.6%**	**62,066**
Total	**653272**			
Source: SC Department of Employment and Workforce, Community Profile (July 20, 2020)				

The above table is being update with the table below. I cannot strike through the table above since it was a screenshot.

Industry	# of Employees	%	Turnover	Avg Annual Wage
Accommodation & Food Services	59,024	8.9%	16.1	$ 21,187
Administrative Support & Waste Mgt	55,237	8.4%	21.1	$ 38,779
Agriculture, Forestry, Fishing & Hunting	2,310	0.3%	7.6	$ 47,081
Arts, Entertainment & Recreation	8,593	1.3%	13.4	$ 21,808
Construction	29,556	4.5%	8.8	$ 69,702
Educational Services	53,623	8.1%	7.1	$ 48,010
Finance & Insurance	18,414	2.8%	5.8	$ 85,578
Health Care & Social Assistance	89,411	13.5%	12.3	$ 66,926
Information	7,736	1.2%	6.6	$ 72,186
Mgt of Companies & Enterprises	7,569	1.1%	6.1	$ 119,583
Manufacturing	121,748	18.4%	6	$ 66,962
Mining	356	0.1%	6.4	$ 69,641
Other Services (Except Government)	13,859	2.1%	9.6	$ 44,142

Professional, Scientific & Technical Services	27,997	4.2%	8	$	90,410
Public Administration	22,895	3.5%	4.8	$	49,203
Real Estate & Rental/Leasing	7,516	1.1%	10.5	$	59,413
Retail Trade	75,121	11.4%	11.7	$	35,777
Transportation & Warehousing	30,059	4.5%	10.5	$	54,356
Utilities	3,149	0.5%	2.1	$	77,940
Wholesale Trade	26,632	4.0%	6.3	$	81,347
Total	660,805				

Quarterly Census of Employment & Wages (QCEW) - 2021 Q4

The five industries that pay the highest annual wages are as follows: ~~Mining ($95,368);~~ Management of Companies and Enterprises (~~$86,202~~ $119,583); Professional, Scientific, and Technical Services (~~$66,164~~ $90,410); Finance and Insurance (~~$64,047~~ $85,578); Wholesale Trade ($81,347) and Utilities (~~$66,730~~ $77,940). Those that pay the least in annual wages are: Accommodation and Food Services ~~($16,927~~ $21,187); Arts, Entertainment, and Recreation ~~($17,306~~ $21,808); Retail Trade (~~$28,038~~ $35,777); Administrative and Support and Waste Management and Remediation (~~$31,295~~ $38,779); and Other Services (except Government) (~~$33,236~~ $44,142). It is worth noting that the wages have gone up considerably since the last plan update.

Existing and Emerging Industries

Manufacturing is the leading industry for the area. This industry has several specialty types that are significant to the Link Upstate Region: Automotive, Advanced Materials, Biosciences, and Aerospace. Other major existing and emerging industries include Healthcare and Distribution & Logistics.

AUTOMOTIVE

The automotive industry is one of the largest in the Link Upstate Region. BMW, a tier-1 automotive company, has located their only North American facility along the I-85 corridor bringing with it an estimated economic output of $16.6 billion (direct, indirect and induced impacts). According to a 2014 study, "BMW's Impact in South Carolina: Two Decades of Economic Development," provided by the University of South Carolina's Darla Moore School of Business, indicates that a cluster of automotive industry suppliers has formed over the years in the Upstate region, 40 of which specifically provide products to BMW. BMW currently has more than 11,000 employees. In November 2021, BMW announced a $100 million logistics center across I-85 from Plant Spartanburg. In March 2022, BMW

announced it will construct a new press shop, where workers will turn raw sheet metal into car-body parts. The $200 million project is expected to create 200 jobs when it opens in 2024. On October 19, 2022, BMW announced a $1.7 Billion investment in Spartanburg to manufacture electric vehicles and to create a high-voltage battery assembly plant. Also, contributing heavily to the automotive industry's presence, Michelin North America, Inc., a manufacturer of tires and employer of 7,800 South Carolinians, established its headquarters in Greenville, SC in the early 70s, and has expanded with seven other facilities across the Upstate; ZF Transmissions Greenville LLC, listed as one of the top 25 employers in the Link Upstate region, employs ~~1001+~~2,300+ individuals, and produces 8 speed and 9 speed transmissions for automotive companies across the United States; DAA Draexlmaier Automotive of America employs 1001+ individuals to make interior car parts, such as E-box, handbrake/gear covers, and main harnesses; Magna International, employs 1001+ individuals to manufacture automotive body panels, car seating, and front and rear exterior components; and Robert Bosch, located in Anderson, SC since 1985, is a leader in supplying automotive technology and employs roughly ~~1,200~~ 1,100 individuals. An article featured in Greenville Business Magazine, called "25th Anniversary: The BMW effect," estimates that 22,000 people are employed in automotive business across 223 companies in the Upstate, and further states that there are 60,000 employed in the State of South Carolina with more than 400 automotive businesses.

ADVANCED MATERIALS

Expanding beyond the automotive industry, advanced manufacturing plays a critical role in the upstate economy in fiber-related technology, ceramic technology, coatings and film. SC Department of Employment and Workforce's Community Profile (~~July 20, 2020~~ 2021 Q4) lists employment by industry figures for the Manufacturing sector to be ~~121,214~~ 121,748 individuals in Link Upstate; of these 30,000 are specifically employed in the advanced materials and composite industry (SC Department of Commerce). Among those counted in the advanced manufacturing sector includes employers specializing in Plastics and Rubber products, such as Cryovac Sealed Air, one of the largest employers in the Link Upstate Region; Chemicals; Fabricated Metal Products; Computer and Electronics; and Aerospace and other transportation equipment. Milliken employs 2501+ individuals in the manufacture of textiles, flooring coverings, performance materials, and specialty chemicals. Other major employers include: 3M, ~~Fujifilm~~, Toray, Diversified Coatings, Solvay Advanced Polymers LLC, and Kemet Electronics Corporation. In a report provided by the Upstate Alliance "2019 Workforce Availability," they state that the location quotient for Upstate, SC is 2.05 in manufacturing, higher than Charleston, SC at 0.92, Charlotte, NC at 1.09, Atlanta, GA at 0.76, New York at 0.44, and Los Angeles at 0.94.

BIOSCIENCES

Biosciences has found a niche in the manufacturing industry in Link Upstate and was poised to grow by 8.3% in 2018 (NAM). Among top pharmaceutical and medical device manufacturing companies, Nutra Manufacturing, St. Jude Medical, Ortec Inc., Arthrex, Bausch & Lomb and Lonza have established a

presence in the Upstate along with smaller companies IRIX Manufacturing, Inc. and Pharmaceutical Associates.
Key Career Pathways for the Automotive, Advanced Manufacturing and Biosciences include: Production, Maintenance, Installation, and Repair, Quality Assurance, Logistics & Inventory, and Health, Safety & Environmental Assurance

Key occupations within this industry include: Assembler, Automated Manufacturing Technician, Biomedical Equipment Technician, Electrical Installer and Repairer, Hand Packer and Packager, Machine Operator, Welder, Electrical and Electronic Technician and Technologist, Industrial Engineer, Manufacturing Engineer, Manufacturing Technician, Precision Inspector, Production Manager, Computer Maintenance Technician, Electrical Equipment Installer/ Repairer, Facility Electrician, Industrial Electronic Installer/ Repairer/Manager, Industrial Machinery Mechanic, Industrial Maintenance Electrician, Industrial Maintenance Technician/ Mechanic, Maintenance Repairer, Inspector, Process Control Technician, Quality Control Technician, Quality Engineer, Safety Team Leader, and Safety Technician.

Key Skills and Abilities include: Communication (both written and oral), problem solving and critical thinking, how to use information and technology applications, understanding team member role, understanding health, safety and environmental procedures, leadership and teamwork abilities, ethics and legal responsibilities, and technical skills.

AEROSPACE

South Carolina's aerospace industry continues to drive economic growth with an economic impact of more than $28.8 billion. With a strong presence of aviation in place already with major companies like Lockheed Martin, a manufacturer for F16 Block 70; Honeywell, manufacturing Aircraft and Helicopter Engines; GE Aviation, manufacturing Jet Engine High Pressure Turbine Blades; Michelin Aircraft Tires; and Solvay Cytec Carbon Fibers, providing carbon fiber/aircraft components, the Upstate is poised to further embrace the Aerospace industry. The National Association of Manufacturers (NAM) predicted that the aerospace industry would increase by 8.9% in 2018 and would lead growth across South Carolina. The Aerospace cluster in South Carolina employs more than 129,000 people. There are more than 400 aviation and aerospace-related companies in South Carolina, and 40% of them are located in the Upstate. Although located in Charleston, SC, the newly established Boeing plant could potentially have the same effect as BMW, causing an industry of suppliers to form to meet Boeing's needs. Some of those impacts could be felt as far away as Link Upstate, especially as the region surrounds a critical juncture between Charlotte and Atlanta, where I-85 and I-385 meet.

Key Career Pathways for the Aerospace Industry include: Product and Parts Manufacturing, Engineering Services, Testing Laboratories, Space Research and Technology, National Defense, Customer Service/Support, and Technical Support/Field Service.

Key occupations within this industry include: Assembler, Automated Manufacturing Technician, Electrical Installer and Repairer, Hand Packer and Packager, Machine Operator, Welder, Electrical and Electronic Technician and Technologist, Industrial Engineer, Manufacturing Engineer, Manufacturing Technician, Precision Inspector, Production Manager, Computer Maintenance Technician, Electrical Equipment Installer/ Repairer, Facility Electrician, Industrial Electronic Installer/ Repairer/Manager, Industrial Machinery Mechanic, Industrial Maintenance Electrician, Industrial Maintenance Technician/ Mechanic, Maintenance Repairer, Inspector, Lab Technician, Process Control Technician, Quality Control Technician, Quality Engineer, Safety Team Leader, and Safety Technician.

Key Skills and Abilities include: Interpersonal skills, integrity, professionalism, initiative, dependability and reliability, lifelong learning, teamwork, planning & organizing, innovation & invention, problem solving & decision making, working with tools & technology, checking, examining & recording, and business fundamentals.

HEALTHCARE

The Link Upstate Region is home to several large healthcare systems, making Healthcare another key industry in our economy. Prisma Health, serving more than 1.2 million patients per year and employing ~~32,000~~ 29,500 employees according to their website, has a large presence in the Link Upstate Region, offering hospitals and a network of medical offices to meet the medical needs of local residents. Other major hospital systems in the area include AnMed Health, Bon Secours St. Francis Health System, Self-Regional Hospital, and Spartanburg Regional Healthcare System.

Key Career Pathways for the Healthcare Industry include: Therapeutic Services, Diagnostic Services, Support Services, Health Informatics, and Biotechnology Research and Development.

Key occupations within this industry include: Surgical Technologists, Diagnostic Medical Sonographers, Magnetic Resonance Imaging Technologists, Nuclear Medicine Technologists, Radiation Therapists, Dental Hygienists, Ophthalmic Medical Technicians, Physical Therapist Aides, Dental Assistants, Phlebotomists, Physical Therapist Assistants, Medical Assistants, Occupational Therapy Aides, Radiologic Technologists, Home Health Aides, Respiratory Therapists, Medical Secretaries, Occupational Therapy Assistants, Health Technologists and Technicians, Nursing Assistants, Nurse Practitioners, and Personal Care Aides.

Key Skills and Abilities include: Interpersonal skills, integrity, professionalism, initiative, dependability and reliability, adaptability & flexibility, lifelong learning, teamwork, customer focus, planning & organizing, creative thinking, problem solving & decision making, working with tools & technology, scheduling & coordinating, checking, examining & recording, sustainable practices, and health & safety.

DISTRIBUTION & LOGISTICS

With Link Upstate's unique position to I-85 and I-385, distribution and logistics has become a significant industry for the area. The Inland Port of Greer, access to several airports, including Greenville Spartanburg Airport, and railroad access through Norfolk-Southern and CSX Transportation has further made Link Upstate an attractive location for distribution and logistics companies. Employers specializing in distribution include Atlas Cold Food Storage, Colgate/Palmolive, Diversified Distribution Systems, Greenco Beverage Company, Pet Dairy, Scansource, Sunland Logistics Solutions, Synnex, and WW Grainger, among others. Walgreens, a pharmaceutical distribution company based in Anderson County, actively recruits those with disabilities to work in their distribution center. Those specializing in logistics include: AAA Cooper Transportation, Am-Can Transport, DMX Transportation, Greenwood Motor Lines, SAIA Motor Freight Lines, Estes Express Lines, Quickway Carriers, and Southeastern Freight Lines.

Key Career Pathways for the Distribution & Logistics Industry include: Facility and mobile equipment maintenance, Health, safety and environmental management, Logistics planning and management services, Sales and services, Transportation operations, Transportation systems and infrastructure, and Planning, management and regulation.

Key occupations within this industry include: Communications, Transportation and Utilities Manager, Dispatcher, Freight, Stock, and Material Mover, Industrial Truck and Tractor Operator, Logistical Engineer, Logistician, Materials Associate, Materials Handler, Materials Mover, Process Improvement Technician, Quality Control Technician, Traffic, Shipping, and Receiving Clerk, and Warehousing and distribution center operations.

Key Skills and Abilities include: Interpersonal skills, integrity, professionalism, initiative, dependability and reliability, adaptability & flexibility, lifelong learning, teamwork, customer focus, planning/ organizing, problem solving & decision making, working with tools & technology, checking, examining & recording, and business fundamentals.

REGIONAL WORKFORCE OVERVIEW

Population

Link Upstate is home to ~~1,579,880~~ 1,468,824 individuals (Community Profile, updated July ~~20, 2020~~ July 22, 2022, SC Department of Employment and Workforce from US Census Bureau, American Community Survey). Projected population totals for 2030 are expected to reach 1,740,720.

Demographics

According to the American Community Survey, approximately 26% (386,020) of those living in the Link Upstate region are young ~~adults~~ individuals under the age of 20, those of working age 20-74 makes up approximately 68% (992,191), and seniors aged 75+ equals roughly 6% (90,613) of the population.

Looking at population by race, the Link Upstate region consists of 75.8% white (1,112,646), 19.3% black (282,774), 0.2% American India/Alaskan Native (3,183), 1.4% Asian (20,789), 0.1% Native Hawaiian/Other Pacific Islander (716), 3.5% two or more races (51,448), and 1.6% Other (22,992). Roughly 51.3% (753,093) of the population is female and 48.7% (715,731) is male.

Labor Force: Employed & Unemployed

The total civilian labor force (not seasonally adjusted) for Link Upstate in June 2020 was 773,594; of which, 705,476 were employed and 68,118 were unemployed. The unemployment rate was 8.8%. Update: At the conclusion of 2021, there were 712,035 employed and 27,939 unemployed. The unemployment rate was 3.8%. The Upstate WIOA Region has recovered well from the pandemic era workforce related unemployment.

Area	Labor Force	Employed	Unemployed	Unemployment Rate
Greenville	265,940	243,716	22,224	8.4%
Upper Savannah	116,973	107,063	9,910	8.5%
Upstate	200,055	179,524	20,531	10.3%
Worklink	190,626	175,173	15,453	8.1%

Source: Bureau of Labor Statistics, SC Dept of Employment & Workforce

Updated Table is below in yellow (could not strike through above table since it was a screenshot):

Area	*Labor Force*	*Employed*	*Unemployed*	*Unemployment Rate*
Greenville	255,544	246,829	8,715	3.4%
Upper Savannah	111,061	106,560	4,501	4.1%
Upstate	192,380	184,208	8,172	4.2%
Worklink	180,989	174,438	6,551	3.6%

July 22, 2022 SCDEW Community Profile

Commuting Patterns

Approximately 91.3% (582,441) of the Link Upstate population lives and works in the Link Upstate region. In-Commuters (defined as those living outside the region but reporting to work in the region) makes up

3.7% (23,357), and Out-Commuters (defined as those living inside the community but reporting to work outside the region) makes up 5.0%.

There are an estimated 19,842 individuals that commute to work outside of the Link Upstate region. Top destinations are Lexington, SC (includes the capital city of South Carolina), Aiken, SC, and Richland, SC. Additionally, 6,633 individuals live in South Carolina, but report to either North Carolina (the Charlotte Metro area is close to the South Carolina border) and Georgia for their employment.

Commuting Patterns

Commuting To			*Commuting From*		
Ranking	**County**	**Workers**	**Ranking**	**County**	**Workers**
1	Lexington, SC	4,749	1	Polk, NC	2,172
2	Aiken, SC	3,978	2	Aiken, SC	1,921
3	Richland, SC	3,838	3	Cleveland, SC	1,819
4	Richmond, GA	2,233	4	Lexington, SC	1,676
5	Mecklenburg, NC	1,349	5	Rutherford, NC	1,256
6	Cleveland, NC	914	6	Richland, SC	1,228
7	Polk, NC	805	7	York, SC	737
8	Henderson, NC	690	8	Henderson, SC	695
9	York, SC	644	9	Mecklenburg, NC	541
10	Columbia, GA	642	10	Hart, GA	502
		19,842			12,547

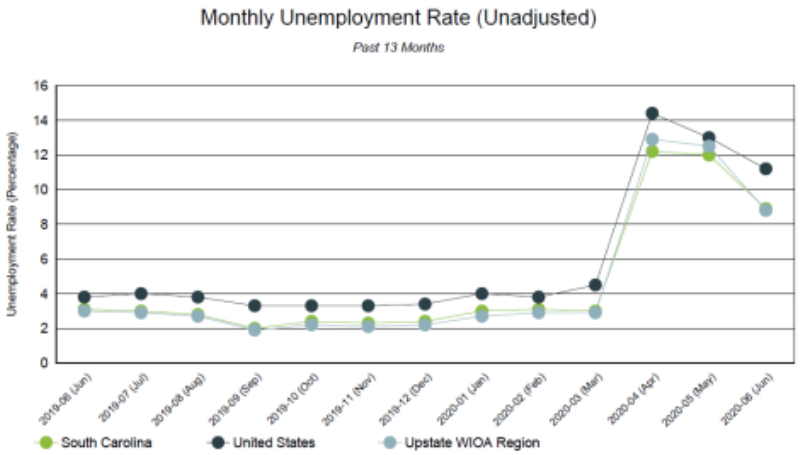
Source: SC Department of Employment and Workforce, Community Profile (July 20, 2020)

There are approximately 12,547 individuals that live outside of the region but commuting to work in one of the 14 counties in Link Upstate. The largest number of commuters from outside the region originates from Polk County, NC, Aiken County, SC, and Cleveland County, SC.

Recent Impacts for COVID-19 Pandemic

March 15, 2020 was a turning point for all of South Carolina in regards to the economic growth our State has experienced over the last ten years. In the months leading up to the pandemic, unemployment rates were historically low for the Upstate Link region, hovering between 1.9% (September 2019) and 3.0% (June 2019).

Link Upstate began to see direct impacts from the World Health Organization's announcement of a worldwide COVID-19 pandemic when Governor McMaster's declared a State of Emergency and closed schools across South Carolina. A domino effect began shortly thereafter. The Governor mandated the shutdown of dine-in service in restaurants and bars, state tax deadlines were postponed, and groups of more than 50 in public settings were banned. This subsequently led to schools being closed for the remainder of the year, public gatherings of more than three were considered a misdemeanor violation, beaches and State parks were closed, lodging and travel restrictions were put into place, and non-essential businesses were closed. On April 7, the Governor ordered a Home or Work order. As a result, the Link Upstate unemployment rate took a dramatic turn topping out at 12.9% (April 2020).



The Link Upstate economy was in excellent condition prior to the pandemic. With easing of shutdowns, the Governor's AccelerateSC taskforce recommendations for re-opening, additional CDC guidance on social distancing, and additional production and availability of Personal Protective Equipment (PPE) resources to help control the spread, the unemployment rate has come down significantly. As of June 2020, Link Upstate's unemployment rate was at 8.8% compared to the State's 8.9% and the nation's 11.2%. The full effects of the coronavirus on the Link Upstate region will not be known until the pandemic has ended.

