

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 Board (LWB), Chief Elected Officials (CEO), the Upstate SC Works Operator (OSO) and the required partners identified in the Act and other optional partners (hereinafter referred to as “Parties”). The partners’ respective programs are identified on the signature pages of this agreement.

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

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

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

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

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

1. Adult, Dislocated Worker, and Youth Programs
2. Adult Education and Family Literacy Act Programs
3. Wagner-Peyser Employment Services Programs
4. Rehabilitation Programs for Individuals with Disabilities
5. Post-Secondary Education Programs (Perkins)
6. Community Services Block Grant Employment and Training Activities
7. Native American Programs
8. HUD Employment and Training Activities (none in our workforce region)
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 (none in our workforce region)
16. Temporary Assistance for Needy Families (TANF) Programs
17. Second Chance Programs- Goodwill GoodStart

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

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

Each Partner agrees to:

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

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

Purposes:

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

The Parties agree to:

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

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

Services

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

Career Services

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

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

Unemployment Insurance (UI) Services

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

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

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

Accessibility

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

Certification

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

provides maximum access to partner program services even outside regular business hours. These evaluations will include criteria evaluating how well the centers and delivery systems take actions to comply with the disability-related regulations implementing WIOA. All Parties must work together to establish processes and services to achieve and maintain the required certification.

Center Management

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

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

Eligibility

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

Staff Management

- a. Each partner shall be responsible for providing the direct supervision and control of its staff in such matters as selection and hiring decisions, personnel planning and evaluation, salary and benefits and other matters directly pertaining to an employer-employee relationship. Each Partner will facilitate cross training opportunities and cooperative staffing arrangements within the Centers, as appropriate.
- b. Regardless of role or position, all staff within the SC Works system is expected to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management bears a responsibility to ensure that respectful behaviors are exhibited at all times and to address those which are not in accordance with ***Attachment D, SC Works Civility Policy***.

Dispute Resolution

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

1. Should informal efforts fail, the authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), shall meet to mediate and resolve the situation.
2. Should these efforts fail, the situation shall be referred to the chair of the Local Workforce Development Board who shall designate an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail, and/or situations reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.
4. The Chair will designate the Executive Committee or an ad hoc committee of at least five SWDB members to mediate with the parties involved and attempt to resolve the dispute.
5. The SWDB will hear the dispute and provide a recommendation within 60 days.
6. The parties will be notified in writing of the SWDB recommendation within 20 days.

Modification and Assignment

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

Termination

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

Oversight

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

SC Works Partner Meetings

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

System Integration and Referral

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

Confidentiality

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

with applicable laws, including ensuring that Confidentiality Agreements with DEW are executed and maintained by active system users. Each Party expressly agrees to take measures to provide that no PII or other personal or confidential information is accessible by unauthorized individuals.

- c. Customer information, on employers and job seekers, will be shared in accordance with separate partner confidentiality agreements. Parties agree that confidentiality of customer information will be maintained at all times. Parties agree to safeguard and protect confidential and personally identifying information pursuant to applicable Federal and State law, and 2 CFR 200.79. Parties with access to unemployment insurance information from the S.C. Department of Employment and Workforce must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through 170, 20 CFR Part 603, and IRS Publication 1075, which require that certain S.C. Department of Employment and Workforce data be kept confidential. These requirements survive the duration of this agreement.
- d. With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. 1232g and 34 CFR Part 99.
- e. With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Grants Management

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

Compliance

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

Liability Insurance

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

Severability

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

Assurances and Certifications:

1. The Parties will ensure that no person shall be discriminated against in consideration for or receipt of employment and training services or staff position on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender

status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief. Each participant shall have recourse through the appropriate complaint procedure.

