LOWCOUNTRY COUNCIL OF GOVERNMENTS  
Lowcountry Workforce Development  
Post Office Box 98, Yemassee, South Carolina 29945  
Grant Award Agreement  

Award Identification Number: WIOA 2022-01 ADY-OSO  

Grantee: Ross Innovative Employment Solutions Corp. Services  
301 Orchard Street, Suite 2  
Saint Clair, Michigan 48079  

DUNS: 080034462  
Contact: Lynn Fournier  
(810) 326-1510  
lfournier@rossworks.com  

Project Title: Adult, Dislocated Worker, Youth and One Stop Operator  
Period of Performance: 06/30/2023 – 06/30/2024  

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LCOG Program Contact: Michael V. Butler  
mbutler@lowcountrycog.org  
(843) 473-3969  

LCOG Fiscal Contact: Sherry Smith  
ssmith@lowcountrycog.org  
(843) 473-3976  

In accordance with the provisions of the Workforce Innovation and Opportunity Act, funds are awarded in the amount shown above for the purposes specified in the Statement of Work. The acceptance of this grant award creates a contract between the Lowcountry Council of Governments and the Grantee named above, legally binding the Grantee to carry out the activities set forth in the Grant Agreement. The effective start date of the Grant period is as stated above, without regard to the date the agreement is signed. The Grant Agreement consists of this Grant Award Signature Sheet, Part I – Program Statement of Work, Part II – Grant Budget, Part III – Forms and Assurances, and Part IV – Terms and Conditions.  

Approved By: Sabrena P. Graham  
Executive Director  
Lowcountry Council of Governments  
Date: 7/12/23  

Accepted By: Shawn Brenner  
Chief Executive Officer  
Ross Innovative Employment Solutions Corp.  
Date: 7/11/23
WIOA ADULT, DISLOCTED WORKER YOUTH SERVICES AND ONE STOP OPERÁTOR
GRANT NUMBER: WIOA 2022-01 ADYO-SO

This Agreement is entered into by the Lowcountry Council of Governments (LCOG) as Fiscal Agent for the Lowcountry Workforce Investment Board and Ross Innovative Employment Solutions Corp. (Ross), pursuant to the provisions and regulations of the Workforce Innovation and Opportunity Act (WIOA).

Ross will implement, provide and manage, a compliant and high performing WIOA One Stop Delivery System Under Public Law 113-128 signed into law on July 22, 2014, entitled the “Workforce Innovation and Opportunity Act of 2014,” (WIOA) and the WIOA Final Regulations issued August 19, 2016, including, Adult and Dislocated Worker Activities under Title I of the Workforce Innovation and Opportunity Act, 20 CFR Part 680 Subparts A, B, C, E, and G; and Youth Activities under Title I of the Workforce Innovation and Opportunity Act, 20 CFR Part 681 Subparts B, C, D; One Stop Operator Part 678 Subpart D to ensure a high performing, certified and compliant One Stop Delivery system as described in Part 678 across the entire Lowcountry service area (Beaufort, Colleton, Hampton and Jasper Counties) in South Carolina.

Ross will comply with the WIOA, the Regulations, Uniform Guidance, Federal, State, and local area guidance, instructions, agency policies and other federal, state, and local laws and regulations, the Lowcountry Workforce Board’s Local Plan, the South Coast Regional Plan and the Combined Center Operations and Business Engagement Plans (COBE Plans) and Lowcountry Sector Strategies, including Lowcountry Policy regarding Approved Sectors. Ross is required to educate itself and its staff on what the entirety of WIOA requires (not just title I) and envisions in order to deliver customer centered, unduplicated, cost effective, efficient, and high performing delivery of comprehensive and holistic WIOA services in the Lowcountry area.

Ross as a sub-recipient of an award under title I of WIOA must follow 2 CFR part 200, including any exceptions identified at 2 CFR part 2900 including the cost principles at subpart E and appendices III through IX. Ross must comply with all requirements and conduct all business and functions under this Agreement in accordance with 2 CFR 200.317-326; 2 CFR 200, Appendix II.

Terms and conditions are a part of all awards. Terms and Conditions may be subject to changes as a result of changes in (1) Federal or State Code and/or Regulations, (2) LWB policy or (3) administrative procedure.

LCOG expects a turn-key solution and as such does not expect to “hand-hold” Ross. It is imperative Ross fully and quickly acquaint themselves with the responsibilities of providing and managing WIOA One Stop Operator, Adult, Dislocated Worker and Youth Services as a sub recipient and deliver outstanding performance independently. If Ross fails to acquaint themselves with the law, regulations, instructions, conditions, and information relative to this Agreement and its scope of work it does not relieve Ross of any obligation with respect to this Agreement.

Failure to achieve negotiated levels of performance (participant and financial), or to achieve or maintain One Stop (comprehensive or affiliate) certification, or meet participation service levels, timeframes, benchmarks, obligation, expenditure, monitoring or audit requirements shall be just cause to modify or terminate for cause any contract. Failure to achieve directly impacts the local area’s designation as a Workforce Area and its ability to access funding; therefore, it shall be a priority and responsibility Ross to ensure success in all areas.

Ross is responsible for promptly identifying any issues or potential issues regarding one stop operations, staffing, program services delivery, finance, Memorandum of Understanding (MOU), Infrastructure Funding
Agreement (IFA), or SC Works Certification Standards and notifying the Lowcountry Workforce Development Director in writing in enough detail to ascertain a course of action.

Ross will cooperate and work very closely with Lowcountry Council of Governments (LCOG), Workforce Development Administrative staff, and the Lowcountry Workforce Board (LWB) to develop and refine operations and services as the system evolves and as regulations and guidance (Federal, State and Local) are issued. LCOG staff, LWB, LCOG Board, LWB or LCOG committees may require Ross to attend or participate in meetings or projects.

Ross will develop written process and policies to ensure the requirements of WIOA, this contract, federal, state, and local policies, and procedures are met. Ross will train staff and ensure implementation of its process and policies through monitoring and staff development. Documentation of records regarding process, policies, monitoring, training, and staff development will be maintained and shared with LCOG as requested or as needed.

Based upon funding availability, and if performance is satisfactory, grant administration is found to be in compliance with all program regulations, and other factors, this Agreement may be extended if it appears to be in the best interest of the LWB, LCOG and is agreeable with Ross. The Grant may be extended for up to three additional years, in any increment, for a total not to exceed Four (4) years. The LWB may adjust service levels, number of participants served; and/or associated costs at any time during the contract period.

STAFFING

All job openings funded under this agreement must be listed with the local office of the S.C. Department of Employment and Workforce (SCDEW) in the SC Works Online System (SCWOS).

Ross must notify the Lowcountry SCWOS Coordinator in writing of all changes in staff with as much advance notice as possible in order to safeguard access to the SCWORKS ONLINE SERVICES (SCWOS) and other sensitive/confidential data. New Hire information must be shared with LCOG, including a copy of the resume and any applicable certifications or credentials within ten (10) days of official hire date.

All WIOA-funded staff must adhere to professional standards of client confidentiality and ethics.

Ross commits to continuous improvement and will support staff development including a focus on staff attendance at State and Regional conferences, and other training opportunities for the staff funded herein. Ross will fill staff positions with highly qualified and certified individuals. Appropriate workforce professional certifications are available at a number of vendors including Career Development Facilitators (CDF) or Certified Workforce Development Professionals (CWDP). The Career Development Facilitator credential is designed to promote competency among workforce and career development professionals. All front-line case management staff must possess a current CFD or CWDP credential or earn one within One (1) Year of hire.

Ross must submit documentation of staff credentials within 30 days of staff hire or staff receipt of credential to LCOG.

There may be customers whose first language is not English. Ross should be prepared to staff accordingly.
FINANCIAL MANAGEMENT

The South Carolina State Workforce Development Board has set several financial policies and expectations for the local areas. Therefore, specific goals will be set for expenditures and strict adherence to budgets and classes of expenditures (participant cost expenditure, work-based learning expenditure, overall expenditures, etc.) is required.

Failure to quickly implement the programs and budgets or to remit payments to vendors or participants will be cause for corrective action and termination for cause if unresolved in a manner and time acceptable to LCOG. Additional requirements may be set.


All expenditures must be for costs authorized under Public Law 113-128, Title I, in support of One Stop Operator, Adult, Dislocated Worker and Youth activities incurred during the period of performance.

A minimum of Twenty (20%) percent of the Youth Program budget must be expended solely on Youth Work-Based Learning (YWBL). At least 60% of which must be direct participant costs (Work Experience stipends to the participant) and no more than 40% may be expended on staffing costs directly related to the development, execution and monitoring of YWBL contracts.

A minimum of Forty (40%) percent of the combined Adult and Dislocated Worker budgets must be expended solely on Participant Costs prior to the end of the period of performance. Only program cost category expenditures will be used. Administration expenditures will not be included in the calculation.

The participant cost rate will be calculated using combined local Adult and Dislocated Worker program expenditures, including Rapid Response for additional assistance funds. The fund streams will not be evaluated separately.

Participant costs include expenditures for all types of training (classroom, OJT, apprenticeship, locally-funded IWT, customized training, etc.), basic skills upgrading and GED preparation, supportive services necessary (and not otherwise available) to enable an individual to participate in WIOA activities (such as transportation, child care, books, supplies, uniforms, tools, and fees), assessments, testing, and work-based learning wages and/or stipends, Salaries, fringe benefits, and indirect costs of staff working directly with participants (i.e., staff who provide eligibility certification, case management, workshops, and assessments)

NOTE: Participant costs do not include operating expenses or indirect costs, except for staff working directly with participants.

The Participant Cost Rate and Youth Work Based Learning Rate are additional performance accountability indicators. June Financial Reports submitted by Ross will be used to determine total program expenditures, participant costs, and youth work based learning (YWBL) expenditures.

Ross will submit a report and evaluation to LCOG of the Participant Cost and Youth Work Based Learning at the end of each quarter as part of the month financial reporting and draw down. This report will use financial and program data to forecast projections of success toward meeting the requirements and will include specific action, benchmarks, and timeframes to implement corrective actions to ensure these financial performance goals will be met.
Transfer between Adult and Dislocated Worker – WIOA allows for transfer of funds between Adult and Dislocated Worker programs. If a transfer is needed a formal request, after December 1 and prior to March 1, must be submitted to the Workforce Development Director. Approval is contingent on the written approval of both the LWB and State.

Funding obligations under this agreement are contingent upon receipt of funds from USDOL/State allocation guidelines governing the service area. LCOG is in no way obligated for any funds not received nor any decrease in funding required by allocation formulas. In the present Federal fiscal environment, mid-contract funding allocation adjustments may be directed by USDOL, the State or the local area.

None of the funds available under this title shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule under section 5313 of title 5, United States Code. Certification of compliance with this requirement will be submitted upon request.

All staff, pertaining in whole or in part to this project, shall maintain time and attendance records that reflect the total of actual hours worked and hours of leave and holiday time for each day for ALL PROJECTS (WIOA and Non-WIOA, Lowcountry and non-Lowcountry projects) they are funded through. Staff will record time by program (Adult/Dislocated Worker/Youth), cost categories (administration/program) based on actual time worked on a program which reflects the actual activity benefiting from the work completed. Time sheets are to be signed by the employee and their supervisor, as applicable in compliance with Ross policies. Time sheets shall serve as documentation for disbursements for salaries and fringe and must be submitted with the request for reimbursement and maintained with other financial documents.

Ross is required to submit monthly payment invoices on or before the 13th calendar day of each month, the invoice must be accompanied by separate excel reports on Budget to Actual and Obligations for each program and fund source and all supporting backup documentation for all payments must be attached to each invoice.

Expenditures and costs incurred must be reported on an accrual basis.

ALL REQUESTS FOR FUNDS MUST BE ACCOMPANIED BY SUPPORTING DOCUMENTATION.

Failure to submit required documentation will delay payment until all required documentation is delivered, this including data entry and scans of supporting documentation in SCWOS. Failure to submit timely documentation may result in disallowed costs.

Final, through June 30 invoices and requests for reimbursement may be due earlier. Requests submitted after the year-end deadline that will be communicated as the year end approaches (in the event no earlier deadline is established, July 10), or requests that are incomplete or not fully documented as of this date may not be considered for funding.

Failure to comply with any of the requirements herein, both program and finance, may show sufficient grounds to terminate for cause.

LCOG, as fiscal agent for the LWB will perform an evaluation or reconciliation of the contractor’s performance and payments to ensure they are made in accordance with the approved contract or agreement.
Annual financial closeout report will be due to LCOG no later than August 15. All close out reports must be submitted on time, after which no additional requests for reimbursement will be allowed, regardless of the date incurred.

All reported costs under this contract will be reported to the benefiting cost objective (Project, Fund, Year, and Account number).

Ross will establish and maintain a financial management system that provides accurate, current, and complete disclosure of the detailed financial transactions of this Agreement. This system will be in compliance with standards and procedures established in 2 CFR 200 and 2900, and in the Terms and Conditions of this Agreement. Expenditures under this Agreement must be in compliance with the Agreement Budgets.

The Federal requirements governing the title, use, and disposition of real property, equipment, and supplies purchased with funds provided under this Agreement shall be the corresponding Federal requirements generally applicable to such items purchased through Federal grants to States and local governments.

**COST REIMBURSEMENT**

The attached line item budgets are based on all authorized, allowable, allocable, and legitimate costs to be incurred by Ross in fulfilling the terms of this Agreement. Ross will be reimbursed for actual expenditures according to the approved line item budget and as supported by required documentation and financial reporting.

**OBLIGATION OF WIOA FUNDS**

WIOA funds may not be obligated prior to the effective date of this Agreement. WIOA funds may not be obligated under any circumstances after the program period has ended.

Historically about 5-10% of the total Adult and Dislocated Worker allocation is received in July ("advance" or "program" or "P" funding), the balance ("full" or "fiscal" or "F") is generally received in November. Youth allocations are generally available in April. LCOG will provide specific spending authorization (Notice of Fund Availability or Notice to Proceed) for each program and for each separate period (P Funding and F Funding). Ross must not incur costs or spend funds until authorization has been received. Ross must not incur costs or spend funds in excess of the amount shown on the Notice of Fund Availability. This is especially important for the Adult and Dislocated Worker programs as only a small percentage will be authorized for expenditure under "P" funding at the start of this Agreement.

**TRAVEL AND EXPENSE**

Must adhere to Ross’s policy and in no event shall this exceed the current applicable General Services Administration Per Diem and Travel for the applicable area. Only those costs that are reasonable, allowable, properly allocated, actually incurred, paid, and properly documented within the grant period and budget line item will be reimbursed. Travel and associated expenses will be properly documented in detail and all documentation must be submitted with the request for reimbursement and maintained with other financial documents. Travel must be efficient by using the shortest mileage route and carpooling should be considered when practical.
USE OF GRANT FUNDS

Funds awarded are to be expended only for purposes and activities covered by the project plan and budget. All requests for changes in project plan and scope of expenditures must be approved in writing and in advance of expenditure.

No financial assistance will be provided for any program under this title that involves political activities.

All education programs supported with WIOA funds shall be consistent with applicable State and local educational standards. Standards and procedures with respect to awarding academic credit and certifying educational attainment in programs conducted under such chapter shall be consistent with the requirements of applicable State and local law, including regulation.

No funds available under this title may be used for public service employment except as specifically authorized under WIOA.

BUDGET MODIFICATION

For each Budget individually (Adult, Dislocated Worker, Youth) Ross is authorized as follows:

No Modification needed to spend the full amount shown on Total Non-Participant Costs line as necessary. Ross is not strictly held to the detail line items within the Non-Participant Cost section, only to the Total Non-Participant Costs for each Program individually.