Update: The Link Upstate's current unemployment rate for July 2022 is 3.1%. A remarkable recovery.

Labor Market Trends

Estimated and Projected Employment (Growth/Decline by Industry)

The Link Upstate Community Profile (July ~~20, 2020~~ 22, 2022), indicates that the largest industries by number employed are as follows: Manufacturing (~~113,963~~ 121,748), Healthcare and Social Assistance (~~77,587~~ 89,411), Retail Trade (~~73,433~~ 75,121), Accommodation and Food Services (59,024) and Administrative and Support and Waste Management and Remediation (~~61,100~~ 55,237) ~~Public Administration (79,379).~~

The industries that will be experiencing significant growth from ~~2020 to 2026~~ 2018 – 2028. ~~Transportation and Warehousing will be adding 5,622 new jobs (+26.56%~~ Management of Companies & Enterprises will be adding 2,153 (+29.57%), Professional, Scientific, & Technical Services adding 7,536 (+28.43%), Administrative and Support and Waste Management and Remediation adding ~~11,411~~ 15,941 new jobs (+~~18.68~~ 27.46%, Wholesale Trade will add 6,377 (25.08%), and Construction will add 5,523 (+19.49%). ~~Health Care and Social Assistance adding 15,354 10,853 new jobs (+19.79 13.2%), Accommodation and Food Service adding 11,085 8,290 new jobs (+19.4913.66%),), and Real Estate and Rental and Leasing adding 1,083 1,064 jobs (+16.07 15.38%)~~. It is important to note that Administrative

and Support and Waste Management and Remediation includes workers who are hired through temporary or staffing agencies, regardless of the industry in which those individuals are working. This category likely includes individuals working in many other industries including (but not limited to) Manufacturing, Transportation and Warehousing, and Wholesale Trade.

Upstate WIOA Region Industry	2016 Estimated Employment	2026 Projected Employment	Change	Percent Change	Annual Percent
Total All Industries	706,568	785,279	78,711	11.14	1.06
Health Care and Social Assistance	77,587	92,941	15,354	19.79	1.82
Administrative and Support and Waste Management and Remediat	61,100	72,511	11,411	18.68	1.73
Accommodation and Food Services	56,881	67,966	11,085	19.49	1.80
Manufacturing	113,963	120,697	6,734	5.91	0.58
Transportation and Warehousing	21,167	26,789	5,622	26.56	2.38
Retail Trade	73,433	78,522	5,089	6.93	0.67
Educational Services	52,218	56,919	4,701	9.00	0.87
Construction	28,849	32,743	3,894	13.50	1.27
Wholesale Trade	29,553	33,265	3,712	12.56	1.19
Professional, Scientific, and Technical Services	26,157	29,629	3,472	13.27	1.25
Finance and Insurance	17,572	18,867	1,295	7.37	0.71
Other Services (except Government)	29,253	30,519	1,266	4.33	0.42
Management of Companies and Enterprises	7,548	8,642	1,094	14.49	1.36
Real Estate and Rental and Leasing	6,738	7,821	1,083	16.07	1.50
Arts, Entertainment, and Recreation	7,375	7,916	541	7.34	0.71
Information	8,836	9,282	446	5.05	0.49
Utilities	2,799	2,817	18	0.64	0.06
Mining	283	276	-7	-2.47	-0.25
Agriculture, Forestry, Fishing and Hunting	5,877	5,097	-780	-13.27	-1.41
Public Administration	79,379	82,060	2,681	3.38	0.32

Source: SC Department of Employment & Workforce - Industry Projections

Update: The above is replaced with the below table. Since the above was a screenshot, we could not do a strikethrough.

Industry	***2018 Est. Employment***	***2028 Projected Employment***	***Change***	***%***
Total All	706,410	797,106	90,696	12.84%
Administrative & Support & Waste Mgt	58,062	74,003	15,941	27.46%
Manufacturing	120,530	133,750	13,220	10.97%
Health Care & Social Assistance	82,213	93,066	10,853	13.20%
Accommodation and Food Services	60,679	68,969	8,290	13.66%
Professional, Scientific & Technical Services	26,508	34,044	7,536	28.43%
Wholesale Trade	25,422	31,799	6,377	25.08%
Construction	28,331	33,854	5,523	19.49%
Transportation & Warehousing	22,787	26,365	3,578	15.70%
Other Services (except Government)	29,779	32,105	2,326	7.81%
Educational Services	53,370	55,667	2,297	4.30%
Retail Trade	74,476	76,639	2,163	2.90%
Management of Companies & Enterprises	7,282	9,435	2,153	29.57%
Finance and Insurance	17,616	19,397	1,781	10.11%
Arts, Entertainment & Recreation	8,239	9,315	1,076	13.06%
Real Estate & Rental and Leasing	6,916	7,980	1,064	15.38%

Information	8,313	9,133	820	9.86%
Utilities	2,814	2,843	29	1.03%
Mining	408	414	6	1.47%
Agriculture, Forestry, Fishing, Hunting	4,470	4,313	-157	-3.51%

SC DEW - Industry Projections 7/22/22

Those industries with the smallest expected growth percentage between 2018 – 2028 in the Link Upstate Region ~~fewest number of employees~~, includes Agriculture, Forestry, Fishing, Hunting (-157 / -3.51%); Utilities (~~2799~~ 29 / 1.03%); Mining (~~283~~ 6 / 1.47%); Retail Trade (2,163 / 2.90%); and Educational Services (2,297 / 4.30%) ~~Real Estate and Leasing (6738); and Arts, Entertainment and Recreation (7375)~~. ~~Two~~ ~~One of these industries is expected to shrink by 2026: Agriculture, Forestry, Fishing and Hunting will lose 780~~ 157 positions (~~-13.27~~ 3.51%) ~~and Mining will lose 7 positions (2.47%). Other industries are predicted to remain close to level or see no more than 5% growth over the next 10 years. Among those, Utilities will add only 18 positions (+.06), Public Administration will add 2,681 positions (+3.38%), and Other Services (except Government) will add 1,266 positions (+4.33%).~~

Occupational Growth

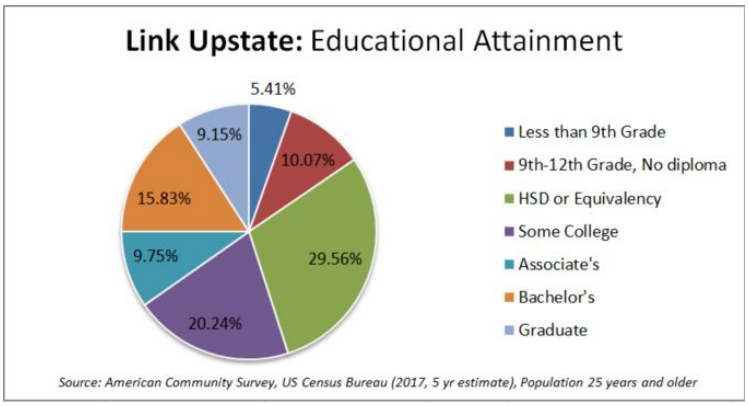
Several occupations are expected to grow significantly between ~~2016 and 2026~~ 2018 – 2028 in the Link Upstate Region. Among those expected to lead growth: Statisticians (43%), Veterinary Assistants & Laboratory Animal Caretakers (42%), Veterinary Technologists & Technicians (42%), Security & Fire Alarm System Installers (41%) and Electric Motor, Power Tool & Related Repairers (39%). ~~Home Health Aides (48%), Physician Assistants (42%), Nurse Practitioners (42%), Personal Care Aides (38%), and Physical Therapists Aids (38%). Occupations growing outside the Healthcare industry include: Operations Research Analysts (35%), Information Security Analysts (35%), Appraisers and Assessors of Real Estate (34%), Helpers – Production Workers (33%), Software Developers, Applications (33%), and Industrial Engineers (29%).~~

Occupational Decline

There are some occupations that are expected to decline between ~~2016 and 2026~~ 2018 - 2028. The top declining occupations include: Switchboard Operators including Answering Service (-27%), Pressers, Textile Garment, and Related Materials (-18%), Photographers (-17%), Fallers (-17%) and Textile Bleaching and Dyeing Machine Operators & Tenders (-16%). ~~Coin, Vending, and Amusement Machine Servicers and Repairers (-27%, -96 positions); Farmers, Ranchers, and Other Agricultural Managers (-18%, -1,361 positions); Data Entry Keyers (17%, -446 positions); Prepress Technicians and Workers (17%, -38 positions); and Legal Secretaries (17%, -314 positions)~~.

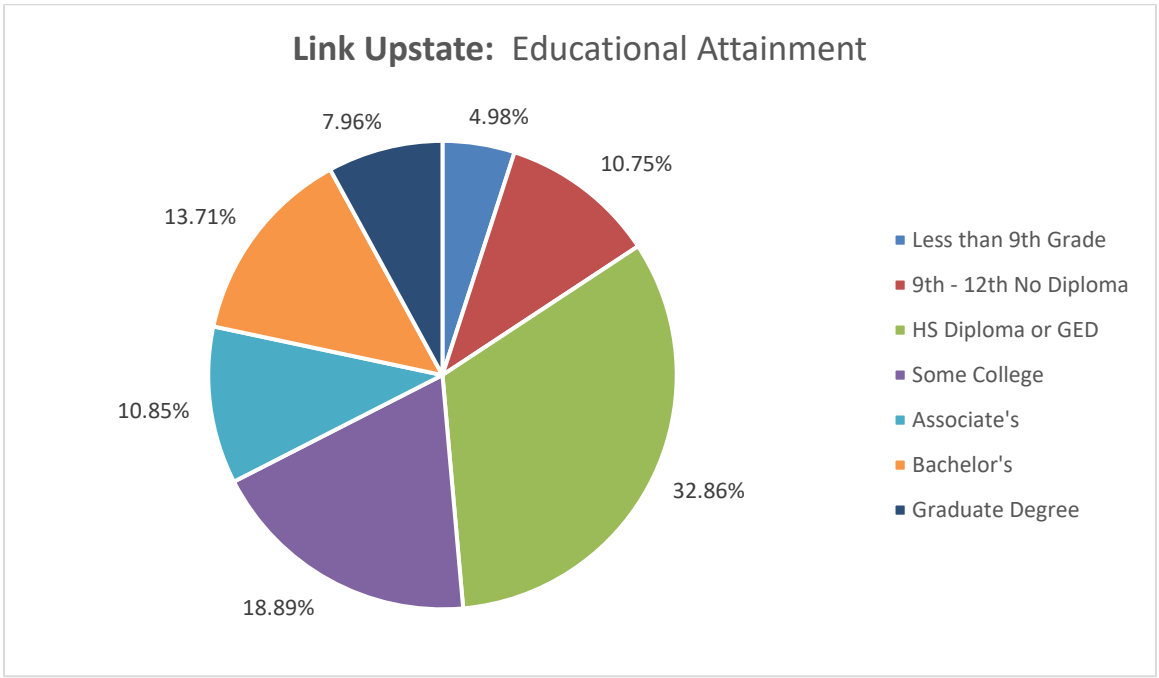
~~Skills and Knowledge~~

~~The American Community Survey estimates educational attainment (of those 25 years or older) for the Upstate Link workforce to be as follows: 15.48% (159,020) have less than a High School Diploma (HSD) or equivalency; 59.55% (611,847) have a HSD or Equivalency, some college or an Associate's Degree; and 24.99% (256,649) have a Bachelor's Degree or higher.~~



UPDATE: Skills and Knowledge (cannot strike through chart above, but new chart below):

The American Community Survey estimates educational attainment (of those 25 years or older) for the Upstate Link workforce to be as follows: 13.46% (145,003) have less than a High School Diploma (HSD) or equivalency; 59.18% (637,637) have a HSD or Equivalency, some college or an Associate's Degree; and 27.36% (294,733) have a Bachelor's Degree or higher.



Source: American Community Survey, US Census Bureau (2020, 5 yr. estimate). Population 25 years and older

Barriers to Employment

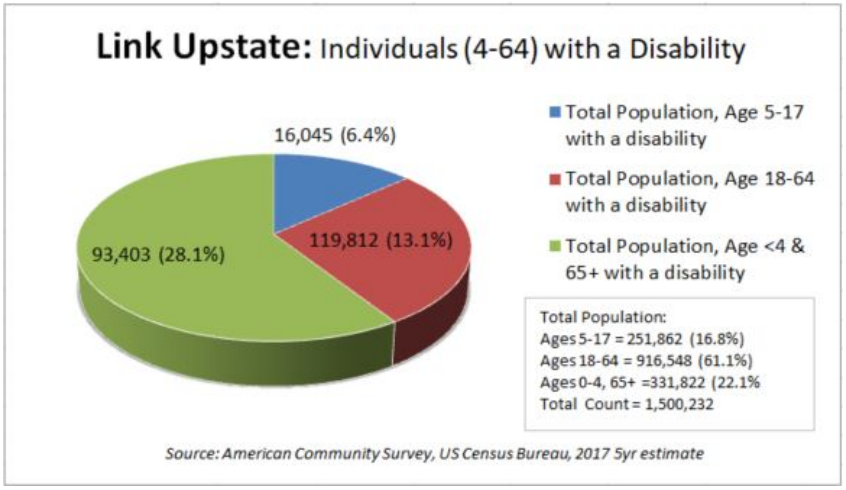
The Link Upstate region is home to a growing and diverse population. The groups of individuals provided here have been identified as having specific needs or challenges that may cause barriers to becoming employed. These groups also align with the State Workforce Development Board's identified priority populations.

~~a. INDIVIDUALS WITH A DISABILITY~~

~~According to the American Community Survey (2017 5-year estimate), there are 916,548 individuals ages 18-64 (61.1% of the total population) living in the Link Upstate region. Approximately 119,812 have been identified as having a disability, which equates to about 13.1% of those aged 18-64.~~

~~*Youth with a Disability*~~

~~According to the American Community Survey (2017 5-year estimate), there are 251,862 individuals ages 5-17 (16.8% of the total population) living in the Link Upstate region. Approximately 16,045 have been identified as having a disability, which equates to about 6.4% of those aged 5-17.~~

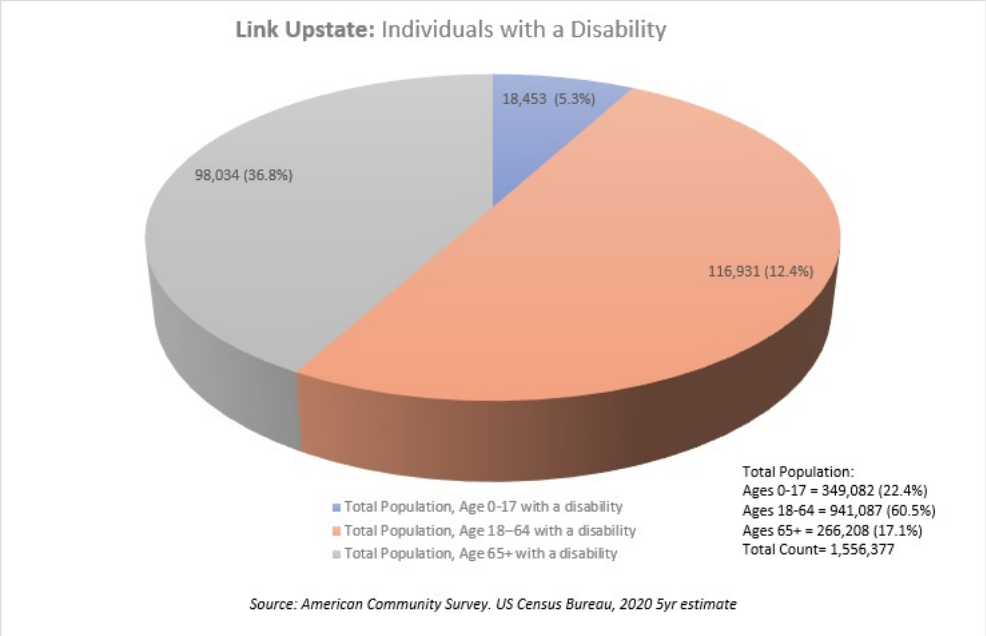


a. UPDATE: INDIVIDUALS WITH A DISABILTY (Above Chart is Obsolete – could not strike through. Updated Chart below)

According to the American Community Survey (2020 5 year-estimate), there are 941,087 individuals ages 18-64 (60.5% of the total population) living in the Link Upstate region. Approximately 116,931 have been identified as having a disability, which equates to about 12.4% of those aged 18-64.

Youth with a Disability

According to the American Community Survey (2020 5 year-estimate), there are 349,082 individuals ages 0-17 (22.4% of the total population) living in the Link Upstate region. Approximately 18,453 have been identified as having a disability, which equates to about 5.3% of those aged 0-17.



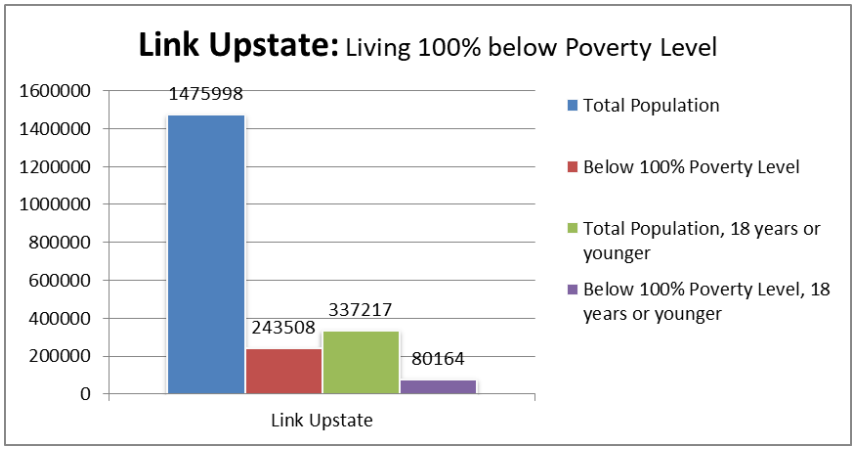
These individuals have disabilities which include: hearing difficulties, vision difficulties, cognitive difficulties, ambulatory difficulties, self-care difficulties, and independent living difficulties. These individuals may need additional or specialized assistance when searching for employment.

b. VETERANS

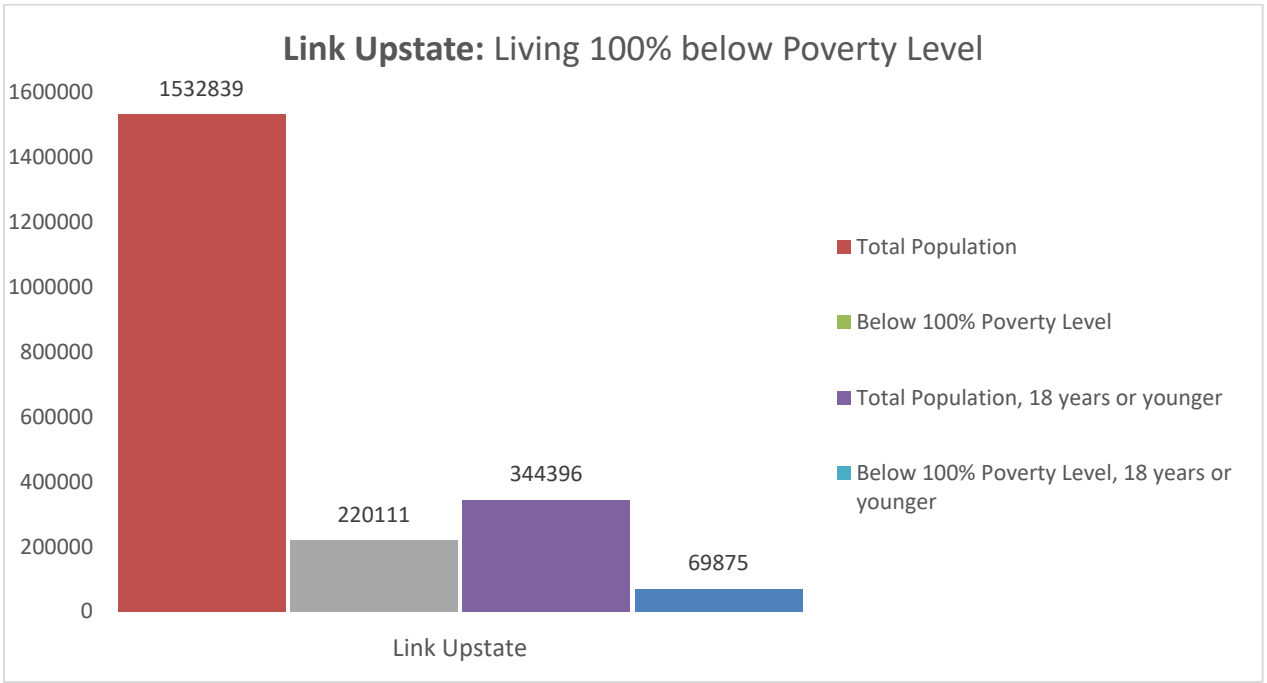
Of the total Link Upstate population 18 and above, approximately ~~8.4~~ 7.8% are veterans (Source: American Community Survey, US Census Bureau 2020 5yr Estimate). There are nearly ~~49,184~~ 94,889 veterans (age ~~18-64~~ 18 and above). ~~living in the Link Upstate Region, which is approximately 50% of the total number (99,271) of Veterans living in the region~~. It should be noted that a number of those veterans have retired and are no longer in the workforce. Many veterans return to civilian life and have very productive careers. However, some veterans need specialized assistance in learning how to transfer their military experiences into civilian skills that are needed in the workplace. Some veterans also wish to return to school to obtain a degree or certification to help increase their employability. As workforce development entities, it is very important that we stay on top of the plethora of non-profits and government entities that are serving Veterans so we can help connect Veterans to needed services. The SCDVA has launched a Combined Arms platform that will help Veterans connect to key services.

c. POVERTY/LONG TERM UNEMPLOYED

There are approximately ~~243,508~~ 220,111 people living in poverty in the Link Upstate region. This equates to about ~~16.5%~~ 14.4% of people in the region, which means nearly 1 in ~~6~~ 7individuals in the region lives in poverty. Poverty can be a barrier to employment because an individual who cannot afford stable housing, transportation, phone/ internet, and many other needs will likely have a harder time finding and keeping a job. Poverty also makes attending school for additional training and education much more difficult.