2. The Parties will strictly adhere to all Federal, State, and Local laws that pertain to Employment and Training, including Minor Labor and Civil Rights Laws.
3. It is expressly understood and agreed by the Parties that employees performing work within the SC Works system remain at all times employees of their respective agencies.
4. No funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.
5. Each member of the Parties assures that it is an equal opportunity employer and is aware of and shall comply with Equal Opportunity (EO) provisions as mandated by state and Federal statutes and regulations.
6. The Parties will not expose employees or customers to surroundings or working conditions which are unsanitary, hazardous, or dangerous. SC Works centers will be operated in accordance with reasonable safety practices.
7. The Parties will each comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

INFRASTRUCTURE FUNDING AGREEMENT (IFA)

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

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

Spartanburg SC Works Center (Comprehensive)	
Center Manager Name, Title: Deivis Henao, Comprehensive Center Manager	Phone: 864-764-1966
Address: 220 E. Kennedy St., Spartanburg, SC 29302	Email Address: dhenao@scworksgreaterupstate.com
Operating Hours: 8:30am-5:00pm Monday-Friday	Website: www.scworksgreaterupstate.com
Cherokee SC Works Center (Satellite)	
Center Manager Name, Title: Deivis Henao,	Phone: 864-342-7207

Center Manager	
Address: 111-C Tiffany Park Circle Gaffney, SC 29341	Email Address: dhenao@scworksgreaterupstate.com
Operating Hours: 8:30am-1:00pm and 2:00-5:00 p.m. Monday-Friday Closed for lunch: 1:00 p.m.- 2:00 p.m.	Website: www.scworksgreaterupstate.com
Union SC Works Center (Satellite)	
Center Manager Name, Title: Deivis Henao Center Manager	Phone: 864-902-1147
Address: 300 E South St, Union, SC 29379	Email Address: dhenao@scworksgreaterupstate.com
Operating Hours: Monday- Thursday 8:30 a.m.- 5:00 p.m.; Friday 9:00 a.m. – 3:00 p.m.	Website: www.scworksgreaterupstate.com

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

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

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

Additional Shared Services Information- The Upstate Workforce Board and all partners recognized the need to staff the SC Works Spartanburg front lobby with an individual that could provide quality and consistency to the customers accessing SC Works services. During PY19, a Director of First Impressions is proposed. The cost will be shared based on FTE (methodology approved by all partners) The estimated cost for the position is around \$39,980 we anticipate the position to be staffed 36 hours per week. There is a possibility that PY19 budget cuts may impact this position. If so, partners may have to continue to provide staff for lobby coverage on a rotating basis. VOS Greeter (online check in system) should be operational on or before July 1, 2019.

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

Prior to committing to a contractual and/or financial obligation of any kind that would involve payment from a financially contributing partner, the Parties must consult with and obtain approval from the contributing partner(s). Each entity has its own procurement process and is responsible for ensuring that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure by any party (County, Operator or Partner) to adhere to this standard may result in disputed charges and a refusal to remit payment. Additionally, the Upstate LWB/fiscal agent may not enter into a lease agreement to move offices that include partner staff without consulting with the Parties contributing to infrastructure funding prior to the execution of a lease agreement. Once the Parties have agreed in writing to their estimated/projected portion of the facility costs and that the space will work for their program services, an addendum to this agreement reflecting the move and any related changes must be executed **prior to the move**. Routine costs incurred during the month of the relocation will be prorated by all Parties.

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

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

- a. Contractors, particularly those involved in, but not limited to, building repairs or improvements, should be mutually agreed upon by all financially contributing partners. Each entity has its own procurement process and is responsible for ensuring that quotes for service are solicited and evaluated according to the appropriate procurement process. Once a need has been determined, the Facility Host designee is responsible for advising the non-Host partner(s) of the need, securing contractor quotes and submitting this detail for review to pertinent parties. Contractor selection must be agreed upon by all parties prior to the execution of work.
- b. Facility hosts with capital improvement needs of any nature must address those needs independent of this agreement and budget. Such repairs could be unresolved ADA modifications, roof repairs, HVAC replacement, etc. Capital improvement shall be the sole financial responsibility of the facility host. However, maintenance and repairs occurring from daily operations will be shared proportionately utilizing the agreed upon cost sharing methodology.

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

should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

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

Center/Location	Number and Type of Public Access Equipment (<i>not including PCs</i>)
Spartanburg SC Works Center	1 Printer, 1 Fax Machine & 1 Copier/Printer, 1 Telephone
Cherokee SC Works Center	1 Copier/Printer/Fax, 1 Telephone
Union SC Works Center	1 Copier, 1 Printer, 1 Fax Machine 1 Telephone

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

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

<i>Upstate SC Works Center</i>	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
Total Number of PCs	40	28	0	68
Spartanburg	20	20	0	40
Union	13	3	0	16
Cherokee	8	4	0	12

A per machine charge will be assessed. See budget for details. The cost includes the following: Deep Freeze Anti-Virus Software (Annual License) and cost of possible maintenance service on the machines by an outside contractor.

