
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

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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.

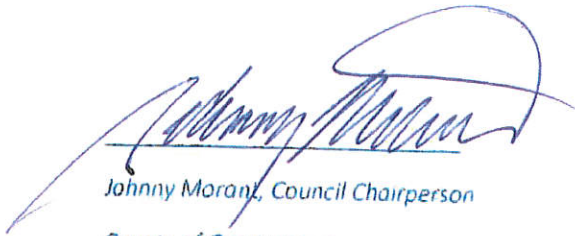
Effective Date:

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


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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.



Waccamaw Workforce Development
Board Chair

Date



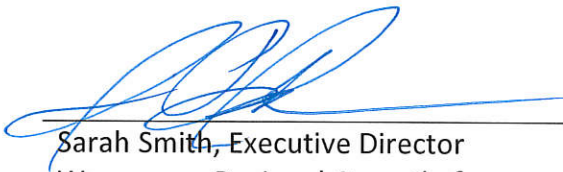
Waccamaw Regional Council of
Governments
Operator

Date

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Waccamaw Regional Council of Governments is the designated local grant recipient responsible for administering the following Title I Workforce Innovation and Opportunity Act Programs:

- Adults
- Dislocated Workers
- Youth



Sarah Smith, Executive Director
Waccamaw Regional Council of
Governments

Date

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

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

Cheryl Stanton, Executive Director
South Carolina Department of
Employment and Workforce

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	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								
Job Corps	X	X	X		X			X		X	X	X	
Veterans Employment and Training	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	X
Unemployment Compensation	X	X	X	X	X	X		X	X	X			
YouthBuild													
TANF	X	X	X		X			X		X	X	X	X
Second Chance Act													

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

<p>Waccamaw SC Works Center - Conway 200-A Victory Lane Conway, SC 29526 Phone: 843-546-8581 Fax: 843-234-0907</p>	<p>Waccamaw SC Works Center - Georgetown 2704 Highmarket Street Georgetown, SC 29440 Phone: 843-546-8581 Fax: 843-520-0642</p>	<p>Waccamaw SC Works Center - Kingstree 530 Martin Luther King, Jr. Ave. Kingstree, SC 29556 Phone: 843-546-8581 Fax: 843-354-9500</p>
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SC Works Partner	Location	Required or Optional	Representing
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.**

Waccamaw Workforce Development Area

Memorandum of Understanding

ATTACHMENT D: RESOURCE SHARING AGREEMENT

I. STATEMENT OF PURPOSE

The purpose of this Resource Sharing Agreement is to define and specify what common costs associated with the Waccamaw SC Works Centers will be a shared responsibility of the South Carolina Department of Employment and Workforce (DEW or Party) and the Waccamaw Regional Council of Governments (WRCOG), as well as establish the basic and methodology of pooling and sharing their costs. Also, the Resource Sharing Agreement outlines the frequency and process for billing and payment of shared costs.

II. INTRODUCTION

- a. The Resource Sharing Agreement is between Waccamaw Regional Council of Governments and South Carolina DEW.
- b. The Waccamaw Workforce Development Board is the designated and certified Workforce Development Board for the Waccamaw Workforce Development Area. The Operator will be selected in a manner compliant with the Workforce Innovation and Opportunity Act and its final regulations.
- c. The partners are the various organizations identified in the Memorandum of Understanding who, by virtue of their partner status, have agreed to enter into and abide by partner specifics in the Resource Sharing Agreement.

III. COMMITMENTS

- a. DEW agrees to provide the following Waccamaw SC Works host facilities:
 - Waccamaw SC Works – Conway Center at 200A Victory Lane in Conway, South Carolina 29526
 - Waccamaw SC Works – Kingstree Center at 530 Martin Luther King Avenue in Kingstree, South Carolina 29556
- b. The Waccamaw Regional Council of Governments, representing Waccamaw SC Works in Georgetown County, agrees to provide the following Waccamaw SC Works host facility:
 - Waccamaw SC Works – Georgetown Center at 2704 Highmarket Street in Georgetown, South Carolina 29440

DEW will provide a quarterly summary of actual expenditures for the Conway and Kingstree facilities pursuant to the provisions as outlined below.

