

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

The parties included in this MOU are the Upstate Workforce Development Board (LWDB), Chief Elected Officials (CEO), the Upstate SC Works Operator (OSO) and all required partners identified in the Act and other optional partners (Partners).

The LWDB is responsible for developing this MOU with the SC Works partners; designating or certifying SC Works operators; strategic planning; policy development; and oversight.

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

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

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

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

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

With approval of the Local Board and chief elected officials, WIOA also allows other partners to be a part of the workforce system, including local employers and community-based, faith-based, and/or non-profit organizations, as well as employment, education, and training programs provided by public libraries or in the private sector. Optional partner outreach is strongly encouraged as these partnerships are necessary to provide job seekers with the high-quality career, education, and supportive services needed to place them with businesses seeking skilled workers. Optional partners must meet the same conditions as required partners.

Each Partner agrees to:

- (a) Provide access to its programs or activities through the SC Works delivery system, in addition to any other appropriate locations;
- (b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with Federal cost principles in 2 CFR parts 200 and 2900, to:
 - (1) Provide applicable career services; and
 - (2) Work collaboratively with the State and Local Board to establish and maintain the SC Works delivery system. This includes jointly funding the one stop infrastructure through partner contributions that are based upon:
 - (i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to the relative benefits received;
 - (ii) Federal cost principles;
- (c) Enter into an MOU with the Local Board relating to the operation of the SC Works system; and
- (d) Participate in the operation of the SC Works system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements.

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

Purposes:

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

The Parties agree to:

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

- At a minimum, provide electronic access to programs, activities and services:
 - Services provided through electronic means will supplement and not supplant those provided through the physical SC Works delivery system. The term "electronic" includes Web sites, social media, internet chat features, and telephone.

Services

A comprehensive SC Works center is a physical location where jobseekers and employer customers can access the programs, services, and activities of all required SC Works partners. Customers must have access during regular business days at a comprehensive SC Works center. Current hours are Monday – Friday 8:30am to 5:00 pm. The Local Board may establish other service hours at locations to accommodate the schedules of individuals who work on regular business days.

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

Accessibility

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

Certification

Each local area must have at least one certified Comprehensive SC Works center and certified business services. The parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. Chief elected officials and the Local Board will use objective criteria and procedures developed by the State when certifying SC Works centers. The criteria will evaluate the SC Works centers and SC Works delivery system for effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement. Evaluations of effectiveness will include how well the SC Works center integrates available services for participants and businesses, meets the workforce development needs of participants and local employers, operates in a cost efficient manner, coordinates services among the SC Works partner programs, and provides maximum access to partner program services even outside regular business hours. These evaluations will include criteria evaluating how well the centers and delivery systems take actions to comply with the disability-related regulations implementing WIOA. Failure to achieve certification will have a direct impact on the local area's ability to receive funding and deliver services. All partners must work together to establish processes and services to achieve and maintain the required certification.

Center Management

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

Eligibility

Each Partner shall be independently responsible for determining eligibility for their respective programs. The SC Works Operator and other providers of WIOA services may, at their discretion, consider the use of evaluations, assessments, or individual plans created or conducted pursuant to another education or training program under WIOA.

Staff Management

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

Dispute Resolution

All disputes should be handled locally at the lowest level possible and in a timely manner. Disputes should be addressed using approaches that facilitate clear communication and respectful interactions that lead to mutually acceptable solutions. Any party may call a meeting of all parties to discuss and resolve disputes. Should resolution efforts fail, the following informal and formal policies should be followed.

Informal Process:

The following chain of command should be followed to mediate and resolve the issue locally:

- Address peer to peer; if the issues remains unresolved,
- Staff affected report to SC Works Comprehensive Center Manager and SC DEW Regional Manager; if still unresolved,
- Managers listed above should report the situation to the SC Works Upstate Project Director and SC DEW Area Director; if still unresolved,
- Managers listed above should report the situation to the Associate Director of Upstate Workforce Board and SC DEW Director of Workforce Operations.
- If still at an impasse, the Upstate WB Associate Director and the SCDEW Director of Workforce Development will meet with and advise the Executive Directors of each organization of the dispute and what has transpired. At this point, the formal process below should be followed.

*If a dispute is directly related to a position named above and it is not resolved by peer to peer communication, the level above the affected manager should be notified.

Formal Process:

- Should the above issues fail, the situation should be referred to the Chair of the Local Workforce Development Board.
- The Chair shall designate the Executive Committee or create an ad hoc committee of at least five local board members to mediate with the parties involved to resolve the dispute.
- The local board will hear the dispute within 15 days.
- The local board will provide a response in writing within 5 days of the hearing.

- Should local efforts fail, and/or the situation reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.
- The Chair will designate the Executive Committee or an ad hoc committee of at least five SWDB members to mediate with the parties involved and attempt to resolve the dispute.
- The SWDB will hear the dispute and provide a recommendation within 60 days.
- The parties will be notified in writing of the SWDB recommendation within 20 days.
- Should state efforts not be satisfactory, and/or the situation reoccur, either party may send a written request to the USDOL Region 3 regarding mediation.

Modification and Assignment

This MOU may be modified at any time by written mutual agreement of the parties involved. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties.

Termination

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

Oversight

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

SC Works Partner Meetings

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

System Integration and Referral

The Parties will promote system integration to the maximum extent feasible through the cross training of staff, use of common and/or linked information systems and participation in a continuous improvement process designed to improve processes and increase outcomes and customer satisfaction. A key responsibility of each partner is effective referral of customers to the appropriate partner for services. This shall be done in a manner that reduces duplication, promotes a "no wrong door" policy, and ensures tracking of referrals to build accountability. Please see **Attachment C** for referral process and forms. This process and form will be a topic at partner meetings. Modifications to the form and process may be discussed at quarterly partner meetings. Any changes would be voted upon by all participating partners.

Confidentiality

Customer information, on employers and job seekers, will be shared in accordance with separate partner confidentiality agreements. Partners agree that confidentiality of customer information will be maintained at all times. Partners agree to safeguard and protect confidential and personally identifying information

pursuant to applicable Federal and State law, and 2 CFR 200.79. Partners with access to unemployment insurance information from the S.C. Department of Employment and Workforce must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through 170, 20 CFR Part 603, and IRS Publication 1075, which require that certain S.C. Department of Employment and Workforce data be kept confidential.

Grants Management

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

Compliance

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

No Hold Harmless

To the extent allowed under law, no party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by any other party, its employee or agents, in connection with the performance of services pursuant to this agreement.

Liability Insurance

Each partner ensures that it will secure and maintain general tort liability insurance through an authorized carrier in at least the amount in South Carolina Code 15-78-120 of the South Carolina Tort Claims Act. Any liability of the Partner or any claims, damages, losses or cost arising out of or related acts performed by the Partners, or their agents under this agreement shall be governed by the South Carolina Tort Claims Act 15-78-10, et seq.

Severability

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

Assurance and Certifications:

1. The Parties will ensure that no person shall be discriminated against in consideration for or receipt of employment and training services or staff position because of sex, gender identity, sexual orientation, disability, race, color, age, religion, or national origin. Each participant shall have recourse through the appropriate complaint procedure.
2. The Parties will strictly adhere to all Federal, State, and Local laws that pertain to Employment and Training, including Minor Labor and Civil Rights Laws.
3. It is expressly understood and agreed by the Parties that employees performing work within the SC Works system remain at all times employees of their respective agencies.
4. No funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.

5. Each member of the Parties assures that it is an equal opportunity employer and is aware of and shall comply with Equal Opportunity (EO) practices as mandated by state and Federal statutes and regulations.
6. The Parties will not expose employees or customers to surroundings or working conditions which are unsanitary, hazardous, or dangerous. SC Works centers will be operated in accordance with reasonable safety practices.
7. The Parties will each comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

HOW THE COSTS OF THE SERVICES AND THE OPERATING COSTS OF THE SYSTEM WILL BE FUNDED

The Resource Sharing Agreement (RSA) is a plan to fund the costs of the services and the operating costs of the system, including funding of infrastructure costs of one stop centers and funding of the shared services and operating costs of the one stop delivery system. The Partners agree to enter into a *Resource Sharing Agreement (Attachment D)* to support the cost of shared services and jointly occupied facilities. Such agreement shall meet the principle of proportionate responsibility for support of services. Cost allocation among partners shall meet WIOA regulations, Federal Uniform Guidance, state rules, policies and guidelines. Each partner will have a separate Resource Sharing Agreement detailing shared cost which shall be incorporated into this MOU. The SC Works system is a work in progress and its costs and the Partners' resource contributions are based on projections only and may need to be adjusted from time to time to most accurately reflect actual costs and contributions. Each RSA will be negotiated and modified annually.

Impasse Situations

Workforce system partners shall first attempt to resolve all cost-sharing disputes informally in accordance with local policies. The State infrastructure funding mechanism to be implemented in Program Year 2017 will be used when consensus agreement cannot be reached between the Local Board, chief elected officials, and workforce system partners. The State criteria will include the process by which a partner may appeal a determination regarding the portion of funds to be provided under the State funding mechanism.

Duration

This MOU shall be reviewed and renewed not less than once every 3-year period to ensure delivery of services and to reflect any changes in the signatory official of the Board, SC Works partners, and chief elected officials. The fiscal year shall be duly recognized as July 1 through June 30.

Authority and Signatures

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

Effective Date

Without regard to the date of signatures below, the Partners agree the effective date of this agreement is July 1, 2016.

Attachments

A: WIOA Required Services by Partner

B: SC Works Partner Application


C: Referral Process

D: Resource Sharing Agreement

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

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

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


Cheryl Stanton, Executive Director

Date: Sept 30 2016

MOU Attachment A.

Participating Agencies

Upstate Workforce Board
ResCare Workforce Services
SC Dept. of Employment & Workforce (SCDEW)
Spartanburg Community College
Spartanburg County Adult Education
SC Vocational Rehabilitation (SCVRD)
AARP Foundation SCSEP
SC Department of Social Services (DSS)
Piedmont Community Action
Spartanburg Housing Authority
South Carolina Indian Development Council, Inc.
Job Corps
SC Commission for the Blind
USC Upstate Achieve
Youth Stop

Services/Programs

WIOA; Upstate Regional oversight
One-Stop Operator and Adult/Dislocated Worker programs
(Title I of WIOA)
Wagner-Peyser (Title III of WIOA), Unemployment Insurance
(UI), Veterans (LVER/DVOP), Trade Adjustment Assistance
(TAA), and MSFW
Perkins Career and Technical Education program
Adult Education and Family Literacy
(Title II of WIOA)
Rehabilitation Act (Title I of Rehabilitation Act and Title IV of
WIOA)
Senior Community Service Employment Program (SCSEP)
Temporary Assistance for Needy Families (TANF), Medicaid,
and Food Stamps (SNAP)
Community Service Block Grant
HUD funded program; YouthBuild; Second Chance Act
Indian and Native American program
Job Corps program
Rehabilitation Act (Title I of Rehabilitation Act and Title IV of
WIOA)
Youth Program
Youth Program

MOU Attachment B.

**MOU ATTACHMENT B
NEW PARTNER APPLICATION**

Name of Organization:

Mailing Address:

City: **State:** **Zip Code:**

Physical Address:

City: **State:** **Zip Code:**

Telephone: **Fax:**

Services the organization provides:

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.....

What is the target population served by your organization?

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.....

What services do you propose providing and how will these services benefit the customers of the SC Works Upstate Centers?

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.....

MOU ATTACHMENT C

CROSS REFERRAL AGREEMENT

1. The parties agree that each partner shall receive referrals from and make referrals to the SC Works system in accordance with this Cross Referral Agreement.

- (a) Referral Definition

A referral is defined as a good faith effort by each local SC Works Partner to direct customers to the right service at the right time.

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

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

2. Each partner will use the attached referral form or SCWOS Referral in referring individuals for services they are not able to provide. This agreement will be updated to include any necessary performance standards, tracking requirements, etc. as WIOA implementation progresses.
3. The parties agree to make discussion of the referral process (for review and enhancement) a permanent agenda item at all regularly scheduled partner meetings, to include:
 - ◇ Provide feedback on the success of cross-referral arrangements;
 - ◇ Cross-train their respective staffs;
 - ◇ Consider co-enrollment options and practices;
 - ◇ Consider the effect of cross-referrals on mutual performance expectations; and
 - ◇ Constantly improve the joint delivery of services to customers.

ATTACHMENT D

Upstate Workforce Board
(UWB)

and

The Operator and the Department of Employment and Workforce
(Serving Cherokee, Spartanburg & Union Counties)

RESOURCE SHARING AGREEMENT NARRATIVE

July 1, 2016 to June 30, 2017

1. Introduction

- a. This Agreement is between the Upstate Workforce Board (UWB), hereinafter referred to as the "WB", the One-Stop Operator, Arbor E&T, LLC d/b/a ResCare Workforce Services ("RWS"), and the Department of Employment and Workforce (DEW), serving the counties of Cherokee, Spartanburg and Union, hereinafter referred to as the "Partners."
- b. The UWB is the designated and certified Workforce Board for the Upstate Workforce Area. The Operator is Arbor E&T, LLC d/b/a ResCare Workforce Services, competitively procured and selected by the UWB and agreed to by the Local Elected Officials (County Council Chairs of Cherokee, Spartanburg and Union Counties) in accordance with WIOA and its final regulations.
- c. The SC Works Partners are the various organizations identified in the Memorandum of Understanding ("MOU") who, by virtue of their Partner status, have agreed to enter into and abide by partner specific Resource Sharing Agreements.
- d. DEW represents the following required partner programs: Wagner-Peyser (WP) Employment Services, Unemployment Insurance (UI), Veterans Employment and Training, Trade Adjustment Assistance (TAA), and Migrant and Seasonal Farmworker (MSFW).

2. Purpose

- a. The purpose of this Agreement is to define and specify what common costs associated with the Upstate Workforce Area SC Works Centers will be a shared responsibility of all of the Partners and the basis and methodology of pooling and sharing those costs. Furthermore, the Agreement outlines the frequency and process for billing and payment of shared costs.

3. Terms of the Agreement

- a. This Agreement shall become effective July 1, 2016 superseding any previous and similar agreement, and shall remain in force until it terminates on June 30, 2017.
- b. The Agreement may be terminated by the repeal of the Workforce Innovation and Opportunity Act (WIOA) or successive legislation, or by other action of law, or by withdrawal for cause of the parties to the Agreement.
- c. Any party to the Agreement may withdraw from the Agreement by giving written notice of intent at least ninety (90) days prior to withdrawal. Notice of withdrawal shall be given to all parties and to the contact persons listed in the MOU. For purposes of equity and to allow predictability in budget planning, however, the withdrawal of a Partner prior to the end of a budget year shall not relieve that Partner of its obligation to continue to support the SC Works Center budget through the remainder of that current budget year on the basis projected in the Resource Sharing Agreement at the beginning of that budget year.

- d. Should any one Partner withdraw, whether voluntary or involuntary, any and all expenses incurred, up to and including the withdrawal date, are the responsibility of the withdrawing partner, the Agreement will remain in force and in effect with respect to the remaining Partners.
- e. New Partners may be added at any time after a formal application process and approval by the WB board. If a new Partner is accepted by the WB Board, this Agreement shall be modified within thirty (30) days of acceptance in order to account for that Partner's allocable share of costs under the formulation set forth in the remainder of this Agreement.

4. **Shared Costs & Methods of Allocating Shared Costs**

- a. **Shared Facility Costs.** The facility costs are defined as those actual costs related to the facility use, maintenance and operation of the SC Works Upstate centers. Facility Costs shall be borne by those Partners that deliver program services through the SC Works Upstate Centers. These costs vary by facility but may include the following:
 - *Premises* - payment of utilities, rent, floor mat maintenance, janitorial, shredding and other typical facility related costs detailed in each centers budget.
 - *Communication* - Public access Internet & telephone costs
 - *Contractors & Quotes* - Contractors, particularly those involved in, but not limited to, building repairs or maintenance and IT support needs, must be mutually agreed upon by the Upstate and Partners bearing any portion of the expense. Each entity has its own procurement process and steps must be taken to ensure that quotes for service are solicited and evaluated with those needs in mind. Once a need has been determined, the Facility Host/Facility Host Designee is responsible for advising the non-Host partner of the need, securing contractor quotes and submitting this detail for review to pertinent parties on both sides. Contractor selection must be agreed upon by both parties prior to the execution of work.

Additionally, prior to committing to a contractual and/or financial obligation of any kind that would involve payment from DEW or other financially contributing Partners, the Operator must consult with and obtain approval from the contributing Partner(s). Each entity has its own procurement process and is responsible for ensuring that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure by any party (COG, Operator or Partner) to adhere to this standard may result in disputed charges and a refusal to remit payment.

Costs will be shared in accordance with this agreement, including the partners identified in Attachment D-1 to the MOU (RSA Budget). Changes to the list of financially contributing partners included in the budget will result in changes to the allocations for the remaining partners. Therefore, any changes to the list of partners included in the budget must be submitted in a timely manner to all partners of this agreement in the form of a written addendum to ensure fiduciary responsibility and accurate quarterly invoicing. Failure to adhere to this standard may result in disputed proportionate share amounts and failure to remit payment.

- b. **Network Administration & Public Access Support.** Each SC Works Upstate office has public access computers that are available for use by customers and are subject to regular maintenance and software updates. The Operator shall arrange/provide overall systems administration, technical oversight of the Resource Area and Computer Labs and peripheral maintenance. DEW agrees to share in the cost of public access PCs (i.e. necessary and reasonable in-scope costs of resource rooms and shared computer labs) as outlined in the RSA IT Guiding Principles, issued by DEW in 2015. The public access IT costs will be shared proportionately across SCDEW and WIOA based upon the agreed upon square footage methodology percentages. Actual costs must be reconciled and invoiced to DEW quarterly in accordance with the methodology described in the RSA IT Guiding Principles. As part of reconciling IT costs, DEW will be provided a copy of all IT service contracts, including agreed upon work orders and invoices, and any forthcoming modifications.

Shared Network Access. In the case that DEW staff presence is minimal; DEW may request to provide service for DEW staff through a VPN tunnel. A VPN tunnel allows for a "shared" internet connection to be divided into separately managed connections. This method maintains administrative control of DEW connections and equipment without interfering with the Operator's own network management. Any requests for access of this type will be negotiated between the Operator's IT service provider and the Infrastructure and Information Security unit of DEW's Department of Information and Business Solutions (DIBS). Once agreement has been reached and a VPN connection is established and in use by DEW staff, any changes in IT services affecting such connection are prohibited without prior notification to the Information Security unit of DIBS.

Upstate IT Summary for DEW Staff:

Location	Upstate Phones	Upstate Internet	Upstate IT Support
Spartanburg	✓	x- DEW Network	As needed/no contract
Gaffney	✓	✓ (VPN)	As needed/no contract
Union	✓	✓ (VPN)	As needed/no contract

*Upstate internet included in the rent.

Note: Upstate does not have a contract in place for IT support in any of the three locations. Upstate has access to ResCare's corporate IT support, as needed and local providers are also procured and solicited for services on an as needed basis. DEW agrees to share in these costs in accordance with section four (Shared Costs & Methods of Allocating Shared Costs) of this agreement.

Access to Equipment. DEW IT staff shall be granted access to all DEW equipment whether in DEW facility host buildings or non-DEW facility host buildings. The Operator agrees that DIBS staff will maintain access to DEW equipment and be granted access to any other properties to verify ownership through the state property system. If equipment is found on the state property inventory list, the Operator agrees to return the equipment for off-boarding, transfer, and return to ensure proper handling as required by IRS regulations property ownership and resolution of any depreciated value of the equipment.

Network Closets. Network closets contain storage racks which hold all network equipment related to network connectivity in both DEW facility host buildings and non-DEW facility host buildings. DEW-owned equipment must remain accessible to DIBS network staff during normal operating hours and may require after-hours access. Existing internet circuits owned and maintained by DEW may be refitted to better accommodate the total number of staff on any given network and DIBS will provision bandwidth at their own discretion.

Privacy and Personally Identifiable Information (PII). The protection of private and PII data is of the highest priority. DIBS staff is committed to complying with all federal and state laws, regulations, and guidance regarding protection of PII, including IRS Publication 1075. Any suspected breach in data security should be reported to DEW Information Security staff immediately at infosec@dew.sc.gov. In the event data security is suspected of being comprised, DIBS staff will take immediate corrective action, including but not limited to suspending access to data and application resources. Partners agree to safeguard and protect confidential and personally identifying information pursuant to Federal and State law. Partners with access to unemployment information from DEW must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through -170 and 20 C.F.R. § 603. These requirements survive the duration of this agreement.

- c. **Shared Services.** The following services are included in each noted facility:
- a. **Cherokee/Gaffney:** premises rent, utilities, equipment rental/usage, Internet, telephones/fax, shred services, janitorial and common area supplies.
 - b. **Spartanburg:** premises rent (includes: internet, security, parking, janitorial, and utilities), telephones, shred, floor mat services, equipment rental and general equipment.
 - c. **Union:** rent, utilities, internet, telephones, janitorial, and common area supplies.
- d. **Shared Office Supplies.** Partner agencies will be responsible for purchasing standard supplies to be used by their staff. Shared supply costs include public access copier paper, workshop supplies, pens and other office supply items (such as toner and paper for public access copiers/printers, resume paper, and general use supplies such as pens) used to support resource room and group activities in the delivery of common services.
- e. **Equipment costs.** Costs related to the use of rented equipment, such as Xerox machines, etc. (including paper and ink for the machine) will be shared proportionately by the staff/partner using the equipment. DEW staff will no longer share the use of DEW-leased copier machines with partner staff or customers. All DEW staff will be required to use DEW equipment only. The Xerox machines have the capability for file storage, email and fax, and are specifically configured to allow email access within the DEW network only. Partner staff will be responsible for providing the necessary equipment for their staff as well as any necessary customer equipment in public access spaces (i.e. resource rooms). DEW will share in the cost of public access equipment only, as provided by the Operator, and used only by Center customers.

5. Description of Cost Sharing/Allocation Methodologies

- a. *Square Footage* – The Square Footage methodology classifies space based upon its purpose and reasonable methods of determining partners' proportionate share.
 - i. Sole Space – Allocated to one partner 100% of the time
 - ii. Public Access Resource Room – DEW will be responsible for the sole space in which DEW staff occupies on the floor. The remaining square footage will be shared 50/50 by DEW and RWS.
 - iii. Common space/shared by all space- hallways, restrooms, breakroom, clothes closet, lobby, vestibule, computer labs, meetings and meeting rooms. Common/shared space allocation is determined by percentage of sole space plus shared public access space listed above in a.i and a.ii See attached methodology.

6. Facility Hosts

- a. The Upstate WB, through its contracted service provider, is the facility host for the Cherokee, Spartanburg (Comprehensive), and Union facilities. The costs associated with the rent, operation and maintenance of the facilities named above shall be included in this agreement budget and cost allocation plan.
 - **Spartanburg SC Works: 220 East Kennedy Street Spartanburg, SC 29302
 - *Cherokee (Gaffney) SC Works: 111-C Tiffany Park Circle Gaffney, SC 29342
 - Union SC Works: 103 West Main Street Union, SC 29379

*Upstate and DEW have agreed to relocate the Cherokee/Gaffney location from the DEW-owned facility at 133 Wilmac Road in Gaffney to 111-C Tiffany Park Circle in Gaffney. Costs for the current location are not shared by Upstate as they do not have co-located staff. Once a lease for the new location has been fully executed by Upstate and the relocation is complete, DEW agrees to share in the rent, operation and maintenance of the facility in accordance with the same square footage methodology used in Union and Spartanburg in this agreement. Upstate agrees to submit the allocation summary for the new location as soon as the space is leased and the square footage can be measured..

**DEW has agreed to co-locate our staff with Upstate in the Spartanburg Comprehensive SC Works Center located within Spartanburg Community College. Once full co-location of all DEW staff is complete, DEW agrees to share in the rent, operation and maintenance of the facility in accordance with this agreement. This includes any mutually agreed upon one-time up fitting costs (office reconfiguration, IT-related needs, etc.) required for co-location. All costs will be discussed and agreed upon in writing by both parties prior to the execution of any work.

- b. DEW and all of the Partners shall cooperate with the SC Works Upstate Center host agency in maintaining the specific facility in good condition and use the attached Build-

ing Maintenance Procedures (below in section 10).

- c. DEW certifies that it is financially responsible to the Upstate WB for all charges incurred at the Spartanburg, Cherokee, and Union facilities based upon the attached budget and in accordance with this agreement.
- d. The Partners shall comply with all Federal, State, County, Municipal and other governmental statutes, laws, rules, orders, regulations, and ordinances affecting the premises. The records for shared cost payments must be kept for three years per Federal requirement and be available for any Federal or State audit/monitoring purpose.
- e. The Upstate WB, or its designee, shall not enter into a lease agreement to move offices that include partner staff, to include DEW staff, without consulting with partners and the Administration, Support, and Operations Division at DEW prior to the execution of a lease agreement. Once the partners, to include DEW, have agreed to the terms of a lease agreement to move offices that include their staff and the lease has been executed, an addendum to this RSA reflecting the move and any related changes must be executed prior to the move. Routine costs incurred during the month of the relocation will be prorated among all parties.
- f. The Operator agrees that DEW staff will have access to their assigned work areas during standard business hours during the work week and during extended work hours, as special projects, information technology maintenance, extraordinary circumstances or workload may require. The Operator will provide to the DEW staff supervisor access to the main entrance and to the DEW assigned work areas to enable DEW staff to have access during extended hours or emergencies, as needed. DEW agrees the assigned staff supervisor, when possible, will provide advanced notice to the Operator if extended hours, including weekend hours are needed.
- g. Effective August 1, 2016, the use of all tobacco products, including smokeless tobacco and electronic cigarettes, is prohibited by all personnel, contractors, and customers in any facility or on any property owned or controlled by DEW including parking lots, parking garages, sidewalks, and breezeways. Additionally, DEW employees assigned to property locations not controlled by DEW are prohibited from using all tobacco products while on site.
- h. The facility host or lessee shall obtain and hold appropriate and sufficient property insurance as the owner of the Upstate SC Works facilities. Reference Insurance Policies for DEW (more specifically "Tort Liability" and "Building Insurance" Coverage).

Facility Host and Support Contacts:

Mr. Doug Stephenson, Project Director, SC Works Upstate
864.764.1976
dstephenson@scworksupstate.com

Ms. Dana Wood, Upstate WB Associate Director
864.596.2028 ext. 100

wood@upstateworkforceboard.org

7. Reconciliation and Payment of Shared Costs

- a. RWS shall be responsible for invoicing and reconciling all costs under this agreement upon submission of partners' allowable contributions by the 20th of the month following the end of the quarter. Invoices must be submitted along with supporting documentation reflecting actual expenditures. Special reporting requirements may be instituted for the final quarter for the period ending June 30.
- b. The proportionate share methodology shall be calculated by the Operator utilizing the cost allocation plan using actual expenses for the applicable quarter. The reconciliation, detailing each partner's allocable share and supporting documentation reflecting actual expenses, shall be distributed to all applicable partners by the 30th of the month following the end of the quarter.
- c. Partners failing to comply with accurate, full and timely invoice submission to RWS shall be referred to the UWB. RWS shall not be held liable or have reimbursement withheld by UWB as the result of another Partner's failure to pay its agreed upon share of costs. RWS shall not withhold any payments to a Partner because of another Partner's failure to submit a remittance timely.
- d. Should any Partner fail to submit its payments by the deadlines set forth in this Agreement, the partner will be subject to the dispute resolution process outlined in section 8 below. If either Partner disputes any costs, the Partner has twenty (20) business days from receipt of the reconciliation to submit a dispute. RWS shall not be held liable for unpaid amounts by other Partners nor shall it make any payments or advances on behalf of any other Partner who either refuses or cannot pay the amounts allocated to it.

8. Dispute Resolution

All disputes should be handled locally at the lowest level possible and in a timely manner. Disputes should be addressed using approaches that facilitate clear communication and respectful interactions that lead to mutually acceptable solutions. Any party may call a meeting of all parties to discuss and resolve disputes. Should resolution efforts fail, the following informal and formal policies should be followed.

Informal Process:

The following chain of command should be followed to mediate and resolve the issue locally:

- Address peer to peer; if the issues remains unresolved,
- Staff affected report to SC Works Comprehensive Center Manager and SC DEW Regional Manager; if still unresolved,
- Managers listed above should report the situation to the SC Works Upstate Project Director and SC DEW Area Director; if still unresolved,

- Managers listed above should report the situation to the Associate Director of Upstate Workforce Board and SC DEW Director of Workforce Operations.
- If still at an impasse, the Upstate WB Associate Director and the SCDEW Director of Workforce Development will meet with and advise the Executive Directors of each organization of the dispute and what has transpired. At this point, the formal process below should be followed.

*If a dispute is directly related to a position named above and it is not resolved by peer to peer communication, the level above the affected manager should be notified.

Formal Process:

- Should the above issues fail, the situation should be referred to the Chair of the Local Workforce Development Board.
- The Chair shall designate the Executive Committee or create an ad hoc committee of at least five local board members to mediate with the parties involved to resolve the dispute.
- The local board will hear the dispute within 15 days.
- The local board will provide a response in writing within 5 days of the hearing.
- Should local efforts fail, and/or the situation reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.
- The Chair will designate the Executive Committee or an ad hoc committee of at least five SWDB members to mediate with the parties involved and attempt to resolve the dispute.
- The SWDB will hear the dispute and provide a recommendation within 60 days.
- The parties will be notified in writing of the SWDB recommendation within 20 days.
- Should state efforts not be satisfactory, and/or the situation reoccur, either party may send a written request to the USDOL Region 3 regarding mediation.

9. Modification

- a. This Agreement may be modified through the mutual consent of the UWB, RWS and a simple majority of the Partners with thirty (30) days written notice, except as provided in the Memorandum of Understanding with respect to termination or complete withdrawal of a Partner from the WIOA project.
- b. This Agreement shall be reviewed and modified annually to account for changes in the allocation of costs to the Partners.
- c. The parties to the Agreement delegate to RWS the authority to act for the Partners in the execution of minor modifications to the Agreement, as so designated by the UWB.
- d. This is the entire agreement between the parties and supersedes all prior agreements between the parties concerning the subject of this Agreement. Any modification to the Agreement must, to be valid, be in writing, signed, dated by the Partners with the effective date noted, and appended to the original Agreement.

- e. If any provision of this Agreement is found to be unenforceable for any reason, all remaining provisions of the Agreement shall remain in full force and effect.
- f. No waiver of any of the provisions of this Agreement will be deemed, or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.
- f. No Partner may assign their responsibilities under this Agreement without the prior written consent of a majority of the remaining Partners.

10. Service Delivery

- a. SCDEW and WIOA in Cherokee, Spartanburg & Union Counties agree to contribute to the delivery of the following services in the Upstate SC Works system:
 - Greeting and front end services
 - Job vacancy announcements/postings
 - Referrals to employment
 - Employment Workshops
 - Print materials such as brochures, flyers, and information packets detailing the services available
 - Unemployment Insurance access, Veteran and Trade Services
 - Labor Market Information
 - Fax/Phone Access
 - Providing access, support, and training on the SC Works Online Services (SCWOS) System
 - Maintaining a sufficient supply of appropriate SCDEW approved print materials
 - Providing Internet access and IT Support including adequate software and internet access as negotiated in the IT agreements.
 - Researching Labor Market Statistics and Trends and publishing them via email, print, or website as appropriate
 - Share and participate in training opportunities for all SC Works Upstate staff
- b. The SC Works Upstate of Cherokee, Spartanburg & Union Counties expect to derive the following benefits from the SC Works Upstate system.
 - Increase in placements in employment, ultimately resulting in decreasing rates and duration of unemployment.
 - Resources for customers needing assistance with Career Counseling, Literacy, GED, Occupational Training, and other community services.
 - Ensure that employers have a work ready pool of applicants and a point of contact to obtain other employer related services.
- c. DEW staff agrees to provide claimants of UI programs information and assistance with filing claims and connecting with reemployment services. UI will share in the cost of the workforce system through the presence of Reemployment Services and Eligibility As-

assessment (RESEA) staff in all SC Works comprehensive centers. Claimants selected to participate in the RESEA program can receive up to three one-on-one reemployment assessments during their benefit year to help them return to work faster. RESEA staff advises claimants on the wide variety of reemployment services available to them and refers claimants to the services appropriate for their individual needs, including other SC Works partner programs. DEW will make available UI-related training resources to assist all frontline SC Works staff in correctly answering common claimant questions with ease and consistency.

- d. The Workforce Information Portal (WIP) provides a secure method for partner staff to obtain the necessary UI data that is used to determine an individual's potential eligibility for training and employment services programs under WIOA. The WIP also allows all staff to communicate potential UI fraud and availability issues to UI personnel in an efficient and streamlined manner. Sharing such information with UI staff helps to accelerate the claimants' return to suitable employment and ensure their continued eligibility to receive UI benefits. Staff approved for direct access to the WIP, including Partners, are required to execute a separate confidentiality agreement specific to the WIP prior to gaining access. The Partners agree to use the WIP for WIOA program eligibility purposes and to communicate potential UI eligibility issues to UI staff through the WIP in accordance with DEW policies and procedures.

11. Facility Host – Building Maintenance Procedures

1. Since no facilities are owned, the landlords may be responsible for the majority of building maintenance and repair work in Cherokee, Union and Spartanburg. Any cost not covered by the landlord will be presented as shared cost by partners within each center. Bids will be solicited based on the following:
 - A. For bids under \$ 2,500, the Operator should establish a "fair and reasonable" price for these repairs by contacting more than one vendor. This information can be obtained through verbal communication with vendors and then documented according to: date of contact, name of company contacted, person contacted, and quoted amount. The Operator and the DEW Regional Manager (or Agreement Manager) must approve all expenses prior to the execution of work.
 - B. For bids over \$2,500, the Operator will provide guidance as needed to secure services according to accepted procurement practices. All bids in this category will be reviewed and discussed with DEW and mutual consent obtained prior to the execution of work.
 - C. Should partners not agree to repair and maintenance expenses as quoted, the dispute resolution process as indicated above should be used.
 - D. If an expense is disputed and the need is essential to the operation of the facility, the Upstate WB can grant approval. When the dispute is resolved, cost will be shared

appropriately and as agreed to in the dispute resolution process by the non-host partner.

- E. *Capital Improvement & Current Repair Needs.* Facility hosts with capital improvement needs of any nature must address those needs independent of this RSA agreement and budget. Such repairs could be unresolved ADA modifications (unless agreed to by both parties in writing prior to the execution of any work), roof repairs, HVAC replacement, etc. Capital improvement shall be the sole financial responsibility of the facility host. However, maintenance and repairs occurring from daily operations will be shared proportionately utilizing the agreed upon cost sharing methodology.

12. Assurances

- A. This agreement will be interpreted under South Carolina Law or federal law as applicable.
- B. Each partner warrants that it will comply with all federal, state and/or local laws and regulations that apply to this agreement, including but not limited to, WIOA and its applicable rules and regulations.
- C. Functions or separateness mandated by state or federal law will not be violated or abridged in the pursuit of co-location of center partners.
- D. Partners obtain agreement with other partners prior to entering into a contractual obligation that involves shared funds.
- E. Areas designated as common areas within the partnership facilities may be used by all partners. These areas will be maintained, by the building owner or leaseholder, in good condition and in compliance with the applicable provisions of the Americans with Disabilities Act, and the regulations issued thereunder.
- F. Partners will participate in developing a coordinated planning process. This process will assist the partners in identifying the needs of the local workforce and the business community and help set priorities for services based on those needs.
- G. Partners will participate in the development of the center's procedures, policies, business plan, operational agreement and accounting processes as applicable.
- H. Partners agree to safeguard and protect confidential and personally identifying information pursuant to Federal and State law. Partners with access to unemployment information from DEW must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through -170 and 20 C.F.R. § 603. These requirements survive the duration of this agreement.
- I. Partners will participate in establishing processes for center/system client flow, assessment/case management, job development, referrals, placements, staff capacity building, space requirements, standards of operations, and resolution of disputes with other system partners.

- J. The designated Operator will serve as the fiscal agent and is responsible for accounting and other fiscal and administrative activities for the center. Fiscal and administrative costs will be allocated to the partners according to the terms of the Cost Allocation Plan.

13. Agreement Management

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

County: Spartanburg - Upstate Workforce Board
Name: Dana L. Wood
Address: PO Box 5666, Spartanburg, SC 29304
Phone: 864-596-2028 ext. 100
Fax: n/a
E-Mail: wood@upstateworkforceboard.org

DEW: Policies and Procedures
Name: Abby Linden
Address: PO Box 995 Columbia, SC 29202
Phone: 803-737-3198
Fax: 803-737-0495
E-Mail: alinden@dew.sc.gov

14. Authority and Signatories

- a. The individuals signing have the authority to commit their respective organizations to the terms of this Agreement and do so by signature below.
- b. This Agreement may be executed in one or more counterparts, should that at any time be more convenient to the signatories, and the originals of which, when taken together and bearing the signature of all parties to the Agreement, shall constitute one and the same Agreement.
- c. Without regard to the date of signatures below, the Partners agree the effective date of this Agreement is July 1, 2016.

This agreement between the Upstate WB and DEW is in effect beginning 7/1/2016 and ending 06/30/2017. This agreement may be modified or terminated by following the terms in sections three (3) and section eight (8) of this agreement. The fiscal year shall be duly recognized as July 1 through June 30 of each calendar year.

This agreement applies to both Upstate WB and DEW and by signing this agreement both parties agree to all of the terms and conditions and payment terms herein.

PY 2016 Q1 RSA Allocations

Supplies - Shared Costs*

Facilities

Communications – Phone Lines - Shared

Communications – Internet - Shared

Equipment Rental*

Premises – Rent, Electric, Cleaning, Water, Sewer, Mail Hndl

Miscellaneous - Document Shredding, Floor Mats, Etc.

Spartanburg		
ACHIEVE	SCDEW	WIOA
0.000%	32.719%	67.281%
16.478%	22.945%	60.578%
16.478%	22.945%	60.578%
0.000%	32.719%	67.281%
16.478%	22.945%	60.578%
16.478%	22.945%	60.578%

* Copier Related Costs at facilities with assigned copier codes by department are charged by copier metered usage

* Achieve orders their own supplies in Spartanburg. Their percentage was prorated between SCDEW and WIA in order to share 100% of costs.

AREA/OFFICE NUMBER	Type of Usage	Currently Used By	WIOA		SC DEW		ACHIEVE		TOTAL
			Percentage	Square Footage	Percentage	Square Footage	Percentage	Square Footage	
Office 125B	Sole Space	Achieve		90					
Office 125C	Sole Space	Achieve		90					
Achieve Copier Area in Partner Space 129	Sole Space	Achieve		21					
Office 132	Sole Space	Achieve		135					
Total Space Allocated 100% to Achieve				336					
Partner Space - 1 cubicle 129	Sole Space	SC DEW		36					
Total Space Allocated 100% to SC DEW				36					
Staff office 117	Sole Space	WIOA							
Staff office 125	Sole Space	WIOA	100.00%	158					
Staff office 125A	Sole Space	WIOA	100.00%	107					
Small Closet 125	Sole Space	WIOA	100.00%	105					
Staff office 128	Sole Space	WIOA	100.00%	8					
Staff office 128A	Sole Space	WIOA	100.00%	121					
Staff office 128B	Sole Space	WIOA	100.00%	119					
Partner Space - 2 cubicles	Sole Space	WIOA	100.00%	120					
Staff office 132A	Sole Space	AAIRP	100.00%	72					
Staff office 132 B	Sole Space	WIOA	100.00%	142					
Staff office 133	Sole Space	WIOA	100.00%	147					
Staff office 134	Sole Space	WIOA	100.00%	284					
Staff office 134A	Sole Space	WIOA	100.00%	167					
Empty	Empty	Empty	100.00%	167					
Other Unallocated Space	Empty	Empty	100.00%	167					
Total Space Allocated 100% to WIOA			100.00%	458					
				2,342					
Resource Room 102	Equally Shared WIOA/DEW	Public Access Resource							
Classroom 103	Shared - 2a	Shared Direct by Time	50.00%	799					
Lab 105	Shared - 2a	Shared Direct by Time	21.50%	71					
Lab 112	Shared - 2b	Shared Direct by Client	11.00%	65					
Training Room 113	Shared - 2b	Shared Direct by Client	50.00%	549					
Training Room 114	Shared - 2b	Shared Direct by Client	50.00%	745					
Primary Copier Area 118	Shared - 2b	Shared Direct by Client	50.00%	745					
File Room 130	Shared - 2a	Shared Direct by Time	50.00%	126					
Shared Direct Space Total			90.00%	420					
				5,107					
Total Sole and Shared Space [Footage]				2,396					
				1,759					
				953					
				5,107					

Total Sole and Shared Space (Percentage)		7.821	4.738	1.795	1.289	7.821
Kennedy Street Highway 122						
Common/Indirect	All	864	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Westbule 100	48	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Resource Lobby 101	79	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Maintenance 104	705	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Clothes Closet 106	144	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Public Restroom 108	46	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Public Restroom 109	142	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Break Room 116	142	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Server room 121	312	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Partner Space 129	112	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Call to to restrooms 129	2,155	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Staff Restroom 131	340	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Staff Restroom 131 A	49	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Staff Restroom 131 B	49	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Staff Restroom 131 C	49	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Storage 132	49	60.578%	22.945%	16.478%	100.000%
Common/Indirect	Common Indirect Space Total	5,279	60.578%	22.945%	16.478%	100.000%
Total Billed Square Footage Spartanburg Office						
		13,100		1,211	870	5,279

Space Lease Costs Per Month

Annualized Lease Costs

Indirect Expenses Other Than Lease Costs Allocated by Sole/Shared Space Usage (See attached page)

Q1 P Budget - Spartanburg Co-Located
Spartanburg

**SUPPLIES - SHARED (ITEM 1)
FACILITIES**

Communications - Phone Lines - Shared
Office Equipment Rental
Premises - Rent
Premises - Utilities*
Premises - Janitorial, etc.*
Miscellaneous - Document Shredding, Floor Mats, etc.

	Annual Budget \$	SCDEW Portion \$	WIOA Portion \$	Achieve Portion \$	Total Verification \$
	750.00	245.39	504.61	-	750.00
	\$1,395.00	\$320.08	\$845.06	\$229.86	\$1,395.00
	\$1,350.00	\$441.71	\$908.29	\$0.00	\$1,350.00
	\$32,750.00	\$7,514.46	\$19,839.15	\$5,396.39	\$32,750.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$325.00	\$74.57	\$196.88	\$53.55	\$325.00
FACILITIES - TOTAL (ITEM 2)					
TOTAL ACTUAL COSTS	\$36,570.00	\$8,596.21	\$22,293.98	\$5,679.81	\$36,570.00

*These costs included in rent paid to SCC in Spartanburg

Q2 - Q4 PY 2016 RSA Allocations - Co-Located Spartanburg

Supplies - Shared Costs**

Facilities

Communications - Phone Lines - Shared

Communications - Internet - Shared

Equipment Rental**

Premises - Rent, Electric, Cleaning, Water, Sewer, Mail Hndl

Miscellaneous - Document Shredding, Floor Mats, Etc.

Spartanburg			
ACHIEVE	SCDEW	SCDSS	WIOA
0.000%	38.158%	2.057%	59.785%
16.478%	31.871%	1.718%	49.934%
16.478%	31.871%	1.718%	49.934%
0.000%	38.158%	2.057%	59.785%
16.478%	31.871%	1.718%	49.934%
16.478%	31.871%	1.718%	49.934%

* Achieve orders their own supplies. SCDEW orders supplies for their employees. The percentage of shared supplies for clients was prorated among SCDEW, SC DSS and WIOA in order to share 100% of those costs.

** Copier Related Costs at facilities with assigned copier codes by department are charged by copier metered usage - Achieve has own machine

SPARTANBURG SQUARE FOOTAGE ALLOCATION METHODOLOGY

AREA/OFFICE NUMBER	Type of Usage	Currently Used By	WFOA	SC DSS	SC DEW	ACHIEVE	TOTAL
			Square Footage	Percentage	Square Footage	Percentage	Square Footage
Lab 105	Sole Space	Achieve	475				
Classroom 113B	Sole Space	Achieve	198				
Office 125B	Sole Space	Achieve	90				
Office 125C	Sole Space	Achieve	90				
Achieve Copier Area in Partner Space 129	Sole Space	Achieve	21				
Office 127	Sole Space	Achieve	133				
Total Space Allocated 100% to Achieve			1,007				
Office 125A	Sole Space	SC DSS	105				
Total Space Allocated 100% to SC DSS			105				
Staff Office Lobby	Sole Space	SC DEW	66				
Resource Room 4 cubicles	Sole Space	SC DEW	57				
Resource Room 2 cubicles	Sole Space	SC DEW	228				
Classroom 101	Sole Space	SC DEW	10				
Staff Office 128	Sole Space	SC DEW	330				
Staff Office 128A	Sole Space	SC DEW	121				
Partner Space 6 cubicles 129	Sole Space	SC DEW	119				
Total Space Allocated 100% to SC DEW			1,204				
Lab 105	Sole Space	Achieve	119				
Classroom 113B	Sole Space	Achieve	54				
Staff office 117	Sole Space	WFOA	158				
Staff office 125	Sole Space	WFOA	107				
Small Closet 126	Sole Space	WFOA	8				
Staff office 128B	Sole Space	WFOA	107				
Partner Space 2 cubicles	Sole Space	WFOA	120				
File Room 130	Sole Space	AARP	72				
Staff office 132A	Sole Space	WFOA	420				
Staff office 132 B	Sole Space	WFOA	142				
Staff office 134	Sole Space	Empty	147				
Staff office 134A	Sole Space	WFOA	167				
Staff office 134B	Sole Space	WFOA	167				
Other Unallocated Space	Empty	WFOA	167				
Total Space Allocated 100% to WFOA			2,308				
Resource Room 102	Public Access Resource	Equally Shared WFOA/DEW	1,360				
Primary Copier Area 138	Shared - Tied to Resource	Equally Shared WFOA/DEW	126				
Equally Shared WFOA/DEW			1,486				
Total Sole and Equally Shared Space (Footage)			6,210				
Total Sole and Equally Shared Space (Percentage)			3,051				
Kennedy Street Highway 122	Common/Shared	All	864				
Nestle 100	Common/Shared	All	48				
Resource lobby 101	Common/Shared	All	582				
Maintenance 102	Common/Shared	All	144				
Cloth Closet 106	Common/Shared	All	46				
Public Restroom 108	Common/Shared	All	142				
Public Restroom 109	Common/Shared	All	142				
Lab 112	Common/Shared	All	549				
Training Room 113A	Common/Shared	All	493				
Break Room 116	Common/Shared	All	745				
Server Room 121	Common/Shared	All	312				
Partner Space 129	Common/Shared	All	1,918				
Hall to restrooms 129	Common/Shared	All	340				
Staff Restroom 131	Common/Shared	All	49				
Staff Restroom 131 A	Common/Shared	All	49				
Staff Restroom 131 B	Common/Shared	All	49				
Staff Restroom 131 C	Common/Shared	All	49				
Conference Room 133	Common/Shared	All	284				
Storage 187	Common/Shared	All	73				
Common/Shared Space Total			6,590				
Total Billed Square Footage Spartanburg Office			13,100				
Space Lease Costs Per Month			\$ 10,936.67				

Space Lease Costs Per Month

Annualized Lease Costs

Indirect Expenses Other Than Lease Costs Allocated by Sole/Shared Space Usage (See attached page)

Q2 - FY16 Budget - Spartanburg Co-Located

Spartanburg

SUPPLIES - SHARED (ITEM 1)

FACILITIES

Communications - Phone Lines - Shared

Office Equipment Rental

Premises - Rent

Premises - Utilities

Premises - Janitorial, etc.

Miscellaneous - Document Shredding, Floor Mats, etc.

FACILITIES - TOTAL (ITEM 2)

TOTAL ACTUAL COSTS

Annual Budget	SCD&W Portion	SC DSS Portion	WIOA Portion	Achieve Portion	Total Verification
\$ 2,250.00	\$ 858.56	\$ 46.29	\$ 1,345.15	\$ -	\$ 2,250.00
\$6,105.00	\$1,945.69	\$104.91	\$3,048.44	\$1,005.95	\$6,105.00
\$4,050.00	\$1,545.40	\$83.32	\$2,421.28	\$0.00	\$4,050.00
\$98,250.00	\$31,312.81	\$1,688.30	\$49,059.70	\$16,189.18	\$98,250.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$975.00	\$310.74	\$16.75	\$486.85	\$160.66	\$975.00
\$111,630.00	\$35,973.20	\$1,939.58	\$55,361.42	\$17,355.79	\$111,630.00

*These costs included in rent paid to SCC in Spartanburg

PY 2016 RSA Allocations - Union

Supplies - Shared Costs*

Facilities

Communications – Phone Lines - Shared

Communications – Internet - Shared

Equipment Rental

Premises – Rent, Electric, Cleaning, Water, Sewer, Mail Hndl

Miscellaneous – Document Shredding, Floor Mats, Etc.

Union	
SCDEW	WIOA
47.506%	52.494%
47.506%	52.494%
47.506%	52.494%
47.506%	52.494%
47.506%	52.494%
47.506%	52.494%

*Supplies for SCDEW staff are provided by SCDEW. Shared supplies for clients are divided based on above percentages.

UNION SQUARE FOOTAGE LOCATION METHODOLOGY

AREA/OFFICE NUMBER	Type of Usage	Currently Used By	Square Footage	Percentage	WIOA	Percentage	Square Footage	Percentage	SC DEW	Percentage	Square Footage	Percentage	TOTAL
Katherine's Office	Sole Space	WIOA	104	100.00%									
Office 3	Sole Space	WIOA	98	100.00%			104	100.00%					104
Total Space Allocated 100% to WIOA			202				202						202

Total Space Allocated 100% to SC DEW			0						100.00%		0		0
			0								0		0

Resource Room	Shared	Shared Evenly by Partners	545	50.00%			273	50.00%			273	100.00%	545
Office opposite manager office	Shared	Shared Evenly by Partners	848	50.00%			424	50.00%			424	100.00%	848
Copy area	Shared	Shared Evenly by Partners	98	50.00%			49	50.00%			49	100.00%	98
Break area	Shared	Shared Evenly by Partners	88	50.00%			44	50.00%			44	100.00%	88
Women's restroom	Shared	Shared Evenly by Partners	104	50.00%			52	50.00%			52	100.00%	104
Men's restroom	Shared	Shared Evenly by Partners	110	50.00%			55	50.00%			55	100.00%	110
Front office	Shared	Shared Evenly by Partners	92	50.00%			46	50.00%			46	100.00%	92
Office 2	Shared	Shared Evenly by Partners	100	50.00%			50	50.00%			50	100.00%	100
Office 4	Shared	Shared Evenly by Partners	104	50.00%			52	50.00%			52	100.00%	104
Office 5	Shared	Shared Evenly by Partners	104	50.00%			52	50.00%			52	100.00%	104
Office 6	Shared	Shared Evenly by Partners	104	50.00%			52	50.00%			52	100.00%	104
Hall outside 6 offices	Shared	Shared Evenly by Partners	104	50.00%			52	50.00%			52	100.00%	104
Remainder of common areas	Shared	Shared Evenly by Partners	414	50.00%			207	50.00%			207	100.00%	414
Total Shared Space		Shared Evenly by Partners	1,033	50.00%			517	50.00%			517	100.00%	1,033
Total Sole and Shared Space (Footage)			3,848				1,924				1,924		3,848

Total Sole and Shared Space (Percentage)			4,050				2,126				1,924		4,050
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Total Billed Square Footage Union Office			4,050				52.494%				47.506%		100.000%
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Space Lease Costs Per Month			\$ 500.00				\$ 262.47				\$ 237.53		\$ 500.00
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Annualized Lease Costs			\$ 6,000.00				\$ 3,149.63				\$ 2,850.37		\$ 6,000.00
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Indirect Expenses Other Than Lease Costs Allocated by Sole/Shared Space Usage (See attached page)

PY16 - Budget

Unio.

SUPPLIES - SHARED (ITEM 1)

FACILITIES

Communications - Phone Lines - Shared					
Communications - Internet - Shared					
Office Rent					
Office Equipment Rental					
Premises - Utilities					
Premises - Janitorial, etc.					
Miscellaneous - Document Shredding, Floor Mats, etc.					
FACILITIES - TOTAL (ITEM 2)					
TOTAL ACTUAL COSTS					
	\$ 1,000.00	\$ 475.06	\$ 524.94	\$ 1,000.00	
	\$3,120.00	\$1,482.19	\$1,637.81	\$3,120.00	
	\$1,200.00	\$570.07	\$629.93	\$1,200.00	
	\$6,000.00	\$2,850.37	\$3,149.63	\$6,000.00	
	\$0.00	\$0.00	\$0.00	\$0.00	
	\$11,000.00	\$5,225.68	\$5,774.32	\$11,000.00	
	\$2,700.00	\$1,282.67	\$1,417.33	\$2,700.00	
	\$410.00	\$194.78	\$215.22	\$410.00	
	\$25,430.00	\$12,080.82	\$13,349.18	\$25,430.00	

*Supplies for SCDEW staff are provided by SCDEW. Shared supplies for clients are divided between SCDEW and WIOA.

LOCATION METHODOLOGY

AREA/OFFICE NUMBER	Type of Usage	Currently Used By	WIOA		SC DEW		TOTAL
			Percentage	Square Footage	Percentage	Square Footage	
1/2 Anterior Office	Sole Space	WIOA					
Total Space Allocated 100% to WIOA			100.00%	74			74
				74			74
1/2 Anterior Office	Sole Space	SC DEW					
Total Space Allocated 100% to SC DEW				74	100.00%	74	74
						74	74
Reception	Shared	Shared Evenly by Partners					
Resource Room	Shared	Shared Evenly by Partners	50.00%	82	50.00%	82	164
Conference Room	Shared	Shared Evenly by Partners	50.00%	64	50.00%	64	127
Hallway	Shared	Shared Evenly by Partners	50.00%	90	50.00%	90	179
Restroom 1	Shared	Shared Evenly by Partners	50.00%	27	50.00%	27	55
Restroom 2	Shared	Shared Evenly by Partners	50.00%	21	50.00%	21	42
IT Room	Shared	Shared Evenly by Partners	50.00%	19	50.00%	19	38
Back Hallway and Rear Exit Area	Shared	Shared Evenly by Partners	50.00%	20	50.00%	20	40
Total Shared Space		Shared Evenly by Partners	50.00%	146	50.00%	146	291
				469		469	646
Total Sole and Shared Space (Footage)				543		543	
Total Sole and Shared Space (Footage)				1,086		1,086	
Total Sole and Shared Space (Percentage)							
Total Sole and Shared Space (Percentage)				50.000%		50.000%	100.000%
Total Billed Square Footage Gaffney Office							
				1,086		543	1,086
Rent Per Month							

PY16 Budget - Cherokee
Gaffn.,
SUPPLIES - SHARED (ITEM 1)*
FACILITIES

Communications - Phone Lines - Shared					
Communications - Internet - Shared					
Office Equipment Rental					
Premises - Rent					
Premises - Utilities					
Premises - Janitorial, etc.					
Miscellaneous - Document Shredding, Floor Mats, etc.					
FACILITIES - TOTAL (ITEM 2)					
TOTAL ACTUAL COSTS					

Annual Budget	SCDEW Portion	WIOA Portion	Total Verification
\$ 1,100.00	\$ 550.00	\$ 550.00	\$ 1,100.00
\$3,600.00	\$1,800.00	\$1,800.00	\$3,600.00
\$750.00	\$375.00	\$375.00	\$750.00
\$2,800.00	\$1,400.00	\$1,400.00	\$2,800.00
\$16,620.00	\$8,310.00	\$8,310.00	\$16,620.00
\$4,000.00	\$2,000.00	\$2,000.00	\$4,000.00
\$2,400.00	\$1,200.00	\$1,200.00	\$2,400.00
\$600.00	\$300.00	\$300.00	\$600.00
\$31,870.00	\$15,935.00	\$15,935.00	\$31,870.00

*Supplies for SCDEW staff are provided by SCDEW. Shared supplies for clients are divided between SCDEW and WIOA.