Shared Network Access - In a facility where partner staff presence is minimal, the Parties may request the County/Operator on behalf of the LWB provide IT services for their staff or through a VPN tunnel. A VPN tunnel allows for a “shared” internet connection to be divided into separately managed connections. This method maintains administrative control of partner connections and equipment without interfering with the County and/or the Operator’s own network management. Any requests for shared services or access of this type will be negotiated between the applicable entity’s IT service provider and the partner. Once

agreement has been reached and/or a VPN connection is established and in use by partner staff, any changes in IT services affecting such connection are prohibited without prior notification to the affected partner.

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

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

- Sole Space – Allocated to one partner 100% of the time;
- Common space – Hallways, restrooms, breakroom, resource room and computer labs (including applicable IT charges for public access PCs only), meeting rooms, etc. Common space allocation is determined by the percentage of sole space occupied by partner compared to the total square footage of the facility. See **Attachment E, Shared Operating Budget**; and
- **Rotating Part-time Partners** – When multiple partners are sharing the same designated work space/SF on a rotating schedule, the cost for that work space is shared based on the percentage of time that space is used by each partner sharing the space. This ensures the square footage is included in the total allocation only once and that those partners who are not co-located on a full-time basis are sharing costs proportionately based on use and relative benefits received. See Attachment E, Shared Operating Budget.

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

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

Reconciliation of Shared Costs - The County, in coordination with the Operator, shall be responsible for reconciling and invoicing respective partners for costs under this agreement as it relates to the Cherokee,

Spartanburg and Union SC Works centers. All invoices should be submitted to the partners with invoices and supporting documentation reflecting the actual quarterly expenses prior to the 30th of the month following the end of the quarter. Special reporting requirements may be instituted for the final quarter for period ending June 30. Any failure of the Parties to submit payments by the deadlines set forth in this agreement will be subject to the dispute resolution process outlined above. If any partner disputes any costs, that partner has thirty (30) days from receipt of the reconciliation to submit a dispute. Prompt payment is requested. Payments are expected within thirty (30) days of the invoice.

Duration

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

Loss of Funds

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

Agreement Management

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

Partner Entity: ResCare Inc.	Partner Entity: ACHIEVE	Partner Entity: YouthStop
Name & Title: Douglas Stephenson Project Director	Name & Title: Helen Merriweather Director	Name & Title: Kathy Bell Executive Director
Mailing Address: 220 East Kennedy Street Spartanburg, SC 29302	Mailing Address: Achieve 800 University Way Spartanburg, SC 29303	Mailing Address: YouthStop, 360 East Main Street Spartanburg, SC 29302
Phone: 864-764-1976	Phone: 864-764-1971	Phone: 864-583-4433
Email: douglas.stephenson@rescare.com	Email: hmerriweather@uscupstate.edu	Email: kebell@youthstop.org

Partner Entity: Spartanburg County Adult Education	Partner Entity: South Carolina Department of Employment and Workforce	Partner Entity: South Carolina Vocational Rehabilitation
Name & Title: Erin Black, Director	Name & Title: Abby Linden, WED Manager – Policy and Procedures	Name & Title: Margaret Alewine, Director of Planning & Program Evaluation
Mailing Address: 1475 Skylyn Drive Spartanburg, SC 29307	Mailing Address: 1550 Gadsden St. Columbia, SC 29201	Mailing Address: 1410 Boston Ave. West Columbia, SC 29170
Phone: 864-594-4428	Phone: 803-737-3198	Phone: 803-896-6500
Email: ECBlack@spart7.org	Email: alinden@dew.sc.gov	Email: malewine@scvrd.net

Partner Entity: South Carolina Commission for the Blind	Partner Entity: Spartanburg Community College	Partner Entity: Piedmont Community Action
--	--	--