- c. Waccamaw SC Works in Horry, Georgetown, and Kingstree Counties agree to contribute to the delivery of the following services in the Waccamaw SC Works system:
- Greeting and front end services;
 - Job vacancy announcements and postings;
 - Referrals to employment;
 - Employment workshops;
 - Print materials and maintain a sufficient supply of appropriate print materials, such as brochures, flyers, and information packets detailing the services available;
 - Unemployment Insurance, Veteran, and Trade Adjustment services;
 - Labor market information;
 - Providing access, support, and training on the SC Works Online (SCWOS) system;
 - Researching labor market statistics and trends and publishing them via email, print, or website as appropriate; and
 - Share and participate in training opportunities for all SC Works staff in the Waccamaw region.
- d. Waccamaw Regional Council of Governments and DEW(hereinafter collectively "the parties") can expect to derive the following benefit from the SC Works system in the Waccamaw Local Workforce Development Area:
- Resources for customers needing assistance with Career Counseling, Literacy, GED, Occupational Training, and other community services.
 - DEW staff agrees to provide claimants of UI programs information and assistance with filing claims and connecting with reemployment services. UI will share in the cost of the workforce system through the presence of Reemployment Services and Eligibility Assessment (RESEA) staff in all SC Works comprehensive centers. Claimants selected to participate in the RESEA program can receive up to three one-on-one reemployment assessments during their benefit year to help them return to work faster. RESEA staff advises claimants on the wide variety of reemployment services available to them and refers claimants to the services appropriate for their individual needs, including other SC Works partner programs. DEW will make available UI-related training resources to assist all frontline SC Works staff in correctly answering common claimant questions with ease and consistency.
 - The Workforce Information Portal (WIP) provides a secure method for partner staff to obtain the necessary UI data that is used to determine an individual's potential eligibility for training and employment services

programs under WIOA. The WIP also allows all staff to communicate potential UI fraud and availability issues to UI personnel in an efficient and streamlined manner. Sharing such information with UI staff helps to accelerate the claimants' return to suitable employment and ensure their continued eligibility to receive UI benefits. Staff approved for direct access to the WIP, including Partners, are required to execute a separate confidentiality agreement specific to the WIP prior to gaining access. The Partners agree to use the WIP for WIOA program eligibility purposes and to communicate potential UI eligibility issues to UI staff through the WIP in accordance with DEW policies and procedures.

IV. RESOURCE SHARING PLAN

Other than the items specified in the Resource Sharing Agreement, each partner agency agrees to use their authorized funds to provide the services which are appropriate to this agreement, as specified, and are compatible with their mission and the use and constraints of their funding.

Each partner agency agrees to provide the resources necessary to fund their proportionate share of the costs as contained in the Shared Operating Budget spreadsheet included with this Resource Sharing Agreement.

V. IDENTIFICATION OF SHARED COSTS

The costs identified as shared costs are reflected in the budget document included with this Resource Sharing Agreement. The costs are incurred by partners in the provision of customer services through the SC Works delivery system. Changes to the list of financially contributing partners included in the budget will result in changes to the allocations for the remaining partners. Therefore, any changes to the list of partners included in the budget must be submitted in a timely manner to all partners of this agreement in the form of a written addendum to ensure fiduciary responsibility and accurate quarterly invoicing. Failure to adhere to this standard may result in disputed proportionate share amounts and failure to remit payment. Additionally, prior to committing to a contractual and/or financial obligation of any kind that would involve payment from DEW or other financially contributing Partners, the Operator must consult with and obtain approval from the contributing Partner(s). Each entity has its own procurement process and is responsible for ensuring that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure by any party (COG, Operator or Partner) to adhere to this standard may result in disputed charges and a refusal to remit payment.

Facility Costs. Facility costs are defined as those actual costs related to the facility use, maintenance and operation of the Waccamaw 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 Waccamaw SC Works Centers in the

Waccamaw Workforce Development Area. Such costs shall be allocated on the basis of a partner's total full-time employees (FTEs), those staff working thirty (30) hours or more per week, assigned to and working within Waccamaw SC Works Centers requiring a regular working space that may consist of an office or desk or other dedicated work space. For partners with funding limitations, in-kind allocations are acceptable.

Waccamaw Regional Council of Governments, or its designee, shall not enter into a lease agreement to move offices that include DEW staff without consulting with the Administration, Support, and Operations Division at the DEW prior to the execution of a lease agreement. Once DEW has agreed to the terms of a lease agreement to move offices that include DEW staff and the lease has been executed, an addendum to this Resource Sharing 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 pro-rated by both parties.

Maintenance Costs. Maintenance and Facility Operations costs include the following unless otherwise noted: landscaping, janitorial/cleaning maintenance, routine build maintenance and repairs, including HVAC, and pest control.

