

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
STATEMENT OF WORK
SC WORKS THE PROVISION OF WIOA SERVICES FOR ADULT AND DISLOCATED WORKERS
PROGRAM YEAR 2026

Ross Innovative Employment Solutions (IES), hereinafter referred to as the “Contractor”, having entered into a contractual agreement with the Berkeley Charleston Dorchester Council of Governments (BCDCOG), hereinafter referred to as the Administrative Entity for the Trident Workforce Development Area, shall perform the functions outlined pursuant to the provisions and regulations of the Workforce Innovation and Opportunity Act of 2014 (WIOA) (Public Law 113-128, July 22, 2014).

Workforce Innovation and Opportunity Act Purpose

WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA has six main purposes:

1. Increasing access to and opportunities for employment, education, training, and support services for individuals, particularly those with barriers to employment;
2. Supporting the alignment of workforce development, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system;
3. Improving the quality and labor market relevance of workforce development, education, and economic development efforts;
4. Promoting improvement in the structure and delivery of services;
5. Increasing the prosperity of workers and employers; and
6. Providing workforce development activities that increase employment, retention, and earnings of participants and that increase postsecondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation.

OVERVIEW OF EXPECTATIONS

- Carry out the provisions outlined in TEGL: 16-16 and TEGL 19-16
- All recruitment material/advertisements must include a contact number and the following statement: “Trident Workforce Development Board provides equal opportunity programs. Services are available upon request to individuals with disabilities. TTY: 711”
- The American Job Center network is a unifying name and brand that identifies online and in-person workforce development services as part of a single network. Any material, websites, and other communications must include the appropriate logo and the phrase, “Proud Partner of the American Job Center Network”.
- The Contractor is expected to follow WIOA law and final regulations, all TEGLS, State Instructions letters, and local policies. All participants in this program must be residents of Berkeley, Charleston, or Dorchester Counties and meet WIOA eligibility and entry guidelines established

by the Federal WIOA law and regulations, the South Carolina Department of Employment & Workforce, and TWDB.

- The TWDB has sole authority for the oversight, monitoring, and evaluation of the performance of the duties performed by the Program Service Provider.
- TWDB will support the creation of an environment of impartiality to ensure fairness and equitable distribution of referrals, resources, and resource deployment (as it relates to space allocation, resource sharing agreements), grievance procedures, shared/common instruction letters/policies, and procedures.
- Travel accommodations must be within the GSA rates and guidelines.
- All contracts must be approved, including modified budgets or changes to budgets.
- All decisions, including expenditures, must be supported with proper documentation.
- All expenditures must be reasonable and necessary. The program service provider will provide sufficient documentation to demonstrate compliance with WIOA, corresponding regulations, and relevant OMB circulars. All costs will be supported with documentation that demonstrates reasonableness, allowability, and allocability.
- Case Notes will be created in SC Works Online Services (SCWOS) within 72 hours after services are rendered.
- Program design must include career pathways to non-traditional career fields. See TEGL 19-16 for the definition of non-traditional career pathways.
- As part of the preparation for employment, staff should work with participants to ensure they have a professional resume. This resume should be uploaded in the documents section and the resume section in SCWOS. If the resume is still a work in progress, it should be set to offline until the resume has been updated.
- **The provider of Adult and Dislocated Worker (DLW) services will serve a minimum of 500 participants during the program year of the contract. The contractor is expected to strive to serve more than the minimum. The number expected to be served is subject to change based on the current situation and local funding. The provider must meet at least 80% of this goal. Less than 80% is not meeting.**
- **The provider will maintain a minimum caseload of 70 per Career Coach. If they are a Youth-only Career Coach, the minimum is 50.**
- Recruiting strategies should include partnering with community organizations and information sharing between local area partners and providers.
- Outreach services outside of the centers should also be included in the recruitment efforts in an attempt to engage participation in the WIOA programs.
- All participants in this program must be residents of Berkeley, Charleston, or Dorchester Counties and meet WIOA eligibility and entry guidelines established by the Federal WIOA law and regulations, the South Carolina Department of Employment & Workforce, and TWDB. An exception for the residency requirement must be pre-approved in writing by the BCDCOG Executive Director.
- A minimum of a seventy percent (70%) participant cost rate is required for program cost category expenditures.

- All Businesses served must be located in Berkeley, Charleston, and Dorchester Counties. Exceptions for employers must be pre-approved in writing, by the Executive Director of the BCDCOG.
- 75% of customers served MUST be in the priority of the service group:
Priority must be provided in the following order:
 1. First, veterans and eligible spouses who are also included in the groups are given statutory priority for WIOA Adult formula funding. This means that veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient would receive priority for services with WIOA Adult formula funds for individualized career services and training services.
 2. Second, to non-covered persons (that is, individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA Adult formula funds.
 3. Third, to veterans and eligible spouses who are not included in WIOA's priority groups.
 4. Fourth, priority populations established by the Governor and/or Local WDB.
 5. Last, non-covered persons outside the groups are given priority under WIOA.
 6. Customers not in the Priority of Service Group should only receive training if they meet the self-sufficiency definition in the Trident Area and have demonstrated a need for services. See Self-Sufficiency Definition Policy for more details.