Updated graph below – could not strike through the above chart:



d. YOUTH WITH BARRIERS

- *Low-Income*

  Link Upstate has a population of youth ~~aged 18 or younger~~ under 18 years of age equaling ~~337,217~~ 344,396, which is ~~22.8%~~ 22.5% of the total population. There are approximately ~~80,164~~ 69,875 youth ~~18 or younger~~ below the age of 18 living in poverty. This equates to about ~~23.8%~~ 20.3% of all youth living in poverty in the region, which means nearly 1 in ~~4~~ 5 youth in the Link Upstate region experience poverty. Poverty for youth can be a barrier to employment because an individual who cannot afford stable housing, transportation, phone/internet, and many other needs will likely have a harder time finding and keeping a job. Poverty also makes attending school for additional training and education much more difficult.

- *Dropouts*

  In the ~~2019~~ 2021 school year, SC Department of Education reports that ~~65,166~~ 68,051 students were enrolled in the ~~K-12~~ 9-12 Link Upstate school system. Twenty-seven school districts serve the Link Upstate region. Approximately ~~1,442~~ 1,905 students dropped out before graduating, equaling a dropout rate of ~~2.2%~~ 2.8% for the year. This reflects ~~an upward~~ a downward trend year to year of students completing high school. It appears that COVID-19 contributed to the dropout increase. Potential challenges dropout face: dealing with social stigma, fewer job opportunities, lower salaries, and higher probability of involvement with the criminal justice system.

Link Upstate: School Dropouts, 2016-2019

Grades 9-12	2016-2017	2017-2018	2018-2019
Enrollments	65289	64885	65166
Dropouts	1593	1583	1442
Dropout Rate	2.4%	2.4%	2.2%

Source: SC Department of Education

Updated Graph Below: Could not strike through above graph as it was screenshot.

Link Upstate: School Dropouts, 2016-2021

Grades 9-12	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Enrollments	65289	64885	65166	66107	68051
Dropouts	1593	1583	1442	1276	1905
Dropout Rate	2.4%	2.4%	2.2%	1.9%	2.8%

Source: SC Department of Education

- *Not in school*

Link Upstate's Youth (ages 16-19) that are not enrolled in school equals ~~12,538~~ 13,437. Of those ~~12,538~~ 13,437 youth, approximately ~~4,355~~ 4,410 do not have a high school diploma or equivalency. This is approximately ~~5.3%~~ 5.2% of the youth aged 16-19 population. *(American Community Survey, ~~2017~~ 2020 5year estimate)* Potential challenges and barriers to employment that this group of youth face: poverty, bad health, welfare, and engage in crime.

- *Crime*

  SC Department of Juvenile Justice released data for juvenile cases for the ~~2016-2017~~ 2018-2019 fiscal year. In the Link Upstate Region, there were a total of ~~3563~~ 3,268 juvenile cases representing ~~26.2%~~ 27.6% of the State's total number of Juvenile offenders. Year over year, the total of number of juvenile cases has dropped.

Juvenile Cases FY 2016-2017	Total	State
Total # of Juvenile Cases	3563	13591
% Increase/Decrease from Previous Year	-4.8%	-11.9%
Number of Juvenile Cases Classified as Violent or Serious	367	1397
% Increase/Decrease from Previous Year	40.0%	-14.8%
Number of Status Offense Cases	271	1259
% Increase/Decrease from Previous Year	71.8%	-15.0%
Number of Detention Center Cases	1112	3320
% Increase/Decrease from Previous Year	7.2%	1.80%
Source: SC DJJ; Juvenile Cases for 2016-2017		

Update Chart follows as we could not strike through the above chart:

Juvenile Cases 2018-2019		
	Total	State
Total # of Juvenile Cases	3268	11849
% Increase/Decrease from Previous Year	-8%	-13%
Number of Juvenile Cases Classified as Violent or Serious	341	1224
% Increase/Decrease from Previous Year	-7%	-12%
Number of Status Offense Cases	588	2267
% Increase/Decrease from Previous Year	117%	80%
Number of Detention Center Cases	958	2867
% Increase/Decrease from Previous Year	-5%	-14%
Source: SC DJJ Juvenile Cases 2018-2019		

~~However~~, Those classified as "Violent or Serious," and "Detention Center Cases" continues ~~to climb~~ have decreased, but "Status of Offense Cases" has increased. Challenges faced by youth that have been detained by the justice system include: lack of education, lack of housing, mental health and substance abuse, and reconnecting with families can all present barriers to employment. (*Re-Entry: Key issues, Juvenile Justice Information Exchange*)

- *Foster Care*

  According to the SC Department of Social Services, in SFY ~~2018-2019~~ 2020-2021, ~~2,489~~ 2,413 youth were served through foster care in the Link Upstate area. This equates to ~~29.0%~~ 33.9% of the ~~8,581~~ 7,121 foster care youth served by the state of South Carolina.

SC Foster Care SFY 2017-2018	0-6 YO	7-12 YO	13-17 YO	18 YO and over	Total
STATE TOTAL	3520	2429	2276	356	8581
Link Upstate Total	**1262**	**711**	**494**	**22**	**2489**
% of State Total	35.9%	29.3%	21.7%	6.2%	29.0%

Source: SC Department of Social Services, Total Children Served in Foster Care by Office of Case Management During SFY 2018-2019

The Updated chart is below and the above chart is obsolete:

SC Foster Care SFY 2020-2021	0-6 YO	7-12 YO	13-17 YO	18 YO and over	Total
STATE TOTAL	2684	1911	2082	444	7121
Link Upstate Total	923	635	692	163	2413
% of State Total	34.4%	33.2%	33.2%	36.7%	33.9%

Source: SC Department of Social Services, Total Children Served in Foster Care by Office of Case Management During SFY 2020-2021

According to "Young Adults Formerly in Foster Care: Challenges and Solutions," a Foster Care Youth Brief published by youth.gov, individuals in or aging out of foster care face these possible challenges: unstable housing or homelessness, lack of adequate elementary and secondary education, lack of employment and job training, problems with physical health, behavioral health, and general well-being, lack of access to health care, justice system involvement, lack of social connections. These can be barriers to finding and keeping sustainable employment. It is important that we are intentional in meeting with those in Foster Care before they are released as they are in need of case management as they obtain jobs, attend adult education or attend post-secondary education.

- *Teen parent*

  Fact Forward tracks teen pregnancy statistics and released the following data for ~~2018~~ 2020:

2018 Teen Birth Rates and Numbers by Age Group							
		Ages 15-19		Ages 15-17		Ages 18-19	
	Rank	Number	Rate	Number	Rate	Number	Rate
Laurens	3	87	42.5%	25	20.4%	62	75.8%
Saluda	7	19	36.3%	6	19.1%	13	61.9%
Cherokee	8	67	35.2%	12	10.5%	55	72.1%
Newberry	10	43	33.7%	13	17.0%	30	58.7%
McCormick	11	5	33.3%	0		5	84.7%
Edgefield	17	20	29.0%	7	16.9%	13	46.9%
Union	18	22	28.9%	9	19.7%	13	42.8%
Greenwood	20	68	27.6%	13	8.8%	55	55.7%
Oconee	22	56	27.5%	18	10.7%	43	52.8%
Anderson	27	169	26.6%	46	12.1%	123	48.4%
Abbeville	30	19	23.3%	4	8.2%	15	46.2%
Spartanburg	35	225	21.5%	45	7.2%	180	43.1%
Greenville	39	301	18.8%	76	7.9%	225	35.1%
Pickens	42	89	17.2%	24	7.7%	65	31.4%
Link Upstate Total		1190	28.7%	298	12.8%	897	54.0%
Source: FactForward.org, Teen Birth Rates							
Note: Counties are ranked from worst to best teen birth rate for 15-19 year olds. Rate is calculated per 1,000 females. Rates calculated with small numbers							

Updated Chart is below. I could not strike through the above as it was a screen shot.

2020 Teen Birth Rates and Numbers by Age Group							
		Ages 15-19		Ages 15-17		Ages 18-19	
	Rank	Number	Rate	Number	Rate	Number	Rate
McCormick	5	5	34.5%	1	11.5%	4	69%
Saluda	6	17	34.3%	4	13.4%	13	65.7%
Cherokee	9	60	32.7%	12	10.9%	48	65.5%
Union	12	22	30%	5	11.3%	17	58%
Laurens	18	55	27%	10	8.2%	45	55.2%
Greenwood	19	62	25.9%	12	8.4%	50	52.4%
Newberry	22	29	23.5%	7	9.5%	22	44.5%
Anderson	30	123	19.4%	26	6.8%	97	38.2%
Oconee	30	42	19.4%	10	7.7%	32	37%
Spartanburg	35	186	17.7%	45	7.1%	141	33.5%
Greenville	39	260	16%	64	6.5%	196	30.1%
Edgefield	41	11	15%	2	4.5%	9	30.7%
Pickens	43	78	13.8%	21	6.2%	57	25.2%
Abbeville	46	7	8.9%	1	2.1%	6	19%
Link Upstate Total		957	23.4%	220	8.2%	737	44.6%
Source: FactForward.org, Teen Birth Rates							
Note: Counties are ranked from worst to best teen birth rates for 15–19-year-olds. Rate is calculated per 1,000 females. Rates calculated with small numbers							

The State's teen pregnancy rate for those 15-19 years old was ~~28.7~~ 19.3% or ~~1,190~~ 3,069 pregnancies. Of those ages 15-17, the rate was averaged ~~12.8~~ 7.8%% or ~~298~~ 748 pregnancies. In the Link Upstate Area, the number of pregnancies for ages 15-19 dropped in 2020 to 957 from 2018's number of 1,195. Potential challenges that pregnant and parenting youth face include: poverty, homelessness, malnutrition, complications of pregnancy, emotional problems such as depression or drug and alcohol use, lack of a support system, lack of childcare, and lack of education.

e. EX-OFFENDERS

In FY~~2018~~ 2021, there were ~~3,379~~ 2,302 individuals released from the Department of Corrections in the Link Upstate Region. In FY2019, there were 2,922 individuals released from the Department of Corrections in the Link Upstate Region. These individuals may have been out of the workforce for a substantial amount of time and may need additional assistance with job search and interviewing skills.

f. HOMELESS

According to ~~2019~~ 2020 SC Homelessness Report provided by the SC Interagency Council on Homelessness, there are ~~1,401~~ 1,542 homeless individuals in the Link Upstate region, which make up approximately ~~37.3~~ 36.1% of the estimated total state homeless population. This number includes at ~~110~~ 98 homeless veterans. Individuals who are homeless may have difficulty finding and keeping a job, and they may have difficulty attending training to obtain new skills and increase their employability.

Homeless	Unsheltered	Sheltered	Homeless	Veterans	Chronically Homeless
Abbeville	**0**	**4**	**4**	**0**	**0**
Anderson	**57**	**57**	**114**	**15**	**31**
Cherokee	**20**	**39**	**59**	**5**	**12**
Edgefield	**1**	**0**	**1**	**0**	**1**
Greenville	**242**	**511**	**753**	**57**	**193**
Greenwood	**35**	**89**	**124**	**7**	**16**
Laurens	**5**	**10**	**15**	**2**	**3**
McCormick*	**0**	**0**	**0**	**0**	**0**
Newberry*	**0**	**0**	**0**	**0**	**0**
Oconee	**35**	**35**	**70**	**2**	**16**
Pickens	**14**	**9**	**23**	**0**	**5**
Saluda	**9**	**0**	**9**	**0**	**5**
Spartanburg	**88**	**141**	**229**	**22**	**39**
Union*	**0**	**0**	**0**	**0**	**0**
Link Upstate	506	895	1401	110	321
Statewide			3752	462	942
Source: 2019 SC Homelessness Report, SC Interagency Council on Homelessness					
**** Data not reported***					

Updated Chart Below – could not strike through above screen shot.

Link Upstate WIOA Region

Homeless	Unsheltered	Sheltered	Homeless	Veterans	Chronically Homeless
Abbeville	0	6	6	0	0
Anderson	113	159	272	17	59
Cherokee	48	37	85	6	31
Edgefield*	0	0	0	0	0
Greenville	214	520	734	45	181
Greenwood	22	96	118	6	14
Laurens	15	6	21	1	5
McCormick	3	0	3	0	0
Newberry	0	6	6	0	0
Oconee	32	44	76	5	20
Pickens	14	5	19	0	2
Saluda	1	0	1	0	0
Spartanburg	35	166	201	18	41
Union*	0	0	0	0	0
Link Upstate	497	1045	1542	98	353
Statewide			4268	428	856

Source: 2020 SC State of Homelessness Report, SC Interagency Council on Homelessness

**** Data not reported***

WORKFORCE DEVELOPMENT ACTIVITIES & ANALYSIS

Developing a workforce to meet the demands of business is vitally important to the Link Upstate economy. Each Local Workforce Development Area in the Link Upstate Region is built upon the same partners as the rest of the state. Wagner-Peyser and the Workforce Innovation and Opportunity program provide services for the general public. Some of the other partners, including SC Vocational Rehabilitation Department, Adult Education and the Department of Social Services have additional services and support of targeted groups of job seekers. The technical college system is an important partner in our workforce system, as they provide training to many of our participants.

Post COVID-19, many of the training programs offered at the technical colleges are no longer on the eligible training provider list which prohibits us from utilizing WIOA funds for the training; however, many of the programs have free tuition. Some training providers find the eligible training provider listing requirements too invasive to the personal information of their students and too cumbersome, so they elect not to participate.

This is especially true in the Upstate Workforce Development Area as most all training programs are now free at Spartanburg Community College. Spartanburg Methodist College also provides free tuition. The Upstate Workforce Board now focuses on on-the-job training with local employers along with co-enrolling with willing colleges to provide supportive services to students in need of these services along with providing case management. In August of 2022, ten nursing students attending USC Union were enrolled into WIOA for case management and supportive services. These WIOA services will help with retention.

Additional scholarships offered through the State legislature has allowed WorkLink to serve additional participants through cost sharing expenses for students. Tri-County Technical College covers a portion and WorkLink covers a portion of an eligible student's continuing education programs of study. This has also allowed us to provide additional supportive services and focus on work-based learning opportunities.

In addition to focusing on OJT and supportive services, our local areas are continuing to develop partnerships to serve customers in new ways. For example, the Greenville County Workforce Development Area created a new Customized Training Program in partnership with Greenville County Emergency Medical Services (EMS) and Greenville Technical College. This program allowed WIOA participants to attend training through Greenville Tech and get hands on experience with Greenville County EMS, and the successful completers were hired by Greenville County EMS. Greenville County staff met with Upstate staff to share this best practice.

Although not comprehensive, below are key workforce development activities and programs offered in the Link Upstate region.

CLASSROOM BASED EDUCATION & TRAINING ACTIVITIES

K-12 SYSTEM

Career and Technology Centers

Career and Technical Education Centers for the K-12 system are offered throughout the State of South Carolina. Link Upstate K-12 students have access to eighteen Career and Technical Education Centers and a variety of programs of study. Career pathways are clearly identified for students to be able to identify the skills and knowledge they will need to pursue to be able to succeed on the job, in the military, or in post-secondary education in their career field of choice.

Dual Enrollment

High School Juniors and Seniors can enroll in post-secondary classes while completing their high school education. They will receive college credit towards an Associate's Degree or Bachelor's Degree for successfully completing college courses. These courses may include English, Computer Technology,

History, Mathematics, Psychology, Allied Health Sciences, Welding, Automotive Technology, Engineering Graphics Technology, Building Construction Technology, among others. Many of the local colleges (including private, public, two-year and four-year) in the Link Upstate region offer dual enrollment opportunities for students, including the four Technical Colleges that serve the Link Upstate region: Greenville Technical College, Piedmont Technical College, Spartanburg Community College, and Tri-County Technical College.

Career Readiness Assessments

The State of South Carolina plans to offer WorkKeys to all 11th grade students beginning this school year. A certificate will be issued to each student that has their scores in each assessment area. ~~SC also has adopted the offers the Ready to Work (R2W) career assessment to eleventh graders as an exit exam. The Ready to Work assessment determines the student's skill level in Applied Mathematics, Locating Information (or Graphic Literacy), and Reading for Information. Depending on the score level of the students, the Ready to Work assessment offers a certificate that students will be able to share with employers demonstrating the level of skills they have mastered.~~

~~The career assessment also offers Essential Soft Skills (ESS) components to demonstrate the mastery of skills the student has learned in regards to Cooperation with Others, Resolving Conflicts and Negotiation, Solving Problems and Making Decisions, Observing Critically, and Taking Responsibility for Learning.~~

SOFT SKILLS

~~*Soft Skills: WIN Learning Software*~~

~~In addition to students having access to the Ready to Work career assessments, Link Upstate promotes the three core assessments to adults in the region. As a result, the WIN Learning software is available to help individuals prepare for the career readiness assessments through a variety of partners, such as SC Works, Adult Education, the Technical Colleges, and SC Vocational Rehabilitation.~~

Update: The assessment procurement is still pending in the state of South Carolina. If the SC Education Department is utilizing WorkKeys, the chances are good that the rest of the state will do the same, but that is to be determined.

~~*Soft Skills: SC JobReadyU Software*~~

~~SC JobReadyU Soft Skills Training Curriculum (SCJRU) is another resource that individuals can use to learn and brush up on soft skills that businesses desire. The JobReadyU was developed by Clemson University and is offered at no cost to the individual. The web-based platform offers self-paced modules in basic education, communication, time management, and problem-solving skills. (This is no longer available.)~~

ADULT EDUCATION

Integrated English and Literacy

A variety of partners offer Literacy and English as a Second Language instruction in the Link Upstate region. Each program seeks to improve the skills of the students they serve in writing, reading comprehension and, in the case of those with Limited English Proficiency, in understanding the spoken word. Both have integrated components of workforce preparation, workforce training, and concurrent and contextualized learning, meaning that students will read passages relevant to the world of work and be introduced to words and phrases that are common in the workplace. In the Link Upstate Region, the primary provider of English as a Second Language and Literacy is Adult Education, a division of the Department of Education; however, other public or private partners may also be providers, such as Greenville Literacy Association.