Supplies, Equipment, and IT-Related Costs. 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. For Program Year 2016, DEW will purchase all Department of Employment Workforce staff supplies needed, including business cards, through the appropriate DEW program manager (UI Hub Manager or WED Regional 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 DEW quarterly and will be shared proportionately across all programs located in the Center according to the quarterly staffing addendum.

Equipment costs are those related to the use of rented equipment, such as Xerox machines, etc. (including paper and ink for the machine) and will be shared proportionately by the staff/partner using the equipment. Beginning in PY 2015, DEW no longer shared the use of DEW leased copier machines with partner staff or customers. All DEW staff is required to use DEW equipment only. The Xerox machines have the capability for file storage, email and fax, and are specifically configured to allow email access within the Department of Employment Workforce network only. Partner staff will be responsible for providing the necessary equipment for their staff as well as any necessary customer equipment in public access space (i.e. resource rooms). DEW will share in the cost of public access equipment only, as provided by the Operator, and used only by Center customers. These costs should be reconciled and invoiced to DEW quarterly and will be shared proportionately across all programs located in the Center according to the quarterly staffing addendum.

Public access equipment, not including personal computers, is currently two (2) printers in the Conway Center.

DEW IT supports only DEW staff in all facilities. Computers and other technology, such as phones, printers, and copiers are the responsibility of the Operator's selected provider for IT support.

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

Network Closets. Network closets contain storage racks that hold all network equipment related to network connectivity in both DEW facility host and non-host facilities. DEW owned equipment must remain accessible to DIBS network staff during normal operating hours and may require after-hours access.

Existing internet circuits owned and maintained by DEW may be refitted to better accommodate the total number of staff on any given network and DIBS will provision bandwidth at their own discretion.

Public Access Computers. DEW agrees to share in the cost of public access personal computers in all centers (i.e. necessary and reasonable in-scope costs of resource rooms and shared computer labs) as outlined in the Resource Sharing Agreement IT Guiding Principles issued by DEW in 2015. The public access IT costs will be shared on a percentage basis according to services provided by WIOA and DEW. These services will be allocated by center traffic counts. Actual costs must be reconciled and invoiced to DEW quarterly in accordance with the methodology described in the Resource Sharing Agreement IT Guiding Principles.

As part of reconciling IT costs, DEW will be provided a copy of all current IT service provider contracts and/or work orders and any forthcoming modifications.

- **Shared Network Access.** In the case that DEW staff presence is minimal; DEW may request to provide service DEW staff through a VPN tunnel. A VPN tunnel allows for a "shared" Internet connection to be divided into separately managed connections. This method maintains administrative control of DEW connections and equipment without interfering with the Operator's own network management. Any requests for access of this type will be negotiated between

the Operator's IT service provider and the infrastructure and Information Security Unit of DIBS. Once agreement has been reached and a VPN connection is established and in use by DEW staff, any changes in IT services affecting such connection are prohibited without prior notification to the Information Security unit of DIBS.

Telephone (VoIP and Analog). DEW will provide and maintain telephone (either VoIP or analog) for DEW staff in all locations where a DEW circuit is in place and active, and has sufficient bandwidth for telephone support. In offices where DEW presence is minimal, or where the Operator is providing phone service, the Operator shall bill the DEW for the provision of phones for the DEW staff. Invoicing will be quarterly based on monthly billing by the Operator's telephone service provider. In cases where a telephone cannot be provided or supported by either party, DEW may choose to provide or request alternate communication methods as needed on a case-by-case basis.

Privacy and Personally Identifiable Information (PII). The protection of private and PII data is of the highest priority. DIBS staff is committed to complying with all federal and state laws, regulations, and guidance regarding protection of PII, including IRS Publication 1075. Any suspected breach in data security should be reported to DEW Information Security staff immediately at infosec@dew.sc.gov. In the event data security is suspected of being compromised, DIBS staff will take immediate corrective action, including but not limited to suspending access to data and application resources.

Partners agree to safeguard and protect confidential and personally identifying information pursuant to Federal and State law and IRS Publication 1075. Partners with access to unemployment information from DEW must maintain these records pursuant to S.C. Code Ann 41-29-150 through -170 and 20 C.F.R. 603. These requirements survive the duration of this agreement.