The one-stop delivery system is the foundation of the workforce system. The system provides universal access to career services to meet the diverse needs of adults. The Contractor for the adult program is a required partner in the one-stop delivery system and is subject to the required partner responsibilities. Career and training services, tailored to the individual needs of jobseekers, form the backbone of the one-stop delivery system. While some job seekers may only need self-service or other basic career services like job listings, labor market information, labor exchange services, or information about other services, some job seekers will need services that are more comprehensive and tailored to their individual career needs.

SC WORKS REQUIRED PARTNERS

The Contractor will coordinate the SC Works services offered by required partners and other entities that may serve as one-stop partners. Public Law 113-128 (Section 121(b) (1) (B) of WIOA identifies the entities that are required partners in the local one-stop system. The required partners are:

WIOA T-I Adult, DW, Youth	Migrant Seasonal Farmworkers
Wagner-Peyser	Veterans
Adult Education and Literacy	Youth Build
Vocational Rehabilitation	Trade Act
Career, Technical Education	CSBG (Community Action)
Title V Older Americans Act	HUD
Job Corps	Unemployment Compensation
Native American Programs	Second Chance
Temporary Assistance for Needy Families (TANF)	

PROVISION OF SC WORKS CENTER OPERATIONS:

- The Trident Local Workforce Development Area (LWDA) will follow the state-issued guidance regarding the certification of the SC Works Centers and the SC Works delivery system.
- Local Boards are responsible for the assessment of the comprehensive and satellite/affiliate centers and the SC Works delivery system against the standards outlined in the State Instructions.
- The Contracted Program Service Provider is responsible for ensuring the Jobseeker Services are met.
- The Contracted Program Service Provider should follow all TEGLS with attention to TEGl 04-15 and any other TEGLS pertinent to the operations of the centers. The Contracted Program Service Provider will adhere to local policies and procedures and the WIOA final regulations.

SC Works Center services are currently provided in each county. Agencies representing the partners may vary from county to county. The SC Works Charleston Center serves as the comprehensive SC Works Center in the Trident Region.

<i>Geographic Area</i>	<i>Location:</i>
Berkeley	Berkeley Prosperity Center 500 S. Live Oak Dr., Moncks Corner, SC 29461
Charleston	SC Works Charleston (Comprehensive Center) 1930 Hanahan Road Suite 200, North Charleston, SC 29406
Dorchester	SC Works Dorchester 1325-D Boone Hill Road, Summerville, SC 29483

The SC Works Trident Program Service Provider will be required to collect, review and report monthly services provided within the centers to the Administrative Entity. These reports should detail the numbers of persons processing through each category and the disposition of participants to SC Works/One-Stop partners and contracted service providers. Special emphasis within the reporting process should be placed on the referral of non-UI Adults to the WIOA component of the SC Works One-Stop System.

CUSTOMER SERVICES

Under WIOA, One-Stop centers, their partner programs, and entities that are jointly responsible for the workforce and economic development, educational, and other human resource programs collaborate to create a seamless customer-focused one-stop delivery system that integrates service delivery across all programs and enhances access to the programs' services. The one-stop delivery system includes six core programs: (Title I Adult, Dislocated Worker, and Youth programs, Title II Adult Education and Literacy programs, Title III Wagner-Peyser program, and Title IV Vocational Rehabilitation programs) as well as other required and optional partners identified in WIOA. Through the one-stop centers, these

partner programs and their service providers ensure that businesses and job seekers have a shared client base. The customers will have access to information and services that lead to positive employment outcomes.

Career Services:

In collaboration with SC Works Partners, the Contractor is responsible for the provision of WIOA Career Services. The Contractor is to follow all State Instruction Letters and local policies established by the Trident Workforce Development Board. Under WIOA, career services are classified in the following categories:

Basic Career Services are available to all individuals:

- Determinations of whether the individuals are eligible to receive assistance.
- Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the one-stop delivery system.
- Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs.
- Labor exchange services, including-
- Job search and placement assistance and, in appropriate cases, career counseling, including the provision of:
 - Information on in-demand industry sectors and occupations;
 - Information on nontraditional employment;
 - Information from career profiles and interest inventories, and
- **It is expected that the Services Provider will coordinate with the Business Services Team.**
- Referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, in appropriate cases, other workforce development programs.
- Workforce and labor market employment statistics information including the provision of accurate information relating to local, regional, and national labor market areas, including:
 - Job vacancy listings in such labor market areas.
 - Information on job skills necessary to obtain the jobs.
 - Information relating to local occupations in demand and the earnings, skill Requirements, and opportunities for advancement for such occupation.
- Provision of performance information and program cost information on eligible providers of training services by program, and type of providers, and workforce services by program and type of providers.
- Provision of information in formats that are usable by and understandable to SC Works customers, regarding how the local area is performing on the local performance accountability measures and any additional performance information to the one-stop delivery system in the local area.
- Provision of information in formats that are usable by and understandable to SC Works customers, relating to the availability of supportive services or assistance to include the

following: child care, child support, medical or child health assistance under title XIX or XXI of the Social Security Act, benefits under the supplemental nutrition assistance program (SNAP) established Food and Nutrition Act 2008, assistance through the earned income tax credit under section 32 of the Internal Revenue Code of 1986, and assistance under a State program for temporary assistance for needy families funded under part A of title IV of the Social Security Act and other supportive services and transportation provided through funds made available under such part, available in the local area; and referral to the services or assistance as described above provision of information and assistance regarding filing claims for unemployment compensation.

- Assistance in establishing eligibility for programs of financial aid assistance for training and educational programs that are not funded under WIOA, if determined to be appropriate for an individual to obtain or retain employment.

Job Seeker Services

The Contracted Program Service Provider shall meet all requirements regarding compliance with State and Federal disability laws and procedures for ensuring universally accessible physical and program environments for all customers. It is required that the Contracted Program Service Provider ensure that the SC Works Centers adhere to the standards and expectations outlined in the national Equal Opportunity Self-Assessment Guides and checklists. The Berkeley Charleston Dorchester Council of Governments will monitor the sites annually for compliance. The Contracted Program Service Provider may be required to attend training in program access for customers with disabilities and access to employment programs and services for the disabled. The Program Services Provider shall ensure that the programs are accessible to all customers by meeting ADA requirements. The Berkeley Charleston Dorchester Council of Governments' EO Officer/contact will handle all complaints.

Individualized Career Services may include:

- Comprehensive and specialized assessments of the skills levels and services needs include-
 - diagnostic testing and use of other assessment tools;
 - and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
- Development of an Individual Employment Plan, to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services, and career pathways to attain career objectives.
- Group counseling
- Individual counseling
- Career planning
- Short-term prevocational services, including the development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.
- Internships and work experiences that are linked to careers.

- Workforce preparation activities.
- Financial literacy services.
- Out-of-area job search assistance and relocation assistance.
- English language acquisition and integrated education and training program
- Development of Resumes`

Follow-up Career Services:

Follow-up services, including counseling regarding the workplace, for participants in workforce investment activities, authorized under this subtitle that are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate

The Contractor is responsible for coordinating individualized career services in the SC Works Centers. These services include: Assessment, Individual Employment Plan, Group Counseling, Individual Counseling, Career Planning, Short Term Prevocational Services, Internships, and Work Experiences, Financial Literacy Services, and Workforce Preparation Activities, and see the full list outlined in TEG 03-15.

Assessments:

The Contractor is responsible for following the local workforce area policy on assessments. All assessment test results must be recorded on the applicable assessment screen in SCWOS. Basic Skills Deficient individuals as defined in State Instruction Letter 15-17, Change 2. The Contractor will follow any state instruction letters further defining Basic Skills Deficiency. No minimum TABE scores can be required as a stipulation for enrollment into the WIOA programs. TABE cannot be required to be taken before eligibility. Effective July 1, 2021, seventy-five percent (75%) of adult participants must be low-income, including public assistance recipients, or have basic skills deficient. If an individual is not in the "Priority of Service" group, sufficient documentation in case notes and job search logs demonstrating that the individual needs WIOA services to remove barriers to employment.

Training services:

Training Services can be critical to the employment success of many adults and dislocated workers. There is no sequence of service requirements for "career services" and training. This means that SC Works staff may determine whether training is appropriate regardless of whether the individual has received basic or individualized career services first. Under WIOA, training services may be provided if SC Works staff determine, after an interview, evaluation or assessment, and career planning, that the individual:

- Is unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
- Needs training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career

services alone, and has the skills and qualifications to successfully participate in the selected program of training services.

Training services, when determined appropriate, must be provided through an Individualized Training Account (ITA). Training services must be linked to in-demand employment opportunities in the local area or planning region or in a geographic area in which the adult or dislocated worker is willing to commute or relocate. The selection of training services should be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, informed by the performance of relevant training providers, and coordinated to the extent possible with other sources of assistance.

