

# Waccamaw Workforce Development Area

## Memorandum of Understanding

### SC Works System

#### Pursuant to the Workforce Innovation and Opportunity Act

The parties included in this Memorandum of Understanding are the Waccamaw Workforce Development Board (WWDB), Waccamaw Workforce Development Area Chief Elected Officials (CEO), Waccamaw Regional Council of Governments as the Operator for SC Works Waccamaw and all required partners identified in the Workforce Innovation and Opportunity Act and other optional partners (Partners).

The Waccamaw Workforce Development Board is responsible for developing this Memorandum of Understanding with the SC Works Partners; designating or certifying the SC Works Operator, strategic planning, policy development, and oversight for the Waccamaw Workforce Area..

The County Chief Elected Officials of Horry, Georgetown and Williamsburg are responsible for appointing Waccamaw Workforce Development Board members, designating the local grant recipient; and providing oversight of the Waccamaw local workforce delivery system in partnership with the Waccamaw Workforce Development Board.

Waccamaw Regional Council of Governments' function as the Operator for SC Works Waccamaw 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 resource 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 if funding exists in the Waccamaw Workforce Development Area for the respective program:

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 Farmworkers 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 Waccamaw Workforce Development Board and the Waccamaw Workforce Development Area Chief Elected Officials, the Workforce Innovation and Opportunity Act also allows other partners to be 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 business 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 Waccamaw 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 the Waccamaw Workforce Development 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 Memorandum of Understanding with the Waccamaw Workforce Development 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 Memorandum of Understanding, 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 the Workforce Innovation and Opportunity Act.

**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 region.

**The Parties Agree To:**

- Actively participate in the strategic 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 websites, social media, internet chat features, and telephone.

**Services:**

The Comprehensive Waccamaw SC Works Center in Conway is a physical location where job seekers 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 the comprehensive Waccamaw SC Works Center. Current hours are Monday through Friday 8:30 a.m. to 5:00 p.m. The Waccamaw Workforce Development Board may establish other service hours at their other locations in order to accommodate the schedules of individuals who work on regular business days.

Waccamaw 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. **Attachment A, WIOA Required Services**, provides a listing of services that are directly provided by each partner program. **Attachment B, Waccamaw Workforce Development Area SC Works Partner List** includes all local areas partners who are participating in the Agreement and their service location(s) and program(s) they represent.

**Accessibility:**

The parties agree Waccamaw 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 Waccamaw 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 Waccamaw SC Works centers must be physically and programmatically accessible to individuals with disabilities.

**Certification:**

Waccamaw Workforce Development Area will have one certified comprehensive SC Works Center and certified business services in Conway, South Carolina. The parties agree to cooperate and participate in the achievement of Certification of the Waccamaw SC Works System. Waccamaw Workforce Development Area Chief Elected Officials and the Waccamaw Workforce Development Board will use objective criteria and procedures developed by the State when certifying Waccamaw SC Works Centers. The criteria will evaluate the Waccamaw SC Works Centers and the Waccamaw SC Works delivery system for effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement. Evaluations of effectiveness will include how well the Waccamaw 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 Waccamaw 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 the Workforce Inn. 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 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 Waccamaw SC Works Operator and other providers of Workforce Innovation and Opportunity Act 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 the Workforce Innovation and Opportunity Act.

**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:**

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes. Should resolution efforts fail, the dispute shall be referred to the Waccamaw Workforce Development Area Workforce Development Director, or the Director's designee, and the Chair of the Waccamaw Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the Waccamaw Workforce Development Board or Committee designated by the Chair. The Executive Director of the Partner, or the Executive Director's designee, and the Waccamaw Workforce Development Board or Designated Committee



of the Waccamaw Workforce Development Board shall attempt to mediate and resolve the dispute. If an agreement still cannot be reached, an explanation as to pending solutions may be stated and written notice provided to the State Workforce Innovation and Opportunity Act Administrative Entity (Department of Employment and Workforce), the State representative of the party involved, and the local signatory official.

Similarly, any disputes initiated by DEW shall, on first attempt, be resolved informally. Shall resolution efforts fail, the dispute shall be escalated to the DEW Memorandum of Understanding/Resource Sharing Agreement Team and the Waccamaw Regional Council of Governments Board, as Waccamaw Local Workforce Development Board Administrative Entity and Fiscal Agent, in attempt to mediate and resolve this dispute. The DEW Memorandum of Understanding/Resource Sharing Agreement Team shall escalate further unresolved disputes to the DEW Executive Director or the Executive Director's designee which shall be resolved in conjunction with the Waccamaw Workforce Development Area Chief Elected Officials.

The dispute resolution process described herein is not exclusive and does not deny a party the right to exercise any remedy available to it in law.