VI. PROPORTIONATE SHARE

The Workforce Innovation and Opportunity Act (WIOA) and its related regulations and guidance establish, as a starting point, the expectation that SC Works partners will share proportionately in the cost of the SC Works system. Therefore, to the extent applicable, costs will be shared based on the proportionate share model. Partners' tangible and intangible contributions will be identified and agreed upon based on the requirements of their respective Resource Sharing Agreements.

The parties understand that the FTE proportionate share may be adjusted at the beginning of each quarter but within the first ten (10) business days of the quarter. Adjustments must be shown on the Quarterly Staffing Addendum Signature Sheet, included to this Resource Sharing Agreement. Quarterly staffing counts will be reconciled and submitted to DEW along with invoices and supporting documentation

reflecting actual expenses for payment. Staffing counts should be based on the first business day of the quarter and the addendum must be submitted by both parties within ten (10) business days of the beginning of the quarter. Any deviations or adjustments made to the proportionate share formulas will be presented in writing and agreed upon by both parties in the form of the attached addendum to the original agreement.

VII. FACILITY HOSTS AND PROPERTY ASSUMPTIONS

- a. DEW owns the building which houses the Waccamaw SC Works Centers in Kingstree and Conway. The costs associated with the usage, operation and routine maintenance of the Conway facility shall be included in the Resource Sharing Agreement budget. The annual building depreciation cost will be an in-kind contribution by DEW and will be included in the Resource Sharing Agreement for the Conway facility. The costs associated with the Kingstree location are not shared in accordance with this agreement and will be invoiced to Waccamaw quarterly.
- b. The Operator agrees that DEW staff will have access to their assigned work areas during standard business hours during the work week and during extended work hours, as special projects, information technology maintenance, extraordinary circumstances or workload may require. The Operator will provide to the DEW staff supervisor access to the main entrance and to the DEW assigned work areas to enable DEW staff to have access during extended hours or emergencies, as needed. DEW agrees the assigned staff supervisor, when possible, will provide advanced notice to the Operator if extended hours, including weekend hours are needed.
- c. The WRCOG, or through its contracted service provider, if applicable, is the facility host for the Georgetown facility. The costs associated with the rent, operation and maintenance of the facilities named above shall not be included in this agreement budget due to DEW's current service delivery model.

VIII. CONTRACTORS, QUOTES FOR SERVICES AND RELATED COST LIMITS

- a. **Contractors, Quotes & Obligations.** Contractors, particularly those involved in, but not limited to, building repairs or improvements, should be mutually agreed upon by the Center Operator and DEW. 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 or its designee is responsible for advising the non-host partner of the need, securing contractor quotes and submitting this detail for review to pertinent parties on both sides. Contractor selection must be agreed upon by both parties prior to the execution of work.

Additionally, any party must consult with DEW prior to committing to a contractual obligation that would involve DEW funds. Failure by either the Operator or DEW to adhere to this standard may result in disputed charges and a refusal to remit payment.

- b. **Capital Improvement & Current Repair Needs.** Facility hosts with capital improvement needs of any nature must address those needs independent of this Resource Sharing Agreement and budget. Such repairs could be unresolved ADA modifications, roof repairs, HVAC replacement, conditions resulting from deferred maintenance, 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 FTE cost sharing methodology.

IX. RECONCILIATION OF SHARED COSTS

- a. DEW will be responsible for reconciling and invoicing respective cost under this agreement as it relates to the Waccamaw SC Works Conway and Kingstree facilities. Each party should submit invoices, along with 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. Under DEW's current service delivery model, DEW does not have full-time staff at the Kingstree and Georgetown facilities and therefore, will not cost-share in those locations.
- b. The proportionate share methodology shall be determined by the party's FTE proportionate share ratio formula. The party's FTE proportionate share ratio formula shall be based on the number of full-time employees (employees working 30 hours or more per week) in the facility.

DEW and the WRCOG understand that the FTE proportionate share may be adjusted upon quarterly review due to current vacancies and/or the hiring of staff. Adjustments must be in written agreement by the parties in the form of the attached staffing addendum. The fully executed staffing addendum is due within ten (10) business days of the beginning of each quarter.

- c. Any failure of the parties to submit payments by the deadlines set forth in this Resource Sharing Agreement will be subject to the dispute resolution process outlined below. If either party disputes any costs, that party has thirty (30) days from receipt of the reconciliation to submit a dispute.