- **Training Services May Include:**

- Occupational skills training, including training for nontraditional employment;
- On-the-job training (OJT);
- Incumbent Worker Training;
- Programs that combine workplace training with related instruction, which include cooperative education programs;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs;
- Job readiness training is provided in combination with services described in any of clauses 1 through 8.
- Adult Education and Literacy Activities, including activities of English language acquisition and integrated education and training programs, are provided concurrently or in combination with services described in any of clauses 1 through 7.
- Customized training is conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Outreach Services:

The Contracted Program Service Provider shall promote the SC Works Trident System services and ensure that the system is viewed as a part of the state of South Carolina's SC Works System. In collaboration with the Trident Workforce Development Board, BCDCOG staff, system partners, the business community, and WIOA partners. The Program Services Provider shall coordinate the development of outreach strategies to ensure effective outreach and communication for recruiting target populations. The Contracted Program Service Provider shall use all mandated brochures developed by the TWDB or the State and propose additional brochures, as appropriate. WIOA consistently emphasizes the need for services targeted to persons with disabilities and individuals with barriers to employment, including individuals who receive public assistance or are otherwise low income and/or basic skills deficient. Outreach and services shall include efforts to encourage the use of the SC Works system by groups that need employment and training services to become more skilled and employable in the path to financial self-sufficiency.

Follow-Up Services:

Follow-up Services must be provided as appropriate for participants who are placed in unsubsidized employment for up to 12 months after the first day of employment. Counseling about the workplace is an appropriate type of follow-up service. Follow-up services do not extend the date of exit in performance reporting.

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

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

Printed material and other written information at the Center must be language accessible for Trident’s diverse population of job seekers. Whenever feasible, language barriers should be removed so that all visitors to the Center feel welcome and can benefit from the experience. Outreach materials should be available in English and Spanish, when appropriate.

Coordination with Programs under Title IV of the Higher Education Act including Pell Grant and other Financial Aid Sources is required.

Veterans Services:

The Contractor will ensure Veterans are given priority in Eligibility appointments. (Review the Priority of Services for Veterans policy for further details.)

Veterans and eligible spouses of veterans will receive priority of services under all DOL-funded employment and training programs as stipulated in TEGL 5-03. This priority for service applies throughout all phases of WIOA including certification, enrollment, and training. The Contractor is

required to post a notice of priority for services for veterans in an obvious location in the SC Works Center.

CASE NOTES

“If it isn’t documented, it did not happen”!

Case Notes are used throughout the delivery of WIOA services. Case notes should document progress on Individual Employment plans (IEP), document the participant’s progress on meeting their goals, and any changes that occur with the goals and/or objectives. The length of the case note is not important. The value of the content is important. Case notes should include information on missed appointments and attempts to contact. Case notes should include contacts with instructors, employers, etc. to follow the progress in training or employment. For customers in training, case notes should document satisfactory progress, current grade point average, the reasons for extensions in training, etc.

The subject of the case note should be meaningful. The subject should match the content of the case note. (Example: Transportation Problems to Training) and the content MUST include information that defines the activity.

Case notes should support not duplicate information in the activity records and other SCWOS screens. **A case note should be entered at a minimum of every 30 days for all active WIOA customers to show actual communication with customers or attempts at communicating with customers. Contact is considered when there have been communications between both parties. For example, if a message is left and no return response has occurred, this is an attempt to contact and not actual contact. Remember, Case Notes speak in the absence of your presence.**

Priority for Services for Adults - As referenced in Public Law 113-128, title I, Section 134(c)(3)(E), the Trident Workforce Development Board has established priority for individualized career services for adults. Priority for access to career services shall be determined as previously mentioned.

SC WORKS ONLINE SYSTEM/ORIENTATION

The Contractor will be responsible for ensuring that SC Works Trident orientation/informational sessions are provided at least weekly and online. Virtual or online information sessions are a requirement of the SC Works Certification Standards. All SC Works programs require registration in SCWOS and instruction should be provided for registering during the session. Individuals who are interested in pursuing the WIOA program must be provided with an eligibility appointment. No barriers should be put in place to prevent an individual from receiving and/or sitting for an eligibility appointment. The individual will be instructed to bring in eligibility verification documents. If all documents are not brought in at the time of eligibility, complete a partial application to ensure the activity is recorded in SCWOS. All eligibility documents including verification documents must be scanned into SCWOS within 24 hours.

The Contractor will be required to adhere to SCWOS. SCWOS is an online system for WIOA intake, case management, tracking of services, follow-up, and reporting. The WIOA tracking component is designed to help staff better serve WIOA participants and collect accurate information for reporting. Updates to

the SCWOS manuals are available in SCWOS under the Staff Online Resources tab. The Contractor is required to use the document feature in the system to upload and/or scan all documents into the system (except those of confidential nature i.e., medical records, SS Cards, etc.) These documents include but are not limited to verification for Eligibility, Receipt of Information forms, signed ISS, vouchers, training approval documents, documents for supportive services, etc.