Integrated Education and Training

Adult Education, a division of the SC Department of Education, is the primary provider of education for those that have dropped out of traditional K-12 learning and wish to pursue a High School Diploma or its equivalent. Each Adult Education Center offers instruction to students to allow them to finish their High School Diploma requirements or prepare them to take the High School equivalency exam. Instruction includes workforce preparation, workforce training, and concurrent and contextualized learning.

COLLEGES, UNIVERSITIES AND PROFESSIONAL SCHOOLS

In total, the Link Upstate region offers ~~32~~ 31 providers of training. Among those include three 4-year public universities: Clemson University, University of South Carolina (Upstate and Union), and Lander University. Other training providers include: ~~six~~ eight private 4-year universities and ~~ten~~ twelve colleges, four technical colleges, and ~~nine~~ eight training providers that offer programs of study leading to credentials, but do not result in associate's or higher-level degree.

Technical College System

There are four technical colleges that serve the Link Upstate Region: Greenville Technical College, Piedmont Technical College, Spartanburg Community College, and Tri-County Technical College. The overarching mission of the Technical Colleges is to prepare students for the workplace. Each college offers programs of study relevant to businesses in the region, including credit courses that lead to an Associate's Degree or higher and continuing education courses for short-term training opportunities that lead to a credential such as an occupational license, certification, or credential.

Research Universities

Among the Universities and Colleges in South Carolina, two that are found in the Link Upstate region have been designated as research universities: Clemson University and University of South Carolina.

Clemson University's research is based on the following innovation clusters: Advanced Materials; Cyber Infrastructure and Big Data Science; Energy, Transportation, and Advanced Manufacturing; Health Innovation; Human Resilience; and Sustainable Environment. As a result of the BMW relocation and Clemson's focus on research, CU-ICAR developed in partnership with automotive manufacturers to research innovative manufacturing solutions, but also to develop the workforce to meet the demands of business by engaging students in the process.

CU-ICAR is home to the nation's only graduate Department of Automotive Engineering. Here, over 200 Clemson University students are pursuing Master of Science and/or Ph.D. degrees in Automotive Engineering. Thanks to the work of our world-class faculty, our graduate students learn in an innovative research-and-educational program that focuses on the vehicle and its infrastructure from a systems-integration perspective. Our entire program is devoted to the discipline of automotive engineering.

The University of South Carolina has two satellite campuses in the region, Union and Upstate. The hub of the University is in the Midlands area, and therefore does not have the research presence that Clemson University does. However, students can participate in research through the University of South Carolina through one of their four focus areas: Health Sciences, Advanced Materials, Energy, and Environment and Sustainability.

WORK-BASED LEARNING AND TRAINING PROGRAMS

On-the-Job Training (OJT)

Offered by WIOA programs, SC Vocational Rehabilitation and SC Department of Social Services, On-the-Job Training offsets a portion of a new worker's wages that an employer will pay while the employee learns the skills required to perform necessary job duties. Seen as a monetary benefit to the employer to compensate for lost production while the individual is in the process of learning the skills needed to be proficient, the employee also benefits by earning while they learn.

Incumbent Worker Training (IWT)

Incumbent Worker Training is offered by Workforce Development Boards (or their contracted service providers) to employers that wish to upskill their workforce (when funds are available). Employees participate in ~~classroom~~ training to learn new skills, allowing them to retain their jobs and providing them skills necessary for advancement. Employers can be reimbursed for a portion of the classroom training cost, offsetting company losses caused by taking employees away from their job duties.

readySC™

A program offered by the technical college system, readySC™ provides business solutions to companies relocating to Link Upstate. A project manager is assigned to work with the company to identify needed solutions. Solutions may include assisting with coordinated recruitment, training the potential workforce

to meet their needs, locating instructors to provide relevant training, and arranging for training to be conducted in offsite facilities. The SCWorks Business Services teams often partner with readySC™ on recruitment. Employers that readySC™ has served in recent years include Michelin, First Quality, Borg Warner, Prodigy Cabinetry, Lockheed Martin, Oshkosh Defense, and ZF Transmissions.

Apprenticeship Carolina™

A division of the Technical College system, Apprenticeship Carolina™ stands as a key resource for employers to create and maintain registered apprenticeships within their businesses. Individuals learn while employed, both on-the-job and in a classroom setting. At appropriate training benchmarks, such as attainment of a credential, apprentices may receive wage increases. Apprenticeships are available to all age groups; however, employers may have dedicated apprenticeships specifically for youth. Some successful Apprenticeships in the Link Upstate region include positions at Greenfield Industries, King Asphalt, Renewable Water Resources, and ATS Logistics.

TAX CREDITS

E-Zone

The Enterprise Zone Retraining Program (E-Zone) offers a tax incentive through the Technical College system to employers that retrain their workforce on new equipment or technology in an effort to remain competitive. The business can claim the tax credit for retraining for up to $1,000 per person per year. According to the Legislative Annual Report for Enterprise Zone Retraining Program, during calendar year ~~2018~~ 2020, ~~six~~ five Upstate Link businesses were approved for the Job Retraining Tax Credit and were projected to retrain a total of ~~908~~ 1,887 employees.

PROGRAM AND SERVICES FOR PRIORITY POPULATIONS

INDIVIDUALS WITH DISABILITIES

The SC Vocational Rehabilitation Department (SCVRD) is the primary provider of employment and training services to those with Disabilities. SCVRD provides counselling and rehabilitation to individuals with cognitive, mental, or physical disabilities. A division of SCVRD, the SC Commission for the Blind serves those with low vision or blindness.

Job Readiness Training Centers

SC Department of Vocational Rehabilitation has established training centers to prepare their consumers for employment. Offering a dual benefit to the consumer and the employer, consumers work for an established period of time, learning how to perform job duties in a manufacturing environment while learning essential soft skills. The employer can benefit by entering into a job readiness contract with SCVRD. The contracts provide work opportunities to consumers within the Job Readiness Training

Centers and provides in return to the employer opportunities to hire individuals that have experience with assembling their products as well as the finished product itself.

Job Try Outs/Work Experiences

Similar to an On-the-Job Training opportunity, SC Department of Vocational Rehabilitation offers job try outs to their consumers. The individual earns a stipend while learning skills necessary to perform a particular job at an employer host site. WIOA programs offer similar opportunities called Work Experiences, particularly utilized within the Youth Programs.

OUT-OF-SCHOOL YOUTH

Our out-of-school youth program strategies primarily focus on developing youth participants in the areas of completing secondary school (dropouts), acquiring work maturity skills training, and occupational skills training in the areas of MSSC, forklift certification, technology and healthcare. Youth service providers are being encouraged to develop classroom training programs that incorporate a hands-on learning component so as to help the local area achieve work-based training expenditure requirements. Finding suitable worksites to sponsor work-based activities has been a challenge. However, by increasing business engagement efforts we are optimistic that more employers will be more willing to offer youth a work-based learning assignment. It should be noted that the WIOA Youth training programs within the region will be aligned with our sector strategies and career pathway models.

Regional Workforce Advisors

Various levels of partnerships exist between the four local boards and their SC Commerce Regional Workforce Advisors (RWAs). Many RWAs strategically collaborate with their local boards and youth service providers so as to provide added value relative to bridging gaps between secondary school education and adult workforce development activities, offering technical expertise and advice relative to career counseling and career pathways, and encouraging business involvement within the secondary school learning structure, to the extent possible. Detailed information on RWA partnerships may be contained with a local area's plan but existing relationships between the local boards and the RWAs are in place and should be noted for planning purposes.

VETERANS

SC Department of Employment and Workforce offers Veteran Representatives an opportunity to work with those that have been discharged from the military. Veteran Representatives identify employment opportunities and assist in placing Veterans in new employment opportunities. The Disabled Veterans Outreach Program Specialists work with those with service-connected disabilities to provide support and resources on how to transition into civilian employment.

LOW INCOME

SC Department of Social Services provides several services that assist families with financial stability. Those that qualify for Temporary Assistance for Needy Families (TANF) may be eligible for cash assistance, employment and training services; those that qualify for Supplemental Nutrition Assistance Program (SNAP) can receive food stamps, employment and training services; those that qualify for Food and Nutrition Programs receive emergency food assistance, programs for seniors, healthy eating activities; and those that qualify for SC Voucher Program can gain access to childcare assistance.

EX-OFFENDERS

The Upstate Workforce Development Board has been operating a successful Re-Entry program for those being released from prison for several years. Engaging pre-release inmates in activities surrounding employment and training has insured that these individuals have a network of resources to turn to in the event of hardship upon release. Upper Savannah and WorkLink piloted similar programs funded by the State Workforce Development Board. Upper Savannah began their project in 2019 and WorkLink concluded their project in 2022. Although the program designs and overall outcomes may be different, the overall goal was to reduce the rate of recidivism. In the WorkLink region, COVID-19 impacted the Detention Centers, closing them to the general public, and the number of participants served through the grant period (July of 2020 to March 2022); however, WorkLink's project resulted in a clear identification of partner roles and outreach materials for recently released inmates. WorkLink SC Works Center staff were trained to assist inmates based on this intake process, and remains a best practice for our area.

STRATEGIES AND ANALYSIS OF WIOA ADULT/DISLOCATED WORKER ACTIVITIES

Adult program strategies that the Link Upstate region shares include NCRC assessments, literacy training and ESL, occupational skills training (aligned via sector strategies), work-based activities, and follow-up services.

Strategies the region continues in an effort to increase the effectiveness of Adult/Dislocated Worker activities include:

- **Regional Recruitment of Entry Level Applicants** – develop a region-wide strategy that increases the draw of entry level applicants from the four Local Workforce Development Areas so as to be more responsive in meeting employer demand.
- **Regional Recruitment of OJT Job Orders** – develop a region-wide strategy that increases the draw of qualified entry level OJT applicants and improves the time it takes to fill OJT vacancies. Cooperative agreements may be executed to enable local areas to invest in specific recruitment efforts and in targeted OJT openings.

Dependent upon the geography of the region, other partnerships exist with organizations such as the Upstate Fatherhood Coalition, United Ways, City Community Development Departments, and private employers. ~~such as Greenville Health System's Invest Health initiative (grant project)~~. The list of collaborations with other regional entities is not all-inclusive and specific partnerships and related details will be addressed in the local area plans.

BUSINESS SERVICES

A regional collaboration between the Upstate and Greenville County WDBs began in 2016 to provide regional business services, management and other staff between Spartanburg, Greenville, Union, and Cherokee counties. Future plans will expand our collaboration to hopefully include the Upper Savannah and WorkLink local areas. Some potential regional initiatives that may improve service delivery and customer satisfaction is collaborating on our ability to supply trainees and/or entry level workers. As businesses draw workers from the entire region and we have workers who are willing to commute within the upstate, the four LWDAs will be working on strategies that will allow each area to "invest" resources for a particular business service activity, regardless of the physical location within the region. Cooperative agreements may be established to address the protocols needed in order to provide case management and assignment of costs for regional business services. Doubling up our resources as a region will greatly increase our responsiveness to business demands.

STRENGTHS OF WORKFORCE DEVELOPMENT ACTIVITIES IN THE LINK UPSTATE REGION

The Link Upstate Region has strong workforce development initiatives to support its capacity to address the identified education and skill needs of the workforce and the employment needs of employers in the local area.

PARTNERSHIP AND COLLABORATION

Link Upstate's greatest strength lies in its network of professionals that serve our community. Through ongoing collaboration at all levels, our region has made strides in serving our hardest to reach customers and in building last relationships with our employers and our partner organizations.

DESIGN AND DELIVERY OF SERVICES

The design and delivery of our services are based on customer assessments, labor market demands, and available resources within our system and through our partners (career and technical education centers and post-secondary institutions). We use assessments to identify skills, knowledge and abilities so that workforce activities are developed, delivered, and used to support effective matches between job seekers and local businesses. By being responsive to the feedback of employers and reviewing the labor market information available to us, we provide practical and realistic guidance to our job seekers and implement positive solutions for our employers.

TARGETED INITIATIVES

Re-Entry Initiative

The Link Upstate region participates in strategy meetings and re-entry events (i.e., job fairs) in partnership with local chambers of commerce, U. S. Attorney's Office, Upstate Fatherhood Coalition, and other community organizations to address employment barriers for those with a background in the Link Upstate Region. Update: COVID-19 caused a pause on these events. With the current labor market, we have not had a problem with placements in jobs for these individuals.

Job Fair/Resource Fair

In January 2017, the Link Upstate Region hosted a regional job and resource fair specifically targeted at serving the reentry population. Approximately 200 job seekers attended the event that was held at the SC Works Upstate Spartanburg location. We will continue to look for more opportunities to hold regional re-entry events, including job fairs, poverty/re-entry simulations, etc.

Pilot Programs

Several years ago, the Upstate Workforce Development Board began an initiative to serve those that were approximately six months from release from prison. Interested in implementing this best practice, WorkLink Workforce Development Board met with the Upstate WDB in the fall of 2018 to learn more about their model and best practices they discovered in serving this population. Shortly after the meeting between Upstate WDB and WorkLink Workforce Development Board, the State Workforce Development Board released two re-entry initiative grant opportunities for local areas to implement a program to serve those that had been involved in the justice system. In the first round of grant awards, Upper Savannah WDB implemented one of these re-entry grants in 2019. In the second round, WorkLink Workforce Development Board was similarly awarded a grant that will be implemented in the summer of 2020. Although each service delivery model differs slightly to accommodate local area needs, the three areas are participating in collaborative re-entry groups to better coordinate and learn from one another on how to better serve those that have been involved in the justice system.

Effects of COVID-19

The COVID-19 Pandemic has affected the service delivery models. In general, the SC Works Centers were closed to the public for a period of time, limiting interactions with customers to telephone and virtual services. The Centers are now open to walk-in traffic, although with limited capacity to ensure social distancing and to slow the spread of the virus. ~~The Detention Centers themselves are still closed to the public, making early interactions with pre-release inmates difficult. WorkLink WDB is working with the counties in their region to determine how to serve those that are pre-release via telephone and conference calling. This is still in the planning stages.~~

The effects of the pandemic on our region are still ongoing, and therefore we do not know what the full effects on our economy will be for some months to come. The SC Works Centers are anticipating higher levels of unemployment, causing those leaving the prison system or those with backgrounds to have a more difficult time finding employment. It will be more important than ever to investigate best practices and collaborate on how to serve these customers.

Update: The Link Upstate Area has basically fully recovered from the pandemic. Our unemployment rate for the region was 3.3% in June of 2022. This is well below full employment. We have continued a lot of the virtual work as a convenience to customers.

SECTOR STRATEGIES

Link Upstate has led sector strategy initiatives as a way to address both the employment needs of employers, and the education and skills needs of job seekers across the region.

Sector Strategy accomplishments in the Link Upstate Region include:

a. Assembled initial regional team that consisted of the region's local workforce development boards, economic development entities, K-12 education, DEW, the region's four technical/community colleges, DSS, and community-based organizations such as Goodwill Industries and Able SC.
b. Completed self-assessments and asset mapping exercises.
c. Held six Regional Team meetings, during which we reviewed self-assessment and asset mapping data, reviewed LMI data, selected Diversified Manufacturing as our first sector to target, received tours of different education and training organizations, listened to speakers talk about different partnerships that are currently working in Diversified Manufacturing, divided into five workgroups (Data Workgroup, Career Pathways Workgroup, Sector Training Workgroup, Best Practices Workgroup, and Business and Industry Workgroup), and discussed business engagement for the sector strategy initiative.

Since the initial launch meeting in March 2019, three action areas were recognized: Build a Workforce Pipeline into Manufacturing, Address Gaps in Middle-Skill Technical Jobs, and Infrastructure & Regulations. The regional team's role is to join and educate other partners in understanding the needs of the business community and help implement shared solutions effectively. The Greater Upstate Sector Partnership group has hosted virtual meetings during the COVID-19 pandemic to allow manufacturers to discuss and find solutions to uncharted workplace barriers as a result of the pandemic.

Update: Following the pandemic, the Partnership Steering Team continued meeting and rebranded as the Upstate Manufacturing Network and will kick off networking events and a Re-Ignite event in the Fall of 2022. The following businesses serve on the steering team and meet monthly:

BMW, Century Printing, Michelin North America, Strama MPS, West Fraser, and ZF Transmission

BUSINESS SERVICES

Link Upstate engages in additional regional efforts to serve businesses. As discussed below, Greenville County and Upstate are currently jointly funding Business Services Team staff to help serve more businesses across the four counties. We believe this is a strength in serving employers on a regional level. Future opportunities to engage the entire fourteen county region will be assessed. ~~As discussed in more detail in Item 4 below, the administrators in the four Link Upstate Workforce Development Areas will meet quarterly to discuss topics, including regionally aligning strategies to serve employers~~.

REGIONAL BOARD PARTNERSHIPS

Each of the four regions are active participants in the Workforce Development Administrator's group. This group meets monthly to learn about State initiatives and to collaborate with peers from across the State.

Grant Opportunities

The COVID-19 pandemic has opened up grant opportunities that would be mutually beneficial for all of our customers. The four workforce development boards met with the Upstate Alliance to discuss the grant opportunity available for economic development entities and will be collaborating on whether or not this opportunity will be pursued. Regardless of whether or not the grant opportunity is suited to our area, the region has come together to collaborate and will be looking for grant opportunities to partner on in the future.

Four local Workforce Boards (Upper Savannah, Pee Dee, Upstate, and Lower Savannah) with the Upper Savannah Workforce Development Board taking the lead, partnered to apply for a CAREER DWG grant (National Dislocated Worker Grant from USDOL). The grant was awarded in the amount of $2,836,669.00. This grant funds staff-assisted career services to comprehensively support reemployment and appropriate supportive services. The grant can support participant training, as needed, to move into a higher paying career path, as well as other allowable supportive services necessary to complete training such as childcare and transportation. A big focus of the grant is on-the-job training opportunities.

Greenville WDB/Upstate WDB Partnership

The Greenville County Workforce Development Board and Upstate Workforce Board entered into a partnership in 2016 which has enabled the two Boards to align and deliver consistent BST strategies across the Greenville-Spartanburg County regions and the I-85 corridor. Other opportunities to strengthen our regional partnerships with all four Boards will be assessed on a regular basis through quarterly meetings with the four Administrators in the Link Upstate Region. These may include events

coordinated for the entire region, grants we apply for as a region, or strategies we adopt across the four workforce areas.

REGIONAL EVENTS

Link Upstate has pursued opportunities to participate in regional organizations and events such as the Upstate Chamber Coalition. The Executive Director of the Upstate Workforce Board had the opportunity to attend the National Issues Forum in Washington, DC. During the trip, she joined business leaders from across the Upstate for three days of policy work on Capitol Hill. She was able to get up close with top elected officials, staff, and DC personalities as we push the issues that will move the Upstate forward.

Update: During and since COVID-19 hit, very few large events have been held. Many events are held virtually and the Link Upstate Directors and/or staff participate in those offerings. As events continue to ramp up, we anticipate participation by the Link Upstate Director and/or staff to resume.

WEAKNESSES OF WORKFORCE DEVELOPMENT ACTIVITIES IN THE LINK UPSTATE REGION

The Link Upstate Region realizes that the workforce system and services need to continually evolve in response to the changing demands of industry areas, the increased skills and education requirements of today's jobs, and the specific needs of job seekers and employers. WIOA is designed to meet the challenges through its focus on improved coordination and integration across programs, utilization of sector partnerships and career pathways, stronger business engagement efforts and an increase focus on serving individuals with barriers to employment. The Link Upstate Region is well prepared to implement WIOA changes, but it will require careful and sustained efforts of the system partners to collaborate.

The Link Upstate Region also faces a unique challenge in regard to transportation. While transit options exist within some of the larger municipalities in the region, a large portion of the area is not serviced by buses or similar alternative transportation. Job seekers without reliable transportation are limited in their ability to access employment and training opportunities. As a result, many low-income individuals must rely upon lower skilled jobs (such as retail or fast food) that are located on the bus line or close to their home. These limitations make it difficult to reach these job seekers and help them see the value in upgrading their skills in pursuit of better career opportunities.

Update: Lack of transportation is still a problem in our area. A program, Commute with Enterprise, was launched in the Upstate Workforce Development Area by OneSpartanburg, Inc., United Way and the City of Spartanburg titled SWIFT. The program currently has several cars/vans on the road that are transporting people to and from work. A car is leased from Enterprise by an employer. The employer can get reimbursed by the employee through payroll deductions should they choose to do so, or the employer may absorb the cost. One individual employee will agree to be the driver and pick up the other individuals and commute to the worksite. This works very well when there is a large employer

hiring several individuals or when there is an industrial complex with several companies in close proximity to each other. Any organization, such as a non-profit, could also lease a vehicle to transport their clients to and from work. This program will continue to grow as more outreach occurs. In the Upstate, the following has occurred:

At our last update:

Number of Riders	Employer Name
4	Grace Management Group, City of Spartanburg
4	Milliken - Blacksburg, SC
5	Milliken - Blacksburg, SC
7	Milliken - Blacksburg, SC
4	Milliken - Blacksburg, SC
7	Lutheran Services of the Carolinas
5	Milliken - Blacksburg, SC
4	Milliken - Blacksburg, SC
5	Milliken - Blacksburg, SC
4	Milliken - Blacksburg, SC
6	Boysen USA, LLC, Spartanburg
4	Tietex International, Spartanburg
4	Milliken - Blacksburg, SC
4	Milliken - Blacksburg, SC
4	Tietex International, Spartanburg

This project continues to grow. I have attached two documents about Commute with Enterprise.

We also acknowledge the challenges in meeting some of the unique employment needs of job seekers and employers alike. There are an increasing number of organizations that have workforce development programs and initiatives. That, paired with a continued drop in unemployment numbers, has left many of us competing to get participants. We are looking for new ways to collaborate with other programs, but it will require information to be shared across partners and from all levels more consistently.

3.	**A description of plans for the development and implementation or expansion of sector initiatives for in-demand industry sectors or occupations for the region. Regions should consider:** • **Current in-demand industry sectors and occupations within the region;** • **The status of regional collaboration in support of the sector initiatives;** • **Current sector-based partnerships within the region;** • **Data-driven sector priorities within the region;** • **The extent of business involvement in current initiatives; and** • **Potential public-private partnerships in the region to support sector strategies.**

IN-DEMAND INDUSTRY SECTORS AND OCCUPATIONS

The Link Upstate Region includes a number of manufacturing related sectors and occupations. Of the industries that have a high expected growth, all but one can be included in a broader manufacturing sector (Advanced Materials, Aerospace, Automotive, Distribution and Logistics, and Biosciences). It is important to note that the Business Services industry sector includes all staffing and temporary workers, many of which work on manufacturing sites. ~~Further, a number of the top twenty occupational openings are within the manufacturing sector, including: Team Assemblers; Maintenance and Repair Workers, General; Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products; Inspectors, Testers, Sorters, Samplers, and Weighers; Machinists; and Industrial Machinery Mechanics.~~ Per the US Census Bureau, Local Employment Dynamics, 2020 Q3, there were 10,558 new hires in the manufacturing sector. This does not include many that are hired through temporary service companies. Manufacturing has a very good average annual wage of $66,962 with a total 121,748 individuals working in the sector (per SCDEW 2021 Q4 Quarterly Census.)

Diversified Manufacturing was determined to be the highest priority area for the 14-county sector partnership region. This sector partnership has continued through the pandemic. We have applied for grants in hopes of expanding into our second sector focus area. We find that these sector partnerships take a lot of staff time if they are carried out properly. We will continue to grow our manufacturing sector partnership in an effort to address workforce challenges in that area while planning the launch of a second sector partnership during program year 2022. Due to the state's requirement of a 30% participant cost rate, we are unable to allocate appropriate staff time paid from formula WIOA funds for a second launch without additional funding or it could cause us to fail the 30% participant cost rate. We will continue to look for additional outside funding.

STATUS OF REGIONAL COLLABORATION

The Link Upstate Region has built a strong foundation for sector partnership initiatives. We have been meeting regularly since March of 2016. Our group has completed a number of important activities

including the following: discussing our region's strengths, weakness, opportunities, and threats (SWOT Analysis); examining regional data on in-demand sectors and occupations; developing an initial sector strategies plan; and dividing into five workgroups (data workgroup, career pathways workgroup, sector training workgroup, best practices workgroup, and business and industry workgroup) in order to create more effective assignments and action items.

The Manufacturing Sector Partnership launched on March 14, 2019. Since the launch, the manufacturers identified the following priorities:

1. Build a talent pipeline through improved career awareness;
2. Address middle skill and technical skill gaps; and
3. State level policy and regulatory change.

The group divided into action teams and has scheduled follow up calls. Each group will report back to the core partnership coordinating team for support. We ~~are currently in the process of preparing~~ prepared a list of all manufacturing career awareness opportunities within the K-12 system in our 14-county area. The pandemic occurred which slowed activities, but the manufacturers continued to meet virtually. They have now reorganized under the name, Upstate Manufacturing Network.

SECTOR PARTNERSHIPS

The partners that are currently involved in the sector strategies initiative are as follows: Able SC, Adult Education, ~~AMIkids Piedmont~~, Apprenticeship Carolina, Central SC Alliance, Economic Development Alliance of Pickens County, Economic Development Partnership SC, Goodwill Industries of the Upstate and Midlands, Greenville County School District, Greenville Technical College, Greenville County Workforce Development Board, Greenwood Partnership Alliance, Oconee County Schools, Piedmont Technical College, ReadySC, SC Department of Commerce, SC Department of Employment and Workforce, SC Department of Social Services, SC Vocational Rehabilitation Department, Spartanburg Community College, Ten at the Top, Tri-County Technical College, Upper Savannah Council of Governments, Upstate SC Alliance, Upstate Workforce Board and WorkLink Workforce Development Board.

SECTOR PRIORITIES

Our regional sector strategies team was provided a report from Maher & Maher and the South Carolina Department of Employment and Workforce entitled Analysis of Upstate Region Industry Clusters. Using that report, we were able to determine the strong presence of different manufacturing sectors in our 14-county region. After much discussion with the team, we decided that our initial priority should be Diversified Manufacturing, a sector cluster that includes all the different manufacturing sectors in our region.

Further, our data workgroup is working to collect more data directly from employers in the region. They ~~are asking~~ asked business services staff and economic developers to gather additional information from manufacturing organizations. Initially answers to three questions ~~will be~~ were compiled:

a. What is the hardest to fill entry-level job?
b. What skill gaps make it difficult to move entry-level workers in the organization to a higher position?
c. What short-term training could be offered by the workforce system to help your organization find skilled workers?

The survey ~~will be~~ was used to augment the statistical data ~~to help~~ that helped the Link Upstate Regional team determine next steps in engaging employers.

Diversified Manufacturing was determined to be the highest priority area, our pilot industry. ~~Once the Manufacturing Sector Partnership is running effectively, we will begin the research to select the next priority industry in need of a partnership. The Coordinating Core Team may be different for each partnership.~~

BUSINESS INVOLVEMENT

We continue to engage business with our sector initiatives. The business and industry workgroup is responsible for ensuring we have all our information prepared for the representatives to make the best use of their time. We understand their input in this process ~~in~~ is invaluable, and we want to ensure our sector strategy initiatives are built through a true partnership with industry.

Link Upstate Manufacturing Sector Partnership (July 2020)
In March 2018, a group of upstate manufacturers were convened to discuss mutual industries' challenges and opportunities. The group took off, generating a life of its own. It has named itself "the Diversified Manufacturing Partnership." They continue to meet regularly to address industry needs in the region. The partnership pulled together during the COVID-19 shutdowns to offer best practices among peers. The following businesses were involved:

BMW, Century Printing, Contec, Cooper Standard, Customer Performance Engineering, Dantherm Air Handling, EPC, GE, IVC Inc., Michelin, Milliken, Minileit, Inc., Siemen, Teijin Carbon Fibers, ABB, AWL Automation, Bosch, Mogul, Norbord, Nutra, Standard Motor Products, T&S, TransTech of SC/Wabtec and ZF Transmission.

In March 2019, the partnership met, realigned to focus on all industry needs, not limited to workforce. At that time, the partnership ~~is~~ was ~~now~~ referenced as the Greater Upstate Manufacturing Sector

Partnership and was completely controlled by industry and supported by key partners. The partnership Leadership Team was as follows:

Steering Committee		
Company	**Name**	**Title**
AWL Automation	Per Blohm	Managing Director
BMW	Herman Adams	Technical Development Specialist
Century Printing	Ben Waldrop	President / Owner
Michelin	Robin Blackburn	Technical Wage Recruiter
Norbord	John Ryan	HR Manager
ZF Transmissions	Michael Morris	HR Manager

Update: John Ryan is now with West Fraser, same title.

The Business Solutions Lead from SC Works Greater Upstate serves as the Lead Convener for the group and is responsible for pulling in partner resources, as needed. A core partner team was assembled as follows:

Company	Contact	Title
SC Works	Johnnie-Lynn Crosby	Lead Convener/Facilitator
SCDOC	Matt Wiggins	Co-Convener/Facilitator
SCVR	Ryan Skinner	Co-Convener/Facilitator
UWB	Dana Wood	Backup Facilitator
SCDEW	Shauna Davis	Core Team member
SCDEW	Jackie Taylor	Core Team member
Greenville Tech	Dr. Whirl	Core Team member
Piedmont Tech	Rusty Denning	Core Team member
Adult Ed	Tommy Goode	Core Team member
Upper Savannah Board	Billy Morgan	Core Team member
WorkLink	Meredith Durham	Core Team member
SCMEP	Tony Moore	Core Team member
GADC		Core Team member
EFG	Dwayne Hatchett	Core Team member
CATE	Hollie Harrell	Core Team member

Update: Ryan Skinner is now with the South Carolina Commission for the Blind, but he is still engaged on the core partner team. He is no longer a co-convener and is only a core team member. Jermaine Whirl is no longer

with Greenville Tech, so Rusty Denning (Piedmont Tech) is now the representative for the technical college system.

At the launch meeting in March 2019, the group identified two initial priorities to tackle through focused and industry led action teams:

1. **Talent Team:** Build a talent pipeline through improved career awareness. The talent team has secured TALLO for a pilot marketing campaign targeting college non-completers. This campaign was planned to run under the SC Future Makers brand in an effort to not duplicate efforts. Prior to COVID-19, the group was also working with TALLO to target college non-completers to manufacturing careers, as a solution to the talent shortage. Since COVID-19, the group has pivoted to re-evaluate the talent shortage.

2. **Middle Skills Team:** Address technical skill gaps of entry level Maintenance Technicians. The middle skills team has unveiled the Maintenance Technician Skills Matrix, identified core competencies for curriculum and is working on the development of an exit assessment. The team will work with the technical colleges to implement a shared curriculum.

Update: The group has renamed itself the Upstate Manufacturing Network. The Upstate Manufacturing Network (UMN) plans to host quarterly networking events for manufacturers beginning in the fall of 2022. UMN will host a re-ignite event in October 2022 to reevaluate existing priority outcomes and needed actions as well as to identify new priorities.

POTENTIAL PUBLIC-PRIVATE PARTNERSHIPS

We have had some great initial responses from business to engage with our sector workgroup. At one of our sector meetings, we had a presentation from Michelin North America. The company's Michelin Scholars program is a best practice. Young people are hired out of high school. Michelin pays for their technical education and provides a part-time job. At the completion of the training period, the scholars become eligible for entry-level employment at Michelin.

Since the beginning of the COVID-19 pandemic, the Greater Upstate Sector Partnership's core team has hosted virtual sessions with area manufacturers to provide a platform for them to combine and create best practices in dealing with a pandemic in the workplace. These sessions have led to a better understanding in supporting employer needs during this time.

There are potential future public-private partnerships to be made through collaboration with the local chambers of commerce, to include international chambers such as the German Chamber and the

European Chamber. Finally, we expect to continue increasing public-private partnerships to support our sector strategies, and this topic will be a priority of the Business and Industry workgroup.

We partner with TRANSFR, a virtual reality provider, to provide virtual reality career exploration simulations to increase engagement with adults and youth. TRANSFR's virtual reality simulations are used for group workshops, and at events such as career showcase events and jobs fairs. There are plans to incorporate a component for company specific virtual tours using the Oculus platform. This implementation will be based on industry partner interest and rollout will be coordinated in the partnership meetings. In the last year, the Upstate and Greenville workforce areas have provided career exploration to 155 students and 92 adults. Company tours have been difficult to coordinate for students among all industries due to confidentiality, liabilities and costs. While the region was already providing virtual reality opportunities before the pandemic, we see even greater value with the virtual approach following the pandemic. By virtually providing career exploration experiences, we eliminate the cost to the school districts, offer great flexibility for teachers, students, and adults to explore at their own pace, and we eliminate liability and industry confidentiality. The best part is it is fun and impactful for the user.

In the fall of 2022, we will host an information session to train educators on how to implement virtual reality career exploration within local middle and high schools. The Upstate Workforce Board and SC Works partner with local school districts to provide headsets to the schools based on need. Additionally, the Greenville Workforce Development Board purchased headsets specifically for use at the Greenville County Schools Career Centers in a joint initiative with the Greenville County Regional Education Center Advisory Board (RECAB).

4. A description of regional service strategies that may be established as a result of the regionally coordinated delivery of services, including the use of cooperative service delivery agreements, when appropriate. Regions should consider:

- **Existing service delivery strategies that will be expanded, streamlined, or eliminated;**
- **New service strategies necessary to address regional education and training needs;**
- **Strategies to address geographic advantages;**
- **Approaches to improve services to individuals with disabilities, veterans, youth in or aged out of the foster care system, offenders, or other hard-to-serve populations;**
- **Strategies to connect the unemployed with work-based learning opportunities; and**
- **Strategies to integrate existing regional planning efforts among core partners.**

EXISTING STRATEGIES

To date, our 4 LWDAs have had varying degrees of coordinated service delivery. There are some strategies that are reaching across county borders to be more responsive to meeting the needs of employers. For example, there is a regional agreement between the Upstate Workforce Board and the Greenville County Workforce Development Board. These two LWDAs started sharing a Business

Solutions Lead in 2016 and have expanded their partnership over the last few years. For PY17, the UWB and GCWDB issued a joint Request for Proposals (RFP) for an Operator and Adult/Dislocated Worker Service Provider. As of the start of PY17, they have had a regional contract with Equus Workforce Solutions (previously named ResCare Workforce Services). There are several regional staff that split their time between the two LWDAs. The UWB and GCWDB have also issued many regional policies to better align services that are provided across their four-county region. We feel this is a best practice and a great way to leverage funding. Update: The Upstate Workforce Board and the Greenville Workforce Development Board currently share the following positions:

- Project Director
- Project Accountant
- Accounting Specialist
- Operations Manager
- Regional Business Solutions Manager
- Business Solutions Consultant #1
- Business Solutions Consultant #2
- Survey Coordinator (Temporary Position to conduct Business Surveys)
- SCWOS Coordinator

In PY20, another joint Request for Proposals (RFP) was issued for the PY21 One Stop Operator. Equus was chosen by both boards to be the operator. We continue to issue joint regional instruction letters. The staff from the two boards meet quarterly to discuss the partnership and plan future endeavors. The Upstate and Greenville Boards also partner to jointly conduct staff training.

Beyond that agreement, coordination is often driven by events. For example, when an employer in Simpsonville closed, outreach materials were developed that had contact information for all 4 areas in the Link Upstate Region. Representatives from two workforce areas coordinated re-employment activities on site. It is expected that the Link Upstate Region will continue to work together on special projects.

Greenville and Upper Savannah have combined resources to serve a number of employers in the Fountain Inn Area as it borders both workforce regions. We have worked together to assist in Rapid Responses for employers, sharing staff and resources to provide workshops, information sessions, resume preparation, job fairs, etc. We have also worked with the same employer to provide WIOA participants with OJT opportunities; the most recent being with Grainger.

WorkLink partners with Upper Savannah and Greenville as the need arises to offer WIOA services to residents that may live in areas that fall close to our borders. We recently partnered with Upstate to

serve a participant released from prison and seeking employment in the WorkLink region. This individual applied for WIOA services in Spartanburg and WorkLink assisted in placing him in an OJT opportunity. Upstate provided supportive services and WorkLink paid the OJT wages.

In order to facilitate future collaboration, we plan to establish a regional workgroup to study this topic. Our first steps in developing this workgroup will be determining group members, establishing working parameters, determining the frequency of meetings and documenting our expected outcomes. One of the first topics that could be discussed is how to coordinate regional recruitment for in-demand training programs, including On-the-Job Training (OJT). A future topic could be pooled procurement of goods and services, as applicable. Update: Due to the pandemic, this did not happen, but will be planned during PY22.

NEW STRATEGIES

The Workforce Development Boards, partners, and community/technical colleges will review open grants available in the region, which could happen via a committee that meets quarterly. A communication plan will be drafted about how information will flow to each region regarding eligibility, life of the grant and significant happenings within each grant (i.e. job fairs, hiring events, etc.). A process map may be developed to show how to refer to these grants (including WIOA) across the region. Update: Due to the pandemic, this did not happen yet. We will discuss this when the Workforce Development Board Directors meet.

Our sector strategy team is also part of a new strategy for addressing regional education and training needs. We are currently focused on the Diversified Manufacturing sector, but our plan is to expand from there. By having a multitude of different partners involved in the group, we can more fully address existing needs. Please see other areas of this plan on the Sector Strategies update.

Staff from each of the 4 local workforce development areas have discussed the best way to represent our WIOA Region. Through the development of our sector strategy initiatives, we have rebranded ourselves as Link Upstate. We believe this name is a good strategy to distinguish our WIOA Region from other initiatives. Moving forward, we plan to use the name Link Upstate to refer not only to for marketing of our sector strategies, but our region as a whole.

Link Upstate recently partnered with the City of Fountain Inn to host an open-air job fair. Four workforce areas (Greenville, Upper Savannah, Upstate and WorkLink) joined forces to manage the event, representing 14 counties. The Fountain Inn/SC Works Job Fair took place on 10/15/20, from 2PM-5PM at the open-air Fountain Inn Farmer's Market. The SC Works Career Coach, a mobile SC Works center that specializes in serving rural areas with limited access to internet, disaster response and onsite company rapid response events was also onsite. Those who utilized the Career Coach were able to apply for SC Works

services, complete online applications, print additional resumes and more. Twenty-three local companies and 202 job seekers participated in the event.

The Upstate Workforce Board and Greenville Workforce Development Board worked jointly on Workforce Development Month in 2022. On 9/21/2022, a joint breakfast event was held that introduced TRANSFR to several businesses. During this meeting, businesses that utilized On-the-Job Training and Incumbent Worker Training over the past year were recognized with plaques and 4 employers received Employer of the Year awards. We also partnered with a region in North Carolina to conduct a job fair at the Tryon International Equestrian Center in Mill Spring, NC.

The Upper Savannah and Upstate Workforce Boards partnered, with 2 additional workforce boards out of our region, on a National Career Dislocated Worker Grant Application, and were awarded the grant. Our two boards work closely on this grant in the area of an outreach video and materials geared toward businesses and on securing participants for On-the-Job training opportunities. The total award of the grant was $2,800,000. Upper Savannah utilized an intern to do joint telephone secret shopper reviews in 2022.

WorkLink is pursuing funding to cost share a regional Sector Strategies Partnership Coordinator with Upstate, Greenville, and Upper Savannah.

GEOGRAPHIC ADVANTAGES

Our region has a number of geographic advantages. The Inland Port and the I-85 Corridor (including I-385 and I-26) have become very important in terms of transportation, distribution and material handling. Our areas are already connected to each other through commuting patterns from where people live to where they work. Many individuals live in one county and work in another, which means job seekers and employers already think in terms of the Link Upstate Region.