X. DISPUTE RESOLUTION PROCESS

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of the parties to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Waccamaw Workforce Development Board within thirty (30) days, 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 party, or the Executive Director's designee, and the Waccamaw Workforce Development Board or designated Committee of the Board shall attempt to mediate and resolve the dispute. If a resolution cannot be reached, an explanation as to pending solutions may be stated and written notice provided to DEW as State Administrative Entity and the representatives of the parties involved.

Similarly, any disputes initiated by DEW shall, on first attempt, be resolved informally. Should 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.

XI. PROPERTY INSURANCE

The facility host or lessee shall obtain and hold appropriate and sufficient property insurance as the owner of the Waccamaw SC Works Kingstree and Conway facilities. Reference Insurance Policies for DEW (more specifically "Tort Liability" and "Building Insurance" Coverage).

XII. DEW-FACILITY USAGE AGREEMENT

- a. The specific purpose of this agreement is to provide a method for DEW to provide a Facilities Usage Agreement with the WRCOG and to provide a method of payment for the use of the subject property. It is understood that use of the DEW-owned facility is an in-kind resource contribution as outlined in TEGL 7-04 – *Issues Related to Real Property Used for ETA Program Purposes*.
- b. The parties understand and agree to the terms of this agreement. WRCOG certifies that it is financially responsible to DEW for all charges incurred in the Facilities Usage Agreement designated for Waccamaw SC Works Center

operations use of the facilities during the period for which this agreement is in effect.

- c. The real property affected by this agreement is located at 530 Martin Luther King Avenue in the City of Kingstree, South Carolina and at 200-A Victory Lane in the City of Conway, South Carolina.
- d. It is understood that all subject matter related to the operations and maintenance of the facility will be outlined in the Resource Sharing Agreement that should include but is not limited to the following:
 - Lease/Rent/Proportionate Share of Depreciation Cost
 - Utilities
 - Landscaping
 - Janitorial and Cleaning Maintenance
 - Non-capital Building Maintenance and Repairs
 - Routine HVAC Maintenance
 - Equipment Rental Expenses
 - Security/Security Guard
 - Pest Control
 - Supplies (Public Access and Common Spaces Only)
- e. WRCOG shall be responsible to pay the proportionate share of the quarterly depreciation for any building and improvements, not yet fully depreciated, within thirty (30) days upon receipt of an invoice from DEW. DEW will provide an invoice following each quarter to reflect actual expenses and Waccamaw Workforce Development Actual proportionate share. The annual building depreciation cost will be an in-kind contribution by DEW and will be included in this agreement budget. It is agreed that the proportionate share methodology shall be determined by the FTE proportionate share ratio formula. The parties' proportionate share ratio formula shall be based on the number of FTE employees in the facility and agreed upon by both parties in the form of the staffing addendum included in this agreement. Effective August 1, 2016, the use of all tobacco products, including smokeless tobacco and electronic cigarettes, is prohibited by all personnel, contractors, and customers in any facility or on any property owned or controlled by DEW including parking lots, parking garages, sidewalks, and breezeways. Additionally, DEW employees assigned to property locations not controlled by DEW are prohibited from using all tobacco products while on site.

XIII. DEW-OWNED BUILDING MAINTENANCE PROCEDURES

During PY 2016, regional/statewide contracts for janitorial, landscaping, and HVAC services are in place for all DEW-owned buildings. All building issues or concerns related to these three services should be referred to DEW's Facility Management Department at FacilityMaintenance@dew.sc.gov.

There are two ways local offices can address other building maintenance or repair work within DEW owned buildings:

1. The first option is to address the maintenance issue at the local office level by recognizing the problem and soliciting local vendor bids. Such maintenance issues include repairs to plumbing, electrical, general maintenance, etc.

- A. For bids under \$2500, the DEW Regional Manager, UI Hub Manager, or Field Service Manager can work with their immediate supervisor for approval (for offices that are SC Works Centers – the Operator should be included in discussions prior to requesting approval). To establish a “fair and reasonable” price for these repairs, more than one vendor should be contacted. This information can be obtained through verbal communication with vendors and then documented according to date of contact, name of company contacted, person contacted, and quoted amount.

Once the work is completed and meets your approval, the approved invoice should be sent to the DEW Department of Finance for payment. All invoices must have the signature of the DEW Regional Manager approving the work, date of approval, cost center number and appropriate funding code. A copy of the approved invoice should be given to all partners sharing in the costs.

- B. Non-capital maintenance issues with bids over \$2500, Support Operations should be contacted for further guidance. Since DEW will be paying these invoices, we will need to follow the SC Procurement Code. The approved invoices for these items should be sent directly to Support Operations at SupportOperations@dew.sc.gov.