Per the South Carolina Department of Employment and Workforce (SCDEW) in State Instruction Number 21-01, the SC Works Online Services (SCWOS) system will be the primary tool used to collect programmatic and fiscal performance data for the dashboard with SCDEW. Implementation of the Advanced Individual Fund Tracking (AIFT) module will support comprehensive fund management capabilities and enable real-time reporting on expenditures related to training programs, supportive services, and other participant activities. The full AIFT module in SCWOS will be used. This means vouchers must be created, approved and payment added to close the vouchers out and track expenditures.

The South Carolina Works Online Services (SCWOS) system is a real-time, online system for WIOA intake, case management, tracking of WIOA/WP/TAA services, follow-up, and reporting. SCWOS was designed with built-in business rules and user-friendly selection lists to ensure data consistency and reduce the number of data entry errors. Text entry has been kept to a minimum (initial input of personal information, case notes, and comments).

ELIGIBLE TRAINING PROVIDER LIST

In light of the passage of the new legislation Workforce Innovation and Opportunity Act (WIOA), there have been substantial changes to the workforce law which includes the Eligible Training Provider List (ETPL) policies and eligibility procedures. The established eligibility criteria and procedures will be made available to State, Local Boards, and WIOA participants, and a list of eligible providers who meet the established criteria will be published. The LWDA will communicate any changes or further instructions regarding the ETPL.

The Contractor may refer participants to eligible service providers only. Eligible service providers are listed in SCPATH.org under Trident. Costs incurred for participants attending institutions/courses of study that are not eligible to receive WIOA funds will be disallowed. Should there be any question about whether an institution and/or course are on the approved list, the LWDA should be contacted.

FACILITATION, PAYMENT & TRACKING OF WIOA PARTICIPANT TRAINING

The Contractor is responsible for payment of ITAs, OJT reimbursements, and, when necessary, supportive service payments to individual participants and to enter amounts paid in the Contractor's financial tracking system. The Administrative Entity's appropriate staff must be given access to financial tracking systems for monitoring purposes.

Communication:

A member of the Contractor's Management staff shall be present at all TWDB meetings.

The Contracted Program Service Provider should maintain and be knowledgeable of all active Trident WIOA/SCWOS Instruction Letters relevant to Operations.

PERFORMANCE STANDARDS

The Contractor's performance standards and other contractual requirements will be evaluated on an ongoing basis to determine the need to de-obligate funds or implement other corrective action if the Administrative Entity determines performance is below standard. This may result in financial penalties.

It is the responsibility of the Contracted Program Service Provider to work with partners, especially those co-located in the centers, to maximize their active participation in the center and to meet and exceed their programs' performance goals. The Contracted Program Service Provider should actively engage partners to make sure they receive the maximum benefit and coordination by being in the Centers.

Below are DOL performance measures: The benchmark for each goal will be disseminated as it is updated.

Performance Measure	PY2026
Adult Employment Rate 2nd Quarter After Exit	80.7%
Adult Employment Rate 4th Quarter After Exit	80.6%
Adult Median Earnings 2nd Quarter After Exit	\$9,995
Adult Credential Attainment Within 4 Quarters After Exit	81.7%
Measurable Skill Gains	70.0%
DW Employment Rate 2nd Quarter After Exit	84.8%
DW Employment Rate 4th Quarter After Exit	84.1%
DW Median Earnings 2nd Quarter After Exit	\$12,058
DW Credential Attainment within 4 Quarters After Exit	76.4%
Measurable Skill Gains	74.1%

The WIOA performance measures are described below:

- **Employment** - To increase employment, as measured by entry into unsubsidized employment (2nd quarter after exit).
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (4th quarter after exit).
- **Median Earnings** - To increase earnings received in unsubsidized employment (median of 2nd quarter wages after exit).
- **Credential Rate** – To increase credentials or diplomas obtained during or immediately after program exit.
 - *Definition: Percentage of participants who obtain a recognized postsecondary*

credential or diploma during participation or within 1 year after program exit.

- **In-Program Skills Gain** – To increase the skills obtained through education leading to a credential or employment during the program year.
 - *Definition: Percentage of participants in education leading to credentials or employment during the program year, achieving measurable gains. Measured in real-time.*
- **Employer Services** – To indicate effectiveness in serving employers.
 - *Employer Penetration Rate* – the percentage of employer establishments using services out of all employer establishments in the state.
 - *Repeat Business Customers Rate* – the percentage of employer establishments using services during the year that also used services within the previous three years.
- **Credential Rate** – Credential Attainment Within 4 Quarters After Exit

The Trident Workforce Development Board also requires that the Contractor maintain a minimum overall “Satisfactory” customer service satisfaction rating from job seekers and employers. See SC Works Certification Standards.