Revised Square Footage Methodology MOU Template

Name & Title: Karma Marshall, Interim Director of Consumer Services	Name & Title: Ray Switzer, Vice President for Business Affairs	Name & Title: Cynthia Lounds, Executive Director
Mailing Address: 620 N. Main St. Greenville, SC 29601	Mailing Address: PO Box 4386 Spartanburg, SC 29305	Mailing Address: 300 S. Daniel Morgan Ave. Spartanburg, SC 29306
Phone: 864-241-1111	Phone: 864-592-4340	Phone: 864-327-4546
Email: karma.marshall@sccb.sc.gov	Email: switzerr@sccsc.edu	Email: clounds@pcasp.org

Partner Entity: South Carolina Indian Development Council	Partner Entity: Adult Learning Center, Inc.	Partner Entity: Job Corps
Name & Title: Mac Rutland Council Member	Name & Title: Bill Brasington Director	Name & Title: Christopher Green, Business Community Liaison/Evening Coordinator
Mailing Address: PO Box 957 Rock Hill, SC 29731	Mailing Address: 145 N. Church St. #82 Spartanburg, SC 29306	Mailing Address: Bamberg Job Corps Center PO Box 967 19 Job Corps Avenue Bamberg SC 29003
Phone: 864-345-2452	Phone: (864) 562-4104	Phone: 803-245-6323
Email: Scidci@comporium.net	Email: bbrasington@adult-learning.org	Email: green.christopher@jobcorps.org

Partner Entity: Goodwill Industries of Upstate/Midlands SC	Partner Entity: Department of Social Services	Partner Entity: Telamon Corporation
Name & Title: Mike Daniels, Manager, SCSEP Programs	Name & Title: Tammy James, Division Director	Name & Title: Debra Young, Program Coordinator
Mailing Address: 2744 Decker Blvd. Columbia, SC 29206	Mailing Address: PO Box 1520 Columbia, SC 29202	Mailing Address: 2000 Park Street - Suite 103 Columbia, SC 29201
Phone: 803-448-2581	Phone: 803-898-1097	Phone: (803) 678-4589
Email: mdaniels@goodwillsc.org	Email: tamara.james@dss.sc.gov	Email: dyoung@telamon.org

Partner Entity: Goodwill GoodStart Program (Re-Entry/2 nd Chance)
Name & Title: Robin Ebert Program Manager
Mailing Address: PO Box 8886 Columbia, SC 29202
Phone: (803) 318-3848
Email: rebert@goodwillsc.org

Authority and Signatures

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

Effective Date

Without regard to the date of signatures below, the Parties agree the effective date of this agreement is July 1, 2019.

Attachments

A: WIOA Required Services by Partner

B: SC Works Partners and Corresponding Status

C: Referral Process

D: SC Works Civility Policy

E: Shared Operating Budget

F: Confidentiality Agreement

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

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

Chief Elected Officials:

Spartanburg County Council Chair
Mr. Manning Lynch

Cherokee County Council Chair
Mr. Timothy Spencer

Signature Date

Signature Date

Union County Council Chair
Mr. Frank Hart

Signature Date

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

**PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

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

Board Chair

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

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

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

- Adults
- Dislocated Workers
- Youth

B. Cole Alverson, County Administrator

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

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

ResCare Workforce Services is designated as the One-Stop Operator for the Upstate Workforce Area.

Authorized Official

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

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

USC Upstate ACHIEVE Program is one of two designated local grant recipients responsible for administering the following title I WIOA program:

- Youth

Signatory Official

Date: _____

Program Director

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

PURSUANT TO THE

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

YouthStop (Spartanburg County School District Six) is one of two designated local grant recipients responsible for administering the following title I WIOA program:

- Youth

Signatory Official

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

PURSUANT TO THE

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Spartanburg County Adult Education is one of two designated Adult Education and Family Literacy Act Programs providing Adult Education services to residents in Spartanburg County.

Signatory Official

Date: _____

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

Adult Learning Center is one of two designated Adult Education and Family Literacy Act Programs providing Adult Education services to residents in Spartanburg County.

Signatory Official

Date: _____

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)
- Migrant and Seasonal Farmworkers (MSFW) programs

Executive Director

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

**PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

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

Commissioner

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

**PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

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

Commissioner

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

**PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

Spartanburg Community College is the designated Post-Secondary Education Programs (Perkins) providing post-secondary education services in the Upstate workforce area.

Signatory Official

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

**PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

Piedmont Community Actions is the designated Community Services Block Grant Employment program for Spartanburg County. CSBG creates strategic programs which provide a continuum of services to assist low-income individuals & families in becoming more financially independent. The CSBG office provide community direct and case management services.

Signatory Official

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

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

The South Carolina Indian Development Council (SCIDC) is the designated Native American Programs in South Carolina. SCIDC assists in betterment of living conditions and alleviate poverty among native Americans in South Carolina and strive to provide training and education to enhance employability.

Signatory Official

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

PURSUANT TO THE

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Job Corps Bamberg is the designated Job Corps Program in South Carolina. Job Corps is a no-cost education and career technical training program administered by the U.S. Department of Labor that helps young people ages 16 to 24 improve the quality of their lives through career technical and academic training.

Signatory Official

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

**PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

Telamon Corporation is a private, nonprofit organization which seeks to improve the lives of those in need. The mission is to provide educational services that lead to better jobs, better lives, and better communities.

Signatory Official

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

PURSUANT TO THE

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Goodwill of the Upstate/Midlands is the designated grant recipient for the Senior Community Service Employment Programs (SCSEP). SCSEP provides older workers access to job skills training.

Signatory Official

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

**PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

Department of Social Services (DSS) is the designated grant recipient for Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP).

Signatory Official

Date: _____

THE UPSTATE WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

**PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

Goodwill Industries of the Upstate and Midlands is the designated grant recipient for Second Chance Act. Goodwill will be providing re-entry services in specific census tracks in Spartanburg County.

Signatory Official

Date: _____

MOU Attachment A: WIOA REQUIRED SERVICES

REQUIRED PARTNERS	Eligibility Deters.	Outreach & Orientation	Skills Assessments	Labor Exchange	Partner Referrals	Provision of LMI	Provision of Performance Information	Supportive Services	UI Filing	Financial Aid Assistance	Individual Career Services	Access to Training Services	Business Services
Adult, DW, and Youth	X	X	X		X	X	X	X		X	X	X	X
Adult Education/Family Literacy		X	X		X					X	X	X	
Wagner-Peyser		X	X	X	X	X					X		X
Rehab.Programs for Indiv. w/Disabilities		X	X		X	X		X		X	X	X	X
Post-Sec. Career & Tech. Ed. (Perkins)		X	X		X					X	X	X	
CSBG Employment and Training		X			X			X		X	X		
Native American Programs		X			X			X					
Job Corps		X			X			X		X	X	X	
Veterans Employment and Training		X			X	X		X			X	X	X
Migrant and Seasonal Farmworker		X			X						X		
Senior Community Svc. Employment		X	X		X	X					X	X	
Trade Adjustment Assistance		X	X		X	X		X		X	X	X	X
Unemployment Compensation		X			X				X				X
YouthBuild (none in our area)													
TANF		X	X		X	X		X		X	X	X	
Second Chance Act- Goodwill/GoodStart		X			X			X		X	X	X	

Eligibility Determinations: Determination if an individual is eligible for WIOA Adult, DW, or Youth programs.

Outreach & Orientation: Information on and access to services in the SC Works system.

Skills Assessments: Initial assessment of skill levels including literacy, numeracy, English language proficiency, and aptitudes and abilities (including skills gaps).

Labor Exchange: Job search and placement assistance, career counseling, and non-traditional employment information.

Partner Referrals: Referrals to and coordination with programs and services within the SC Works system and other workforce programs.

Provision of LMI: Local, regional, and national labor market statistics including: job vacancy listings, skills needed to obtain those jobs, in-demand occupations and earnings, and advancement opportunities available.

Provision of Performance Information: Partner specific data on how local areas are performing on accountability measures relating to the area's overall SC Works system.

Supportive Services: Information relating to the availability of supportive services, such as child care and transportation, and referrals to supportive service programs, as needed.

Unemployment Insurance Filing: Information and assistance regarding filing claims for unemployment compensation.

Financial Aid Assistance: Assistance in establishing eligibility for financial aid programs not provided under WIOA.

Individualized Career Services: Individualized services provided to eligible customers, such as counseling and career planning, to help the customer obtain or retain employment.

Access to Training Services: Access to training services such as On-the-Job training, entrepreneurial, adult education and literacy, and customized training.

Business Services: Employer services, such as job fairs, recruitment assistance, and incumbent worker training, are made available to local employers.

MOU Attachment B: UPSTATE SC WORKS PARTNER LIST

SC Works Center Spartanburg
220 East Kennedy Street
Spartanburg, SC 29302

SC Works Center Cherokee
111-C Tiffany Park Circle
Gaffney, SC 29341

SC Works Center Union
103 W. Main Street
Union, SC 29379

SC Works Partner	Location	Required or Optional	Representing
ResCare	Spartanburg, Cherokee, Union	Required	Adult/Dislocated Worker (WIOA)
YouthStop	Spartanburg, Cherokee, Union	Required	Youth (WIOA)
Achieve	Spartanburg, Cherokee, Union	Required	Youth (WIOA)
DSS	Spartanburg, Cherokee, Union	Required	SNAP and TANF
Spartanburg County Adult Education	Spartanburg	Required	Adult Education/Family Literacy
Adult Learning Center	Spartanburg	Required	Adult Education/ Family Literacy
South Carolina Vocational Rehabilitation	Spartanburg	Required	Rehabilitation Services
South Carolina Commission for the Blind	Spartanburg	Required	Rehabilitation Services
South Carolina Department of Employment and Workforce	Spartanburg, Cherokee, Union	Required	WP, TAA, MSFW, Veterans, UI
Piedmont Community Action	Spartanburg	Required	Community Services Block Grant Employment/Training
South Carolina Indian Development Council	Spartanburg, Cherokee, Union	Required	Native American Programs
Goodwill Industries of Upstate/Midlands SC	Spartanburg	Required	Senior Community Service Employment and 2 nd Chance Act
Spartanburg Community College	Spartanburg	Required	Post-Secondary Education
Upstate Fatherhood Coalition	Spartanburg, Cherokee, Union	Optional	Support for fathers
Telamon	Spartanburg	Optional	Education services

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.

MOU ATTACHMENT C-1



Multi- Agency Referral Form

(Partner Agency completes: send with client to referral agency and send a copy to referral agency.)

Date: _____

Client Name: _____
Last First MI

Last 4 of Client's SS# _____ Client's Phone: _____

Client's Email _____ Deadline for Referral _____

Referred by: _____ Phone: _____
(Agency/Name)

Email: _____

Agency Referred to:

AARP/SCSEP _____
Adult Education _____
Piedmont Community Action _____
Department of Social Services (DSS) _____
Job Corps _____
SC Commission for the Blind _____
SC Works _____
Veterans _____
Spartanburg Community College _____
Spartanburg Housing Authority HUD, YouthBuild _____
United Way _____
Upstate Fatherhood Coalition _____
Achieve (Youth) _____
YouthStop (Youth) _____
USC Upstate _____
Indian Development Council _____
Vocational Rehabilitation _____
Spartanburg Alcohol and Drug Abuse Commission _____
Other _____

Comments

Accepted _____

Not Accepted Reason _____

Functional Limitations

Mental Health _____
Dependency _____
Background _____
Accommodation _____
Learning Disability _____
Visual Impairment _____
Orthopedic _____
Other _____
(anything that interferes with your ability to work)

PROVIDER PLEASE NOTIFY REFERRAL AGENCY VIA EMAIL OF THE FOLLOWING:

Client failed to:
Report to Provider on _____
Report to job interview on _____
Report to an appointment on _____
Accept an offer of employment on _____
Refused referral to a job on _____
Reason _____

Client entered employment :
Employer _____
Job Title _____
Wage _____
No. Hours/Week: _____
Start Date _____
Comments _____

I hereby give permission for the use or disclosure of the above information to be shared among referral partner agencies. (Client's Signature) _____ Date _____

Client has completed services offered by this provider as of (date) _____
Service Provider's Signature _____ Date _____

MOU ATTACHMENT D

SC Works Civility Policy

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

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

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

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

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

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

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

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

Insert MOU Attachment E (Shared Operating Budget)

MOU Attachment F

CONFIDENTIALITY AGREEMENT

BETWEEN

THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

AND

UPSTATE WORKFORCE AREA

This Confidentiality Agreement is entered into as of April 26, 2018, by and between the South Carolina Department of Employment and Workforce (DEW) and Upstate Workforce Area (“LWA”).

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

ARTICLE I

DURATION OF AGREEMENT

This Agreement shall take effect upon the signatures of both parties and shall terminate at the end of the third program year, June 30, 2019. This agreement may be renewed as permitted by federal and state law. The confidentiality requirements of this Agreement shall survive the term of this Agreement.

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

ARTICLE II

APPLICABLE CONFIDENTIALITY LAWS AND REGULATIONS

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

1. The Privacy Act of 1974, 5 U.S.C. §552a;
2. The Family Privacy Protection Act, S.C. Code Ann. §§ 30-2-10, *et. seq.*;
3. The South Carolina Department of Employment and Workforce law, S.C. Code Ann. §41-27-10, *et seq.*, including §§ 41-29-150 through 170;
4. Federal-State Unemployment Compensation (UC) Program; Confidentiality and Disclosure of State UC Information, 20 C.F.R. Part 603;

5. Tax Information Security Guidelines for Federal, State and Local Agencies, IRS Publication 1075;
6. Office of Management and Budget M-07-16; and
7. SC Department of Employment and Workforce Personal Identification Information (PII) Handling and Confidentiality Policy.

ARTICLE III

DEFINITIONS

1. CONFIDENTIAL INFORMATION

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

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

2. PERSONALLY IDENTIFIABLE INFORMATION

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

ARTICLE IV

INFORMATION DISCLOSED PURSUANT TO THIS AGREEMENT

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

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

DEW Workforce Information Portal ("Portal").

ARTICLE V

PURPOSES FOR REQUESTING INFORMATION

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

ARTICLE VI

REQUIRED SAFEGUARDS

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

The individual recipient of any confidential information is required to:

1. Use the disclosed information only for purposes authorized by law and consistent with this Agreement;
2. Store the disclosed information in a place physically secure from access by unauthorized persons;
3. Undertake precautions to ensure that only authorized personnel have access to disclosed information in hardcopy form.
4. Store and process disclosed information maintained in electronic format in such a way that unauthorized persons cannot obtain the information by any means; and
5. Undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
 - a. Precautions include not saving UC information and PII exported from the Portal into spreadsheets or other documents in shared folders with unauthorized personnel.

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

1. Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this Agreement, and the sanctions specified by South Carolina law for unauthorized disclosure of confidential information.
2. Sign an acknowledgement that all personnel, including contractors and service providers, having access to the disclosed information have been instructed in accordance with this Agreement and will adhere to DEW's confidentiality requirements and procedures. (See Attachment A).

- a. It is the understanding pursuant to this Agreement that the LWA will be working on this project exclusively. Prior to any additional personnel, contractors, or service providers of the LWA joining this project, the LWA will notify DEW so the acknowledgement can be executed prior to any disclosure to the additional personnel.
3. Dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means the return of the information to DEW or destruction of the information, as instructed and approved by DEW. If destruction of the information is requested by DEW, LWA will destroy the information within an approved timeframe. LWA will provide a certificate of destruction.
4. Maintain a system sufficient to allow an audit of compliance with the requirements of this Agreement.

ARTICLE VII

REDISCLASURE OF CONFIDENTIAL UC INFORMATION

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

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

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

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

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

ARTICLE VIII

METHODS AND TIMING OF REQUESTS FOR INFORMATION

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

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

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

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

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

ARTICLE IX

COSTS FOR FURNISHING INFORMATION

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

ARTICLE X

ON-SITE INSPECTIONS

DEW reserves the right to conduct on-site inspections to assure that the requirements of State law and this

Agreement are being met.

ARTICLE XI

BREACH, ENFORCEMENT, TERMINATION AND MODIFICATION

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

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

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

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

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

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

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

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

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

SUCCESSORS AND ASSIGNS: DEW and LWA each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agrees that no party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other parties.

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

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

South Carolina Department of
Employment and Workforce

LWA

Executive Director

(Signatory Official)

Date

Date

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

REGARDING

CONFIDENTIAL INFORMATION FROM DEW

ORGANIZATION NAME	_____
EXECUTIVE SIGNATURE (Signatory Official)	_____
EMPLOYEE NAME	_____
EMPLOYEE POSITION	_____
DATE	_____

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

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

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

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

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

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

User

Signature _____

Date _____