2. The second option is to request DEW's Facilities Management assistance in local office repairs and maintenance. They can provide a quote to the local office or guidance as to the best route to take to address the problem.

XIV. ASSURANCES

- A. This agreement will be interpreted under South Carolina Law or federal law as applicable.

- B. Each partner warrants that it will comply with all federal, state, and/or local laws and regulations that apply to this agreement, including but not limited to, Workforce Innovation and Opportunity Act and its applicable rules and regulations.
- C. Functions or separateness mandated by state or federal law will not be violated or abridged in the pursuit of co-location of Center partners.
- D. Partners shall obtain agreement with other partners prior to entering into a contractual obligation that involves shared funds.
- E. Areas designated as common areas within the partnership facilities may be used by all partners. These areas will be maintained, by the building owner or leaseholder, in good condition and in compliance with the applicable provisions of the Americans with Disabilities Act, and the regulations issued thereunder.
- F. Partners will participate in developing a coordinated planning process. This process will assist the partners in identifying the needs of the local workforce and the business community and help set priorities for services based on those needs.
- G. Partners will participate in the development of the Center's procedures, policies, business plan, operational agreement and accounting processes as applicable.
- H. Partners agree to safeguard and protect confidential and personally identifying information pursuant to Federal and State law and IRS Publication 1075. Partners with access to unemployment information from DEW must maintain these records pursuant to S.C. Code Ann. 41-29-150 through -170 and 20 CFR 603. These requirements survive the duration of this agreement.
- I. Partners will participate in establishing processes for center/system client flow, assessment/case management, job development, referrals, placements, staff capacity building, space requirements, standards of operations, and resolution of disputes with other system partners.
- J. The designated Operator will serve as the fiscal agent and is responsible for accounting and other fiscal and administrative activities for the Center. Fiscal and administrative costs will be allocated to the partners according to the terms of the Cost Allocation Plan.

XV. AGREEMENT MANAGEMENT

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

COG/Operator: Waccamaw Regional Council of Governments

Name: Sarah Smith
Address: 1230 Highmarket Street, Georgetown, SC 29440
Phone: 843-546-8502
Fax: 843-527-2302
Email: ssmith@wrcog.org

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

XVI. MODIFICATION

The parties recognize that modifications may be necessary during the period the Resource Sharing Agreement is in effect. Any modification to the Resource Sharing Agreement must be in writing and signed by all the signatories. Oral modifications shall have no effect. This Resource Sharing Agreement shall be reviewed and modified annually to account for changes in the allocation of costs to the parties. If any provision of this Resource Sharing Agreement is found to be unenforceable for any reason, all remaining provisions of the Resource Sharing Agreement shall remain in full force and effect.

XVII. TERMINATION

Withdrawal from the agreement requires ninety (90) calendar days written notice to the other parties. If either partner fails to receive funding, appropriations, limitations or other expenditures authority at levels sufficient to allow either party. In the exercise of reasonable administrative discretion, to meet its payment obligations under the Memorandum of Understanding or Resource Sharing Agreement, the agreement may be terminated immediately.

Furthermore, upon the withdrawal of any party, the future costs associated with this agreement shall be reallocated among the remaining agencies, and this agreement shall be modified in writing, accordingly.

XVIII. DURATION OF AGREEMENT

This agreement shall be in effect July 1, 2016 through June 30, 2017 regardless of signature dates and remains in effect until terminated by the repeal of the Workforce Innovation and Opportunity Act or in accordance with this section.

Reference to funds identified in support of the Resource Sharing Agreement is contingent upon receipt of those funds by the partners. Any party may withdraw from

this agreement in the event funding for the mandatory program is eliminated or the party is no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding.

Non-WIOA required Waccamaw SC Works partners may withdraw from the Memorandum of Understanding at the conclusion of any program year, by giving written notice, of their withdrawal, to the SC Works Manager at least ninety (90) days prior to the effective date of withdrawal. Upon the withdrawal of any partner, any continuing costs associated, with this agreement, shall be reallocated by the SC Works Manager among the remaining partners. Should any party to the Memorandum of Understanding withdraw the Memorandum of Understanding remains in effect with respect to the remaining parties.

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

Approved and Accepted by:

Approved and Accepted by:



Sarah P. Smith
Executive Director
Waccamaw Regional Council of Governments

Cheryl M. Stanton
Executive Director
SC Department of Employment and
Workforce

Date

Date