**Modification and Assignment:**

This Memorandum of Understanding may be modified at any time by written mutual agreement of the parties involved. Assignment of responsibilities under this Memorandum of Understanding 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 Waccamaw Workforce Development Board who is responsible for notifying all other partners in the agreement. In accordance with the Workforce Innovation and Opportunity Act, 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 Waccamaw 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 Waccamaw 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 Waccamaw Workforce Development Board and the

State will evaluate Waccamaw SC Works operations and system performance to recommend new policies and changes to current policy for the operation of the Waccamaw 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 Waccamaw 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 Waccamaw 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. **Attachment C** outlines referral process and forms.

**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 Memorandum of Understanding, 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 Waccamaw 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 that are unsanitary, hazardous, or dangerous. Waccamaw 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 Waccamaw SC Works Centers and funding of the shared services and operating costs of the Waccamaw SC Works 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 Workforce Innovation and Opportunity Act 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 Memorandum of Understanding. The Waccamaw 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 Resource Sharing Agreement will be negotiated and modified annually.

**Impasse Situations:**

Waccamaw SC Works 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 Waccamaw Workforce Development Board, Waccamaw Workforce Development Area Chief Elected Officials, and Waccamaw SC Works 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 Memorandum of Understanding 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 Waccamaw Workforce Development Board, Waccamaw SC Works partners, and Waccamaw Workforce Development Area 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 Memorandum of Understanding and do so by signature below. Electronic signatures are authorized and strongly encouraged to ensure timely execution of the Memorandum of Understanding. The following individual signature pages are the Partners and Waccamaw Regional Council of Governments who is the designated grant recipient, administrative entity, and 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 Partners and Corresponding Status*
- C: Referral Process*
- D: Resource Sharing Agreement*



*Chief Elected Officials*

A handwritten signature in blue ink, appearing to read "Johnny Moran", written over a horizontal line.

Johnny Moran, Council Chairperson  
County of Georgetown

A handwritten signature in blue ink, appearing to read "Mark Lazarus", written over a horizontal line.

Mark Lazarus, Council Chairperson  
County of Horry

A handwritten signature in blue ink, appearing to read "Stanley Pasley", written over a horizontal line.

Stanley Pasley, Council Chairperson  
County of Williamsburg

Waccamaw Workforce Development Area  
SC Works System  
Memorandum of Understanding  
Pursuant to the  
Workforce Innovation and Opportunity Act

The Waccamaw Workforce Development Board is the designated entity responsible for oversight of the Waccamaw SC Works delivery system including developing this Memorandum of Understanding with the Waccamaw SC Works partners, designating or certifying the Waccamaw SC Works operator, strategic planning, and policy development.

  
\_\_\_\_\_  
Verlon Wulf, Chair  
Waccamaw Workforce Development Board

10-27-16  
\_\_\_\_\_  
Date

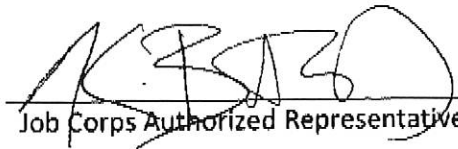
  
\_\_\_\_\_  
Sarah P. Smith, Executive Director  
Waccamaw Regional Council of Governments

10-27-16  
\_\_\_\_\_  
Date



**Waccamaw Workforce Development Area  
SC Works System  
Memorandum of Understanding  
Pursuant to the  
Workforce Innovation and Opportunity Act**

Job Corps is primarily concerned with teaching young people the skills they need to become employable and independent, and place them in meaningful jobs or further education funded through the United States Department of Labor.

  
Job Corps Authorized Representative

10/26/18  
Date

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.



## 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	X
Adult Education/Family Literacy		X	X		X		X	X			X		
Wagner-Peyser	X	X	X	X	X	X						X	X
Rehab.Programs for Indiv. w/Disabilities	X	X	X		X			X		X	X	X	X
Post-Sec. Career & Tech. Ed. (Perkins)		X	X		X					X	X	X	X
CSBG Employment and Training	X	X	X		X			X		X	X	X	X
Native American Programs	X	X	X		X	X		X		X	X	X	X
HUD Employment and Training	X	X	X		X								X
Job Corps	X	X	X		X			X		X	X	X	
Veterans Employment and Training	X	X	X	X	X	X		X		X	X	X	X
Migrant and Seasonal Farmworker	X	X	X	X	X	X		X			X	X	X
Senior Community Svc. Employment	X	X	X		X			X			X	X	X
Trade Adjustment Assistance	X	X	X	X	X	X		X				X	X
Unemployment Compensation	X	X	X	X	X	X		X	X	X	X		
YouthBuild													
TANF													
Second Chance Act	X	X	X		X			X		X	X	X	X

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

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

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

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

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

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

**Provision of Performance Information:** Partner 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: WACCAMAW SC WORKS PARTNER LIST**

Waccamaw SC Works Center - Conway 200-A Victory Lane Conway, SC 29526 Phone: 843-546-8581 Fax: 843-234-0907	Waccamaw SC Works Center - Georgetown 2704 Highmarket Street Georgetown, SC 29440 Phone: 843-546-8581 Fax: 843-520-0642	Waccamaw SC Works Center - Kingstree 530 Martin Luther King, Jr. Ave. Kingstree, SC 29556 Phone: 843-546-8581 Fax: 843-354-9500
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<b>SC Works Partner</b>	<b>Location</b>	<b>Required or Optional</b>	<b>Representing</b>
Horry Adult Education	Conway, Myrtle Beach	Required	Adult Education and Literacy
South Carolina Department of Employment and Workforce	Conway, Georgetown, Kingstree (co-located with Adult/Dislocated Worker/Youth)	Required	Wagner-Peyser, Trade Act, Unemployment Insurance, Veterans, Migrant and Seasonal Farmworkers
Waccamaw Regional Council of Governments	Conway, Georgetown, Kingstree	Required	Title I Adult, Dislocated Worker, Youth
Palmetto Goodwill	Conway	Required	Title V Older Americans
Job Corps	Conway	Required	Job Corps
Vocational Rehabilitation	Conway, Georgetown, Kingstree	Required	Vocational Rehabilitation
Horry/Georgetown Technical College	Conway, Myrtle Beach, Georgetown	Required	Carl D. Perkins
Department of Social Services	Conway, Georgetown, Kingstree	Required	Temporary Assistance for Needy Families

## MOU ATTACHMENT C: CROSS REFERRAL AGREEMENT

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

(a) Referral Definition

A referral is defined as a good faith effort by each Waccamaw 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 the Workforce Innovation and Opportunity Act 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**

**Referral \***

(Please fill out and send with customer upon referral OR EMAIL TO APPROPRIATE PARTNER)

Date Referred: \_\_\_\_\_ Last 4 Digits of SS#: \_\_\_\_\_ Phone # \_\_\_\_\_

Customer's Name:

\_\_\_\_\_

Last	First	MI
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Email: \_\_\_\_\_ Alternate Contact Information: \_\_\_\_\_

**REFERRED FROM:**

AGENCY: \_\_\_\_\_

YOUR NAME & TITLE: \_\_\_\_\_

YOUR PHONE #: \_\_\_\_\_ YOUR EMAIL: \_\_\_\_\_

**REFERRED TO:**

AGENCY: \_\_\_\_\_ PROGRAM: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

**DESCRIPTION OF SERVICES YOUR CUSTOMER NEEDS:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**FOR OFFICE USE ONLY:**

DATE RECEIVED: \_\_\_\_\_ INITIALS: \_\_\_\_\_

PLEASE RETAIN COPY FOR CLIENT'S CASE FILE (SCAN)

CASE NOTE REQUIRED FOR CONTACT ATTEMPTS, APPOINTMENTS, RESULTS, ETC.

\*ALL PARTNERS WITH SCWOS ACCOUNTS WILL UTILIZE THE REFERRAL SYSTEM IN SCWOS.

## Attachment D

# WACCAMAW WORKFORCE DEVELOPMENT AREA RESOURCE SHARING AGREEMENT

### OVERVIEW and PURPOSE

This Resource Sharing Agreement provides the shared funding arrangements entered into by the partners of the Waccamaw SC Works Delivery System serving employers and job seekers in Georgetown, Horry and Williamsburg Counties in South Carolina. The partners have identified those costs of the mutual benefit and agreed on a methodology for payment of costs in the operation of the SC Works One-Stop Delivery System serving the four counties. The Agreement contains the following sections:

- I. Parties to the Agreement
- II. Identification of the Shared Costs
- III. Cost Allocation Plan
- IV. Resource Sharing Plan
- V. Modification and Reconciliation Procedures

### I. PARTIES OF THE AGREEMENT

Partner organizations that have agreed to provide services through the Waccamaw SC Works One-Stop Delivery System and agreed to share in the costs of mutual benefits.

#### Partner Organization

Waccamaw Regional COG  
Horry County Adult Education  
SC Vocational Rehabilitation Department  
  
Horry Georgetown Technical College  
Job Corps, US Department of Labor  
Palmetto Goodwill  
SC Department of Social Services

#### Primary Funding System

WIOA Adult, Dislocated Worker, and Youth Programs  
Adult Education and Family Literacy Act Programs  
Rehabilitation Programs for Individuals with Disabilities  
Post-Secondary Education Programs (Perkins)  
Job Corps Programs  
Senior Community Service Employment Programs  
Temporary Assistance for Needy Families (TANF) Programs

### II. IDENTIFICATION OF SHARED COSTS

Costs identified as shared costs are facilities costs, and operational costs. These costs are outlined below and are allocated to those partners who participate in the provision of services to customers seeking assistance through the SC Works One-Stop Workforce System.

#### **Facilities Costs:**

Depreciation: Depreciations costs for the building that houses the SC Works Center in Conway.

Building Maintenance: Costs associated with the general maintenance and repairs at the Conway SC Works Center.

Other Facilities Costs: Costs include security, electricity, utilities, janitorial, landscaping and pest control for the Conway SC Works Center.

**Operating Costs:**

Internet Costs: Costs of Internet services for the resource/reception, conference room, partner room, and employer room areas.

Equipment Maintenance: Upkeep cost of copier and fax, Office Equipment and Photocopy Equipment Rentals.

Consumable Common Area Supplies: Pens, pencils, copier paper, ink, toner, and cartridges for copiers, Audio/Visual Equipment supplies.

IT Costs: IT costs for the Conway SC Works Center public access (PCs only).

**III. COST ALLOCATION PLAN**

The partnership decided on a cost allocation plan based on proportionate usage of SC Works by each partner. The more a partner uses the SC Works system in terms of investing staff time, the greater benefits received. Hence proportionate benefits are determined by the amount of time on-site/space available to SC Works partners.

The shared costs as contained in the budget as outlined below:

<b>Facilities:</b>	<b>Conway</b>
Security	26,000.00
Utilities	60,000.00
Janitorial/Maintenance	14,400.00
Landscaping	1,650.00
General Repair	9,600.00
Pest Control	2,000.00
Depreciation	42,720.00
<b>Total Facilities</b>	<b><u>\$ 156,370</u></b>

<b>Operating:</b>	<b>Conway</b>
Telephone	3,000.00
Internet	2,400.00
PC Costs	24,800.00
Equipment Maintenance/Rental	2,000.00
Common Area Supplies	12,000.00
<b>Total Operating</b>	<b><u>\$ 44,200.00</u></b>
<b>Grand Total Budget</b>	<b><u><u>\$ 200,570.00</u></u></b>



#### IV. RESOURCE SHARING PLAN

To compensate for the partner agency's fair share cost allocation, each partner agency agrees to provide the resources necessary to fund their proportionate shared costs as outlined in the attached Contribution Forms through either cash or in-kind services.

#### V. MODIFICATION AND RECONCILIATION PROCESS

**Reconciliation:** The SC Works Operator in Conway will maintain a sign-in sheet and information from each partner related to the resources provided. The SC Works Operator and partners will be responsible for making adjustments to the needed resources in subsequent periods based on the actual costs incurred or staff hours worked by each partner.

**Modification:** Modifications may be made to this Resource Sharing Agreement at any time by written agreement of all parties to the RSA. The RSA will be reviewed quarterly for changes. Changes that may occur and necessitate modification will include change in partners, circumstances that may cause an increase or decrease in partner contribution, and/or a change in services. Notice of a request to make change should be made in writing to the SC Works Operator by the party signing the RSA. The majority of the partners and the SC Works Operator will approve modifications. Modifications shall be completed within a thirty-day period following the date the change is requested.

## **Waccamaw Partnership**

### **Contribution Forms**

Attached is the individual Partnership contribution forms provided by each partner of the Waccamaw Workforce Development Area. Each form has been identified as to which Workforce center the contributions are occurring. All members of the partnership have shown proof of meeting their required contribution as part of the Memorandum of Understanding.

Attached forms serve as proof of membership in good standings of said agencies.

### **Member Agencies to include:**

Waccamaw Regional COG  
Horry County Adult Education  
SC Vocational Rehabilitation Department

Horry-Georgetown Technical College  
Job Corps, US Department of Labor  
Palmetto Goodwill/Goodwill Industries

SC Department of Social Services

WIOA Adult, Dislocated Worker, & Youth Programs  
Adult Education and Family Literacy Act Programs  
Rehabilitation Programs for Individuals with Disabilities  
Post-Secondary Education Programs (Perkins)  
Job Corps Programs  
Senior Community Service Employment Programs  
Temporary Assistance for Needy Families (TANF) Programs

**Partnership Contribution**

**Job Corps  
and  
SC Works Conway Center**

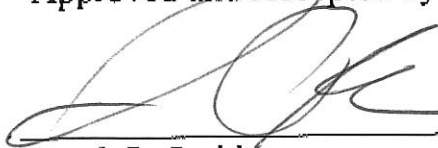
As an Off-Site Partner, Job Corps agrees to provide the following In-Kind contribution:

Brochures, Flyers  
Referrals

In-Kind  
In-Kind

The undersigned confirms this in-kind contribution to be accurate and concise to the best of their knowledge.

Approved and Accepted by:



Sarah P. Smith  
Executive Director  
Waccamaw Regional Council of  
Governments

Approved and Accepted by:



Authorized Representative  
Job Corps