REPORTING & MONITORING

Monitoring is a primary tool for the identification of strengths and weaknesses in the operation of WIOA programs and the delivery of services at the Contractor level. Monitoring will be performed by LWDA staff, Trident Workforce Development Board (TWDB) members, and others involved in the oversight responsibility of the WIOA program.

Monitoring will begin as soon as the contract is fully executed and will be ongoing. The review will cover all aspects of each Contractor’s operation using desk-top and on-site monitoring techniques. The Contractor acknowledges the right and responsibility of the Workforce Development Board and/or its representatives, the State Administrative Entity, and the US Department of Labor (DOL) and/or its representatives under provisions of the WIOA to conduct program oversight or monitoring on an announced and/or unannounced basis where WIOA funds are expended. The Contractor shall further assist cooperatively the agents or representatives of the aforementioned entities when conducting on-site monitoring or audits of WIOA-funded program activities. The Trident Workforce Development Board may impose sanctions on the Contractor when continued non-compliance with this contractual agreement, other policies and procedures of the Workforce Development Board, and the Workforce Innovation and Opportunity Act of 2014 and/or its regulations exist. The Trident LWDA will follow the State’s Instruction Letter 12-12.

FINANCIAL MANAGEMENT REQUIREMENTS

Monthly Financial Status Reports, Requests for Payment Invoices, and Status of Funds Reports are due to the BCDCOG within 10 days after the end of the period.

Monthly Financial Status Reports, Requests for Payment Invoices, and Status of Funds Reports (where applicable) are due to the BCDCOG by 5:00 pm on the tenth (10th) calendar day of the month. If the

tenth falls on a Saturday or Sunday, the reports are due the preceding Friday by 5:00 pm. Late reports and requests will not be processed until the tenth of the following month. Failure to submit financial reports per the LWDA's guidelines will be documented and noted in monitoring and performance evaluation reports.

Budgeted expenses for meetings and/or conferences are allowable when their primary purpose is the dissemination of technical information relating to the WIOA program and when they are consistent with regular practices and local travel policies followed for other activities of the contractor. Allowable costs under WIOA contract awards must be necessary and reasonable for the proper and efficient administration of the program, be justifiable, and be by applicable OMB circulars.

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

The contractor shall not purchase, lease, rent, trade, transfer or dispose of any non-expendable personal property without prior approval of the Administrative Entity. It is understood and agreed by the parties hereto that title to any non-expendable personal property furnished by the US Department of Labor or the Awarding Entity to the contractor for use in connection with programs under this Agreement shall remain vested in the Awarding Entity.

The Operator is the custodian of all assets belonging to the BCDCOG located at SC Works Facilities. An asset Change Form must be submitted to the Operator for all WIOA assets that are relocated, purchased, or removed. All disposals must have prior written approval by the Operator.

The Local Workforce Development Areas (LWDAs) receive a small percentage of their total Adult and Dislocated Worker allocations at the beginning of the program year. The remaining amount becomes available on October 1. No large expenditures, other than training-related costs, will be approved before October 1.

The Contractor will keep a log of all customer service complaints received and the disposition of such complaints. The Contractor will advise the Trident Workforce Development Director immediately if a complaint is filed. This report is due on the 15th day after the quarter-end.

The Contractor shall not enter into sub-contracts for any work contemplated under this Contract and shall not assign this Contract or monies without the prior written consent of the Executive Director or designee.

CUSTOMER FILE MAINTENANCE

Storage space should be maintained in the Comprehensive Center to protect the Personal Identifying Information and confidentiality of the Exited files and store for the appropriate time frame. See Record Retention and the Accessibility, Confidentiality, and Reasonable Accommodation policies for

additional information.

GENERAL

The Contractor agrees to abide by Local Workforce Development Area regulations to ensure that funds are made available for services/training that are required to meet the needs of the participant.

All forms, documents, and information of the Contractor about this contract or mentioned herein will be made available to the Administrative Entity upon request and are subject to review at any time. The Contractor shall maintain records that are sufficient to permit the preparation of reports required by WIOA and to permit the tracking of funds to a level of expenditure adequate to ensure that funds have not been spent unlawfully (Sec. 185 of the WIOA).

All instruction letters and policies, unless otherwise instructed, will still apply under WIOA.

The Contractor shall reimburse any costs determined to be disallowed in connection with the operation of the WIOA contract to the Berkeley Charleston Dorchester Council of Governments (BCDCOG) from non-WIOA fund sources.

The Contractor shall have all partly or fully WIOA-funded staff persons participate in and support professional development efforts initiated or approved by the BCDCOG or Contractor, including regularly announced service provider meetings and appropriate conferences and workshops.