We have existing public transportation systems in different parts of the 4 LWDAs, but some counties within our region do not have public transportation. One of our future projects could be to work on reviewing the current public transit system for connections across the counties. Businesses located along the bus systems could be engaged for special populations or career pathway development.

IMPROVING SERVICES TO SPECIAL POPULATIONS

We continue to periodically review updated demographics of special populations and the services currently available in the region to identify outreach strategies to promote awareness of services available. We recently hosted a regional job fair in Greenville that was targeted to the ex-offender population. There were 97 job seekers in attendance from the 4 LWDAs in the Link Upstate WIOA region, 91 of which were interviewed on site, and 14 were offered jobs on site.

Upper Savannah recently started a Solid Ground program. They work with released inmates from the Young Offender Act (YOA) program and introduce them to the SC Works system utilizing resources from the Navigator grant and other partners including the WIOA program to provide a solid support system, which will enable participants to rebuild their lives and start careers, lowering the risk of reincarceration. In addition, the Navigator offers consultations regarding expungements and pardons to those referred by SCDEW and WIOA case management.

Moving forward, we plan to continue hosting events for special populations. We can also plan events and engage employers who have interest in targeting those special populations. Finally, we will strategize on how to better utilize Special Populations Committees (including Committees on Services to Individuals with Disabilities).

WORK-BASED LEARNING

The 4 Administrators in the Link Upstate Region plan to meet quarterly to discuss innovative ways to serve job seekers and employers in the region. We plan to review current Incumbent Worker Training (IWT), On-the-Job Training (OJT), Apprenticeship, Customized and Work Experience (WX) learning models for consideration. We will discuss the possibility of using a similar model across the entire region to allow for business solutions team members to pitch each program in a consistent way. As described above, one of our geographic advantages is that we already have a substantial number of commuters crossing our county lines. Because of that, employers may benefit from having a consistent understanding of the programs across the region. Further, we could work on developing regional goals for work-based learning activities

It was our intention to begin the process of establishing targeted industry sectors specifically for our OJT and IWT training programs during PY17. All was not accomplished as planned and this is a work in progress. To accomplish this task of establishing targeted industry sectors for OJT/IWT, it will require us to identify the occupations that fall within the targeted industry sector(s) and then determine the OJT base wage rate (minimum wage rate allowable) for the Link Upstate WIOA region, and consistent with available LMI data. Each local area will participate in discussions in order to determine other ways to increase our regional collaboration on OJT. This process will include comparing our OJT policies and discussing opportunities to better serve those who are able and willing to cross county lines for the right OJT. Ideally, a regional OJT policy is what we desire to create and to use our roadmap for administering OJT programs. Tentatively we are planning to develop a regional OJT policy sometime during PY22. WorkLink recently piloted an increased wage requirement for IWT and found the results to be successful. The wages outlined in the solicitation were prioritized at $12.32 per hour. The WorkLink Board has chosen not to make this a requirement, to allow for exceptions if needed.

After the OJT targeted occupations have been identified, we will work towards aligning the minimum salary requirements for OJT. The minimum OJT salary will be based on local wage rate comparison surveys and/or any other available labor market information specific to the local area. This may be accomplished by issuing a regional policy approved by all 4 areas. Further we will work towards developing a regional outreach campaign for work-based activities. This will be accomplished by first assessing any existing funding available for outreach materials and then compiling a list of different outreach mechanisms that are available across the Link Upstate Region. We will compare our different options and come up with a regional strategy that can be adopted by all 4 areas. Update: Once the pandemic hit, the 4 workforce boards stopped the quarterly meetings to focus on all of the details surrounding the center closings and reopenings, but will plan to start those back up in PY22.

We have begun the process of reassessing our work-based activity needs and will determine what further actions need to be taken. Sector strategies are designed to make broad changes in the way we develop our talent pipeline. We have been working on our sector strategy initiative and believe that it may offer new opportunities to collaborate on work-based activities in ways that are not immediately evident. However, it is crucial the LWDBs do not rush the sector strategy process in order to deliver immediate solutions, so we have to let businesses take the lead. We stand ready to adjust our regional strategies of service delivery when the business community needs us to do so.

This facet of workforce development would be a great training opportunity for our case management staff. Our job seekers could benefit from case management and other frontline staff having a better understanding of skills that can be learned in a work-based activity versus what should be gained from a classroom-based training.

INTEGRATING REGIONAL PLANNING AMONG CORE PARTNERS

Through our sector strategy initiatives, we have brought many of the core partners to the table. We will continue working through that group to develop regional activities and strategies. We will also use our existing One-Stop Delivery System committees to engage core partners on regional activities. Strategies for serving individuals with disabilities, veterans, and ex-offenders are a few groups that may particularly benefit from regional strategies with core partners.

Our local Business Solutions Team (ULWAP) is working closely with DSS and SCVR to develop a stackable work-based learning model. This model will be piloted in Spartanburg County during PY22. In the pilot stage, 4-5 local businesses will be identified as business partners who are interested and willing to hire individuals who are eligible for stacked services. The goal is to build an incentive package for hiring an individual who is eligible for multiple services. (Example: An individual receiving SNAP, with a disability, and who is unemployed would be eligible for WOTC, DSS OJT, SCVR JTO and Adult WIOA OJT.) The entire

job placement journey would provide 3-6 months of job training with a potential reimbursement average of $7,000 per business partner.

Technical Assistance with Business Services Training

The Business Services Solutions Manager for Greater Upstate area provided staff training at an administrator's meeting. She invites new business services staff in the region to shadow her.

5. A description of any administrative cost arrangements that currently exist or that will be established within the region, including the pooling of funds for administrative costs, as appropriate. Regions should consider:

- **Current or proposed resource leveraging agreements; and**
- **The establishment of a process to evaluate cost sharing arrangements.**

In the beginning of our sector strategy initiative, the Regional Planning Team members hosted several meetings at different locations, and the staff of the Local Workforce Development Boards in those LWDAs spent time coordinating meeting space, snacks, and other logistics. In June 2017, we received grant funds through the Regional Implementation Grant to assist in our sector strategy initiatives. After two modifications, we ultimately spent the funds to pay for two major expenses: (1) salary and travel expenses for a staff person specifically assigned to the sector strategies initiative; and (2) virtual reality equipment and career/tradeshow kits for manufacturing for outreach efforts.

Two agreements have been negotiated between the Upstate and Greenville County Workforce Boards, but these were for program related costs. The two Local Boards plan to continue, over the coming years, in sharing of duties and costs which may soon include administrative costs. The agreement to share a SCWOS Coordinator was easy to evaluate as we knew the cost of the two staff performing that portion of their jobs. Based on the amount of time it cost the Upstate to pay the staff salary and benefits, a savings was easy to determine, but these were program and not administrative costs. Saving program costs should be as equally important, if not more so, than administrative costs. The second agreement between the Greenville and Upstate Local Boards started on July 1, 2016. Through this agreement and partnership, we have a joint contract with our Operator and Adult/Dislocated Worker Service provider to serve our four counties. This agreement does not currently include any administrative funds, but we will continue to examine that possibility at the beginning of each program year, at a minimum.

As applicable, consolidated procurement of goods and services will be accomplished. This may take some time as each local area's fiscal agent may have different procurement policies and requirements. Further, we may have additional opportunities for joint administrative costs as we apply for other grants as a region. When ordering items such as VR headsets, job fair tables/chairs/banners, laptops, etc., the

Upstate and Greenville Workforce Boards often consolidate our procurement efforts in order to get the best pricing.

The Greenville and Upstate Workforce Boards met on the Resiliency and the Engage, Build and Serve grants to ensure that we are sharing in costs for these grants as much as possible in an effort to stretch our funding.

With the Engage, Build and Serve grant, we are expecting the Upper Savannah and WorkLink areas to begin paying for 25% of the staff time spent on sector strategies which is estimated to be $20,000 per workforce area. Currently, the Upstate and Greenville Boards have been funding the time of staff working on sector strategies. As we broaden this work by adding more sectors, it is important that we share these costs as a region. If a workforce area is not able to contribute, the state should allocate the funds for sector strategies.

6. A description of how transportation, access to childcare or other supportive services are coordinated within the region, as appropriate. Regions should consider:

- **How the provision of transportation or other supportive services could be enhanced regionally;**
- **What organizations currently provide or could provide supportive services; and**
- **Establishing a process to promote coordination of the delivery of supportive services.**

TRANSPORTATION

Our regional transportation infrastructure makes commuting between LWDAs (as well as counties within LWDAs) a challenge for students and workers. At this point in time, transportation services are lacking in the region to a point that they are not available for affordable purchase.

There are a variety of ride share, for-profit companies that serve various parts of the Upstate. Uber ~~has not branched out into all of the~~ is not reliable for all shifts in all fourteen counties in the area. With so many independent drivers, it would be an administrative problem in implementing agreements for transportation with them. One promising practice that is occurring through a faith-based organization in Oconee County includes a ride-share program in partnership with Uber and a local bank. For a reduced rate (approximately $5/week), the worker pays a small fee in advance to have a guaranteed ride to work each day. However, COVID-19 has changed our culture for the foreseeable future and may impact how we share rides.

The City of Spartanburg and the City of Greenville both have bicycle rental programs for their downtown areas, but this does not appear to be offered in many of the other cities in the Link Upstate region.

Bicycle rental is ideal for city commuting or for travelling short distances, but would not be ideal in the rural parts of our region.

The bus transportation systems, including Electric City Transit, CATBus, GreenLink, and SPARTA, serve the Link Upstate region. Some coordination is being done through a small workgroup under the Ten at the Top organization. Discussions are occurring around how to coordinate and expand service across the region. WorkLink was recently able to provide a demonstration grant to Electric City that expanded the current bus routes to the Belton-Honea Path area, and also to Masters Boulevard in downtown Anderson, where several large manufacturers are located. However, many bus systems do not run 24 hours per today and would not be able to accommodate riders that need to work second or third shift. This would require numerous resources, chief among them funding.

Lack of transportation is the number two issue facing workforce development and especially in the rural areas within the counties. Workforce board staff have served on transportation committees and often attend focus groups. This has been done for many years, but we have not seen an increase in services to the rural areas or in the availability of providers traveling from the cities to the county areas where the manufacturing and distribution jobs are located. Utilizing volunteers has not been reliable in the past. When an individual enters into a job or training, he/she must have consistent and reliable transportation. The solution is complicated and extremely expensive. One strategy to address this issue may include targeted industries within a specific proximity of two or more WDB boundaries so that each local area may invest within the training/recruitment strategy, but this would be limited.

Update: Transportation is still a big problem in the Link Upstate area. Not much has changed since this last update that addresses transportation across workforce areas. This simply is not an issue that the workforce boards can solve. The Upstate Workforce Board modified their supportive services to offer $15 per day for transportation for WIOA customers attending training. This amount greatly helps those crossing into other workforce areas for education. With the increase in scholarship funding available through other sources, WorkLink has lifted low-income requirements for those needing transportation assistance to attend training. This has alleviated the burden of higher prices of gas we have recently experienced. The region has promoted options for employers to start ride/share programs. Upper Savannah has a supportive services policy where employers who utilize OJT can be reimbursed up to $500 for trainee's share of vanpool costs. The Greenville County Workforce Development Board continues to collect information about transportation challenges from service provider staff and customers. The Greenville County LWDA increased their transportation allowance in their supportive service policies over the last few years, and continue to assess whether those limits need to increase again.

CHILDCARE

The other supportive service need for many is childcare and especially for second and third shifts. This is basically non-existent in the region, and it creates a problem for individuals with children because new employees in manufacturing and distribution facilities typically start with second, third or rotating shifts. First shift jobs are often offered to employees based on seniority once an individual has worked a period of time for the company. Most parents want their children in a childcare center close to their work location unless they have close family near a daycare center. When customers cross county lines for training or work, coordination with other workforce board staff to determine quality daycare locations could prove beneficial. This is an opportunity for our funded programs to explore. Childcare is very expensive. The WIOA funded programs utilize DSS to help cover this cost for several of our customers.

Update: Affordable second and third shift childcare is still non-existent. This is also an issue that cannot be resolved by the workforce boards. The Upstate Workforce Board modified their supportive services policy and will allocate $150.00 weekly for childcare. Due to the federal requirement that customers first apply to DSS for childcare vouchers, we have had very few utilize the funds.

OTHER SUPPORTIVE SERVICES

When file and customer transfers are made from one workforce area to another, coordination of supportive services will be a priority so that the customer does not have a gap in services if they are engaged in training and/or other approved activities.

Most free health clinics only serve those within their county or smaller geographic area, so we do not see that as a regional opportunity. Most of our counties have free or reduced rate health clinics now.

~~The Upstate Workforce Board has a substantial clothes closet thanks to donations from the downtown Rotary, Couture Closet, and others. Other workforce area programs are welcomed to use this closet periodically should they have clients with a need for interview or work clothing~~. The Upstate Workforce Board had to temporarily eliminate their clothes closet due to relocating the comprehensive center to a smaller location for approximately fifteen months. The space is very limited in the temporary center. Once we locate to our permanent space, we will secure donations and develop a new clothes closet. We did modify our supportive services so that we can purchase attire should someone be in dire need for clothing. The Greenville County LWDA has also gathered donated clothes and made them available to job seekers in need.

During COVID-19, ~~the Upstate, Upper Savannah, and WorkLink~~ all four Workforce Boards in the Link Upstate region included in ~~its~~ their modified supportive services policies the ability to pay a portion of someone's internet should they need help in order to take online courses under WIOA. We are also able to purchase computers for individuals if needed. Upper Savannah has established a laptop plan program.

7. A description of how workforce development services are coordinated with economic development services and providers within the region. Regions should consider:

- **Current economic development organizations engaged in regional planning; and**
- **Education and training providers involved with economic development.**

ECONOMIC DEVELOPMENT ORGANIZATIONS

In the Link Upstate Workforce Region, there are four multi-county groups focusing on the regional economy. They are as follows:

1. **Upstate SC Alliance** (~~9~~ 10 counties and 6 cities)
   Focus areas: Automotive, Advanced Materials, ~~Energy~~, Innovation in Food and Beverage, Biosciences and Aerospace
2. **Ten at the Top** (10 counties)
3. **Economic Development Partnership** (2 counties in our region and a 3rd outside of the Link Upstate Region)
4. **Central SC Alliance** (2 counties in our region and 7 outside of the Link Upstate Region)
5. **Upstate Chamber Coalition** (Representing 12 Greater Upstate chambers)

None of these focus on the entire 14-county region chosen by the SCDEW.

The Upstate SC Alliance is an economic development marketing arm for 10 counties and 6 cities in the Link Upstate Region to prospects. They also represent the region at trade shows and other events in and out of the country. Each year, the Upstate Workforce Board reviews the strategic plan of the Upstate SC Alliance paying special attention to the industry sectors that are targeted for recruitment to the region, which is a strategy we can expand to other workforce boards within the region. This information is used to help shape the plan for training dollars in our area. The Upstate SC Alliance works very closely with the local chambers and the economic development boards in the region. They also provide periodic updates to the county council members in their region. The CEO of the Upstate SC Alliance, John Lummus, has been involved with the regional sector strategies initiative.

Ten at the Top focuses on regional activities by fostering trust and collaboration through partnerships and cooperation that impacts economic vitality and quality of life. Ten at the Top does this work through three primary objectives:

1. Grow trust and partnerships among elected officials, business and community leaders and residents by initiating, convening and facilitating discussions around key regional issues, challenges and opportunities.

2. Identify and promote collaborative efforts that enhance the Upstate's physical and social infrastructure by encouraging quality growth and supporting economic vitality, natural and cultural resources and quality of life in the region.
3. Measure, analyze and report information on the needs and progress of the region on key cross-jurisdictional issues.

While the Upstate Workforce Board staff has had the greatest involvement with the Ten at the Top efforts, all 4 workforce boards in the region have participated in several forums and spoken at many events for Ten at the Top. This partnership will continue, and likely grow, as we advance our regional strategies.

Economic Development Partnership and Central SC Alliance cover far fewer counties in the Link Upstate Region than Upstate SC Alliance or Ten at the Top, which means our region will not have as much involvement in their efforts. However, they are both focused on growing the economy by working with new and existing businesses in their respective areas. We will continue to use their input in our regional activities, as applicable.

EDUCATION AND TRAINING PARTNERS

ReadySC is also a workforce development and educational partner with the workforce boards in the region. Close coordination occurs when new or expanding economic development projects materialize in the region. The programs funded by the workforce boards provide staff support for workforce development for new and expanding projects. The technical colleges provide training services specific to the companies. ReadySC serves as the project lead. Locally and regionally, ReadySC partners with the SC Works system to create a unique training and recruitment plan for eligible new and expanding industry, creating a thorough support system for the employer. The model used in South Carolina is viewed as one of the best in the country.

Further, the South Carolina Department of Commerce has engaged Regional Workforce Advisors which act as liaisons between business and K-16 education, advocate for industry needs within the education system and serve as a support system for the emerging workforce.

The Link Upstate Workforce Region has flourished over the last few years and all of the entities involved have robust relationships. We are a true team of players in economic and workforce development. There are other agencies that play a critical role in economic and workforce development, but they are usually workforce area specific. Without them, the regional team would not be a success.

8. A description of the region's plan regarding coordination of local performance negotiations. Each local area will continue to negotiate performance goals with the state and will remain ultimately responsible for ensuring performance meets or exceeds the agreed upon goals.

Regional coordination of performance will occur as a component of the Link Upstate Region's sector strategy initiative. As appropriate, regional performance may be expanded to include other demand occupations that may not necessarily be included our sector strategy priorities. As a region, we may create our own expected performance via the targeted sectors and use those goals as a general guide for making decisions and evaluating progress. If WIOA concentrates its primary training efforts according to demand occupations and the sectors strategies, then eventually the sector strategy performance outcomes will become the WIOA outcomes. In return each local area has the ability to use the regional performance metrics to assist them in negotiating their local WIOA performance, if such a process for negotiating is provided. Update: Now that the pandemic is behind us, we plan to reignite the sector strategy manufacturing group and begin focusing in the other four key sectors that have been identified.

Further, we can devote time to discussion of best practices among the four ~~4~~ Workforce Board staff in an effort to help each other achieve or exceed the WIOA performance standards. Our focus will be to continue our work on sector strategies and career pathway development.

Challenges and Opportunities for Improvement

~~1. Finding ways to meet business needs by pooling the resources of the 4 Workforce Boards. For example, managing projects for out-of-county residents (workers), out-of-county employers, pooled case management and assignment, allocating training-related payments and reimbursements within the region and between the appropriate Workforce Boards, etc.~~

1. The reduced or free tuition that is offered by the technical college system, along with the decision made by some individual colleges not to participate as an eligible training provider, has limited our traditional WIOA offerings to participants. This can make co-enrollment with some technical colleges in the region a challenge. We have had success with co-enrollment at some institutions of higher education and will continue to pursue additional training provider options.
2. Improving the regional transportation system via a light rail system or other regional public transportation systems. Our region is heavily based on manufacturing jobs and many run shifts around the clock. Transportation is an issue for those who need it for second and third shift jobs. For the most part transportation systems end at county ~~boarders~~ borders and if they do connect, passengers face waits. Laurens County is the most populous county in the state with out any public transportation. The lack of transportation was cited by the manufacturers participating in the October 26, 2022, Upstate Manufacturing Network reignite event.

3. Improve the ability to leverage resources with regional workforce partners who can help pay costs for childcare and other forms of needed supportive services.
4. The state policy to ensure 70% of adult enrollee meet the priority of service policy starves manufacturers of sponsored trainees. Advanced manufacturing requires solid basic skills meaning that at least 70% of those participating in the adult program must have family income below the poverty level. Currently, manufacturers are facing hard decisions. Do they pay overtime, or do they turn down business? Allowing a regional priority of service definition could open doors for individuals who need help upskilling regardless of their family income.
5. Meeting the 30% participant cost rate (PCR) continues to be a burden. Other needed items and services are forbidden now as they work against the participant cost rate. We have been able to meet this due to the SC Workforce Development Board offering grants to the local boards. Without these grants, it would be nearly impossible if not impossible to meet the 30% PCR.
6. Not having the wage data to verify and manage performance is a great concern for the region and is inconsistent with the mandate to be data-driven. We hope that SCDEW will continue to consider providing this data since other states are able to provide this to the local boards.

Regional Plan Signature – Greenville County

Local Workforce Development Board:

Robyn Knox
Workforce Development Board Chair

_____ _____
Signature Date

Local Grant Recipient Signatory Official(s):

Joseph M. Kernell
County Administrator

_____ _____
Signature Date

Regional Plan Signature – Upper Savannah

Local Workforce Development Board:

Taiese H. Kidd
Workforce Development Board Chair

_____ _____
Signature Date

Local Grant Recipient Signatory Official:

Upper Savannah Workforce Development Area
Name-Patricia C. Hartung Title- Executive Director

_____ _____
Signature Date

Regional Plan Signature – Upstate

Local Workforce Development Board:

Upstate Workforce Development Board
Name- Craig D. Jacobs, Chair

_____ _____
Signature Date

Local Grant Recipient Signatory Official:

Upstate Workforce Development Area
Name- B. Cole Alverson Title – Spartanburg County Administrator

_____ _____
Signature Date

Regional Plan Signature – WorkLink

Local Workforce Development Board:

Melanie H. McLane
Workforce Development Board Chair

_____ _____
Signature Date

Local Grant Recipient Signatory Official(s):

Steven R. Pelissier
County Administrator

_____ _____
Signature D

WIOA Local Workforce Development Board Membership

Total Seats 20 Seats Occupied 19 Seats Vacant 1

Business (per Section 107(b)(2)(A))				
No.	Name	Affiliation and Title	Contact Phone and Email	Address
1	Edwards, Kathleen	Lockheed Martin/ Senior Quality Engineer	(864) 354-5190 Kathleen.p.edwards@lmco.com	244 Terminal Road Greenville, SC 29605
2	Gill, Vernita Harris	Harris Executive Solutions, LLC/Founder and CEO	(864) 901-4002 vernita@harrisexecutivesolutions.com	655 H Fairway Road, PMB 346 Simpsonville, SC 29680
3	Kinley, Craig	Wireless Prowess, LLC/Principal and Founder	(616) 308-9741 ckinley@wiprowess.com	2407 W. North Avenue Anderson, SC 29625
4	Knox, Robyn (Chair)	The HR Business Connect, LLC/President	(800) 936-9592 Robyn@theHRBConnect.com	713 E. Greenville Street, Suite D, #177 Anderson, SC 29621
5	Mogan, Jared	MAU Workforce Solutions/ Director of Recruiting and Staffing	(864) 272-3110 jared.mogan@mau.com	7993 Pelham Road Greenville, SC 29615
6	Serpa, John	TPM, Inc & TrebleHook/Director of Human Resources	(864) 679-3081 johnserpa@tpm.com	1003 Laurens Road Greenville, SC 29607
7	Sheinbaum, Scott	Grainger/Regional Continuous Improvement Manager	(864) 862-8483 scott.sheinbaum@grainger.com	101 Southchase Boulevard Fountain Inn, SC 29644
8	Shumaker, Kelly	Pharmaceutical Associates, Inc./ VP of HR and EHS	(864) 277-7282 kshumaker@paipharma.com	1700 Perimeter Road Greenville, SC 29605
9	Smith, Shan	Good Sense Automation, LLC/Chief Operating Officer	(864) 437-1762 lashan@gsaeast.com	101 N. Main Street Greenville, SC 29601
10	Valenca, Robert	Bon Secours-St. Francis Health System/Human Resources Director	(864) 255-1197 robert_valenca@bshsi.org	1 St. Francis Drive Greenville, SC 29601
11	Waldrop, Ben	Century Printing and Packaging/President	(864) 848-0100 benw@cpandp.com	PO Box 2358 Greer, SC 29652

Not Less Than 20% (per Section 107(b)(2)(B))				
No.	Name	Affiliation and Title	Contact Phone and Email	Address
1	Michaels, Patrick	Goodwill Industries of the Upstate/Midlands South Carolina/ CEO – Executive Director	(864) 351-0135 pmichaels@goodwillsc.org	115 Haywood Road Greenville, SC 29607

2	Smith, Charles	Southern States Millwright Regional Council/Business Representative	(704) 303-2932 clsmith@ssmrc4070.org	1407 S. Knoxville Avenue Russellville, AR 72802
3	Stoller, Scott	Past President/Greenville County Fraternal Order of Police	(864) 844-3008	404 Fowler Road Simpsonville, SC 29681
$	VACANT	Apprenticeship		

Education & Training (per Section 107(b)(2)(C))				
No.	Name	Affiliation and Title	Contact Phone and Email	Address
1	Delaney, Michael	Greenville County Schools-Lifelong Learning/Director	(864) 355-6085 mdelaney@greenville.k12.sc.us	206 Wilkins Street Greenville, SC 29605
2	Miller, Larry (Vice Chair)	Greenville Technical College/VP of Learning & Workforce Development	(864) 250-8601 Larry.Miller@gvltec.edu	P.O. Box 5616 Greenville, SC 29606

Governmental, Economic, and Community Development (per Section 107(b)(2)(D))				
No.	Name	Affiliation and Title	Contact Phone and Email	Address
1	Panasko, Michael	City of Greenville Economic Development/ Business Development Manager	(864) 467-4442 mpanasko@greenvillesc.gov	P.O. Box 2207 206 South Main Street Greenville, SC 29602
2	Stanton, Kathy	South Carolina Department of Employment and Workforce/ Regional Manager	(864) 467-8838 kstanton@dew.sc.gov	225 S. Pleasantburg Drive Suite E-1 Greenville, SC 29607
3	Turnipseed, David	South Carolina Vocational Rehabilitation/ Area Supervisor	(864) 297-3066 dturnipseed@scvrd.state.sc.us	105 Parkins Mill Road Greenville, SC 29607

Others as Chief-Elected Officials Determine Appropriate (per Section 107(b)(2)(E))				
No.	Name	Affiliation and Title	Contact Phone and Email	Address
1				

2				
3				

Denote multiple representation with an asterisk (*).

Total Number of Seats Filled	19
Number of Seats Filled Representing Business	11
Percentage of Seats Filled Representing Business	58%
Number of Seats Filled Representing Not Less than 20%	3
Percentage of Seats Filled Representing Not Less than 20%	16% Note: Our Apprenticeship representative moved recently, and we are working to fill his spot.
Number of Seats Filled Representing Education & Training	2
Number of Seats Filled Representing Gov't, Economic & Comm. Dev.	3
Number of Seats Filled Representing Others by Chief Elected Officials	0

Local Administrative Entity
Roster of Workforce Staff

(Non-operational Staff)

Name: Dean Jones	**Workforce Job Duties/Responsibilities**: The Workforce Development Director is responsible for planning, organizing, directing, coordinating and evaluating Workforce Development Board (WDB) activities. These duties may include, but are not limited to, developing strategies and policies on workforce development issues; works with the WDB and standing committees to develop performance goals for the local area and the negotiation of those goals with the State officials; manages the WDB's budget and implements expenditure authority, prepares and presents budget recommendations and modifications for the entire WIOA allocations to the Board's fiscal agent, develops measures of outcomes and financial performance and ensures federal and state requirements are met; collaborates with local and regional partners to develop regional workforce development policies; represents the WDB to the private sector and assists with the cultivation and recruitment of private sector decision makers for involvement in WDB activities; prepares proposals and seeks alternative funding to support the programs, goals and objectives of the WDB; provides oversight, monitoring and evaluation of operators, service providers, training providers and other entities that become part of the SC Works One-Stop delivery system; provides staff support for all WDB board and standing committee meetings and recruit and select all administrative staff who directly provide support to the WDB; links workforce development with economic development.
Job Title: Workforce Development Director	
Name: Angela Smith	**Workforce Job Duties/Responsibilities**: Accounts Payable, Financial Reporting, Reconciliation of Procurement Cards, Procurement, Grants/Accounts Management, Monthly Financial Status Reports, Payroll,

Job Title: Finance Manager	SC DEW Financial Monitoring, County of Greenville Financial Audit, Monitoring, Staff Performance Evaluations, Human Resources, Supplies, Open Enrollment Staff Coordinator, Work Order Coordinator, Staff Travel Coordinator, Family Medical Leave Act (FMLA) Coordinator, and GCWDB Support.
Name: Shelia Harper **Job Title**: Program Coordinator (SCWOS Coordinator and EO Officer)	**Workforce Job Duties/Responsibilities**: SCWOS Coordination (including maintaining local data in SCWOS system, compiling/running reports for GCWDB and staff, providing technical assistance and training for staff and contractors, etc.); WIOA Programmatic Compliance Monitoring (including conducting onsite and/or desktop file reviews and submitting reports of findings, reviewing and distributing program performance reports, and tracking program performance); Equal Opportunity Officer (including handling written customer grievances and providing staff assistance with Limited English Proficiency (LEP) and Americans with Disabilities Act (ADA) compliance; ETPL Coordinator.
Name: Eva Anagnostis **Job Title**: Workforce Development Assistant Director	**Workforce Job Duties/Responsibilities**: Assisting the Workforce Development Director with any combination of the following: oversight and management of the WIOA program, recruitment of new employees, program operations, addressing and advising groups on workforce development programs, engaging economic development agencies, facility operations, and staff support to the GCWDB.

Comprehensive/Affiliate/Specialized SC Works Center

(Use one form for each Center)

Name:	SC Works Greenville McAlister Square
Address:	225 S. Pleasantburg Dr., Suite E-1, Greenville, SC 29607
Phone Number:	(864) 467-8080
Fax Number:	(864) 467-8855
Website:	www.scworksgreaterupstate.com
Hours of Operation:	8:30 a.m. – 5:00 p.m. Monday – Friday
List of All Co-located Partners and Available Center Services:	• WIOA Title I Adult and DW Training Programs • SC Department of Employment and Workforce o Wagner Peyser o Trade Adjustment Assistance (TAA) o Disabled Veteran's Outreach Program (DVOP) o Reemployment Services and Eligibility Assessment (RESEA) • SC Vocational Rehabilitation Department • SC Department of Social Services – Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) and Temporary Assistance for Needy Families (TANF) • Job Corps • Telamon – Migrant Seasonal Farm Worker (MSFW) program • Shared partner space: WIOA Youth Program; Adult Education (Lifelong Learning/Greenville Literacy Association); South Carolina Commission for the Blind; Sunbelt Human Resources (Community Block Grant); The Greenville Housing Authority (HUD)

Comprehensive/Affiliate/Specialized SC Works Center

(Use one form for each Center)

Name:	SC Works Greer
Address:	202 Victoria Street, Greer, SC 29651
Phone Number:	(864) 334-3512
Website:	www.scworksgreaterupstate.com
Hours of Operation:	~~1:00 p.m.~~ 8:30 a.m. – 5:00 p.m. Monday – Friday (by appointment only)
List of All Co-located Partners and Available Center Services:	WIOA Title I Adult and DW Training Programs

Comprehensive/Affiliate/Specialized SC Works Center

(Use one form for each Center)

Name:	Eckerd Connects Youth Site (Specialized Center)
Address:	225 S. Pleasantburg Dr., Suite E-7, Greenville, SC 29607
Phone Number:	(864) 437-3407
Hours of Operation:	8:00 a.m. – 5:00 p.m. Monday – Friday
List of All Co-located Partners and Available Center Services:	WIOA Title I Youth Program

SC Works Access Point(s)

~~***Hours and Services may vary due to COVID-19***~~

Host Name (E.g. Goodwill, Library, etc.)	Address	Phone Number	Fax Number	Days and Hours of Operation (for workforce services)	Workforce Services Available
Greenville County Library – Hughes Main	**25 Heritage Green Place Greenville, SC 29601**	864-242-5000	n/a	~~M-Th 10:00a-8:00p F-Sat 10:00a-5:00p~~ M-Th 9:00a-9:00p F-Sat 9:00a-6:00p Sun 2:00p-6:00p	Use of Computers with Internet
Greenville County Library – Anderson Road	**2625 Anderson Road Greenville, SC 29611**	864-269-5210	n/a	~~M-Th 10:00a-8:00p F-Sat 10:00a-5:00p~~ M-Th 9:00a-9:00p F-Sat 9:00a-6:00p	Use of Computers with Internet
Greenville County Library – Augusta Road	**100 Lydia Street Greenville, SC 29605**	864-277-0161	n/a	~~M-Th 10:00a-8:00p F-Sat 10:00a-5:00p~~ M-Th 9:00a-9:00p F-Sat 9:00a-6:00p	Use of Computers with Internet
Greenville County Library – Berea	**111 N Hwy 25 Bypass Greenville, SC 29617**	864-246-1695	n/a	~~M-Th 10:00a-8:00p F-Sat 10:00a-5:00p~~ M-Th 9:00a-9:00p F-Sat 9:00a-6:00p	Use of Computers with Internet
Greenville County Library – Five Forks	**104 Sunnydale Drive Simpsonville, SC 29681**	864-234-4904	n/a	~~M-Th 10:00a-8:00p F-Sat 10:00a-5:00p~~ M-Th 9:00a-9:00p F-Sat 9:00a-6:00p Sun 2:00p-6:00p	Use of Computers with Internet
Greenville County Library – Fountain Inn	**311 N Main Street Fountain Inn, SC 29644**	864-862-2576	n/a	~~M-Th 10:00a-8:00p F-Sat 10:00a-5:00p~~ M-Th 9:00a-9:00p F-Sat 9:00a-6:00p	Use of Computers with Internet
Greenville County Library – Greer	**505 Pennsylvania Avenue Greer, SC 29650**	864-877-8722	n/a	~~M-Th 10:00a-8:00p F-Sat 10:00a-5:00p~~ M-Th 9:00a-9:00p F-Sat 9:00a-6:00p	Use of Computers with Internet

Greenville County Library – Mauldin	**800 W Butler Road Greenville, SC 29607**	864-277-7397	n/a	~~M-Th 10:00a-8:00p F-Sat 10:00a-5:00p~~ M-Th 9:00a-9:00p F-Sat 9:00a-6:00p	Use of Computers with Internet
Greenville County Library – Pelham Road	**1508 Pelham Road Greenville, SC 29615**	864-288-6688	n/a	~~M-Th 10:00a-8:00p F-Sat 10:00a-5:00p~~ M-Th 9:00a-9:00p F-Sat 9:00a-6:00p	Use of Computers with Internet
Greenville County Library – Simpsonville	**626 NE Main Street Simpsonville, SC 29681**	864-963-9031	n/a	~~M-Th 10:00a-8:00p F-Sat 10:00a-5:00p~~ M-Th 9:00a-9:00p F-Sat 9:00a-6:00p	Use of Computers with Internet
Greenville County Library – Taylors	**316 W Main Street Taylors, SC 29687**	864-268-5955	n/a	~~M-Th 10:00a-8:00p F-Sat 10:00a-5:00p~~ M-Th 9:00a-9:00p F-Sat 9:00a-6:00p	Use of Computers with Internet
Greenville County Library – Travelers Rest	**17 Center Street Travelers Rest, SC 29690**	864-834-3650	n/a	~~M-Th 10:00a-8:00p F-Sat 10:00a-5:00p~~ M-Th 9:00a-9:00p F-Sat 9:00a-6:00p	Use of Computers with Internet

Local Plan Comments:

Comment 1
Originating Entity:
Comment:
Comment 2
Originating Entity:
Comment:
Comment 3
Originating Entity:
Comment:
Comment 4
Originating Entity:
Comment:

Local Workforce Development Area
Service Providers

Entity Name	Contract Period	Program/Function
Equus Workforce Solutions	~~7/1/20 – 6/30/21~~ 7/1/22 – 6/30/23	WIOA Adult and Dislocated Worker Program Business Services SC Works Operator
Eckerd Connects	~~7/1/20 – 6/30/21~~ 7/1/22 – 6/30/23	WIOA Youth Program

Combined Center Operations and Business Engagement Plan
Content Guidance

Management & Organizational Structure

1. Provide a list of comprehensive and affiliate centers and the location of each center.

   Comprehensive Centers:
   SC Works Greenville
   225 S. Pleasantburg Drive
   Greenville, SC 29607

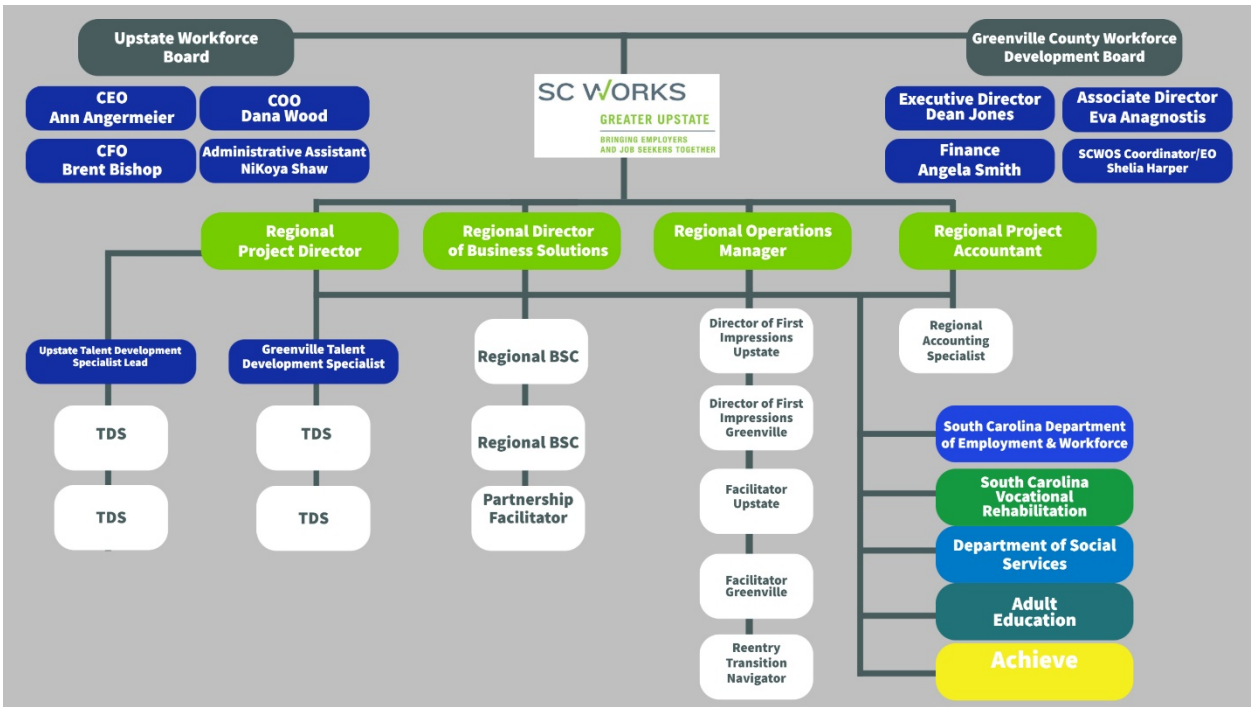
   SC Works Spartanburg
   145 N. Church Street
   Spartanburg, SC 29306

   Affiliate Centers:
   SC Works Union
   300 E. South Street
   Union, SC 29379

   SC Works Cherokee
   111-C Tiffany Park Circle
   Gaffney, SC 29341

   Greer Center *Limited Services Available*
   202 Victoria Street
   Greer, SC 29651

2. Provide an organizational chart for your area to include Local Board Administrative Staff, the Operator, Front-Line Staff, partners, and programs.



3. Provide an organizational chart or roster of your Integrated Business Services Team (IBST).
   Our core Regional Business Solutions Team to include Adult Education, SCDEW, SCVR, and WIOA Title I meets weekly. The roster for those meetings includes:

Anne Brock-Trail – SCDEW	Benjamin Abrams – Equus
Kathy Stanton – SCDEW	Johnnie-Lynn Crosby (BS Lead) – Equus
Ashley Randolph – SCDEW	Mary Beth Walters – Equus
Davey Smith – SCDEW	Erin Black – Adult Ed
Susan Ross – SCDEW	Sophie Fuller – Adult Ed
Jennifer Foster – SCDEW	Lisa Hall – SCVR

Our full Regional Integrated Business Solutions Team meets quarterly. The roster of invitees for those meetings:

Art Crider - SCMEP	Lisa Hannon – Achieve
Amanda Mason – Eckerd Connect	Lynn Tuten – Greenville County Schools
Amy Wyatt - DSS	Melanie Gearhart – Goodwill
Anne Brock-Trail - SCDEW	Whitney Hannah – Greenville County Schools
Ashley Randolph – SCDEW	Nalee Moua – Charles Lea Center
Heidi Arroyave – Greenville Literacy	Nikki Robinson - SCVR
Benjamin Abrams – Equus	Kirsten Pratt – Apprenticeship Carolina
Bill Brasington – Adult Learning Center	Ricco Booker - Fatherhood

Brad Dill - Bonds Career Center	Susan Griffith – Achieve
Chris Rauch - SCMEP	Robyn Grable – Veterans Ascend
Cherie Pressley – SC Commerce	Ryan Skinner – Commission for the Blind
Dana Wood - UWB	Melissa Schmitt – SCC
Daisy Chaves – Goodwill	Shantell Bradford – Goodwill
Diana Goldwire - SCDEW	Sophie Fuller – Adult Ed
Kathy Dickson – Apprenticeship Carolina	Sommer Ward – Goodwill
Davey Smith - SCDEW	LaTokia Trigg – Ready SC
Dwayne Hatchett – One Spartanburg	Tymeisha Purvis – DSS
D. Wheeler - Able-SC	Zach Wiley - SCDEW
Dolton Williams - UCWDB	Kevin Boniface – SC Commission for the Blind
Eva Anagnostis - GCWDB	Kimberly Proctor – Ready SC
Erin Black – Adult Ed	Kathy Stanton - SCDEW
Eric McAbee - SCDEW	Kanikia Sweeney- Phoenix Center
Glenn Templeton – GVL Tech	Mary Beth Walters – Equus
Johanna Gunter – Ready SC	Lorraine Holeman – Greenville County Schools
Jennifer Moorefield – GVL Tech	Lisa Hall - SCVR
Jerry Howard – GVL Tech	Tyler Hill – Swofford
Rhonda Johns – SCC	Elizabeth Tisdale – DSS
Kelly Walker – Upstate Fatherhood Coalition	Ryan Collins – Equus
Kerri McAlister – RD Anderson	Angela Spears – DSS
Lisa Hall - SCVRD	Valerie Stapleton – Reentry
Lisa Seay – Swofford	

4. Provide your area's communication plan and decision-making process, the scope of which includes, but is not limited to, the following:

    - How front-line issues are communicated and resolved;

      Staff communicate with their immediate Supervisor. The Supervisor then shares the concern or issue with the Operations Manager or Project Director, as needed. Monthly Leadership Team meetings are held with Program Managers as per Internal Communication Plan-SOP 1650.

    - How State guidance is disseminated;

      State guidance is disseminated via Instruction Letters which are posted online on the Upstate Workforce Board website. The Associate Directors from the Workforce Boards also inform the Operations Manager that a letter has been issued. The SCWOS Coordinator also shares relevant information with Program

Managers and staff, as necessary. Monthly grantee meetings are held with the Upstate Workforce Board staff. A quarterly meeting is held with Equus management and the two Workforce Board Directors and Associate Directors to discuss regional related situations and issues.

- How information is shared with partners;

  Information is issued to partners via email, meetings and other forms of communication to include verbal and written, as well as weekly Stand-Up sessions. This is detailed in the SOP 1650 "Internal Communication Plan."

- Planning and implementation process for center events, as well as business services events, including:
  - Process for electing a point person for events and their responsibilities
  - How business services events are staffed, including planning and scheduling processes;

  Business Solutions events, excluding job fairs and recruitment events, are planned and led by the Regional Director of Business Solutions. Additional Business Solutions Team staff are included as needed. All core Business Solutions staff are made aware of upcoming events such as HR Café and other business workshops so they can invite business contacts. Recruitment events are generally scheduled and managed by local SC Department of Employment and Workforce staff who are already working with the business on job postings and job matching. For single employer events, the SC Department of Employment and Workforce Business Consultant plans and covers the events as needed. For multi-employer job fair events, the full core Business Solutions Team is invited to assist with planning and event coverage.

- Local Workforce Development Board's process for appointing and reviewing the appointment of an Integrated Business Services Team Lead; and

  The local workforce areas have a designated Business Solutions Lead, the Operator's (Equus Workforce Solutions) Regional Director of Business Solutions, Ms. Johnnie-Lynn Crosby. This selection was based upon years of experience, promising practices, leadership in Business Solutions, knowledge of the region's employers, sector strategy leadership and economic development status. Each Workforce Board is responsible for the appointment of the Lead annually.

Description of the Local Workforce Development Area's SC Works logo and branding usage, including how SC Works hosted events are identified.

The SC Works Greater Upstate logo is used as a region and added to all flyers and events hosted and facilitated by SC Department of Employment and Workforce and Equus staff, in addition the American Job Center logo is attached to all flyers as well.

5. Describe staff development and training activities in your area, including information regarding Integrated Business Services Team cross-training to promote referrals.

   Staff development training is provided via All Staff Quarterly training sessions hosted by the operator and held once a quarter. In addition, staff training is provided regarding all programs and requirements. Case Management and Business Solutions staff meet weekly and monthly, and train according to updates and changes regarding their specific programs. The Workforce Boards also organize training at times via consultants when funding is available. There is also a request for training and technical assistance Instruction Letter that offers the staff an opportunity to request training as needed. When funding is available, some staff attend conferences.

6. Describe the roles and responsibilities of the area's Integrated Business Services Team, including the Integrated Business Services Team meeting schedule, employer engagement planning and scheduling, and how Integrated Business Services Team documentation is shared between partners.

   The Regional Business Solutions Director plans quarterly Business Solution Team meetings and sets the agenda. The meetings include a time for agency updates, upcoming events, an educational topic and a discussion period. All partner agencies are invited to present on their individual workforce programs, to include work-based learning opportunities. The goal of the regional meetings is to generate communication, collaboration and results. Quarterly meetings are scheduled by the Regional Director of Business Solutions. The agenda is developed based on team feedback and requests. Documents are shared via email with the fully integrated team. However, local SC Department of Employment ad Workforce staff have access to a shared Google Drive folder with Business Solutions documents such as: On-the-Job Training recruitment flyers and forms, employer registration forms and links and recruitment event attendance lists.

Service Strategy

1. Provide the menu of required and expanded services for both comprehensive and affiliate centers in your area. A services flowchart may be included.

   There is a plethora of live, virtual workshops available weekly and monthly, in person or online. There are workshops that address resume preparation, interviewing techniques, networking, internet use, stress management, soft skills and job search;

there is also an opportunity for customers to ask questions and receive feedback during the live, virtual workshops. In addition, there are also numerous workshops offered each month through SC Works Online Services.

Our Outreach Facilitator conduct workshops on developing resumes, and when needed also meet individuals one-on-one to further explain the importance of items and polish the resume. They also assist customers with uploading their resumes into the South Carolina Works Online Services (SCWOS).

LinkedIn Learning is a FREE virtual tool available to our customers anytime and can be accessed via smartphone or computer. This platform provides over 13,000 courses on a variety of subjects, that are taught by experts in the specific field. After the completion of courses, a customer can load the certification of completion to their personal LinkedIn account, showcasing their knowledge and desire to learn, which makes them more attractive to employers.

Customers that visit the affiliate center have access to the same live, virtual workshops offered in the comprehensive center. These services are provided by the Outreach Facilitator, and the LinkedIn Learning platform is also available as mentioned above.

Case Management services are offered to individuals residing within the local area. These services include one-on-one career counseling and the development of an Individual Employment Plan that creates a clear path to success through training. The focus of these services is to remove any known barriers and provide resources and options for in-demand occupational skills training through traditional classroom instruction and paid on-the-job training, with an ultimate goal of self-sufficient employment. These services are offered at both the comprehensive and affiliate centers.

2. Describe how referrals are completed in your area, including any efforts made to streamline the referral process.

There is an established Referral Process via SCWOS (SC Works Online Services) as required by the Memorandum of Understanding and Workforce Innovation and Opportunity Act law, in which all core partners are listed. There is a Standard Operating Procedure (SOP 1600) which addresses the procedures required by partners. The SC Works Operator will continue to emphasize the use of the Referral System and encourage usage from all staff and partners.

3. Provide the menu of Integrated Business Services Team services in your area, including any associated costs and how these costs are determined.

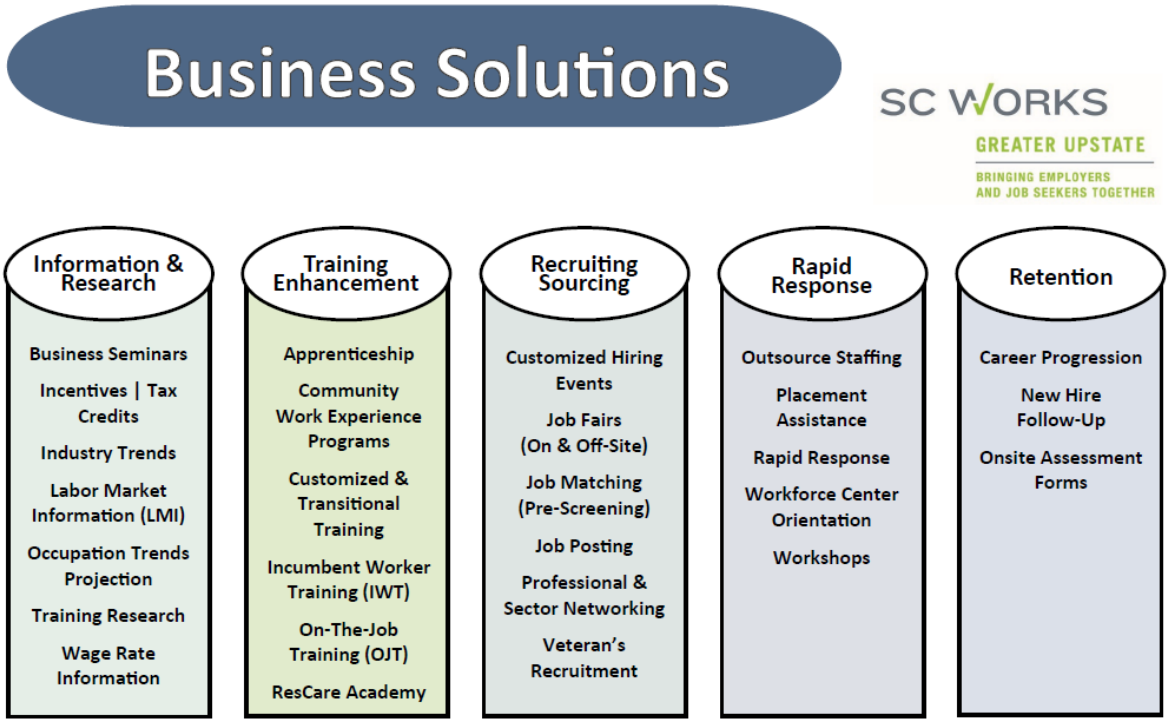
There are no fees for business services other than WorkKeys assessments and job profiles.

1. ***Job Postings - Online, phone call, fax, in-person***

2. ***Applicant screening and referral to business specifications***
3. ***Customized Recruitment***
4. ***Job Fairs***
5. ***Provision of Labor Market Information***
6. ***Interviewing Space, Scheduling***
7. ***Provision of information and referral related to: Tax credits, community resources, federal bonding, Americans with Disabilities Act, Veterans***
8. ***Incumbent Workers Training (as funds allow)***
9. ***On-the -Job Training***
10. ***Customized Training***
11. ***Information on Unemployment Insurance (UI)***
12. ***Rapid Response services***
13. ***Trade Adjustment Assistance (TAA) information and services***
14. ***Veterans Employment Services***

Expanded List of Business Services -- examples

1. ***Customized services for significant company or industry dislocations***
2. ***Access to WIN testing***
3. ***WorkKeys job profiling services***
4. ***Database of Ready to Work Career Readiness Assessment tested applicants***
5. ***Labor Market Information workshops***



4. Provide the process for providing business services, including how service delivery that supports visit and service planning is documented between core and extended partners.

The greater upstate region follows an account executive approach as much as possible to limit the point of contact for the business partner. To ensure that all Business Solutions Team members are knowledgeable about business services available in the Upstate and Greenville regions, each member receives information on available services via participating partnering agencies. During Program Year 22, information will continue to be provided via face to face, email, virtual meetings, and regional meetings. Topics covered include customer service, employer relations, job posting, recruitment events, job fairs, on-the-Job training, work experience, transitional jobs, incumbent worker training, registered apprenticeships, regional education letters, ReadySC, SC Manufacturing Extension Partnership services, assessments, Work Opportunity Tax Credit (WOTC), federal bonding, workforce board plan and goals, and economic development. Topics are determined based on demand/requests from participating partners.

Business Solutions Team members operate under the direction of the SC Works Regional Director of Business Solutions. Businesses are the number one priority for the Upstate Workforce Board. The SC Works Upstate Regional Director of Business Solutions coordinates all business services for the SC Works Upstate and Greenville region.

The Business Solutions Team promotes workforce services to the business community and includes public speaking events. Partner business services are included in outreach and informational materials.

The Business Solutions Team arranges business workshops in all SC Works sites, as needed. There are currently HR Café sessions running virtually, serving all 4 counties.

Each participating entity is given the opportunity to add material and agenda items to each meeting, both weekly and quarterly. Multiple partners created a one-page overview of business services. Additionally, speakers present at meetings, and we often have on-the-job presentations and work experience/internship presentations. At each local meeting and the regional meetings, there are opportunities to discuss combining efforts to develop recruitment strategies for local businesses and/or industries which include co-enrollment and stackable credentials. There is also a focus to combine efforts when planning job fairs.

All federally mandated partners are expected to represent themselves as workforce representatives, presenting the full range of relevant/appropriate services to the businesses. The entire Business Solutions Team has been encouraged to represent the full workforce system and its services when meeting with business and industry. However, there is nothing in place with each partner entity to hold representatives accountable for this metric. It would be helpful if an accountability measure were developed at the state level for each partner staff. (federally mandated partners at a minimum)

All business services provided by the local area Equus staff and SC Department of Employment and Workforce staff are entered into the SCWOS database. It would be very helpful if Adult Education and the SC Department of Vocational Rehabilitation were also required to enter business services activities into the SCWOS database for tracking purposes and to eliminate duplication as much as possible. This would also enhance the overall experience for the business partner.

Targeted Sectors and Outreach

1. List specific industries which are targeted within your LWDA for both job seekers and employers, including in-demand occupations and industries, and the strategies implemented to target them.

Advanced Manufacturing, Construction Trades, Logistics/Distribution, Healthcare, Information Technology and Construction Trades.

Strategies include partnerships with local economic development, technical colleges, K-12 education, local HR chapters, chambers and workforce development initiatives through work-based learning activities. The Equus Business Solutions Team also follows

the outreach plan below to ensure collaboration and communication are occurring throughout multiple partner agencies and industries. Equus also manages social media and text messaging outreach to business partners and job seekers.

In addition, SC Works partners with a multitude of organizations that serve the same or similar purpose of increasing the quality of life for local residents. This includes faith-based and human services organizations that provide support and services to individuals with barriers.

2. Describe your LWDA's outreach strategy.

PY22 Business Outreach Plan Equus – July 1, 2022 – June 30, 2023

REGIONAL PLAN: All Equus Business Solutions Consultants will cover a 4-county region and have specialty focus.

INDUSTRY FOCUS

Mary Beth	Johnnie-Lynn	Ben
Manufacturing and Logistics	Skilled Trades	Manufacturing and Logistics
Healthcare		Information Technology
		Professional (Admin/CSR)

PARTNERSHIP/STRATEGY FOCUS

Mary Beth	Johnnie-Lynn	Ben
Registered Apprenticeships (Apprenticeship Carolina)		Refugee Project
Technical College – Manufacturing (Upstate)	Technical College – Professional (regional)	Technical College - Information Technology (regional)
Technical College – Healthcare (regional)	Technical College – Skilled Trades (regional)	Technical College – Manufacturing (Greenville)
Staffing Partnerships	SCRLA – Restaurant and Lodging	Staffing Partnerships
EMT Programs – Jeremy and Josh	Skilled Trades Alliance	Manufacturers Roundtable – Greenville
Spartanburg Reentry		Vocational Rehabilitation On-the-Job Training stacking
Entrepreneurship (SBDC and SCORE, EdBuild)		Greenville Reentry
		Technical College – Professional (regional)

TEAM GOALS:
****Each Business Solutions Consultant needs Core 4 employers per quarter to support placement within industry focus;***
****Each Business Solutions Consultant should develop 8 On-the-Job Training contracts per quarter (regardless of Local Workforce Development Area) which would put us at 96 On-the-Job Training contracts for the year as a region. If evenly split = 48 per Local Workforce Development Area;***
****Business Solutions Consultant outreach should reach a minimum of 15 meetings per month (new or repeat);***
****Business Solutions Consultant community engagement should include 1 per month, based on partnership/strategy focus; and***
****All Business Solutions Consultants will contribute to Dislocated Worker Grant placements based on candidate eligibility – Upstate grant also serves Greenville residents.***

3. Describe your Local Workforce Development Area's process for assessing and reviewing employer needs, including resources used to conduct the assessments and reviews.

SC Works/Equus manages and coordinates business engagement, assessment and review. The Regional Director of Business Solutions (RDBS) is engaged with local economic development, technical colleges, K-12 education, local human resources chapters and chambers. The RDBS also participates in business retention visits, roundtables, and forums focused on obtaining business partner feedback. Additionally, the local Business Solutions Team serves business partners based on need, using the employer visit guide as a resource to identify business partner challenges and priorities related to recruitment, retention and training. Within the manufacturing industry, the Local Workforce Development Area also initiated the Upstate Manufacturing Network, a partnership designed to focus on industry priorities. Currently, the partnership is focused on developing a standard maintenance skill assessment with the support of Equus Partnership Facilitator and Convener, Ryan Collins.

Customer Feedback

1. What methodologies are used in your LWDA to gauge employer and job seeker satisfaction? How does the LWDA turn responses into actionable improvements of the system?

There is an established policy/procedure for measuring our customer/job seekers satisfaction with the service provided in the centers, from Resource Room to workshops. Monthly Customer and Workshop Survey Reports (SOP 1701) detail the procedures required to effectively gather, monitor and if needed, assign correction actions for resolution.

Additionally, the Operator, Equus Workforce Solutions, has implemented LEGACY in Action surveys (completed in-person and online), which are another mechanism to ensure good customer service is taking place. LEGACY in Action survey results are reviewed each month by Equus management.

SC Works Greater Upstate utilizes FormStack for customers, workshops and employer surveys and feedback. In addition, QR Scan Codes are developed and added to surveys.

Business customer surveys are conducted monthly through the workforce boards. Once survey results are received by the Regional Director of Business Services, each business customer is followed up with based on the feedback. If the customer needs assistance with a SCWOS account or recruitment event planning, Wagner-Peyser staff follow up to provide the information. If a business customer has concerns or questions about IWT, OJT or is unhappy with the service received, the Regional Director of Business Services follows up directly. The business customer feedback is also used to implement continuous improvement strategies within the business solutions department.

All survey results from both employers and job seekers are presented to both Boards in a snapshot format each month in the Just-In-Time Report. This provides an opportunity for review, discussion and action items for improvement. In addition, the same results are shared monthly at the Partner Program Manager meetings hosted by the Operator.

NOTE: Beyond the above listed topics, LWDA's are encouraged to include any additional information that is pertinent to the LWDA's center operations and business engagement activities.

This plan must be no more than 30 pages, including attachments.