No Modification needed to spend the full amount shown on Total Participant Costs line as necessary, Ross is not strictly held to the detail line items within the Participant Cost section, only to the Total Participant Costs for each Program individually.

No Modification needed to move funds from Total Non-Participant Costs to Total Participant Costs. However, Ross is required to notify LCOG in advance and in writing of how much money for each Program it intends to move from Non-Participant Costs to Participant Costs so that SCWOS AIFT can be updated.

A formal written Request for Modification is necessary if Ross wants to move any Participant Costs to Non-Participant Costs. Any request for Modification must be made well in advance as some requests may require Local Board and/or State approval. A request is not approved until a Modification is issued by LCOG.

A formal written Request for Modification is necessary if Ross wants to move Administrative Budget funds to either Participant Costs or Non-Participant Costs. Any request for Modification must be made in well in advance as some requests may require Local Board and/or State approval. A request is not approved until a Modification is issued by LCOG.

A formal written Request for Modification is necessary if Ross wants to move money between Adult and Dislocated Worker Budgets. Any request for Modification must be made in well in advance as some requests may require Local Board and/or State approval. A request is not approved until a Modification is issued by LCOG.
PROFIT

For-profit entities that are recipients and subrecipients of a Federal award must adhere to the Uniform Guidance at 2 CFR part 200, including any requirements identified by the Department under 2 CFR part 2900. The DOL-specific requirement at 2 CFR 2900.2 expands the definition of ‘Non-Federal entity’ to include for-profit entities. All non-Federal entities, including grant recipients and subrecipients, must adhere to the Uniform Guidance. Profit will be calculated as set in the response to the RFP, 8% of the direct salaries and wages and applicable fringe benefits expended, not to exceed the approved line-item contract budget.

Consistent with WIOA sec. 121(d)(2)(B)(iv), under 20 CFR 683.295(a)(1), a for-profit entity may be a service provider. In 20 CFR 683.295(a)(2), consistent with WIOA sec. 121(d)(4)(C), the Department requires private for-profit entities to adhere to the requirements of 2 CFR 200.323 concerning earning and negotiating a fair and reasonable profit. The Uniform Guidance requires that profit is reasonable and fair and that the entity conducting the competition negotiate profit separately from costs (2 CFR 200.323(b)). Negotiation with for-profit entities entitled to earn profit must separate amounts intended to pay for costs from amounts intended to pay for profit. Contract price equals costs plus profit. Profit should be based on the contractors’ efforts and risks in achieving a performance result that typically aligns with the performance measures outlined in the Local WDB’s plan. Conditions to consider in quantifying the opportunity to earn profit are referenced at 48 CFR 15.404-4. Local WDBs are allowed to cap the maximum profit potential that could be earned per performance results within the approved budget. The earning of profit should not be based on total budget, expending of the budget, and/or pass through costs, such as tuition or fixed costs, that require minimal to no effort from the contractor nor directly achieve a performance goal.

For programs authorized by other sections of WIOA, 2 CFR 200.400(g) prohibits earning and retaining profit on Federal financial assistance unless expressly authorized by the terms and conditions of the Federal award. In accordance with 2 CFR 200 sub recipients may not earn or keep any profit resulting from Federal financial assistance, unless expressly authorized.

Ross will identify requests for profit as a separate line item on requests for funds and financial reports.

Profit charged must be fair and reasonable and in accordance with the approved budgets.

INDIRECT

Indirect costs must be identified as separate line items on request for funds and financial reports and must be in accordance with the approved Indirect Cost Plan. Ross has submitted an Indirect Cost Plan using the Modified Total Allocation Base (MTDC) in accordance with 2 CFR §200.68. Indirect Cost will be calculated as set in the response to the RFP, 10% of the direct salaries and wages, applicable fringe benefits, and operating costs (supplies, services, travel) expended, not to exceed the approved line-item contract budget. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs.

CLOSEOUT PHASE

The steps include:

i. Reconcile costs and payments;

ii. Reconcile performance goals with actual performance;

iii. Ensure participant and financial records are secured and retained; and

iv. Prepare closeout documents.
During closeout, Ross will transfer financial and participant records to LCOG to ensure the ability for future review and follow-up. The transfer and retention of such records must ensure that personally identifiable information (PII) and confidential information is reasonably safeguarded.

PROCUREMENT
Any procurement must be approved in advance in writing by LCOG. All applicable procurement laws, regulations, policy and guidance must be followed.

FEE FOR SERVICE
Ross must receive prior written authorization from LCOG before offering any fee-for services. Funds provided under this title shall not be used to establish or operate a stand-alone fee-for-service enterprise in a situation in which a private sector employment agency (as defined in section 701 of the Civil Rights Act of 1964 (42 U.S.C. 2000e)) is providing full access to similar or related services in such a manner as to fully meet the identified need. For purposes of this paragraph, such an enterprise does not include a one-stop delivery system described in section 1211. No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce investment activity under this title.

INCOME
Income may be retained by Ross only if such income is used to continue to carry out the program. Ross shall maintain records sufficient to determine the amount of any such income received and the purposes for which such income is expended. Income subject to these requirements shall include:
* receipts from goods or services (including conferences) provided as a result of WIOA funded activities;
* funds provided to a service provider under this title that are in excess of the costs associated with the services provided; and
* interest income earned on WIOA funds received.

MONITORING and AUDIT
Audit Requirements – Ross will be required to conduct an annual Audit in accordance with 2 CFR 200 Subpart F and the Audit Report must be provided to LCOG in a timely manner.

Ross is required to develop internal monitoring procedures to ensure finance and program operations, including data entry, are conducted in compliance with the WIOA and its Final Rules and Regulations and all related guidance and requirements. All monitoring reports must be shared in a timely manner with LCOG. Ross will submit a copy of a proposed monitoring schedule and monitoring tool to LCOG no later than the end of the first quarter (July 1 – September 30) of the period of performance.

Oversight and monitoring is an integral function of the State and LWB to ensure One Stop Operator, Adult, Dislocated Worker and Youth services are delivered in compliance with the requirements of WIOA, the activities per this Agreement, performance reporting requirements, and the terms and conditions. Monitoring includes an attestation by the monitoring entity that it has examined compliance with the requirements of WIOA, the Uniform Guidance at 2 CFR part 200 and 2 CFR part 2900, and the terms and condition of the contract/agreement. WIOA requires the LWB to conduct oversight. Monitoring may also be conducted by applicable state and federal agencies. Ross will cooperate with all local, regional, federal or state monitoring, audits, oversight or evaluations that may be scheduled.
Ross Quality Control Processes

Ross will implement a system of internal controls, data management and analysis by monitoring and evaluation of program operations. Ross will provide specific monitoring and data management procedures to capture all aspects of each program. Ross Project Director is responsible for overseeing SC Works and reporting functions. These responsibilities include quality assurance and program performance functions including reviewing all data forms for accuracy and completeness, running, and analyzing routine SC Works reports to assist in monitoring program performance, support services, and preparing and distributing internal program performance reports.

Ross Lowcountry service delivery policies, procedures, and performance will be subject to close monitoring by experienced Ross corporate administrators. To maintain effective contact with each Career Center, the Ross Regional Director monitors program activity and speaks with staff and customers regarding program outcomes and quality. The Ross Project Director is responsible for development and submittal of agency and Ross required reports and monitoring proper staff maintenance of client records and the Ross Regional Director conducts desk top reviews. The Ross Regional Director will review the reports for accuracy and performance and provide approval or corrections before submission. Each Ross site has established internal performance goals which exceed the minimum Lowcountry Workforce Board goals. The Ross Project Director reviews Ross internal goals during staff meetings to target areas of improvement. The use of consistent performance monitoring and reporting enables all centers to stay on track with goals.

Ross management reviews program-operating data at least monthly, more often during program implementation activities or if operating data indicates corrective action/program modification is warranted. Ross Senior management reviews program status, performance, and operating data with Ross project directors and appropriate staff, to review potential program corrective actions or improvement options. These operational policies include a review of program activity including enrollments, terminations, and specific outcomes for each customer. Weekly required reports trigger action if we are not meeting performance or internal goals. A corrective action plan is required by senior management, who follow up the on the progress and success of each goal.

Ross Project Director will lead the program activities and provide the driving factors that lead delivery of services through compliance and programmatic monitoring. Ross recordkeeping serves a function of maintaining all customer files as well as a means of performance management. Ross corporate management team will ensure this project is operated efficiently and effectively in compliance with Local, State and Federal laws, regulations, and policies. This may include weekly performance monitoring reports, caseload monitoring procedures, data entry reviews, and random case file audits to make certain that case management standards are being followed. This also includes weekly and monthly reporting to the Project Director and key Ross corporate administrative staff and fiscal controls to ensure that funds are being expended in accordance with WIOA policy.

Ross will continuously monitor program quality throughout all areas of the contract with formal evaluations occurring on a regular basis. The reports and information generated from this monitoring activity will be reviewed regularly ensuring a prompt response to any issues to maintain a high level of quality control. Ross will use a combination of electronic and manual monitoring functions/tools to compile, track and analyze program contractual requirements, performance levels and customer Service levels. This ensures that when issues arise that require immediate attention, the Ross team will communicate in real time with field staff and all departments delivering services so responses and adjustments are made quickly and efficiently within the parameters of the program and procedures. The responsibility of the Ross Team, when a deficiency, error or
exception is identified, is to provide the support in adjusting operational procedures for change management
d and issue resolutions; for the dissemination of the Standard Operating Procedures, ensuring comprehensive
staff and subcontractor training takes place, and coordinating all aspects of the Quality Assurance plan.

The following steps will be followed when a deficiency or error is identified:
1. Reports and information generated from monitoring will be jointly reviewed by Program
   Management daily, weekly, or monthly as appropriate.
2. If a deficiency, error, or exception is identified, the Supervisor will determine whether the
   matter falls in one or more of the following categories:
   a. Contractual Requirements and/or Performance Level
   b. Participant Service Delivery scope
   c. Contractual Breach of Confidentiality and Privacy
3. Depending on the level of deficiency or error, the remediation actions will include individual or team
   performance action plans, updated training, modification of SOPs, and, whenever appropriate,
   communication with LCOG.
4. Records of all identified deficiencies, errors and exceptions will be kept with information
   including the corrective action taken in the Program Quality Management Log system.

Ross will complete monthly projection of expenditures. These reports are reviewed by the Project Director
and corporate staff. If there is variance between actual and projected expenditures, Ross will analyze the
budgets to determine if budget modifications need to be implemented or the Project Director needs to
implement corrective actions. The Project Director will communicate necessary information to staff regarding
direct customer spending items.

Ross Performance levels will be reviewed monthly to determine if they are in line with expenditures. An action
plan will be implemented if spending levels are not on target to meet expected performance; spending
corrective actions will be made until performance correlates with expenditure levels.

Ross staff will be responsible for tracking, managing, and reporting obligations. Ross will use a training/work
experience tracker for each customer in a training or work experience activity. Ross will assist the customer
with accessing the list of eligible training providers and will disseminate all current policies and procedures to
partners, customers, and providers regarding training services.

Ross will review budgets and expenditures monthly by the Ross finance team, management team and Project
Director. A plan is developed to remain in line with operational and participant spending to reach budget goals.

Ross staff will support and participate in the Lowcountry Integrated Business Services Team (IBST) to drive
economic growth and job placement. In collaboration with IBST and in accordance with the Lowcountry
Workforce Board’s Local Plan, the South Coast Regional Plan and the Combined Center Operations and
Business Engagement Plans (COBE Plans), Ross will regularly analyze labor market data for the region, as well
as work with employers to determine employment trends and guide our customers towards training and up-
skilling to grow the education and skills levels to fill employer gaps. Customers participating in Career Services
job search activities will receive individual-specific job development in coordination with IBST and Ross staff.
Ross will effectively market participant resumes in coordination with the IBST Lead to ensure compliance and
non-duplication of services to local business and facilitate the entire hiring process between customers and
local employers, taking into account the customer’s academic and occupational skill level, prior work
experience, and IEP. Ross staff members will present resumes to appropriate targeted local employers,
schedule interviews for customers and follow-up with employers to determine the interview results and give
the customer a positive reference if needed. This process continues until employment starts for each
customer. The Ross team provides follow-up and supports to ensure lasting success.

Under the direction of the Lowcountry Integrated Business Services Team Lead, Ross will focus on solutions
that meet the current and future needs of a demand-driven workforce system, such as:
• Assisting businesses in planning workforce solutions that meet and anticipate economic development
  needs along identified targeted industry sectors.
• Coordinating efforts with LCOG and regional economic development entities to ensure development of
effective and relative strategies to address workforce challenges and create workforce solutions that will
  have positive impact overall economic viability of businesses in our local communities.
• Developing data banks of talent pools of qualified job candidates based on specified industry skills to
  support businesses in recruiting and selecting qualified candidates to fill current available job
  opportunities.
• Partnering with employers and training vendors to provide workers with needed skills to meet job
  requirements work based training programs.
• Providing strategies that enable businesses to remain competitive and keep pace with ongoing challenges
  presented in a robust economy.
• Developing outreach initiatives that build cooperation and leveraging of resources.
• Engaging businesses in meaningful ways to develop a system that allows communication and cooperation.
• SCWOS data entry to accurately and timely track and report applicable Employer Services provided by
  Ross.

AMENDMENTS
If it becomes necessary to revise any part of this Agreement, all amendments will be provided in writing to the
Parties. Verbal comments or discussion relative to this Agreement do not modify any written provision. Any
alteration must be in the form of a written amendment to all Parties.

Funding under this Agreement may be decreased by an amount equal to costs disallowed as a result of any
financial and compliance audit, monitoring, or otherwise.

SUBCONTRACTS/SUBTIER AGREEMENTS/SUBAWARDS
No part of this agreement may be subcontracted without prior written approval of LCOG and the LWB. If Ross
plans to subcontract any activities or funds pursuant to this award, Ross shall identify the subcontracting
organization and the contractual arrangements made therewith. A copy of the proposed subcontract
agreement, including the corporate or company name, DUNS number, and the names of the officers of any
subcontractors Ross plans to engage, and Budget Forms must be submitted to the Workforce Development
Director. If a subcontract/subtier is approved by LCOG and the LWB, Ross is required to monitor sub-tier
collaborators and contractors in order to ensure that performance conforms to the project’s scope of work and
budget. All monitoring must be documented by written reports and provided to both the LWB and LCOG.
Ross expressly understand that if any contracting of any of the services and/or activities is approved by
LCOG and the LWB, that in entering such subcontracts, the LWB and LCOG are in no way liable to any
subcontractor. Ross will be required to assume sole responsibility for the complete effort as required by this
Agreement. Ross will be the sole point of contact with regard to contractual matters.
PROHIBITION ON LOBBYING, CERTIFICATION, SUSPENSION AND DEBARMENT

Ross will comply with the requirements at 29 CFR Part 93 and 29 CFR Part 98. No funds provided under this Act shall be used for

- publicity or propaganda purposes; or
- the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before Congress or any State or local legislature or legislative body; or any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.

NONDISCRIMINATION AND EQUAL OPPORTUNITY

Ross will comply with all Nondiscrimination and EEO requirements under the Workforce Innovation and Opportunity Act (WIOA) and at 29 CFR Part 38. 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. It is also unlawful to 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.

Ross will comply with all Federal and State requirements concerning fair employment and must comply with nondiscrimination and equal employment opportunity provisions of WIOA with respect to the operation of WIOA programs and activities.

DRUG FREE WORKPLACE

Ross will comply with the Drug Free Workplace requirements at 29 CFR Part 94.

NON-DUPLICATION

Funds provided under this title shall only be used for activities that are in addition to activities that would otherwise be available in the local area in the absence of such funds (non-duplication).

OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for LCOG or with WIOA funds shall belong exclusively to the LCOG. The LCOG reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, any work developed under this solicitation and any subsequent contract.