The Contractor shall establish an in-house policy and procedure for recouping non-expendable training equipment (items designed to last more than one year when a WIOA customer leaves training early).

The Contractor acknowledges the right and responsibility of the Trident Workforce Development Board and/or its representatives, the South Carolina Department of Employment & Workforce and/or its representatives, and the US Department of Labor (DOL) and/or its representatives under provisions of the WIOA to conduct program oversight or monitoring on an announced and/or unannounced basis where WIOA funds are expended for WIOA program activities. The Contractor shall further assist cooperatively with the agents or representatives of the aforementioned entities when conducting on-site monitoring or audits of WIOA-funded program activities.

Any changes or modifications to this contractual agreement shall be detailed in writing and executed by both parties. The Contractor may initiate changes or modifications in letter format at any time. Changes or modifications required because of changes in the Workforce Innovation and Opportunity Act or new decisions of the BCDCOG may be made at any time during the period of the contractual agreement.

The Contractor will ensure that all adhere to the records retention requirements as indicated in the Terms and Conditions of this agreement. The Contractor may retrieve the records to ensure that auditable records are available and readily accessible.

It is understood that all major work elements associated with this agreement are outlined in the work statement, terms and conditions, and instruction letters issued by the BCDCOG. However, because employment and training programs are constantly evolving at the federal, state, and local levels and, in the spirit of teamwork and cooperation, Contractors will often be required to perform functions that are not included in these documents. If should occur, full instructions will be provided in the form of an amendment or other specific instructions detailing the change(s)/additional work required.

Staffing:

Timesheets shall be made available to BCDCOG staff during monitoring. The BCDCOG reserves the right to provide input into the hiring and termination of WIOA-funded staff. The Contractor will submit to BCDCOG staff in writing the following items:

- The names of New WIOA hires or resignations/terminations for any reason.
- SCWOS Staff-account activations, changes (within 2 days of hire or change), and deactivations (within 24 hours).

As part of the hiring process, the contractor is required to inform potential hires that their acceptance of a position under this contract agreement neither makes them federal employees nor does it make them employees of Berkeley Charleston Dorchester Council of Governments (BCDCOG). The BCDCOG approves funding for specific positions but does not make personnel decisions for its contractors. However, it is further understood that employees whose positions are funded under the terms of this contract agreement have the right to use the BCDCOG's grievance procedures to challenge a personnel decision that directly affects their employment with the contractor. Unless an employee is unable to access his/her employer's grievance process for some reason, such as its unavailability to temporary contract employees, affected employees must demonstrate that they have utilized the grievance process established by the contractor before filing a grievance with the BCDCOG. The BCDCOG's role in all grievances presented at the LWDA level is to determine whether or not the contractor complied with its personnel policies and procedures as it relates to the specific action the employee is grieving.

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

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

Travel costs for personnel supported by the contract award are allowable when the travel is specifically related to the operation of programs under the Act, and directly benefits the Trident Workforce Area. Payment for travel shall be made only as it applies to the scope of the contract, is necessary and reasonable, and follows all local travel policies. All travel expenditures must follow GSA rates and guidelines.

The Contractor will ensure that, if necessary, due to Rapid Response efforts, personnel vacancies, or

changes in program design, Center staffing schedules will remain flexible to accommodate customer needs.

The Contractor shall provide ongoing training to WIOA-funded staff on aspects of the Americans with Disabilities Act and training on meeting their accommodation needs and effectively communicating with individuals with disabilities.

The Contractor shall provide documented in-depth WIOA program orientation as follows:

- All staff funded under this contract shall receive training on the Work Statement customer data system, financial procedures, WIOA Regulations, and Terms and Conditions. Signed statements by the staff certifying this training will be submitted to the Berkeley Charleston Dorchester Council of Governments within ten (10) days of receipt of the signed contract.

All front-line staff should maintain a copy of the work statement at their workstation for reference.

When questions arise, the work statement should be reviewed before requesting assistance from the LWDA.

With the increased emphasis on customer satisfaction under the Workforce Innovation and Opportunity Act and the SC Works Certification Standards, the Contractor will conduct ongoing customer service training with staff and other partner staff. Workforce Center staff will participate in any training provided by the Trident WDB.

Staff should not be absent from the SC Works Centers without adequate coverage.

The contractor will ensure that sufficient qualified staffing will be available to ensure the successful performance and effective management of the SC Works Trident Centers. Staff will be familiar with the requirements of WIOA and related Federal Regulations, the terms of this contract, and WDA instructions. **Poor staff performance in managing the SC Works centers may result in the Program Services Provider facing financial penalties.**

The BCDCOG should be informed of new hires and staff changes. An updated organizational chart is required when there is a change in the management staff levels.