PROTEST

A. Right to protest: Any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Lowcountry Council of Governments (LCOG) Chief Administrative Officer. The protest shall be submitted in writing within fourteen (14) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto.
B. Authority to resolve protests: The LCOG Chief Administrative Officer shall have authority, prior to commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

C. Decision: If the protest is not resolved by mutual agreement, the LCOG Chief Administrative Officer shall issue a decision in writing within fourteen calendar (14) days following final attempt to resolve the protest per B (above).

D. Notice of decision: A copy of the decision under paragraph (C) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

E. Finality of decision: A decision under paragraph (C) of this section shall be final and conclusive.

Appeal of Chief Administrative Officer’s decision: Any person receiving an adverse decision may appeal to the Executive Committee of the LCOG Board and then to the full LCOG Board before appealing to the courts of the State of South Carolina.

DOCUMENTS REQUIRED
Proof of insurance coverage, including liability insurance, errors and omissions, worker’s compensation, bonding and invoices showing coverage for current year. Lowcountry Council of Governments should be a named insured where applicable. Ross must ensure compliance with all applicable state and federal labor standards, employment laws and regulations and industry standards. Ross will be required to provide the applicable information annually or if any changes occur during the contract period.

OUTREACH, COMMUNICATION, MARKETING

Appropriate Social Media may be used to promote the Lowcountry One Stop system and Adult, Dislocated Worker and Youth services, with the prior written approval and in coordination with the Operator and the Workforce Development Director.

Ross will coordinate in advance with the Workforce Development Director on all outreach materials, communication, or presentations, speaking engagements, meeting attendance, etc. to avoid duplication of efforts, to ensure compliance, and to present a unified message.

All communications and materials must contain the following:

An Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. TTY 711

Priority of service is given to veterans and spouses of certain veterans.

Stevens Amendment
This [project/publication/program/website, etc.] [is/was] supported by the [federal subagency] of the [federal agency] as part of an award totaling $XX [insert total Notice of Award (NOA) amount here] with $XX (XX%) financed from state, local, and/or nongovernmental sources.

All outreach materials, communication, or presentations must be approved in advance and in writing by LCOG Workforce Development Director prior to purchase or distribution (whichever is earlier) to comply with State initiatives and Federal requirements for content. All marketing/outreach is solely for the purpose of
promoting SC Works Centers and program services. While marketing centers and services, the Local
Workforce Development Area (LWDA) must ensure that efforts are in compliance with federal and state
requirements. One concern is to avoid marketing an entity and not the program. Please note that 2CFR
200.421(e)(4) identifies “Costs of advertising and public relations designed solely to promote the non-Federal
entity” as unallowable advertising and public relations costs. Funds must not be used to market providers or
boards, but should only be used to promote the centers and services. In promoting the centers and services,
the official state SC Works Logo Standards must be adhered to for unified branding. The Logo is available on
request to LCOG. 20 CFR § 678.900(c) states, “As of July 1, 2017, each one-stop delivery system must include
the ‘American Job Center’ identifier or ‘a proud partner of the American Job Center network’ on all products,
programs, activities, services, electronic resources, facilities, and related property and new materials used in
the one-stop delivery system.”

Ross must adhere to 2 CFR 200.241 when purchasing items for outreach purposes. 2 CFR 200.421 states that
“Program outreach and other specific purposes necessary to meet the requirements of the Federal award” are
allowable costs, the items must be reasonable in price and Ross must be able to document the need for such
items to conduct outreach. Materials must also connect the recipient back to SC Works. Please remember
that all items purchased must have an identifiable direct benefit to the workforce program they are promoting.

All activities conducted by Ross and funded by the Lowcountry Workforce Board will be consistent with the
federal, state, and local initiatives. All marketing and other internal and external communication including, but
not limited to presentations, materials, documents and forms used in recruiting, worksite development and
orientation to students, parents, businesses, as well as specialty items must use the SC Works Brand logo, as
well as any required state or federal workforce co-branding. Ross will provide business cards to their staff
which will conform to these requirements.

Any documents or items created by Ross must be approved by the LCOG Workforce Director prior to use or
purchase (whichever is earlier).

Section 121(e)(4) of WIOA requires each one-stop delivery system to use a common identifier on all products,
programs, activities, services, electronic resources, facilities, and related property and new materials. States
and local areas are also permitted to use any State- or locally-developed identifier. The Departments
established the “American Job Center” network, a unifying name and brand, that identifies online and in-
person workforce development services as part of a single network of publicly-funded services (20 CFR
678.900, 34 CFR 361.900, and 34 CFR 463.900). The one-stop delivery system must use either that common
identifier as its name or use the tag line phrase “a proud partner of the American Job Center network.” Either
the plain text or one of the logos may be used. If a logo is used, it must be used in accordance with the
guidelines contained in the Graphics Style Guide for Partners, and with the terms of use for the logos, available
at https://www.dol.gov/aic and https://ion.workforcegps.org/resources/2016/09/30/12/11/AJC Common-
Identifier-and-Branding so that states and local areas can proactively identify one- stop centers as “American
Job Centers” in outreach materials, Web sites, and other communications. DOL announced the American Job
Center brand first in Training and Employment Guidance Letter No. 36-11, available at:
678.900(b), 34 CFR 361.900(b), and 34 CFR 463.900(b) requires: “As of November 17, 2016, each one-stop
delivery system must include the “American Job Center” identifier or “a proud partner of the American Job
Center network” on all primary electronic resources used by the one-stop delivery system, and on any newly
printed, purchased, or created materials. The Joint WIOA Final Rule at 20 CFR 678.900(c), 34 CFR 361.900(c),
and 34 CFR 463.900(c) further requires: “as of July 1, 2017, each one-stop delivery system must include the
"American Job Center" identifier or "a proud partner of the American Job Center network" on all products, programs, activities, services, electronic resources, facilities, and related property and new materials used in the one-stop delivery system."

Stevens Amendment

All SC Works and LWDA materials that communicate information regarding programs funded in whole or part with federal funds including award announcements, requests for proposals, bid invitations, presentations, website content, social media content, press releases, and marketing materials must include language in compliance with the Stevens Amendment. Compliance is required for activities that directly support and further the goals of the federal award or grant. It is not required for activities covered through indirect costs. For materials funded by multi-year federal grants or awards, only the funding for the current program year must be disclosed.

The general structure should take this form:
This [project/publication/program/website, etc.] [is/was] supported by the [federal subagency] of the [federal agency] as part of an award totaling $XX [insert total Notice of Award (NOA) amount here] with $XX (XX%) financed from state, local, and/or nongovernmental sources.

Adherence is required to the service design and service delivery of activities (job seeker and employer) and one stop operation as stated in the most current applicable process, policy and guidance, approved Lowcountry Plan, Southcoast Regional Plan and Combined Center Operations and Business Engagement Plans (COBE Plans) which are incorporated herein by reference. Any applicable Modification of these documents will automatically modify the terms of this contract.

Local and Regional Plans are located: lowcountrycog.org>Workforce>Document Center>Plans
Local Policies are located: lowcountrycog.org>Workforce>Document Center>The Workforce Innovation and Opportunity Act>WIOA Policy and Technical Guidance
State Policy: https://SCworks.org/workforce-system/policies-and-guidance
Federal: https://www.dol.gov/agencies/eta/wioa
ONE STOP OPERATOR

Ross will ensure a compliant, high quality, One Stop Delivery System is implemented across the Lowcountry as required under WIOA and the WIOA Final Regulations at §678.

Ross will ensure alignment of a wide range of publicly- or privately funded education, employment, and training programs, while also providing high quality customer service to all job seekers, workers, and businesses.

Ross acknowledges LCOG may require improvements based on the one-stop certification process, particularly in regards to the role of the operator and other service delivery performance and performance metrics that may shift or change as one-stop partners and the Local WDBs update their Memoranda of Understanding (MCUs). Across the system, continuous improvement is required through evaluation, accountability, identification of best practices, and data driven decision making.

Ross agrees to align investments in response to regional job growth; to achieve performance for all job seekers, workers, and businesses; to provide all job seekers and workers with the high-quality career, training, and supportive services they need to obtain and maintain good jobs; to help businesses find skilled workers and access other human resource assistance, including education and training, to meet the current workforce needs of businesses.

As the Operator, Ross will ensure that through the American Job Centers, the partner programs and their direct service providers deliver services as required by WIOA Act, Regulations, Policies and the Lowcountry MOU so that businesses and job seekers (shared client base across the multiple programs) have access to information and services that lead to positive educational and employment outcomes.

The American Job Center network includes six core programs: title I Adult, Dislocated Worker, and Youth programs; the title II Adult Education and Family Literacy Act (AEFLA) program; the Wagner-Peyser Act Employment Service (ES) program, authorized under the Wagner-Peyser Act, as amended by title III of WIOA; and the Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973, as amended by title IV of WIOA. The American Job Center network also includes other required and additional partners identified in WIOA.

Ross will ensure under WIOA, American Job Centers and partner staff will:

• Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;

• Provide access and opportunities to job seekers, including individuals with barriers to employment, as defined in section 3(24) of WIOA, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;

• Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.

• Participate in rigorous evaluations that support continuous improvement of American Job Centers by identifying which strategies work better for different populations; and

• Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.
Ross acknowledges the management of the American Job Center network is the shared responsibility of States, local workforce development boards (WDBs), elected officials, the six WIOA core program partners, required one-stop partners and other additional one-stop partners, American Job Center operators, and service providers.

Ross as the one-stop operator carries out the activities described below:

- Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the American Job Center.
- Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
- Organizes and integrates American Job Center services by function (rather than by program), when permitted by a program's authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having American Job Center staff that perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams). Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.

Ross will also ensure that:

- Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.
- Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- Center staff are routinely trained so they are keenly aware as to how their particular work function and data entry supports and contributes to the overall vision of the Local WDB, as well as within the American Job Center network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

Ross, as the One Stop Operator must coordinate the One Stop Delivery System of required one-stop partners and service providers within a multi-center area for the entire Lowcountry area. Ross is also the provider of all Title I WIOA Adult, Dislocated Worker and Youth Services within the Lowcountry One Stop Delivery System, therefore sufficient firewalls must be implemented to ensure there is no real or perceived conflict of interest.

One Stop Services

The One-Stop Management Team shares a vision of leadership. Each partner is relied upon to offer leadership individually to impact the One-Stop Management Team as a whole and deliver services in a concerted effort for the system.

As a One-Stop Operator, our organization focuses on sharing of resources, eliminating duplication and coordinating common tools to be utilized when appropriate: common orientations to the Career system, sharing of customers for participation in workshops, common Triage for both Employers and Job Seekers, and administering customer satisfaction surveys.
The One-Stop Coordinator will ensure that compliance is provided with every aspect of services, including basic career services, individualized career services, training services, follow-up, employer services and SNAP/TANF coordination.

Ross will implement a model for the One-Stop Operator to ensure the Operator is actively managing all aspects of the One-Stop System to ensure that the facilities and equipment are in good operational repair, that the center resident Partner Agencies and those not on-site are kept informed; that all centers offer consistent services and that any conflicts are resolved before they become issues. This is essential to best serve our jobseeker and business customers.

The Ross One-Stop Coordinator will be the administrative lead with member Partner Agencies to ensure that all customers have an equal opportunity for receiving needed services from one or more Partner Agencies. The equality of service delivery will be accomplished in all One-Stop System locations.

The list of One Stop Operator duties does not contain any of the following responsibilities which would suggest there is a conflict of interest:

- Convening of system stakeholders to assist in the development of the local plan;
- Preparing and submitting local plans (as required under sec. 107 of WIOA);
- Responsibility for oversight of itself;
- Managing or significantly participating in the competitive selection process for one-stop operators;
- Selecting or terminating one-stop operators, career services, and youth providers;
- Negotiating local performance accountability measures;
- Or developing and submitting budgets for activities of the Local WD8 in the local area.

The LWB, LCOG, and its staff has retained responsibility for the aforementioned items and, through the board carrying out its responsibilities, including SC Works System oversight, ensures that the operator fairly and transparently collaborates with all partners.

Ross, as the One-stop operator must:

- Disclose any potential conflicts of interest arising from the relationships of the one-stop operators with particular training service providers or other service providers, including but not limited to, career services providers;
- In coordinating services and serving as a one-stop operator, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and
- Comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.
- Establish sufficient firewalls and conflict of interest policies and procedures.

SC Works Center Operations

Ross will serve as the Operator of the Lowcountry SC Works System. Ross will provide qualified, full-time, on-site, day-to-day Operator staff for the System. The Operator will conduct functional supervision for all Centers and all staff, ensure that customer and staff complaints are addressed in a timely manner, coordinate service providers within the centers and across the one-stop system, coordinate service delivery in a multi-center area, which includes affiliated sites. The Workforce Board’s primary responsibilities are strategic, while the Operator’s responsibilities are primarily operational management.
Provision of SC Works Center Operations


Ross will be responsible for achievement of all SCWORKS Certification Standards, Continuous Improvement of baseline standards, attaining certification of and maintaining certification of all centers. This includes the maintenance of adequate, current, documentation that verifies each component of the Certification requirements.

Ross must maintain at least One (1) Certified Comprehensive One Stop Center in the Lowcountry at all times. Affiliate and Access Point locations must also be certified in accordance with the State Workforce Board’s Criteria and the Lowcountry Workforce Board’s Process.

Not attaining or maintaining certification may be cause for immediate termination of any contract.

Ross acknowledges the Certification Standards are subject to change and agrees to adhere to the most current Certification Standards as issued by the State and any local amendments.

Ross acknowledges the State WDB has established objective criteria and procedures for the Local WDBs to use in evaluating the effectiveness, physical and programmatic accessibility, and continuous improvement of American Job Centers and will abide by State Instruction number 21-06 and any updates or replacement of the current policy. Local WDBs must follow procedures and criteria established by the State WDB and certify its American Job Centers and its American Job Center network at least once every three years (20 CFR 678.800, 34 CFR 361.800, and 34 CFR 463.800); this includes comprehensive, as well as affiliate American Job Centers.

Ross acknowledges LCOG may establish additional criteria relating to service coordination achieved by the one stop delivery system and will abide by local policy # 17-06 and any updates or replacement of the current policy regarding the certification process.

Physical and Programmatic Accessibility.

Ross will ensure equal opportunity for individuals with disabilities to participate in or benefit from American Job Center services.

Physical accessibility refers to the extent to which facilities are designed, constructed, or altered so they are accessible and usable by individuals with disabilities. Ross will be required to conduct annual and on-going evaluations of programmatic and physical accessibility that takes into account both external accessibility and internal accessibility. For example, evaluations of external accessibility could include a review of the availability of transportation to the American Job Center and access into the site location via ramps consistent with the Americans with Disabilities Act’s (ADA) standards. On the other hand, an evaluation of internal accessibility could include a review of the center’s access to bathrooms, adjustable workstations, and appropriate signage, including signage to meet multilingual needs common to the specific region of the State. Programmatic accessibility refers to the extent to which the full range of services is available to all one-stop customers regardless of disability or cultural background. The implementing regulations of section 188 of WIOA require that American Job Centers provide programmatic accessibility. As such, Ross will ensure American Job Centers provide reasonable accommodations for individuals with disabilities, administer
programs in the most integrated setting appropriate, communicate with persons with disabilities as effectively as with others, and provide appropriate auxiliary aids or services (29 CFR 38.7-38.9).

Ross must provide effective delivery systems and physical locations that take actions to comply with disability-related regulations implementing WIOA section 188. In addition to ensuring compliance with WIOA and the ADA, accessible American Job Centers must maximize usage by, and benefit, all customers. The use of universal design and human-centered design often benefit all customers accessing services. For example, closed captioning provides a critical link to information for individuals who are deaf or hard-of-hearing, but can also be a link for those without deafness sitting in the same noisy lobby to get updates. For additional exemplary customer service and service design principles and resources on accessibility, see DOL’s Training and Employment Notice (TEN) No. 01-15, Promising Practices in Achieving Universal Access and Equal Opportunity: A Section 188 Disability Reference Guide and ETA’s Disability and Employment Community of Practice. Also see the evaluation of American Job Center accessibility (20 CFR 678.800, 34 CFR 361.800, and 34 CFR 463.800).

Ross will ensure:
- Center management is flexible and can respond to changes or needs in the labor market quickly and deliver high quality customer service;
- All agencies involved in SC Works Operation work together towards common goals and objectives;
- There are consistent expectations for physical infrastructure and facilities throughout the state;
- The system is highly mobile and quickly responsive to the needs of customers.

Ross is the One Stop Operator and is the single responsible and accountable Lowcountry SC Works System Manager and shall:
- Be responsible for own work, functional supervision (within the confines of each program and agency requirements and goals) of One Stop System staff and partners, oversight and coordination of activities and the service delivery of the staff and partners within the One-Stop System.
- Create and maintain a high performance work environment through the development and promotion of functional and cross-functional teams that encourages and delivers innovation solutions, including incorporation of new technologies, to meet the needs of staff, partners, job seekers and employers.
- Serve as a liaison to partners, prospective employers, training programs, and the customers.
- Provide implementation, management, operation, and continuance improvement of the One-Stop Centers and overall System in the Lowcountry Workforce Development area as governed by the Workforce Innovation and Opportunity Act (WIOA) and accompanying regulations and guidance. This position is responsible for ensuring that the service delivery system at the comprehensive One-Stop Center and all the affiliate sites deliver exceptional service, trusted results, and fully integrates the services, protocols, and quality standards that conform to the federal law, regulations and federal, state and local guidance and plans.
- Manage the daily operations of the One-Stop System to include hours of operation, coordinate and schedule facilities usage such as, but not limited to classrooms, work areas, resource center, and assessment and conference rooms. Including, but not limited to layout, maintenance, supplies, and emergency procedures. In state owned buildings, communicate with appropriate management regarding facilities.
- Develop and implement continuous improvement that is agile and responsive to immediate operational needs while ensuring that short-term actions support long-term objectives.
• Communicate, provide training, and enforce Federal, State, Local, and SC Works Center laws, regulations, process and policies that define operations; such as hours of operation, data confidentiality, service delivery, data entry, proper equipment use, health and safety, office closings, and emergencies.
• Develop and implement new staff and partner orientation procedures to acclimate new partner employees to site procedures and policies;
• Develop and implement operational procedures that reflect an integrated system of Performance, Communication, and Case management;
• Perform professional and technical work monitoring performance to ensure contract compliance, quality of services provided, data quality, and positive outcomes.
• Work with LCOG to ensure the One-Stop system is fully aligned with WIOA State and local plans.
• Collaborate with the local Workforce Development Board (WDB) on oversight of the One-Stop center and enforce the State’s and WDB’s policies.
• Establish and communicate specific and measurable performance standards in conjunction with the LWB and input from partner staff regarding their own performance standards. Use performance information to measure the effectiveness of the SC Works delivery system, and that result in continuous improvement.
• Assure accountability for overall goals and objectives of the SC Works Centers.
• Develop and Implement a current Operational Plan and ensure all staff and partners are aware of, trained and adhere to the Operational Plan.

- The Operational Plan must be continuously evaluated and updated as needed, at a minimum an Annual update is required.
• Serve as the point of contact for center information and data.
• Ensure the design and implementation of customer services within the One-Stop System.
• Coordinate the timely and efficient handling of incoming telephone calls by staff, arrange and coordinate the staffing of a resource area for use by the public.
• Coordinate the delivery of workshops conducted by partner staff that will enable One-Stop System customers to become job ready and as applicable, training ready.
• Develop cross-referral protocols in partnership with One-Stop partners and community service providers and coordinate a triage system for One-Stop customers that efficiently best directs them to the most appropriate services offered by all partners.
• Foster partnerships within the One-Stop System to function as a multi-agency team and promote and participate in collective accountability that recognizes both system outcomes and individual partner’s program outcomes.
• Outreach to bring in additional resources to the One-Stop System.
• Ensure compliance with branding protocols, disclosure/notification requirements (ADA/EOO/TTY, Veteran's Priority, Stevens Amendment, etc.) and compliance with Americans with Disabilities Act (ADA) accessibility standards.
• Ensure the One Stop System presents a professional, well-maintained environment.
• Collaborate with the appropriate entities, including local board staff and Business Workforce Center staff to provide business access to information on a variety of workforce topics in order to create a more business demand driven system.
• Provide access to businesses for in person opportunities to meet with jobseekers and access to screened jobseekers based on the employer’s skill requirements through the Jobs.scworks.org system (SCWOS).
• Collaborate with Integrated Business Services Team (IBST) and outreach to businesses to educate them about the services available throughout the One-Stop System.

- In compliance with State issued requirements; and instruction and under the direction of the IBST Lead, the Operator will accurately and timely report all Employer Services provided in SCWOS.
- Develop and implement training materials for partners, systems and programs and lead professional development initiatives. Facilitate training sessions among One-Stop partners where each partner’s programs and detailed procedures will be made known to all of the other partners to ensure appropriate and timely Referral and effective and efficient delivery of quality services to all customers.

- Develop and maintain a system to evaluate customer satisfaction (jobseekers and businesses). Collect feedback from organizations whose clients are served by the One-Stop System. Increase customer satisfaction by developing and implementing flows and processes that are driven by the feedback collected.

- Establish and maintain an effective procedure to track and address customer complaints in a timely and efficient manner;

- Facilitate problem-solving and continuous improvement activities for the One-Stop Center. Design, develop and implement quality improvement procedures. Recommend improvements.

- The One Stop System Operator must read, analyze, interpret and apply report data, information from quality/respected general business periodicals, professional journals, technical procedures, guidance, laws and regulations.

- The One Stop System Operator must write reports, business correspondence and procedure manuals and effectively present information and respond to questions from groups of managers, staff/partners, clients, customers, and the general public.

- The One Stop System Operator must possess the ability to understand and display proficiency in software such as Microsoft Word, Excel and PowerPoint. Ability to use Microsoft Outlook for email and scheduling. Ability to master the state’s SCWORKS.ORG data reporting systems is required.

- Participate in presentations, meetings, work groups, webinars, conference calls, etc. for staff development, sharing of ideas and promotion of the One Stop system.

- Ensure quality service delivery to customers with special needs and involve partners such as Vocational Rehabilitation to help staff and partners know how to recognize if a customer has special needs;

- Maintain knowledge of partner program policies and procedures that affect service delivery in order to ensure programmatic and statutory compliance and successful outcomes.

- Assess the service delivery needs of the Lowcountry SC Works System to determine the number and type of staff required to accomplish those needs and coordinate with the Lowcountry System to address the identified staffing needs.

- Assess and ensure the adequate supply of equipment, tools, materials, supplies, and assistive technologies.

- Ensure all staff and partners are knowledgeable and well trained on the use of the equipment, tools, materials, supplies, SCWOS and assistive technologies in the centers.

- Ensure all basic and individual career services, training services, and information outlined in WIOA § 134(c) and TEGL 4-15 are available and accessible to each job seeker.

- Ensure the Lowcountry SC Works centers maintain and publish a single, unified monthly schedule of events and workshops.

- Use technology to achieve integration and expanded service offerings.

- Organize and integrate Lowcountry SC Works Center services by function (rather than by program), when permitted by a program’s authorizing statute and, as appropriate, through:
  - Coordinating staff communication
  - Capacity building
  - Training efforts
• Ensure a well-integrated Lowcountry SC Works (American Job Center) by ensuring that Center staff are:
  - Trained,
  - Equipped,
  - Operating in a continuous learning environment with the skills and knowledge needed to provide superior service.

• Ensure center staff are cross-trained, as appropriate to increase staff capacity, expertise, and efficiency.

• Ensure center staff are routinely trained so they are keenly aware of how their particular work function supports and contributes to the overall vision of the LWB, as well as within the SC Works network.

• Ensure integrated and expert intake process for all customers entering Lowcountry SC Works Centers.

• Ensure integrated and aligned business services strategy among partners.

• Ensure relevance to labor market conditions.

• Expand community and industry outreach.

• All Lowcountry Area operational policies will be observed and enforced including hours of operations, data confidentiality, use of Personal Identity Information, proper equipment uses, health and safety, emergencies, and service delivery, etc.

• Plans, Policies and Procedures for each Center will be revised/developed, distributed to all One Stop Partners and staff members and will be enforced by the One-Stop Coordinator.

• The Operator will ensure compliance with the MOU and will provide timely, prompt and accurate data and documentation to LCOG for the IFA as needed; for example, but not limited to, when staffing changes occur. This includes documentation of each Partner Agency’s responsibility for service to the shared customer; for the achievement of system performance measure goals; and sharing the cost of the One-Stop System facilities and services.

• The Ross One-Stop Coordinator oversees and manages all day-to-day operations of the Centers.

• All common areas in the Center are equipped and properly staffed with One-Stop Operations staff and Partner Agency staff.

• All shared equipment (copiers, printers, necessary maintenance, etc.) and supplies (ink and toner) in the Center will be properly maintained to prevent the interruption of the center’s workflow.

• All Centers and services will be and maintained as ADA and EO compliant.

• Ensure an integrated and unified approach to the workforce system is presented to the public through conformity to SC Works brand standards in signage, greetings, and public facing documents.

• The Operations Manual for each Center will be reviewed and updated as required. The One-Stop Coordinator will provide on-boarding of new staff and partners and on-going training as needed on the manual and additional cross-training opportunities.

• The staff development plan for each Center will be conducted on topics that will include technical training for use of SCWOS, information sharing, customer service, assistive technology, ADA, EO, and team building.

• Customers, both job seekers and employers, will be surveyed on a continuing basis and in compliance with state and/or local guidance regarding their overall experience and level of satisfaction for services received in each Center. This will provide the Ross One-Stop Coordinator, the One-Stop Management Team, Lowcountry staff and board members with data to assess customer satisfaction and to provide insight for opportunities for continuous improvement. A report of the findings will be considered at each meeting of the One-Stop Management Team as well as provided to the other entities.

• All customer complaints will be logged, considered, resolved with the outcomes recorded and reported to the Lowcountry partners, staff and LCOG monthly.
• An orientation will be developed for all new Partner Agency staff being housed in the Centers. This orientation will familiarize new staff with the policies, procedures, and protocols in place to ensure the efficient operation of the Center with a team culture.

• The Ross One-Stop Coordinator will monitor, evaluate, and complete report of levels of service provided to customers by Partner Agencies. The report will be provided to the Lowcountry partners, staff and LCOG monthly.

The Operator must convene regular One Stop partner meetings to ensure partners (both management and front line staff) are aware of their role so that they can provided One Stop services and referrals.

The purpose of the partner meetings (both front line and management) are to ensure everyone at all locations:

• Fully understand the system and goals,
• Are well informed on the One Stop system purpose, goals, operations, process, and responsibilities,
• Consistently delivers the highest quality service possible across all locations in the system.

A One-Stop Management Team comprised of local Directors/Executive Management of the Lowcountry MOU Partners will be organized and convened during the first 30-days of the contract. This will engage those Lowcountry MOU members who have decision making authority/manage staff and programs in the management decisions regarding customerservice for our shared customers and over operation of the Lowcountry Centers. The team will work with the Ross One-Stop Coordinator to update, maintain, and support the Center Operations Plans for each Center to ensure full understanding, non-duplication and create equality in quality of operations and overall delivery of excellent quality services to the shared customers.

It is expected that partner meetings (both front line and management for each location) will occur frequently. Partner meetings will occur as often as needed, but at minimum at least quarterly. All meetings must be widely announced in advance and scheduled at a time and place to ensure maximum participation. A record of all meetings shall be maintained by the Operator locally on site in a central location and a copy will be delivered to LCOG Workforce staff within thirty (30) days of the meeting. These records will include, but are not limited to (1) the advance meeting notices/invitation to attend, (2) Agendas, (3) sign-in sheets that includes a printed name, job title, and who the individual is representing as a Lowcountry MOU Partner or if they are a guest (4) minutes, and (5) any materials or reports handed out.

In addition to any new or old business, every Partner meeting must include

1. A review of Customer (job seeker and employer) feedback system, process, and outcomes. Including process or corrective actions to improve customer feedback, including response rates

2. A review of Referrals and Referral Outcomes
   Including process or corrective actions to improve Referrals and Referral Outcomes

3. A review of the one-stop common Intake process
   Including process or corrective actions to improve the Intake process

4. A review of the Greeter Reports and results including process or corrective actions to improve Greeter accuracy and customer experience (reduced wait times, number who leave office without service, etc.).

The Operator must convene SC Works Management to conduct formal, data-driven analysis of employer needs, at least annually, to include input and feedback from applicable partners. At a minimum, “applicable partners” must include WIOA core partners. All documents, minutes, and data from the meeting will be
maintained locally onsite by the Operator in a central local location for One Stop Certification and a copy will be delivered to LCOG Workforce staff within 30 days.

The Operator, in consultation with all partners, will develop and implement a Common Intake Process that incorporates the SCWOS Greeter and Referrals and in compliance with state and local policies, to include a written triage protocol/standard set of questions that could lead to service prescriptions or options. The Operator will ensure adequate partner training (initial and on-going). A copy of the Common Intake Process and evidence of all training will be delivered to LCOG Workforce Staff within 30 days of completion or revision.

All staff and partners must utilize SCWOS to the fullest extent possible, this includes Referrals and Greeter. The Operator is responsible for training new partner staff regarding their SCWOS responsibilities on the use of SCWOS Greeter and Referral, completing and submitting prompt and timely requests for SCWOS Partner Account Creation and Deactivation of SCWOS Partner Accounts. All partner staff should have SCWOS Accounts to facilitate implementation of the state policy on Referrals and Greeter for service listing, tracking and reporting.

The Operator is responsible for the set up and maintenance of the SCWOS Greeter system in compliance with State Instruction 21-04 Required Use of the SCWOS Greeter in SC Works Centers. The Operator will customize and maintain the Greeter set up in each office as needed so that Visitors can easily understand and efficiently use the Greeter system for office self-check in. The Operator is responsible for the on-going analysis and review reports to ensure accuracy and to identify staff training needs and to deliver the training necessary to staff on the correct use of the Greeter. The One Stop Operator is responsible for training, implementation, monitoring, analysis, outcomes, and reporting of the Greeter.

The Operator is responsible for the set up and maintenance of the SCWOS Referral system in compliance with State Instruction 20-14 Required Use of SCWOS for Referrals and the Lowcountry Memorandum of Understanding (MOU). The Operator is responsible for the on-going analysis and review reports to ensure accuracy and to identify staff training needs and to deliver the training necessary to staff on the correct use of the Referrals module. Staff and partners with SCWOS accounts must enter Referrals in SCWOS and these Referrals must be followed up on (tracked and outcome created) as described and required by the Lowcountry MOU. Referrals will utilize the SCWOS referral module in compliance with the Lowcountry MOU and SC Works Certification Standards and State Instructions. This includes, but is not limited to, where appropriate referrals for services are made through South Carolina’s case management system, SC Works Online Services (SCWOS), with definite contact information and confirmed appointment date and times. The One Stop Operator is responsible for training, implementation, monitoring, analysis, outcomes, and reporting of the Referrals (both SCWOS and paper referrals for partners who do not have a SCWOS account, as required by the One Stop Standards and this contract.

Ross is required to develop and keep an up-to-date comprehensive list of community resources/service providers in each location (or virtually). Ross will ensure all staff partners are aware of the resources available and know how to make appropriate referrals as applicable to each. The list will include all relevant contact information, locations, services, hours, cost, requirements, and any other information to ensure all required services are available and for efficient connection of those in need to the services/resources offered.

The One Stop Operator is responsible for the functional supervision of staff and partners in the Centers. This will include maintenance and review of schedules, staffing pattern, customer flow and staff development training to ensure adequate and knowledgeable coverage to meet customer demand. Greeter Reports should
be the foundation of the required review and evidence of justification of schedules, staffing patterns and overall management of all One Stop locations.

The One Stop Operator will facilitate integrating partnerships to seamlessly incorporate services for the common customers served by multiple program partners of the American Job Center.

The Operator is responsible for the operational management of the Resource Rooms and common public areas of the One Stop system. This will include supplies and communication of IT issues to the designated LCOG IT contact.

Ross as the Operator is responsible for ensure partner staff have access to SCWOS and training on SCWOS system, features, reports, and requirements, including confidentiality and safeguarding of personally identifiable information and accurate, timely data entry. The Operator is required to notify LCOG in writing with as much advance notice as possible when staffing changes to ensure prompt deactivation of SCWOS access.

Ross, as the Operator will ensure Resource Rooms and common public areas are adequately stocked at all times with supplies; this will require advance planning and coordination with LCOG. The Operator will prepare supply requests for the operation of the resource rooms and common public areas and submit the orders to LCOG. LCOG will review the order, if necessary, revise the order, place the order, arrange for delivery to the centers, and pay for the supplies for the operation of the resource rooms and common public areas. The Operator will receipt, distribute, track, and ensure adequate safeguarding and proper use of all Resource Room and common public area supplies.

Necessary supplies for Ross staff members (One Stop Operator and Adult, Dislocated Worker and Youth Service Delivery) will be ordered and paid for by Ross out of the funds designated on the attached budgets.

The Operator will communicate IT issues to the Workforce Development Director and/or his designated LCOG IT contact. The LWB maintains a website at http://www.lowcountryscworks.org. Ross, as the One Stop Operator, is responsible for the regular review of website for content, accuracy, and ease of use. Ross will communicate any updates, changes, corrections needed to the Workforce Development Director or his designee in a timely manner.

**Comprehensive American Job Centers**

The system must include at least one comprehensive physical center in each local area as described in The WIOA Final Regulations §678.305.

Currently the Lowcountry has designated the Beaufort SC Works Office located at 164 Castlerock Road Beaufort, SC 29906 as the area comprehensive center.

A comprehensive American Job Center, as described in 20 CFR 678.305, 34 CFR 361.305, and 34 CFR 463.305, is a physical location where job seekers and employer customers can access the programs, services, and activities of all required one-stop partners (section 121(b)(1)(B) of WIOA), along with any additional partners as determined by the Local WDB. The one-stop delivery system must include at least one comprehensive physical center in each local area. Comprehensive American Job Centers should reflect and exemplify the characteristics of a high-quality American Job Center as described in DOL's TEGt No. 4-15, and ED's RSA-TAC-15-01 and OCTAE Program Memorandum 15-3, entitled Vision for the One-Stop Delivery System under the Workforce Innovation and Opportunity Act. Comprehensive one-stop centers should reflect a welcoming environment to all customer groups who are served by the American Job Centers. All American Job Center staff
should be courteous and helpful to all job seekers, businesses, and others who interact with the American Job Centers, in person, by telephone, or online.

A comprehensive American Job Center must have:
1. At least one WIOA title I staff person physically present, and the Center must provide the career services listed in 20 CFR 678.430, 34 CFR 361.430, and 34 CFR 463.430;
2. Access to training services described in 20 CFR 680.200;
3. Access to any employment and training activities carried out under section 134(d) of WIOA;
4. Access to programs and activities carried out by one-stop partners listed in 20 CFR 678.400 through 678.410, 34 CFR 361.400 through 361.410, and 34 CFR 463.400 through 453.410, including the Wagner-Peyser Act ES program; and
5. Workforce and labor market information.

Ross is responsible for ensuring customers have access to the required services and partners as required by the WIOA Act, Regulations, and the Lowcountry MOU. Ross is responsible for the coordination of seamless, integrated, non-duplicative, customer-centered delivery of all the required services and in accordance with the Lowcountry MOU.

Customers must have access to these programs, services, and activities during regular business days at a comprehensive one-stop center (20 CFR 678.305(c), 34 CFR 361.305(c), and 34 CFR 463.305(c)). The Local WDB may establish other service hours at other times to accommodate schedules of individuals who work on regular business days or who, because of life circumstances, are not able to access the American Job Centers during regular business hours. Access to services outside of regular business hours (i.e., nights and weekends) is recommended when doing so is possible and best serves the needs of the American Job Center’s customers. Centers not open outside of the regular business hours should have a plan for how they will provide services to individuals who cannot visit a center during regular business hours.

It is important to note that “providing” career services in the comprehensive does not mean that each required partner must provide these services directly on-site at the comprehensive American Job Center. However, it does mean that some career services must be provided directly on-site. Career services may be provided through access to one-stop partner programs and activities, which, as described in 20 CFR 678.305(d), 34 CFR 361.305(d), and 34 CFR 463.305(d), may be delivered in one of three ways:

Option 1. Having a program staff member physically present at the American Job Center;
Option 2. Having a staff member from a different partner program physically present at the American Job Center and appropriately trained to provide information to customers about the programs, services, and activities available through all partner programs; or
Option 3. Making available a direct linkage through technology to a program staff member who can provide meaningful information or services.

The options above offer a wide range of possibilities to partners. Option 2 could require varying levels of assistance depending on the program’s needs, but this could be as simple as having an adequately trained Wagner-Peyser ES staff member providing basic program information to a one-stop customer regarding the Job Corps program. In this example, the partner staff member has been trained by someone from the Job Corps program on basic eligibility requirements as well as how to access and complete an enrollment application. Once the application is completed, the partner staff member will connect the customer to a Job Corps representative who can further assist the customer through the enrollment process. This option allows for the customer to receive high-quality service through the American Job Center, in a timely manner. In this example, it would be essential that the Wagner-Peyser Act ES staff person providing information about the Job
Corps program document his or her time and effort to ensure that the charges to the appropriate program, namely the Job Corps program, for salaries and wages are based on records, that accurately reflect the work performed consistent with Federal cost principles in the Uniform Guidance at 2 CFR 200.430.

Option 3, a direct linkage, can take many forms as well. As described in 20 CFR 678.305(d)(3), 34 CFR 361.305(d)(3), and 34 CFR 463.305(d)(3), a “direct linkage” means providing a direct connection at the American Job Center within a reasonable time, by phone or through a real-time Web-based communication, to a program staff member who can provide program information or services, including career services, to the customer. Solely providing a phone number, Web site, information, pamphlets, or materials does not constitute a “direct linkage”.

Under WIOA, Wagner-Peyser Act ES programs must be co-located in comprehensive and/or affiliate American Job Centers. If the Wagner-Peyser Act ES is part of an affiliate American Job Center, the affiliate American Job Center must include at least one or more other partners with a physical presence of combined staff more than 50 percent of the time the center is open. In other words, if the Wagner-Peyser Act ES is located in an affiliated site, there must be staff of at least one other partner in that affiliated site that is physically present more than 50 percent of the time the center is open.

Additionally, 20 CFR 678.315(b), 34 CFR 361.315(b), and 34 CFR 463.315(b) specify that the partner program administering local veterans’ employment representatives, disabled veterans’ outreach program specialists, or unemployment compensation programs would not count as the other partner for purposes of this requirement. Therefore, if Wagner-Peyser Act ES and any of these three programs are provided at an affiliated site, an additional partner or partners must have a presence of combined staff in the center of more than 50 percent of the time the center is open. These and other Wagner-Peyser Act ES requirements will be addressed further in upcoming DOL-administered program-specific guidance.

All comprehensive American Job Centers must be physically and programmatically accessible to individuals with disabilities, as described in section 188 of WIOA and its implementing regulations at 29 CFR part 38 (Final Rule published at 81 FR 87130 (Dec. 2, 2016)).

To ensure meaningful access to all customers, Ross should incorporate the principles of universal and human-centered design in the operator of the One Stop system. These principles include, for example, flexibility in space usage; the use of pictorial, written, verbal, and tactile modes to present information for customers with disabilities or English language learners; providing clear lines of sight to information for seated or standing users; providing necessary accommodations; and providing adequate space for the use of assistive devices or personal assistants.

Required one-stop partner programs must provide access to programs, services, and activities through electronic means if applicable and practicable. This is in addition to providing access to services through the mandatory comprehensive physical one stop center and any affiliated sites or specialized centers. The provision of programs and services by electronic methods such as Web sites, telephones, or other means must improve the efficiency, coordination, and quality of one-stop partner services. Electronic delivery must not replace access to such services at a comprehensive one-stop center or be a substitute to making services available at an affiliated site if the partner is participating in an affiliated site. Electronic delivery systems must be in compliance with the nondiscrimination and equal opportunity provisions of WIOA sec. 188 and its implementing regulations at 29 CFR part 38. The design of the local area’s onestop delivery system is described in the Memorandum of Understanding (MOU) executed with the one-stop partners, as described in §678.500.
The Lowcountry, in conjunction with the partners and one-stop operator(s), has established the method or means of providing access to partner programs and has documented such means or methods in their Memoranda of Understanding (MOUs). The Operator must ensure that the method or means of providing access to partner programs as described in the Lowcountry MOU is being followed, including the partners or services provided virtually meet the requirements for a true direct linkage as described at §678.305(d)(3).

**Affiliate American Job Centers**

The system may also have additional arrangements to supplement the comprehensive center. These arrangements include: (1) An affiliated site or a network of affiliated sites, where one or more partners make programs, services, and activities available, as described in §678.310; (2) A network of eligible one-stop partners, as described in §678.400 through §678.410, through which each partner provides one or more of the programs, services, and activities that are linked, physically or technologically, to an affiliated site or access point that assures customers are provided information on the availability of career services, as well as other program services and activities, regardless of where they initially enter the public workforce system in the local area; and (3) Specialized centers that address specific needs, including those of dislocated workers, youth, or key industry sectors, or clusters.

The Lowcountry has also chosen to operate other access points to services in addition to comprehensive American Job Centers. Such access points are called affiliate or specialized American Job Centers, and are created to supplement and enhance customer access to American Job Center services. These sites make one or more of the one-stop partners’ programs, services, and activities available to job seekers and employers. Affiliated sites, as described in 20 CFR 678.310, 34 CFR 361.310, and 34 CFR 463.310, allow for more flexibility in terms of the services one-stop partner programs provide. These sites do not need to provide access to every required one-stop partner program. Just as is required of comprehensive American Job Centers, affiliated sites must be physically and programmatically accessible to individuals with disabilities, as required by section 188 of WIOA and its implementing regulations at 29 CFR part 38. The frequency of program staff’s physical presence in an affiliated site will be determined through partner MOU negotiations at the local level, within the parameters of the Federal regulations at 20 CFR 678.310 through 678.320, 34 CFR 361.310 through 361.320, and 34 CFR 463.310 through 463.320.

**Additional Lowcountry site locations:**

- Colleton County Career Skills Center
  - Technical College of the Lowcountry
  - 1085 Thunderbolt Dr.
  - Hampton Campus Mungin Center
  - Walterboro, SC 29488
  - 54 Tech Circle
  - Varnville, SC 29944

The Lowcountry desires to have some level of presence in each county; therefore, Ross should investigate the feasibility of service delivery in Jasper County. The investigation should include site identification, staffing, partners, an implementation plan, and line item budget if needed, for service delivery in Jasper county. Any proposed changes to existing service delivery must also be reported to LCOG. Ross must deliver the report to LCOG for LWB approval. The LWB may request Ross to make a formal presentation regarding service delivery at any time.

**Partner Roles and Responsibilities in the American Job Center Network**

One-Stop Partners. Section 121(b) of WIOA identifies the required and additional one-stop partner programs. Generally, the entity that carries out the program serves as the one-stop partner. This may be the grant recipient, administrative entity, or organization responsible for administering the funds of the specified...
program in a local area. In some local areas, the partner program may be carried out by more than one grant recipient, contractor, or organization. If the Federal grant recipient has issued or awarded part of or its entire program funds to a sub-recipient or subcontractor in accordance with program requirements, the Federal grant recipient remains the entity responsible for fulfilling the roles and responsibilities of a one-stop partner program. It is the responsibility of the Federal grant recipient to ensure that the subrecipient, who is providing services in that local area on its behalf, participates in the one-stop delivery system. If a program does not have a local administrative entity, the responsible State agency is considered the one-stop partner. The joint regulations at 20 CFR 678.415, 34 CFR 361.415, and 34 CFR 463.415 provide more specific information on which entities are the one-stop partners for the VR and AEFLA programs (two of the six WIOA core programs), as well as for certain other required partner programs.

A program becomes a one-stop partner when it begins carrying out the program or activity in a local area. As explained in 20 CFR 678.415, 34 CFR 361.415, and 34 CFR 463.415, if a partner is not carrying out its program or activities in the local area, the requirements relating to a required one-stop partner are not applicable to that partner program. Carrying out a program or activity means that the partner is providing any of the services its grant, contract, or program requires. The Operator is responsible for monitoring the requirements that a one-stop partner must satisfy described in the local MOU, including the services to be provided, infrastructure and additional costs and contributions, the duration of the agreement, and other elements described in the MOU and additionally outlined in section 121(c) of WIOA and 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500.

Required and Additional One-Stop Partner Programs. The list below identifies the required one-stop partner programs. Attachment II of TEGL 16-16 provides a brief description of the one-stop partner programs, along with some options for aligning and integrating service delivery through the American Job Center network.

Required Department of Labor programs
- Adult (WIOA title I formula)
- Senior Community Service Employment Program (Title V of the Older Americans Act of 1965)
- Dislocated Worker (WIOA title I formula)
- Trade Adjustment Assistance activities (Trade Act of 1974, as amended)
- Youth (WIOA title I formula)
- Jobs for Veterans State Grants (Chapter 41 of title 38)
- YouthBuild (WIOA title I)
- Unemployment Compensation programs
- Indian and Native American Programs (WIOA title I)
- Wagner-Peyser Act ES, as authorized under the Wagner-Peyser Act, as amended by WIOA Title III
- National Farmworker Jobs Programs (NFJP)/Migrant and Seasonal Farmworker Programs (WIOA title I)
- Reentry Employment Opportunities (REO) program (formerly referred to as the Reintegration of Ex-Offenders (ReXO) program) (Section 212 of the Second Chance Act of 2007 and WIOA sec. 169)
- Job Corps (WIOA title I)

Required Department of Education programs
- AEFLA program (WIOA title II)
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006
- State Vocational Rehabilitation program, authorized under title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV

Required Department of Health and Human Services programs
- Programs authorized under the Social Security Act title IV, part A (TANF)
• Community Services Block Grant Employment and Training activities (Community Services Block Grant Act)

Required Department of Housing and Urban Development (HUD) program

• Employment and training programs

Required one-stop partner programs have specific governance, operations, and service delivery roles within the American Job Center network. In accordance with 20 CFR 678.420, 34 CFR 361.420, and 34 CFR 463.420, each required one-stop partner program must:

• Provide access to its programs or activities through the American Job Center network, in addition to any other appropriate locations (i.e., affiliated or specialized sites);
• Use a portion of its funds, to the extent consistent with the relevant authorizing statute and with the Uniform Guidance at 2 CFR parts 200, 2900, and 3474 (requiring, among other things, that costs are allowable, reasonable, necessary, and allocable) to:
  o Provide applicable career services; and
  o Work collaboratively with the State and Local WDBs to establish and maintain the one-stop delivery system. This includes jointly funding the one-stop infrastructure costs through partner contributions.
• Enter into a MOU that meets the requirements of 20 CFR 678.500(b), 34 CFR 361.500(b), and 34 CFR 463.500(b) with the Local WDB relating to the operation of the American Job Center network;
• Participate in the operation of the American Job Center network consistent with the terms of the MOU, requirements of authorizing laws and implementing regulations, Federal cost principles, and all other applicable legal requirements; and
• Provide representation on the State WDB and Local WDBs as required, and participate in Board committees, as needed.

Ross may also recruit and facilitate the addition of one-stop partners and refer them to the Lowcountry for approval of the Local WDB and CEOs. Additional one-stop partners would be required to enter into the Lowcountry Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA). Additional partners may include Social Security Administration employment and training programs (i.e., Ticket to Work and Self Sufficiency programs); Department of Agriculture’s Supplemental Nutrition and Assistance Program (SNAP) employment and training programs; the Client Assistance Program, authorized under section 112 of the Rehabilitation Act of 1973, as amended by title IV of WIOA; National and Community Service Act Programs; employment and training programs carried out by the Small Business Administration; and other appropriate Federal, State or local programs, including, but not limited to, employment, education, or training programs such as those operated by libraries, foundations, community-based organizations, or in the private sector.

Partnerships with the local mental health and transportation agencies also provide opportunities to complement and streamline supportive services through the American Job Center network. Ross may also identify additional locations, a change in existing location, changes in hours of operation, etc. that will result in improved service delivery and/or cost effectiveness. All proposed changes must be referred to the LWB for prior written approval. Proposed changes to location, hours of operation or staffing must be accompanied by a detailed budget, cost-benefit analysis and proof of consultation and solicitation of input from the One Stop Partners.
B. ADULT, DISLOCATED WORKER AND YOUTH SERVICES

This Agreement does not include service provision or funding of On-the-Job Training (OJT). LCOG will retain
the funding and provide these services through their designated Business Service Lead staff. While Ross will
not provide On-the-Job Training, (OJT), Ross is required to identify, prepare and refer an adequate number of
eligible and appropriate individuals (Adult, Dislocated Worker, and Youth) who are in need of and would
benefit from OJT services to LCOG Business Service staff.

Adherence is required to the service design and service delivery of activities and one stop operation as stated
in the most current approved Lowcountry or Southcoast Regional Plan and applicable process, policy and
guidance.

Local and Regional Plans are located: lowcountrycog.org>Workforce>Document Center>Plans
Local Policies are located: lowcountrycog.org>Workforce>Document Center>The Workforce
Innovation and Opportunity Act>WIOA Policy and Technical Guidance
State Policy: https://scworks.org/workforce-system/policies-and-guidance
Federal: https://www.dol.gov/agencies/eta/wioa

Ross will design and implement a high quality, comprehensive service delivery system as required under §680
and §681 and will provide all required WIOA elements, services and activities that address each individual
participant’s employment, training and supportive service needs. Ross will provide a “hands-on” case
management model that uses a holistic approach is required.

Ross, as the Adult, Dislocated Worker and Youth (ADY) Service Provider will ensure all required service
(§680.150, §680.200, §681.460) are available and accessible; and that these services will improve education
and skill competencies, encourage and develop education and employment goals to make the connection
between school and work, to provide links to the labor market, community programs, and services that have
strong connections between academic and occupational learning to help customers address and resolve
problems they may encounter while attaining the education and/or skills needed to obtain and retain
employment and advance in the workforce. Please refer to http://www.doleta.gov/WIOA for more
information on WIOA.

Ross will ensure the program design will provide customer centered, unduplicated, cost effective, efficient, and
high performing delivery of comprehensive WIOA Adult, Dislocated Worker and Youth services in Beaufort,
Jasper, Hampton and Colleton counties (the Lowcountry, or LWA). All required services must be available
while having no duplication. All required services must be available, however not all individuals will receive all
services, each individual will receive appropriate services as identified through Assessment, Case Management
and as identified in the customer’s Individual Service Strategy/Individual Employment Plan (“Plan”). The
required services do not all need to be provided directly by Ross if Ross has developed formal linkages and
established a process for tracking and communication regarding co-enrolled individuals. Every individual will
receive the unduplicated services necessary to removed identified barriers, reach their individual goals and
objectives as listed on their Plan.

Linkages must be developed to refer individuals, as appropriate (identified on Plan), to other service providers
and/or community resources. It is imperative that Ross excel in collaboration of resources to meet this
requirement. Ross will develop and keep an up-to date comprehensive list of community resources/service
providers in each location (or virtually). Ross will ensure all staff are aware of the resources available and
know how to make appropriate referrals. The list will include all relevant contact information, locations,
services, hours, cost, requirements, and any other relevant information to ensure all required services are
available. Recommendation is for the lists to also be maintained on the designated Lowcountry Workforce Website.

WIN Assessment and Curriculum

The State of South Carolina has entered into a statewide contract for WIN. The Ross Program Manager will serve as the Admin WIN point staff for the Lowcountry area. The point person is responsible for:

- Collecting the names of the staff in the Lowcountry that should have access to WIN (staff that will be administering tests and/or curriculum, pulling reports- this would include approving partner staff in the SC Works center)
- Making sure that those with access should have access and those who should have access have the correct access (i.e. keeping the staff accounts up to date at all times)

Ross Program Manager will ensure all staff have access to, are trained to administer the WIN Assessment and Curriculum and that Ross uses WIN to the fullest extent possible to streamline Eligibility, Enrollment and Service Delivery.

1. RECRUITMENT

Ross is responsible for the Recruitment and Orientation of an adequate number of potential applicants to fulfill the performance and expenditure requirements of this agreement. The intent is to use WIOA funds to serve participants who would benefit from service and otherwise have limited access to comprehensive services. Development and implementation of a viable outreach and recruitment strategy for the WIOA Adults, Dislocated Workers and Youth programs to meet targeted annual enrollment levels and expenditures is required. Orientation will be offered as a group session every Thursday in every One Stop and One-On-One Orientation will also be available as needed in each office.

2. ELIGIBILITY

Ross is responsible for the completion of an adequate number of eligible applications to fulfill the performance and expenditure requirements of this agreement. Under WIOA legislation, all participants must meet eligibility guidelines (§680.120, §680.130, §680.210, §681 Sub Part B). Certification of eligibility for all WIOA funded programs must be completed prior to enrollment/participation. This includes determination, verification, and documentation of WIOA eligibility for all program applicants, maintenance of formal eligibility files, and related quality assurance activities.

Ross will conduct eligibility determinations utilizing SCWOS and in compliance with the WIOA Act and Regulations, and applicable State and Local guidance and processes. In addition to the statutory eligibility requirements, all applicants will be determined eligible for all applicable Programs (Adult, Dislocated Worker and Youth).

All Eligibility determinations, eligible or ineligible, require documentation of specific data elements as verification of determinations which must be maintained.

The time between recruitment, orientation and application should be as short as possible, the ideal is for no more than 1 week (7 days) to elapse between date of orientation and date of application, unless more time is specifically requested by the individual or as needed to accommodate schedules.

Ross will maintain all documentation in SCWOS by utilizing the Electronic Document Management System (EDMS) scanning module.

Test of Adult Basic Education 11/12 (TABE) Reading and Math or WIN (Reading for Information, Applied Math, Locating Information) may be used to determine Basic Skills status (sufficient/deficient) for Eligibility Determination.

TABE may also be used to document an Educational Functioning Level Measurable Skill Attainment (both a pre-test and post-test are required).

WIN may not be used to document an Educational Functioning Level Measurable Skills Gain.

Title I WIOA Adult and Dislocated Worker funds may not be used prior to both a determination of eligibility and participation.

Ross is required to formally determine whether customers seeking services under Title I of WIOA are eligible to receive such services in accordance with the Act. Such determination will be made by use of the SC Works Online Services (SCWOS) WIOA Application and will be supported by the appropriate documentation used to make the determination. All individuals who have the required documentation and want to make an application must be allowed to complete the application process.

Ross is required to maintain printed, signed WIOA applications, including all supporting forms, documentation, and verifications (Application Package) all which must be scanned and maintained in the SCWOS EDMS Module. The Application Package must be maintained (file documentation) as the official certification for all customers, whether eligible or ineligible, enrolled or not enrolled. Exact match between SCWOS and file documents in EDMS is required.

Ross shall be financially liable for erroneous eligibility determinations or for determinations that are not documented. Such disallowed costs must be reimbursed to the administrative entity from non-WIOA funds.

3. REFFERAL

Programs are encouraged to link and share information with other participant-serving organizations provided the appropriate releases of information have been signed. All participants must receive information on the full services available through the SC Works system. If there are individuals requesting services that cannot be certified as eligible under WIOA guidelines, Ross will document Referrals to help these persons secure other appropriate services. Collaboration with the mandated and critical WIOA partners in the workforce development system and as described in the Lowcountry MOU is mandatory. All Referrals will be made in accordance with the State Instruction regarding One Stop Certification Standards and the State Instruction regarding SCWOS Referrals.

Those who are not eligible, or do not fit the local provisions, or who choose to not submit an application or proceed to enrollment/participation, or who plan to submit an application, or those who are eligible and enrolled, but are in need of Partner provided services, must be given a Referral and information to other providers and resources. This referral will provide each person with:

- Information on the full array of applicable or appropriate services that are available through the local board or other eligible providers or one-stop partners, including those providers or partners receiving funds under WIOA; and
- Referral to appropriate training and educational programs that have the capacity to serve the participant either on a sequential or concurrent basis.
An eligible applicant who does not meet the enrollment requirements of the particular program or who cannot be served must be referred for further assessment, as necessary, and referred to appropriate programs in accordance with WIOA to meet the basic skills and training needs of the applicant.

All referral(s) must be entered in SCWOS and followed up on (tracked and outcome created). Referrals will utilize the SCWOS referral module in compliance with the Lowcountry MOU and SC Works Certification Standards. The One Stop Operator is responsible for training, implementation, monitoring, analysis, outcomes, and reporting of the Referrals as required by the One Stop Standards and this contract.

4. ENROLLMENT/PARTICIPATION

Ross is responsible for the enrollment/participation of an adequate number of eligible individuals to fulfill the performance and expenditure requirements of this agreement.

Target - Participants Served with Benchmarks and Actions

The goal/target is to serve at least 200 Adults, 25 Dislocated Workers and 50 Youth each Program Year (7/1 - 6/30). The target goals should be divided as equally as possible per staff person.

Active Case Loads must be analyzed on a regular basis and should ideally aim for an approximate average per month of 45 active cases per case manager, with an average ideal target mix of approximately 70% Adult, 10% DW, 20% Youth.

A Minimum of 75% of Adults must meet Priority. See § 680 Subpart E—Priority and Special Populations, State Instruction 15-17, Change 3, Adult Priority of Service under WIOA, Training and Employment Guidance Letter (TEGL) No. 7-20, Effective Implementation of Priority of Service Provisions for Most in Need Individuals in the Workforce Innovation and Opportunity Act Adult Program

<table>
<thead>
<tr>
<th>Location/Staff</th>
<th>Adult</th>
<th>Dislocated Worker</th>
<th>Youth</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colleton</td>
<td>50</td>
<td>7</td>
<td>12</td>
<td>69</td>
</tr>
<tr>
<td>Beaufort</td>
<td>50</td>
<td>6</td>
<td>13</td>
<td>69</td>
</tr>
<tr>
<td>Beaufort</td>
<td>50</td>
<td>6</td>
<td>13</td>
<td>69</td>
</tr>
<tr>
<td>Hampton</td>
<td>50</td>
<td>6</td>
<td>12</td>
<td>68</td>
</tr>
<tr>
<td></td>
<td>200</td>
<td>25</td>
<td>50</td>
<td>275</td>
</tr>
</tbody>
</table>

Ross will monitor Program Enrollment goals on a regular basis. Ross will provide followed up with weekly management conference calls to discuss enrollments and other performance. Ross requires Weekly reports that will trigger action if targets are not on track. During performance reviews, the Lowcountry Ross Project Director will discuss any deficiencies or challenges with the senior management team. Feedback, suggestions and action items are provided to assist with intended results. Those items are followed up with weekly until goals are achieved. A corrective action plan may also be required by senior management, who follow up the on the progress and success of each goal.

The time between application date and participation date should be as short as possible. The ideal is for no more than 1 week (7 days) to elapse between application and participation. unless more time is specifically requested by the individual or as needed to accommodate partner schedules.

As required under WIOA Section 134(c)(3)(E), with respect to individualized career and training services funded with WIOA adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, individuals who are basic skills deficient and other individuals in accordance with the applicable
policy. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker or youth population. Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

This program is subject to the provisions of the "Jobs for Veterans Act," Public Law 107-288 and 20 CFR Part 1010 (Final Rule) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

For adult employment and training activities under paragraph (2)(A) or (3) of section 133(b), priority shall be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for receipt of WIOA career and training services.

The State of South Carolina has issued State Instruction #15-17, changes 1 and 2 requiring as of July 1, 2016, at least seventy percent (70%) of all enrolled adult participants must be either low-income or basic skills deficient as described in the instructions.

An Adult-Dislocated Worker Participant is defined as a reportable individual who has received services other than the services described in 20 CFR § 677.150(a)(3) after satisfying all applicable programmatic requirements for the provision of services, such as eligibility determination. The following individuals are not participants:

- Individuals who only use the self service system
- Individuals who receive information-only services or activities, which provide readily available information that does not require an assessment by a staff member of the individual’s skills, education, or career objectives.

A Youth Participant is a reportable individual who has satisfied all the applicable program requirements for the provision of services, including eligibility determination, an objective assessment, and development of an individual service strategy (ISS Plan), and received one or more the 14 WIOA Youth program elements identified in §129(c)(2) of WIOA.

For those who are determined eligible for multiple Title I WIOA programs, Ross will determine the appropriate program for the participant based on the service needs of the individual and if the individual is career-ready based on an assessment of their occupational skills, prior work experience, employability, and the individual's needs. This required determination will be documented in a SCWOS case note.

Co-enrollment with appropriate partner programs is a critical component of the workforce system and leverages the additional resources that are available within the Lowcountry local area. Co-enrollment across funding streams helps leverage limited resources, eliminate duplication of services and helps meet the needs and expectations of all customers. These may include the numerous educational institutions and training providers.

5. CASE MANAGEMENT/SERVICE DELIVERY

Ross will deliver Services in accordance with the WIOA Act, Regulation, Federal, State and Local guidance and the most recent approved Lowcountry and/or South Coast Regional Plans, as applicable to the specific service.
Ross will provide all required WIOA Adult, Dislocated Worker and Youth elements, services, and activities, including follow-up, that address each individual participant’s employment, training and supportive service needs as identified on the Plan. Services identified in the Plan must be delivered, and an individual must not receive services that are not included on the individual’s Plan. A “hands-on” case management model that uses a holistic approach is required. Ross will ensure Face-to-Face case manager/customer contact and service delivery for each and every active customer (no case closure, not exited) at least once every 30 days. Some customers will need more face-to-face meetings than 1 time a month, especially at the beginning of case management, as they prepare for training, during training or work-based learning, as they prepare for placement, etc. Actual in person face-to-face service delivery is preferred, however when it cannot be safely accomplished where staff is unable to satisfy safety measures such as social distancing or personal protective equipment (PPE), or if a One Stop is closed to the public, virtual service delivery may be utilized. Face-to-Face service delivery may be accomplished through virtual video platforms or telephone conversation with the participant. The requirement for Face-to-Face service delivery does not include email or text. For the requirement to be met for either in person or virtual, the session must be a two-way interaction where both staff and participant are actively engaged in the service. It is not staff simply telling a customer to do something: it is where staff discusses how to participate in the service, why the service is being delivered, what the service will accomplish, the customer engages in the activity with the direct assistance and guidance of staff during the activity. All service delivery will be in accordance with each participant’s Plan.

Ross is required to ensure balanced caseloads (active and exited) across staff and across programs (Adult, Dislocated Worker and Youth) to achieve performance and expenditure requirements. Ross will examine budgets, staffing, and caseloads and set goals for each staff member; further, Ross will review and adjust goals continuously during the period of performance to ensure attainment of both performance goals and financial goals.

6. LOCAL PROVISIONS

- Utilizes Individual training Accounts (ITAs) for out of School Youth.
- Does not maintain hard copy files or documentation. All required documentation will be scanned in SCWOS Electronic Document Management System (EDMS).

EXCEPTION: all Confidential information must be maintained in a hard-copy, separate locked file. For details and requirements see https://www.lowcountrycog.org Workforce Document Center, File Maintenance SCWOS EDMS.

- In addition to the statutory eligibility requirements, the applicant must be a resident of Beaufort, Colleton, Hampton, or Jasper County; or for Dislocated Workers only, the qualifying dislocation employer is located in Beaufort, Colleton, Hampton or Jasper County.

- All Eligibility determinations, eligible or ineligible and enrolled or not enrolled, require documentation of specific data elements as verification of determinations. The Eligibility determinations and verifications must be maintained in EDMS.

- While WIOA does outline various categories of Eligible individuals the law also makes clear that nothing in WIOA shall be construed to provide an individual with an entitlement to a service under WIOA. It is the intention of the LWB to provide employment and training opportunities to those who can benefit from and who are most in need of such opportunities. Therefore, Ross will only enroll Eligible Out of School Youth. Further, Ross will only enroll those who are beyond the age of compulsory school attendance, for South Carolina that is 17 or older (SC Code of Laws, Title 59, Chapter 69). This is in keeping with the Priority provisions to serve a minimum of 75% out of school youth, in support of consistency with compulsory school attendance laws and to reduce duplication of activities that are otherwise available to in-school youth. Finally, keeping mind the element of serving those most in need, Ross will not
serve any youth who would only qualify under the 5% Exception or 5% Limitation (WIOA 129(a)(3)). All individuals must be advised of the above Local Provisions, those who desire to make an application, follow the application process and present the required verification documents must be given the opportunity to submit an application.

* While Ross will not provide On-the-Job Training, (OJT), Ross is required to identify, prepare and refer an adequate number of appropriate eligible individuals (Adult, Dislocated Worker and Youth) who are in need of and would benefit from OJT services to LCOG Business Service staff.

7. PERFORMANCE STANDARDS

Ross will participate in common performance reporting via data entry in SCWOS and will be solely responsible for the achievement of the current, applicable WIOA performance standards as set by the State of South Carolina for the local area for the individual programs and for the overall system.

Failure to achieve negotiated levels of performance, participation service levels, expenditures, monitoring, or audit requirements directly impacts the designation of the Workforce Area and LCOG’s ability to access funding. Ross is responsible for success in all areas. Failure to achieve any indicator could be considered a termination for cause.

Outlined below are the current Lowcountry negotiated performance goals for PY 22 and PY23 Measures:

Adults:

<table>
<thead>
<tr>
<th>Measure</th>
<th>PY 22</th>
<th>PY 23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment Rate 2nd Quarter after exit</td>
<td>74.5%</td>
<td>75.0%</td>
</tr>
<tr>
<td>Employment Rate 4th Quarter after exit</td>
<td>74.0%</td>
<td>74.0%</td>
</tr>
<tr>
<td>Median Earnings 2nd Quarter after exit</td>
<td>$5,650</td>
<td>$5,650</td>
</tr>
<tr>
<td>Credential Attainment Rate</td>
<td>74.6%</td>
<td>74.6%</td>
</tr>
<tr>
<td>Measurable Skills Gain</td>
<td>55.2%</td>
<td>55.2%</td>
</tr>
</tbody>
</table>

Dislocated Worker:

<table>
<thead>
<tr>
<th>Measure</th>
<th>PY 22</th>
<th>PY 23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment Rate 2nd Quarter after exit</td>
<td>77.5%</td>
<td>78.0%</td>
</tr>
<tr>
<td>Employment Rate 4th Quarter after exit</td>
<td>68.5%</td>
<td>69.0%</td>
</tr>
<tr>
<td>Median Earnings 2nd Quarter after exit</td>
<td>$7,420</td>
<td>$7,470</td>
</tr>
<tr>
<td>Credential Attainment Rate</td>
<td>76.7%</td>
<td>76.7%</td>
</tr>
<tr>
<td>Measurable Skills Gain</td>
<td>63.6%</td>
<td>63.6%</td>
</tr>
</tbody>
</table>

Youth:

<table>
<thead>
<tr>
<th>Measure</th>
<th>PY 22</th>
<th>PY 23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment Rate 2nd Q after exit</td>
<td>77.6%</td>
<td>77.6%</td>
</tr>
<tr>
<td>Employment Rate 4th Q after exit</td>
<td>70.5%</td>
<td>71.0%</td>
</tr>
<tr>
<td>Youth Median Earnings 2nd Quarter After Exit</td>
<td>$3,500</td>
<td>$3,600</td>
</tr>
<tr>
<td>Credential Attainment Rate</td>
<td>66.5%</td>
<td>67.0%</td>
</tr>
<tr>
<td>Measurable Skills Gain</td>
<td>53.9%</td>
<td>53.9%</td>
</tr>
</tbody>
</table>

The performance goals may be modified when Adjusted levels of performance are applied by DOL and/or the State. When negotiations and adjustments are complete, Ross will receive written notification. The written notification to Ross will serve as the modification and incorporation of the negotiated and adjusted Federal Performance goals into the requirements of this contract.

Data Integrity
The Department of Labor has established the QRA to address data expectations where logical validation cannot be applied and graphically places state results in context. The QRA is currently being piloted for WIOA Adult, WIOA Dislocated Worker, WIOA Youth, and Wagner-Peyser programs.

QRA Descriptions
- provides the current measures for each program including explanations of measure expectations and information on elements used to calculate each measure.

Data Integrity Technical Assistance Tool: Quarterly Report Analysis for WIOA Titles I and III – this WorkforceGPS webinar provides information for states on the QRA process.

The measures and the targets are under constant revision and refinement as the pilot is developing. The following are the applicable measures and targets as of PY22 Q4:

<table>
<thead>
<tr>
<th>Measure</th>
<th>ADULT DISLOCATED WORKER</th>
<th>YOUTH</th>
<th>Target</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Employment Plan (IEP)</td>
<td>90%</td>
<td>90%</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Successful Training Completion</td>
<td>80%</td>
<td>80%</td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td>Service in Quarter</td>
<td>95%</td>
<td>95%</td>
<td>95%</td>
<td></td>
</tr>
<tr>
<td>With at Least One Barrier</td>
<td>N/A</td>
<td>N/A</td>
<td>95%</td>
<td></td>
</tr>
<tr>
<td>Training Occupational Skills Code</td>
<td>98%</td>
<td>98%</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Program Entry Alignment</td>
<td>99%</td>
<td>99%</td>
<td>99%</td>
<td></td>
</tr>
<tr>
<td>Program Exit Alignment</td>
<td>95%</td>
<td>95%</td>
<td>95%</td>
<td></td>
</tr>
<tr>
<td>Occupational Code of Employment 2nd Qtr</td>
<td>35%</td>
<td>35%</td>
<td>35%</td>
<td></td>
</tr>
<tr>
<td>Employment Related To Training</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>WIOA Adult Priority of Service</td>
<td>75%</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Youth Current QTR Service (Missing Youth Service Completion)</td>
<td>N/A</td>
<td>N/A</td>
<td>95%</td>
<td></td>
</tr>
<tr>
<td>Non-Youth Training Types</td>
<td>N/A</td>
<td>N/A</td>
<td>95%</td>
<td></td>
</tr>
<tr>
<td>Record Add</td>
<td>98%</td>
<td>98%</td>
<td>98%</td>
<td></td>
</tr>
<tr>
<td>Record Drop</td>
<td>98%</td>
<td>98%</td>
<td>98%</td>
<td></td>
</tr>
</tbody>
</table>

8. PHYSICAL AND PROGRAMMATIC ACCESSIBILITY
Ross must ensure programmatic and physical accessibility and provide equal opportunity for individuals with disabilities to participate in or benefit from WIOA services.

Ross will provide effective delivery systems and physical locations that take actions to comply with disability-related regulations implementing WIOA section 188. In addition to ensuring compliance with WIOA and the ADA, must maximize usage by and benefit all customers. The use of universal design and human-centered design often benefit all customers accessing services.

9. PARTICIPANT TRACKING AND REPORTING
Ross is required to utilize SCWOS for data entry. All data entry and record keeping will be completed by Ross.
SCWOS Data entry is subject to review via desktop monitoring, and site visits by LCOG, State and Federal staff.
Ross must adhere to the established process guidelines and instructions regarding the accuracy and timeliness
of data entry into the SCWOS system, including on-going identification and prompt correction of data entry
errors and deficiencies. Ross is responsible and accountable for data entry and any failure to adhere to the
process, directions, or any policy may be cause for corrective action up to termination for cause.

Data Validation: Ross will ensure an exact match between SCWOS data and file EDMS documents. The State
issued State Instruction 20-09 Data Validation and Lowcountry issued policy PY 21 #17. Ross will implement
the policies and provide timely training to staff who enter data in SCWOS.

Ross must adhere to all Federal, State and local data entry and reporting requirements. Currently the State of
South Carolina utilizes the SC Works Online Services (SCWOS) online system and submits federal reporting
utilizing a Full (combined) Participant Individual Record Layout (PIRL). Ross will utilize the State’s MIS system
to timely, accurately, and fully enter all data and documents in order to track and to report on all services,
outcomes, performance, financial transactions for all customers (job seekers and employers). SCWOS will be
used to evaluate all performance, including financial performance.
Ross will implement all data entry requirements of the SC Works Online Services (SCWOS) Staff User Guide.
Ross will comply with all Federal, State and Local instructions, guidance and trainings.

Ross will maintain the SCWOS Advanced Individual Fund Tracking (AIFT) module in order to provide detailed,
accurate, timely, current and complete disclosure of Participant Obligation, Expenditures, and detailed
Participant Cost financial transactions on behalf of each individual customer and in enough detail and by
transaction to provide a clear audit trail to financial reports submitted.

Ross will enter all participant cost payments and scan all supporting documentation in EDMS promptly in
SCWOS as they are paid. Data entry of payments must be as detailed as possible, including accurate dates of
service and detailed date of payment to ensure a clear paper trail and match to financial reports and
supporting documents. This includes prompt and accurate creation of vouchers (obligations) in SCWOS,
including accurate line item, period of obligation, service dates, and other details to allow for accurate tracking
of obligations.

Ross will promptly pay all obligations. Prompt payment of participant cost obligations is critical. Ross must
develop tracking, reporting, and monitoring process to ensure prompt and accurate payment of costs as
invoices, requests for payment, or attendance are submitted.

Ross will utilize the SCWOS Electronic Document Management System (EDMS) for file maintenance. The
Lowcountry has issued Lowcountry Process: SCWOS Electronic Document Management Requirements. The
document was issued 7/1/18, revised 2/20/20. Ross will adhere to these process requirements and any
updates or revisions. The goal is to be as paperless as possible. Confidential or personally identifiable
information will not be maintained in SCWOS. If such information is required to be maintained for eligibility
verification, case management or follow-up it must be maintained in a separate, locked, hard-copy
Confidential Information File (CIF).

Ross will protect the integrity and confidentiality of all information obtained in the course of service. All Ross
employees, regardless of position, are required to complete HIPAA training within 30 days of employment.

Ross will conduct Data Security checks at random intervals on a weekly basis by Project Director. A Data
Security Checklist may be used to conduct Data Security checks at each center. Based on the findings, a plan of
action is created to address staff members who are non-compliant. Depending upon the severity of the data
security violation, a disciplinary action process may be implemented.
The Lowcountry has identified a Best Practice which requires real-time (same day) scanning. However, when same day is impossible, documents will be scanned in at the first available time, and never more than by close of business on the last day of the current workweek the document was received. This means if documents are received on Friday or the last day of week staff is working, same day scanning is required.

**CASE NOTES**

Case notes are required for every contact and contact attempt with an individual, recruit, applicant, and/or participant. Ross will implement the identified Lowcountry Best Practice and enter all data, including case notes in real-time (same day). However, when same day is impossible data entry, including case notes, will be completed at the first available time, and never more than by close of business on the last day of the current work-week when the service, contact or attempt occurred. This means case notes for Friday or the last day of week staff is working, same day case notes are required.

Case Notes record important details and situations that may have come about creating a timeline of events; it should tell a story, records the individual’s actions such as activities showing progress and participation. Case Notes can be used as legal evidence for appeals. Case Notes help others understand what already happened. Case Notes will be clear, states facts, be grammatically correct, purposeful, and include all relevant information such as barriers and supportive services that may have been provided or identified as necessary for the individual to participate. Case Notes will be easily and quickly identifiable by the detailed and distinguishable Subject Line. Duplication of services is prevented when this case noting process is followed by everyone and when all case notes are read prior to scheduling and providing services. Case notes will never include any details or dates regarding medical information, health status, legal information, Personally Identifiable Information (PII), age, sex, gender identity, race, ethnicity, marital status and other confidential or protected information. Case note will avoid pronouns and will use words such as individual, participant, customer, job seeker.

Case notes will be organized by

- Who the contact involved
- What the substance of the interaction was
- Where did the event occurred
- When the event occurred
- Why this contact is significant - DETAIL services provided, progress regarding Plan, issues, barriers, justifications, current needs, significant life changes, etc.
- How the contact was made
- Employment status details
- Any other relevant information
- Next Step detail of next appointment date and time and what will occur at the appointment and if applicable what the individual will need to accomplish on their own before the next appointment and what they will need to bring to the next appointment

The Enrollment Case Note - In addition to the above requirements, the Enrollment case note needs to be a comprehensive narrative about the individual. The information comes from the completed SCWOS Objective Assessment Summary (OAS), Case Management Interview Assessment and any other relevant information, observation or assessment.

The Enrollment Case Note will contain:

- Relevant Information regarding home living situation (phone, internet, computer, stable/unstable home, homelessness, other important factors that impact participation)
- Transportation situation
- Preferred method of contact (phone, email, text)
  - UPDATE SCWOS Individual Profile>General Information tab with most current information as needed
- Childcare needs
  - No names, no exact ages
  - Do include information regarding # children below 1 year old (infants), # below school age, # grades k-5, # grades 6-8, # grades 9-12+
- Basic Skills Status - details
  - EXAMPLE: 3/23/23 TABE 11/12, Level D, Reading 522 EFL 3, Math 535 EFL 3
- Highest Completed Education level
- Education status (out of school: HSD/GED, dropout; in school, expected graduation date, grades, etc.)
- Any certificates, achievements, activities (WIN/WorkKeys, vocational certifications/licenses, etc.)
- Current Employment Status
  - Individual is currently not employed and a discussion of Work History, previous employers and job title and dates of employment and other relevant details to include specific notation if no work history OR
  - Individual is currently employed full time to include details of usual days and hours of work scheduled, employer and job title and discussion of Work History, previous employers and job title and dates of employment and other relevant details and discussion of how participation in WIOA will be accomplished
  OR
  - Individual is currently employed part time to include details of usual days and hours of work scheduled, employer and job title and discussion of Work History, previous employers and job title and dates of employment and other relevant details and discussion of how participation in WIOA will be accomplished
- Transferrable skills
- Results of any other Assessments - detail and interpretation of results
  - SCOIS, WIN, Soft Skills, Money Smart Financial Literacy, etc.
- Summary of individual expectations
- Staff identification of current or future potential barriers to achievement of plan(s)/goals, observations
- How each barrier will be resolved and when (services to be given)
- Services delivered at participation (enrollment)
- Any other information that would help tell the individual’s “story”
  - No Confidential information, Personally Identifiable Information, or Equal Opportunity information, This includes information on health, medical, marital status, pregnancy, background, legal information, age, race, sex, disability, etc.
- Next date of contact and a general plan of what that contact will cover (Next Steps), this can include tasks to be done by client and/or case manager in between contacts (homework). NOTE: The next appointment section should be at the end of every case note.

Subsequent case notes should be entered as needed to document services, record “homework” (tasks customer is to perform on their own in between appointments), next appointment plans and progress on objectives/goals. Every case note includes specific next appointment date, time and tasks.

If the individual is experiencing difficulties it is likely that more case notes would be required to ensure they have a plan and are following it to get back on track. The more severe/complex the difficulty, the more case notes and customer contact would be required.
Case notes compliment services and provide a complete and clear picture of the customer and the services provided to anyone who reviews the online record.

Case notes must document all contact and attempts to contact the individual.

Ross will implement the identified Lowcountry Best Practice regarding data entry of training, remediation and GED services and Participant Guidelines/Satisfactory Progress. Attendance forms, signed by the instructor each day, with time in and time out and signed and dated by the customer are required for all activities Ross staff does not personally provide whether or not the customer is receiving support services. Actual Begin Dates in SCWOS must be an exact match to the first date of attendance on file. Attendance must be completed each day and must never be completed in advance.

All individuals who are Basic Skill Deficient and are participating in Remediation, Basic Skill Upgrade, or HSD/GED activities must take a TAME test at least once every six (6) months to evaluate Satisfactory Progress. The results data must be entered in SCWOS in the Measurable Skills Gain for Educational Functioning Level module. Those in GED activities must also be evaluated for Satisfactory Progress at least every six (6) months using the GED Ready test and/or GED test.

Ross will ensure staff examines and analyzes the attendance received to ensure the form is complete and correct and attendance is in compliance with Participant Guidelines/Satisfactory Progress Policy and process.

Attendance forms must be promptly case noted and scanned, if applicable attendance and other documents must be submitted immediately to Ross for the processing of payment to the participant for support service, work experience, and other participant costs. Attendance must not be filled out in advance. If attendance is not full time, every single day and every single week in accordance with the Provider’s schedule, a corrective action plan must be implemented, or the open activity must be closed out the activity as dropped out. The Actual End Date of all activities must be an exact match to last documented attendance on file. Process requires remediation/GED activities must be entered with Projected End Dates set for no more than the last day of each month. When attendance for the month is received (by the 7th of the following month) then the Projected End Date should be extended to the end of the month (last day of the month). The procedure will be repeated every month until the customer successfully completes or drops out (Actual End Date must be an exact match to last attendance on file).

Ross will comply with all applicable State and Federal requirements regarding safeguarding of confidential, EO, and PI, including, State Instruction #16-11. Documents or data that contain Personally Identifiable Information (PII) or confidential information must not be entered or scanned in SCWOS and must be maintained in a separate and secure manner.

Completion Status of Activities
All activities will be opened and closed with dates that are an exact match to documentation. The Completion will be determined as follows:

- SUCCESSFUL completion status is defined by the PLAN AND attended as scheduled, received certificate of completion/credential, or other appropriate outcome for the activity (such as Basic Skills Sufficiency).
- Dropped Out = did not attend as scheduled/quit attending, did not achieve appropriate benchmark for the activity (credential, basic skills sufficient, WorkKeys, etc.)
- Unsuccessful = attended as scheduled, but did not receive or achieve appropriate bench-mark
It is expected that there will be a minimum of activities with UNKNOWN or SYSTEM CLOSED completion status. Any activities with an actual end date of more than 75 days in the past and in an Unknown or System Closed Completion Status may be reviewed by LCOG and based on the information in the file a completion status determined.
LOWCOUNTRY COUNCIL OF GOVERNMENTS
WORKFORCE INNOVATION AND OPPORTUNITY ACT
ADULT GRANT BUDGET

6/30/2023 to 6/30/2024
Award Identification Number: WIOA 2022-01 ADY-OSO
Ross Innovative Employment Solutions

<table>
<thead>
<tr>
<th>Administration (CDFA 17.258)</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
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<tr>
<td>Fringe Benefits</td>
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<td>Profit</td>
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<th>Program</th>
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<tr>
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<td>Operating Expenses</td>
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<td>Profit</td>
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<td><strong>Total Non-Participant Costs</strong></td>
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<th>Participant Costs</th>
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<tr>
<td>Assessment</td>
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<tr>
<td>High School Equivalency</td>
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<tr>
<td>Occ. Skills Training</td>
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<td><strong>Supportive Services</strong></td>
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<td>Transportation</td>
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<tr>
<td>Childcare</td>
<td></td>
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<tr>
<td>Books, Supplies, Uniforms</td>
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</tr>
<tr>
<td>Other</td>
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<tr>
<td><strong>Total Participant Costs (a)</strong></td>
<td><strong>$177,100.00</strong></td>
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<table>
<thead>
<tr>
<th>Program Sub-Total (a)</th>
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<tr>
<td>$366,692.00</td>
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<table>
<thead>
<tr>
<th>Total Grant Cost</th>
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</thead>
<tbody>
<tr>
<td>$381,339.00</td>
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</table>

Only a Total of Support Services is need for the Budget.
HOWEVER, the CONTRACTOR will be required to track and report expenditures by the detailed type of support service.
# Workforce Innovation and Opportunity Act

## Dislocated Worker Grant Budget

6/30/2023 to 6/30/2024

**Award Identification Number:** WIOA 2022-01 ADY-OSO  
**Ross Innovative Employment Solutions**

<table>
<thead>
<tr>
<th>Dislocated Worker (CDFA 17.278)</th>
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<td>Operating Expenses</td>
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<td><strong>Administration Sub-Total</strong></td>
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<td><strong>PROGRAM</strong></td>
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<td>Operating Expenses</td>
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<td>Profit</td>
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<td><strong>Total Non-Participant Costs</strong></td>
<td>$ 92,613.00</td>
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<tr>
<td><strong>Participant Costs</strong></td>
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</tr>
<tr>
<td>Assessment</td>
<td></td>
</tr>
<tr>
<td>High School Equivalency</td>
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</tr>
<tr>
<td>Occ. Skills Training</td>
<td>$ 20,000.00</td>
</tr>
<tr>
<td><strong>Supportive Services</strong></td>
<td>$ 3,000.00</td>
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<td>Transportation</td>
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<td>Childcare</td>
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<tr>
<td>Books, Supplies, Uniforms</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Participant Costs (b)</strong></td>
<td>$ 23,000.00</td>
</tr>
<tr>
<td><strong>Program Sub-Total (e)</strong></td>
<td>$ 115,613.00</td>
</tr>
<tr>
<td><strong>Total Grant Cost</strong></td>
<td>$ 122,688.00</td>
</tr>
</tbody>
</table>

*Only a total of Support Services is needed for the budget.*

*However, the Contractor will be required to track and report expenditures by the detailed types of support services.*
LOWCOUNTRY COUNCIL OF GOVERMENTS  
WORKFORCE INNOVATION AND OPPORTUNITY ACT  
YOUTH GRANT BUDGET

6/30/2023 to 6/30/2024  
Award Identification Number: WIOA 2022-01 ADY-OSO  
Ross Innovative Employment Solutions

<table>
<thead>
<tr>
<th>Youth (CDFA 17.259)</th>
<th>Budget</th>
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</thead>
<tbody>
<tr>
<td><strong>ADMINISTRATION</strong></td>
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</tr>
<tr>
<td>Salaries</td>
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<tr>
<td>Fringe Benefits</td>
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<td>Operating Expenses</td>
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<td>Profit</td>
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<td><strong>Total Non-Participant Costs</strong></td>
<td>$ 171,738.00</td>
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</table>

**DETAIL - Participant Costs**

- Assessment
- High School Equivalency
- Occ. Skills Training $ 23,000.00
- Youth Incentives $ 500.00

<table>
<thead>
<tr>
<th>Supportive Services</th>
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</thead>
<tbody>
<tr>
<td>Transportation</td>
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</tr>
<tr>
<td>Childcare</td>
<td></td>
</tr>
<tr>
<td>Books, Supplies, Uniforms</td>
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<tr>
<td>Other</td>
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<tr>
<td>Youth Work Experience - Stipends &amp; Incentives</td>
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<td><strong>Total Participant Costs</strong></td>
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<table>
<thead>
<tr>
<th>Program Sub-Total</th>
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<tbody>
<tr>
<td>$ 258,938.00</td>
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<table>
<thead>
<tr>
<th>Total Grant Cost</th>
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</tr>
</thead>
<tbody>
<tr>
<td>$ 272,203.00</td>
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</tbody>
</table>

* $40,000 is maximum allowable Program expenditure for Work Based Learning Front-line Youth Staff costs  
Only a Total of Support Services is need for the Budget. HOWEVER, the CONTRACTOR will be required to track and report expenditures by the detailed type of support services AND Incentive.
LOWCOUNTRY COUNCIL OF GOVERNMENTS
WORKFORCE INNOVATION AND OPPORTUNITY ACT

GRAND TOTAL (ADULT + DISLOCATED WORKER + YOUTH)

6/30/2023 to 6/30/2024

Award Identification Number: WIOA 2022-01 ADY-OSO
Ross Innovative Employment Solutions

<table>
<thead>
<tr>
<th>Total Non-Participant Costs</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ADMINISTRATION</strong></td>
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**DETAIL - Participant Costs**

Assessment
High School Equivalency
Occ. Skills Training $195,500.00
Youth Incentives $500.00
Supportive Services $31,300.00
Transportation
Childcare
Books, Supplies, Uniforms
Other
Youth Work Experience Stipends & Incentives $60,000.00
Total Participant Costs $287,300.00

**Program Sub-Total** $741,243.00

**Total Grant Cost** $776,300.00
LOWCOUNTRY COUNCIL OF GOVERNMENTS

WORKFORCE INNOVATION AND OPPORTUNITY ACT

PARTICIPANT COST SCHEDULE (ADULT + DW)

6/30/2023 to 6/30/2024

Award Identification Number: WIOA 2022-01 ADY-OSO

Ross Innovative Employment Solutions

Total Participant Costs Adult $177,100.00 (a)
Total Participant Costs Dislocated Worker $23,000.00 (b)
Grand Total Participant Costs (Adult + Dislocated Worker) $200,100.00 (a) + (b) = C

Total Program Costs Adult $366,692.00 (d)
Total Program Costs Dislocated Worker $115,613.00 (e)
Grand Total Program Costs (Adult + Dislocated Worker) $482,305.00 (d) + (e) = F

MINIMUM REQUIRED

Participant Cost Rate
(Grand Total Participant Costs/Grand Total Program Costs (C/F)) 41.49%
LOWCOUNTRY COUNCIL OF GOVERNMENTS  
WORKFORCE INNOVATION AND OPPORTUNITY ACT  
SALARY ALLOCATION SCHEDULE  
6/30/2023 to 6/30/2024  
Award Identification Number: WIOA 2022-01 ADY-OSO  
Ross Innovative Employment Solutions

<table>
<thead>
<tr>
<th>Staff Position Title</th>
<th>Location /County</th>
<th>Annualized Wages</th>
<th>Allocation of Annualized Wages to PROGRAM ADULT</th>
<th>Allocation of Annualized Wages to PROGRAM DISLOCATED WORKER</th>
<th>*Allocation of Annualized Wages to PROGRAM YOUTH</th>
<th>Allocation of Annualized Wages to ADMINISTRATION ADULT</th>
<th>Allocation of Annualized Wages to ADMINISTRATION DISLOCATED WORKER</th>
<th>Allocation of Annualized Wages to ADMINISTRATION YOUTH</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Project Director</td>
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<td>$11,221</td>
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<tr>
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<td><strong>$57,175</strong></td>
<td><strong>$106,023</strong></td>
<td><strong>$9,698</strong></td>
<td><strong>$4,737</strong></td>
<td><strong>$8,783</strong></td>
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</tbody>
</table>

* YOUTH STAFFING WORK-BASED LEARNING COST SCHEDULE

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>Of Staff Working to Develop and Manage Youth Work-Based Learning (A)</th>
<th>Balance of Youth Staff cost (B)</th>
<th>TOTAL COST (A+B, MUST MATCH)</th>
<th>TOTAL YOUTH PROGRAM BUDGET</th>
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<tbody>
<tr>
<td>Staff costs</td>
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<td>$66,023</td>
<td>$106,023</td>
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</tr>
</tbody>
</table>

* $40,000 is maximum allowable expenditure for Work Based Learning Front-line Youth Staff Salary & Fringe costs

STAFF COSTS: As stated in TEC No. 23-14, program expenditures on the work experience program element can be more than just wages paid to youth in work experience. Allowable expenditures beyond wages can include staff time spent identifying potential work experience opportunities, staff time working with employers to develop the work experience, staff time spent working with employers to ensure a successful work experience, staff time spent evaluating the work experience, participant work experience orientation sessions, classroom training or the required academic education component directly related to the work experience, and orientations for employers.
PART VI: TERMS AND CONDITIONS

3.0 LEGAL AUTHORITY

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

3.1 AWARDING ENTITY

3.1.1 The awarding entity, Lowcountry Council of Governments (LCOG) as Fiscal Agent for the Lowcountry Workforce Board has the following oversight responsibilities:

* Providing technical assistance, as requested by the successful Proposer (Grantee) or deemed necessary by LCOG;
* 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 and or LCOG. 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 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. Failure to do so may result in the disallowance of indirect costs. LCOG may either disallow all indirect costs or establish a rate based upon audited historical data or such other data that have been furnished to LCOG 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 12th 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 LCOG 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 LCOG no later than forty-five (45)
calendar days after the grant end date. LCOG will supply the closeout forms and instructions prior to grant expiration.

3.3 RECORDKEEPING

3.3.1 LCOG, 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, LCCG, 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 LCOG 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

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

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

3.5 ADDITIONAL CONDITIONS AND ENFORCEMENT

3.5.1 The Grantee acknowledges and accepts that special additional conditions may be unilaterally imposed by
DEW or LCOG 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 LCOG or 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 LCOG 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.
LCOG 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 LCOG 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 LCOG 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, LCOG, DEW, or the US Department of Labor.
3.5.5 Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:
A. Right to protest: Any actual or prospective Proposer, Proposer, or contractor who is aggrieved in
connection with the solicitation or award of a contract may protest to the Lowcountry Council of Governments
(LCOG) Chief Administrative Officer. The protest shall be submitted in writing within fourteen (14) calendar
days after the aggrieved person knows or should have known of the facts giving rise thereto.
B. Authority to resolve protests: The LCOG Chief Administrative Officer shall have authority, prior to
commencement of an action in court concerning the controversy, to settle and resolve a protest of an
aggrieved Proposer, Proposer, or contractor, actual or prospective, concerning the solicitation or award of a
contract.
C. Decision: If the protest is not resolved by mutual agreement, the LCOG Chief Administrative Officer
shall issue a decision in writing within fourteen calendar (14) days following final attempt to resolve the
protest per section 3.1 (b).
D. Notice of decision: A copy of the decision under paragraph (c) of this section shall be mailed or
otherwise furnished immediately to the protestant and any other party intervening.
E. Finality of decision: A decision under paragraph (c) of this section shall be final and conclusive.

Appeal of Chief Administrative Officer’s decision: Any person receiving an adverse decision may appeal to the
Executive Committee of the LCOG Board and then to the full LCOG Board before appealing to the courts of the
State of South Carolina.
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 LCOG
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

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
Stevens Amendment
This project is supported by the Employment and Training Administration of the US Department of Labor as part of an award totaling $992,778 with $0 (0%) financed from state, local, and/or nongovernmental sources.

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.