TWDB POLICIES/INSTRUCTIONS

All WIOA contractors must adhere to the policies, procedures, and instructions as set forth by the TWDB and WIOA. All applicable policies, forms, and instructions will be provided to the Contractor.

CONTINUOUS IMPROVEMENT

Purpose/Meaning of Continuous Improvement:

Continuous Improvement means that there is always room for improvement. No matter how closely excellence is approached, we can always do better. This means that we must constantly look for ways to improve our performance. Quality Improvement Tools must be employed by the Contractor to

identify improvement opportunities, identify root causes and best solutions, monitor improvement opportunities, and measure results. The Contractor is responsible for employing Continuous Improvement principles to ensure quality is built into the services and programs being provided. The Contractor must design processes, programs, and services that enable them to exceed customer expectations and provide a fair return on investment (ROI) to the Trident Workforce Development Board. Pertinent instructions, procedural information, and training will be provided to ensure Contractors become familiar with and effectively implement continuous improvement practices into all WIOA program operations.

Contractor Continuous Improvement Team (CCIT):

To ensure that Contractors are provided guidance and technical assistance regarding TEGLS, State Instruction Letters, and local policies and procedures, the contractors will attend the monthly Contractors Continuous Improvement Team (CCIT) meetings. This will be a time when the BCDCOG Staff will provide technical assistance, address any potential programmatic issues, and distribute information.

In-Service Training:

BCDCOG staff may provide mandatory training for the Contractor on subjects relevant to the program operation, performance, and continuous improvement principles. The In-Service Training times may be scheduled in conjunction with the monthly CCIT meeting.

PUBLICATIONS The Contractor agrees that any publication (written, visual, signs for posting or sound, including press releases, but excluding newsletters, and Issue analyses) issued by the Contractor describing programs or projects funded in whole or in part with federal funds, shall contain the following statement: “Trident Workforce Development Board provides equal opportunity programs. Services are available upon request to individuals with disabilities. TTY: 711”.

The Contractor also agrees that one copy of any such publication will be submitted to BCDCOG to be placed on file and distributed as appropriate to other potential Contractors or interested parties. The BCDCOG may waive the requirement for submission of any specific publication upon submission of a request justification from the Contractor.

COPYRIGHT

Except as otherwise provided in the terms and conditions of this agreement, the Contractor paid through this agreement is free to copyright any books, publications, or other copyright-able materials developed in the course of or under this contract. However, the U.S. Department of Labor (federal awarding agency), South Carolina Department of Employment & Workforce, and/or BCDCOG reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for the federal government, state, or county purpose; the copyright in any work developed under this agreement or through a contract under this agreement; and any rights of copyright to which a Contractor or sub-contractor purchases ownership with WIOA funding support.

The federal and state government's rights, and/or the county's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

OPTION TO EXTEND

Based upon funding availability, the BCDCOG may extend an agreement period of performance if it appears to be in the best interest of the BCDCOG and is agreeable with the Contractor. The total extension may be less than but may not exceed two (2) additional years and may be issued in increments. Similarly, the slot levels and/or the number of participants served and/or associated costs may be adjusted at any time during the agreement period if agreeable with the Contractor and BCDCOG. An extension may be contingent upon the satisfactory performance of this contract.

BUDGET

A copy of the negotiated detailed budget is attached.

SPENDING PLAN

The Contractor will ensure that 25% of the funds are expended by September 30th; 50% of the funds are expended by December 31st, and 75% of the funds are expended by March 31st and 90% by June 30th. If funds are not expended per the attached sanctions policy, the Contractor may face sanctions.

PAYMENT TERMS

No funds will be paid for persons not certified, eligible, enrolled, and initiated as required in the WIOA federal regulations.

TWDB reserves the right to de-obligate underruns that accrue as the result of poor performance or under expenditure. Determinations regarding the amount of the obligation may be based on Contractor reports (financial or programmatic).

The performance of activities may be terminated by the BCDCOG in whole or in part for either cause or convenience as outlined in the Terms and Conditions.

Failure to meet performance on the local, state, and DOL levels may result in penalties. Please see Appendix A – Unsatisfactory Performance Fees.

Payment may not be made for expenses not incurred or earned during the contract period.

The Contractor may not over-expend any negotiated budget line item over 10% without prior authorization. Authorization of any over expenditure of more than 10% must be requested in writing and is subject to approval by the BCDCOG.

Without regard to the date of the parties' signatures, the parties agree that the effective date of this agreement is July 1, 2026.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract under their several seals the day and year first written above.

Ross Innovative Employment Solutions

BCD Council of Governments:

Shawn Brenner
Chief Executive Officer

Ronald E. Mitchum
Executive Director

Attest:

Attest: