

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

---

The parties included in this MOU are the Santee-Lynches Workforce Development Board (LWDB), Chief Elected Officials (CEO), Eckerd Connects, the SC Works Operator (OSO) and the required partners identified in the Act and other optional partners (hereinafter referred to as “Parties”). The partners’ respective programs are identified on the signature pages of this agreement.

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

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

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

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

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

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

With approval of the Local Board and chief elected officials, WIOA also allows other partners to be a part of the workforce system, including local employers and community-based, faith-based, and/or non-profit

organizations, as well as employment, education, and training programs provided by public libraries or in the private sector. Optional partner outreach is strongly encouraged as these partnerships are necessary to provide job seekers with the high-quality career, education, and supportive services needed to place them with businesses seeking skilled workers. Optional partners must meet the same conditions as required Parties.

Each Partner agrees to:

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

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

Purposes:

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

The Parties agree to:

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

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

## Services

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

### Career Services

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

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

### Unemployment Insurance (UI) Services

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

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

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

### **Accessibility**

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

### **Certification**

The Parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. Local Boards will use the State issued certification standards to access and certify SC Works centers. The criteria will evaluate the SC Works centers and SC Works delivery system for effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement. Evaluations of effectiveness will include how well the SC Works center integrates available services for

participants and businesses, meets the workforce development needs of participants and local employers, operates in a cost efficient manner, coordinates services among the SC Works partner programs, and provides maximum access to partner program services even outside regular business hours. These evaluations will include criteria evaluating how well the centers and delivery systems take actions to comply with the disability-related regulations implementing WIOA. All Parties must work together to establish processes and services to achieve and maintain the required certification.

### **Center Management**

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

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

### **Eligibility**

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

### **Staff Management**

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

### **Dispute Resolution**

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

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

5. The SWDB will hear the dispute and provide a recommendation within 60 days.
6. The parties will be notified in writing of the SWDB recommendation within 20 days.

### **Modification and Assignment**

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

### **Termination**

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

### **Oversight**

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

### **SC Works Partner Meetings**

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

### **System Integration and Referral**

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

### **Confidentiality**

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

- b. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable laws, including ensuring that Confidentiality Agreements with DEW are executed and maintained by active system users. Each Party expressly agrees to take measures to provide that no PII or other personal or confidential information is accessible by unauthorized individuals.
- c. Customer information, on employers and job seekers, will be shared in accordance with separate partner confidentiality agreements. Parties agree that confidentiality of customer information will be maintained at all times. Parties agree to safeguard and protect confidential and personally identifying information pursuant to applicable Federal and State law, and 2 CFR 200.79. Parties with access to unemployment insurance information from the S.C. Department of Employment and Workforce must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through 170, 20 CFR Part 603, and IRS Publication 1075, which require that certain S.C. Department of Employment and Workforce data be kept confidential. These requirements survive the duration of this agreement.
- d. With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. 1232g and 34 CFR Part 99.
- e. With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

### **Grants Management**

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

### **Compliance**

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

### **Liability Insurance**

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

### **Severability**

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

**Assurances and Certifications:**

1. The Parties will ensure that no person shall be discriminated against in consideration for or receipt of employment and training services or staff position on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief. Each participant shall have recourse through the appropriate complaint procedure.
2. The Parties will strictly adhere to all Federal, State, and Local laws that pertain to Employment and Training, including Minor Labor and Civil Rights Laws.
3. It is expressly understood and agreed by the Parties that employees performing work within the SC Works system remain at all times employees of their respective agencies.
4. No funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.
5. Each member of the Parties assures that it is an equal opportunity employer and is aware of and shall comply with Equal Opportunity (EO) provisions as mandated by state and Federal statutes and regulations.
6. The Parties will not expose employees or customers to surroundings or working conditions which are unsanitary, hazardous, or dangerous. SC Works centers will be operated in accordance with reasonable safety practices.
7. The Parties will each comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.



## INFRASTRUCTURE FUNDING AGREEMENT (IFA)

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

The Santee-Lynches LWDA has the following SC Works Centers that are designed to provide a full range of assistance to job seekers and businesses:

Sumter SC Works Center (Comprehensive)	
Ray Jackson, SC Works Operator	Phone: (803) 774-1402
31 East Calhoun Street, Sumter, SC 29150	Email Address: <a href="mailto:rajackson@eckerd.org">rajackson@eckerd.org</a>
Operating Hours: 8:30 am – 5:00 pm Extended Hours (2 <sup>nd</sup> and 4 <sup>th</sup> Mondays): 8:30 am – 6:00 pm	Website: <a href="http://www.santeelynychescog.org/workforce-development">http://www.santeelynychescog.org/workforce-development</a>

Camden SC Works Center (Affiliate)	
Ray Jackson, SC Works Operator	Phone: (803) 432-5153
1111 Broad Street, Camden, SC 29020	Email Address: <a href="mailto:rajackson@eckerd.org">rajackson@eckerd.org</a>
Operating Hours: 8:30 am - 4:00 pm	Website: <a href="http://www.santeelynychescog.org/workforce-development">http://www.santeelynychescog.org/workforce-development</a>

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

- Lease/Rent
- Utilities
- Landscaping
- Janitorial and cleaning maintenance
- Building maintenance and repairs
- HVAC maintenance
- Equipment rental expenses
- Security System
- Security Services (Sumter only)
- Pest Control
- Supplies (public access and common spaces only)
- Front Desk Position (Sumter only)

The Parties may also share other costs that support the operations of the centers, as well as the costs of shared services that are authorized for and may be commonly provided through the SC Works partner programs to any individual, such as initial intake, assessment of needs, identification of appropriate services to meet such needs, evaluation of basic skills, referrals to other partners, and business services. The Parties have agreed to cost share in the following additional shared services and estimated costs as listed below

and in the attached Shared Operating Budget. Final costs for all agreed upon additional shared services will be presented and approved by the Parties prior to actual purchase or procurement of services. Failure to do so may result in disputed charges and a refusal to submit payment.

Agreed upon Additional Shared Services Est. Cost	Description
\$200	TABE Tests (Sumter Adult Education)
Front Desk Position	See Addendum

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

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

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

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

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

financial responsibility of the facility host. However, maintenance and repairs occurring from daily operations will be shared proportionately utilizing the agreed upon cost sharing methodology.

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

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

Center/Location	Number and Type of Public Access Equipment ( <i>not including PCs</i> )
Sumter SC Works Center	1 Copier/Printer
Camden SC Works Center	1 All in one Copier/Printer/Fax Machine

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

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

<i>Camden SC Works Center</i>	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
<b>Number of PCs</b>	18	N/A	3	21
<i>Sumter SC Works Center</i>	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
<b>Number of PCs</b>	30	N/a	5	35

**Shared Network Access** - In a facility where partner staff presence is minimal, the Parties may request the County/COG/Operator on behalf of the LWDB provide IT services for their staff or through a VPN tunnel. A VPN tunnel allows for a “shared” internet connection to be divided into separately managed connections. This method maintains administrative control of partner connections and equipment without interfering

with the County/COG and/or the Operator's own network management. Any requests for shared services or access of this type will be negotiated between the applicable entity's IT service provider and the partner. Once agreement has been reached and/or a VPN connection is established and in use by partner staff, any changes in IT services affecting such connection are prohibited without prior notification to the affected partner.

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

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

- **One Day - .20** (20% of a work week);
- **Two Days - .40** (40% of a work week);
- **Three Days - .60** (60% of a work week);
- **Four Days - .80** (80% of a work week); and
- **Five Days - 1** (100% of a work week).

Staff assigned to work only "half-days" in a facility on a weekly basis will be counted proportionately as defined below:

- **One Day - .10** (half of 20% of a work week);
- **Two Days - .20** (half of 40% of a work week);
- **Three Days - .30** (half of 60% of a work week);
- **Four Days - .40** (half of 80% of a work week); and
- **Five Days - .50** (half of 100% of a work week).

Affiliate locations where services are provided only on a monthly basis will not be included in the proportionate share.

- a. Staffing levels will determine the proportionate share percentage of infrastructure and additional shared services costs for which each Partner will be responsible for by location and program. Billing of each individual Center's costs will be based on the staff count as indicated in the attached Staffing Addendum. The addendum must be completed and signed by all cost-sharing Parties with the execution of this MOU. Staff counts must be based on planned staffing levels for the duration

of the PY at the time of signature. Permanent adjustments to staffing levels for the duration of the PY (outside those of routinely occurring vacancies) will require the addendum and effective date to be revised and signed by all Parties. Any Party may request a new staffing addendum be executed at any time based on permanent staffing changes. The staffing addendum will be submitted to the Parties with invoices and supporting documentation reflecting actual expenses for payment.

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

**Reconciliation of Shared Costs** - In turn, the COG, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Partners for costs under this agreement as it relates to the Sumter and Camden SC Works Center(s). The Santee-Lynches COG, host for the Sumter and Camden SC Works centers, is responsible for reconciling and invoicing facility costs to the applicable partners. All invoices should be submitted to the Partners, with invoices and supporting documentation, reflecting the actual quarterly expenses paid during the quarter, within 45 days after the quarter ends. Special reporting requirements may be instituted for the 4<sup>th</sup> quarter for the period ending June 30<sup>th</sup>, to ensure payment occurs within the correct fiscal year. Partners should remit payments to the COG within 45 days following the date the invoice is emailed to the Partner. Any failure to submit payments by the deadlines set forth in this agreement will be subject to the dispute resolution process outlined above. If any partner disputes any costs, they have 30 days from the receipt of the reconciliation to submit a dispute.

All invoices presented hereunder will be supported by a standard Excel worksheet summarization of the charges detailing, for each invoice containing shared costs, the vendor name, the month of service covered, the total invoice amount, the shared cost portion of the invoice, and each Partner's allocated portion of those shared costs. The Partners will mutually agree on the worksheet to be used for this purpose, and the final agreed-upon worksheet will be provided to DEW and the COG. The worksheets will be submitted to the Partners in Excel file format and will be accompanied by PDF copies of all vendor invoices or other documentation supporting charges listed in the worksheet. No cost-sharing invoices will be processed for payment unless they are supported by the agreed worksheet transmitted in Excel file format, and no charges will be paid unless supported by a PDF of a vendor invoice or other documentation deemed sufficient by the Partner invoiced.

### **Duration**

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

### **Loss of Funds**

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

### **Agreement Management**

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

<b>Partner Entity:</b> Santee-Lynches COG	<b>Partner Entity:</b> Santee-Lynches LWDA	<b>Partner Entity:</b> Eckerd Connects
<b>Name &amp; Title:</b> Rachel Katorkas, Finance Chief	<b>Name &amp; Title:</b> Areatha Clark, Deputy Executive Director/Workforce Chief	<b>Name &amp; Title:</b> Ray Jackson, SC Works Operator/Center Manager
<b>Mailing Address:</b> 2525 Corporate Way, Suite 200, Sumter, SC 29154	<b>Mailing Address:</b> 2525 Corporate Way, Suite 200, Sumter, SC 29154	<b>Mailing Address:</b> 31 East Calhoun Street, Sumter, SC 29150
<b>Phone:</b> (803) 774-1997	<b>Phone:</b> (803) 774-1405	<b>Phone:</b> (803) 774-1402
<b>Email:</b> <a href="mailto:rkatorkas@slcog.org">rkatorkas@slcog.org</a>	<b>Email:</b> <a href="mailto:aclark@slcog.org">aclark@slcog.org</a>	<b>Email:</b> <a href="mailto:rajackson@eckerd.org">rajackson@eckerd.org</a>

### Authority and Signatures

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

### Effective Date

Without regard to the date of signatures below, the Parties agree the effective date of this agreement is July 1, 2022.

### Attachments

- A: WIOA Required Services by Partner*
- B: SC Works Partners and Corresponding Status*
- C: Referral Process*
- D: SC Works Civility Policy*
- E: Shared Operating Budget*
- F: Staffing Addendum*
- G: Confidentiality Agreement*

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

**Chief Elected Officials:**

Clarendon County Council  
Dwight Stewart - Chair

Kershaw County Council  
Julian Burns - Chair

*Dwight L. Stewart, Jr.* 6/27/2022  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Lee County Council  
Travis Windham - Chair

Sumter County Council  
James McCain - Chair

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

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

Chief Elected Officials:

Clarendon County Council  
Dwight Stewart - Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Kershaw County Council  
Julian Burns - Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

28 June 22

Lee County Council  
Travis Windham - Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sumter County Council  
James McCain - Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## SC WORKS SYSTEM

**Chief Elected Officials:**

Kershaw County Council  
Julian Burns - Chair

---

Signature

Date

Sumter County Council  
James McCain - Chair

Signature \_\_\_\_\_ Date \_\_\_\_\_

**THE SANTEE-LYNCHES WORKFORCE AREA**

**SC WORKS SYSTEM**

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

**Chief Elected Officials:**

Clarendon County Council  
Dwight Stewart - Chair

Kershaw County Council  
Julian Burns - Chair

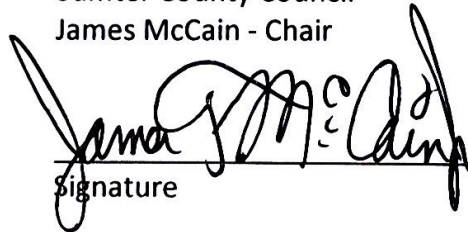
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Lee County Council  
Travis Windham - Chair

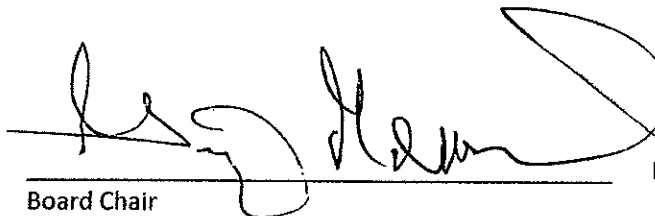
Sumter County Council  
James McCain - Chair

\_\_\_\_\_  
Signature Date

  
Signature Date 06/27/2022

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

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

  
\_\_\_\_\_  
Board Chair      Date: 6/21/2022

Ray Jackson  
\_\_\_\_\_  
Operator      Date: 6/21/2022

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

**Eckerd Connects** is the designated local grant recipient responsible for administering the following title I WIOA programs:

- Adults;
- Dislocated Workers;
- Youth

  
Kalen J. Kunkel, VP of Operations  
Local Grant Recipient Authorized Official

Date: 5/16/2022

**THE SANTEE-LYNCHES WORKFORCE AREA**

**SC WORKS SYSTEM**

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

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

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

  
G. Daniel Ellzey  
Executive Director

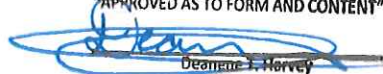
Date: 6/15/22

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

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

  
Felicia W. Johnson, Commissioner

Date: 06/20/2022

"APPROVED AS TO FORM AND CONTENT"  
  
Deanne T. Hervey  
SCVRD Legal Counsel

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

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



Darline Graham, Commissioner

Date: 7/6/2022

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

**Sumter County Adult Education** is the designated local grant recipient responsible for administering the funds of Adult Education and Family Literacy Act Programs.

Vanessa Smith-Canty  
Director

Date: 6-10-22



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


**Kershaw County Adult Education** is the designated local grant recipient responsible for administering the funds of Adult Education and Family Literacy Act Programs.

  
\_\_\_\_\_  
Director

Date: 5/18/2022

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

Clarendon County Adult Education is the designated local grant recipient responsible for administering the funds of Adult Education and Family Literacy Act Programs.

  
Director

Date: 5-16-22

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

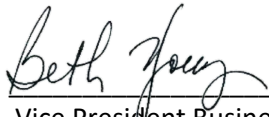
Darlington-Lee Adult Education is the designated local grant recipient responsible for administering the funds of Adult Education and Family Literacy Act Programs.

  
\_\_\_\_\_  
Director

Date:   
\_\_\_\_\_

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

**Central Carolina Technical College** is the designated local grant recipient responsible for administering the funds of Post-Secondary Education Programs (Perkins).



\_\_\_\_\_  
Vice President Business Affairs

Date: 08.03.2022

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

Wateree Community Actions, Inc. is the designated local grant recipient responsible for administering the funds of Community Services Block Grant Employment and Training Activities.

  
\_\_\_\_\_  
Director

Date: 6/10/2022

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

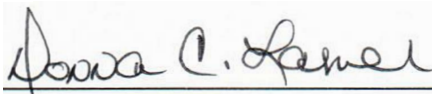
**SC Indian Development Council** is the designated local grant recipient responsible for administering the funds of Native American Programs.

*Chief Ralph Oxendine*  
\_\_\_\_\_  
Board Chairman

Date: 7/20/2022

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

**Sumter Housing Authority** is the designated local grant recipient responsible for administering the funds of HUD Employment and Training Activities.

A handwritten signature in black ink, appearing to read "Donna C. Hume", is written over a horizontal line.

Director

Date: 7-25-22

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

**Job Corps, US Department of Labor** is the designated local grant recipient responsible for administering the funds of Job Corps Programs.

  
\_\_\_\_\_  
Director

Date: 5/16/22



THE SANTEE-LYNCHES WORKFORCE AREA

SC WORKS SYSTEM

MEMORANDUM OF UNDERSTANDING

PURSUANT TO THE

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Telamon Corporation is the designated local grant recipient responsible for administering the funds of Migrant Seasonal Farmworker Programs.

DocuSigned by:

Susan Oney

26AC9D6368814DD...

6/30/2022

\_\_\_\_\_

Date: \_\_\_\_\_

Regional Director

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

**Palmetto Goodwill** is the designated local grant recipient responsible for administering the funds of Senior Community Service Employment Programs.



\_\_\_\_\_  
Director, Grants and Programs

Date: 5/16/2022

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

The **South Carolina Department of Social Services** is the sole entity and designated State agency responsible for administering:

- The Temporary Assistance to Needy Families (TANF) program authorized under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- The Supplemental Nutrition Assistance Program (SNAP) under the provisions in the Food and Nutrition Act of 2008.

Susan Roben

Digitally signed by Susan  
Roben  
Date: 2022.06.14  
12:21:54 -04'00'

Date: 6/14/2022

Susan Roben  
Chief Financial Officer

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

Goodwill Industries of Upstate/Midlands SC, Inc. is the designated local grant recipient responsible for administering the funds of Senior Community Service Employment Programs.

  
\_\_\_\_\_  
Tiffany Foster, Senior Missions Manager

Date: 5/24/22

## 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	X
Adult Education/Family Literacy		X	X		X	X	X	X			X	X	X
Wagner-Peyser		X	X	X	X	X	X	X	X	X	X	X	X
Rehab.Programs for Indiv. w/Disabilities		X	X	X	X	X	X	X			X	X	X
Post-Sec. Career & Tech. Ed. (Perkins)		X	X	X	X	X	X	X		X	X	X	X
CSBG Employment and Training		X	X		X	X		X				X	X
Native American Programs		X	X	X	X	X		X			X	X	X
HUD Employment and Training		X			X		X	X					
Job Corps		X	X	X	X	X		X		X	X	X	X
Veterans Employment and Training		X	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	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	X
YouthBuild (N/A)													
TANF		X	X	X	X	X	X	X			X	X	X
Second Chance Act (N/A)													
<p><b>Eligibility Determinations:</b> Determination if an individual is eligible for WIOA Adult, DW, or Youth programs.</p> <p><b>Outreach &amp; Orientation:</b> Information on and access to services in the SC Works system.</p> <p><b>Skills Assessments:</b> Initial assessment of skill levels including literacy, numeracy, English language proficiency, and aptitudes and abilities (including skills gaps).</p> <p><b>Labor Exchange:</b> Job search and placement assistance, career counseling, and non-traditional employment information.</p> <p><b>Partner Referrals:</b> Referrals to and coordination with programs and services within the SC Works system and other workforce programs.</p> <p><b>Provision of LMI:</b> 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.</p> <p><b>Provision of Performance Information:</b> Partner specific data on how local areas are performing on accountability measures relating to the area's overall SC Works system.</p>													
<p><b>Supportive Services:</b> Information relating to the availability of supportive services, such as child care and transportation, and referrals to supportive service programs, as needed.</p> <p><b>Unemployment Insurance Filing:</b> Information and assistance regarding filing claims for unemployment compensation.</p> <p><b>Financial Aid Assistance:</b> Assistance in establishing eligibility for financial aid programs not provided under WIOA.</p> <p><b>Individualized Career Services:</b> Individualized services provided to eligible customers, such as counseling and career planning, to help the customer obtain or retain employment.</p> <p><b>Access to Training Services:</b> Access to training services such as On-the-Job training, entrepreneurial, adult education and literacy, and customized training.</p> <p><b>Business Services:</b> Employer services, such as job fairs, recruitment assistance, and incumbent worker training, are made available to local employers.</p>													

**MOU Attachment B: SANTEE-LYNCHES SC WORKS PARTNER LIST**

**Sumter SC Works Center**  
**31 East Calhoun Street, Sumter, SC 29150**

**Camden SC Works Center**  
**1111 Broad Street, Camden, SC 29020**

<b>SC Works Partner</b>	<b>Location</b>	<b>Required or Optional</b>	<b>Representing</b>
Eckerd Connects	Sumter and Camden	Required	Title I- WIOA Adult and Dislocated Worker Programs
Sumter Adult Education	Sumter	Required	Adult Education and Family Literacy Act Programs
Clarendon County Adult Education	Off Site	Required	Adult Education and Family Literacy Act Programs
Kershaw County Adult Education	Off Site	Required	Adult Education and Family Literacy Act Programs
Lee County Adult Education	Off Site	Required	Adult Education and Family Literacy Act Programs
SC Department of Employment and Workforce	Sumter and Camden	Required	Wagner-Peyser Employment Services Program/Veterans Employment and Training Programs/Trade Adjustment Assistance Programs/Unemployment Compensation Programs
SC Commission for the Blind	Off Site	Required	Rehabilitation services/programs for the blind and visually impaired
Vocational Rehabilitation Department	Sumter and Camden	Required	Rehabilitation Programs for Individuals with Disabilities
Central Carolina Technical College	Off Site	Required	Post-Secondary Education Programs (Perkins)
Wateree Community Actions	Off Site	Required	Community Services Block Grant Employment and Training Activities
SC Indian Development Council	Off Site	Required	Native American Programs
City of Sumter Housing Authority	Off Site	Required	HUD Employment and Training Programs
Job Corps, US Department of Labor	Off Site	Required	Job Corps Programs
Telamon Corporation	Sumter	Required	Migrant and Seasonal Farmworker Programs
Palmetto Goodwill	Sumter	Required	Senior Community Service Employment Programs
Goodwill Industries of Upstate/Midlands SC	Camden	Required	Senior Community Service Employment Programs
SC Department of Social Services	Sumter	Required	Temporary Assistance for Needy Families (TANF) Programs
Eckerd Connects	Sumter and Camden and Off Site	Required	Title I – WIOA Youth Programs

## **MOU ATTACHMENT C**

### **CROSS REFERRAL AGREEMENT**

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

- (a) Referral Definition

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

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

Referrals between Parties 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 Parties, to facilitate each partner's individual intake process.

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

**MOU ATTACHMENT C-1**

**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
------	-------	----

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 PARTIES WITH SCWOS ACCOUNTS WILL UTILIZE THE REFERRAL SYSTEM IN SCWOS.**



**MOU ATTACHMENT D**

**SC Works Civility Policy**

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

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

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

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

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

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

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

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

Revised FTE Methodology MOU Template

MOU Attachment E (Shared Operating Budget)

<b>Santee-Lynches WDA</b>														
<b>Center Operating Budget for PY22</b>														
<b>July 1, 2022- June 30, 2023</b>														
<b>FTE Cost Allocation Methodology</b>														
Number of FT Employees	20.2	6	1	1	1	2	1	1	0.1	0.2	5	1	0.1	0.8
<b>SC Works Sumter (Comprehensive)</b>														
<b>Infrastructure Costs</b>														
Rent	\$ 84,059.04	24,965.53	4,160.92	4,160.92	4,160.92	8,321.85	4,160.92	4,160.92	420.30	832.18	20,804.62	4,160.92	420.30	3,328.74
Security System	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	\$ 10,900.00	3,237.30	539.55	539.55	539.55	1,079.10	539.55	539.55	54.50	107.91	2,697.75	539.55	54.50	431.64
Janitorial/Maintenance	\$ 2,000.00	594.00	99.00	99.00	99.00	198.00	99.00	99.00	10.00	19.80	495.00	99.00	10.00	79.20
Landscaping	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
General Repair	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	\$ 644.40	191.38	31.90	31.90	31.90	63.79	31.90	31.90	3.22	6.38	159.49	31.90	3.22	25.52
Depreciation (if applicable)*	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	\$ 5,000.00	-	-	-	-	-	714.50	714.50	-	-	3,571.00	-	-	-
Public Access PC Costs	\$ 10,535.00	3,128.90	521.48	521.48	521.48	1,042.97	521.48	521.48	52.68	104.30	2,607.40	521.48	52.68	417.19
Equipment Maintenance/Rental	\$ 1,500.00	445.50	74.25	74.25	74.25	148.50	74.25	74.25	7.50	14.85	371.25	74.25	7.50	59.40
Common area supplies**	\$ 6,000.00	1,782.00	297.00	297.00	297.00	594.00	297.00	297.00	30.00	59.40	1,485.00	297.00	30.00	237.60
Other - Front Desk Position	\$ 40,000.00	13,260.00	2,208.00	2,208.00	2,208.00	4,420.00	2,208.00	2,208.00	220.00	-	11,060.00	-	-	-
Other - Security	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Infrastructure Costs</b>	<b>\$ 160,638.44</b>	<b>\$ 47,604.61</b>	<b>\$ 7,932.10</b>	<b>\$ 7,932.10</b>	<b>\$ 7,932.10</b>	<b>\$ 15,868.21</b>	<b>\$ 8,646.60</b>	<b>\$ 8,646.60</b>	<b>\$ 798.20</b>	<b>\$ 1,144.82</b>	<b>\$ 43,251.51</b>	<b>\$ 5,724.10</b>	<b>\$ 578.20</b>	<b>\$ 4,579.29</b>
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Less Non-personnel In-kind Contributions	\$ 200.00	-	-	-	-	-	-	-	-	200.00	-	-	-	-
<b>Balance</b>	<b>\$ 160,438.44</b>	<b>\$ 47,604.61</b>	<b>\$ 7,932.10</b>	<b>\$ 7,932.10</b>	<b>\$ 7,932.10</b>	<b>\$ 15,868.21</b>	<b>\$ 8,646.60</b>	<b>\$ 8,646.60</b>	<b>\$ 798.20</b>	<b>\$ 944.82</b>	<b>\$ 43,251.51</b>	<b>\$ 5,724.10</b>	<b>\$ 578.20</b>	<b>\$ 4,579.29</b>
<b>Number of FTEs cost sharing Additional Cost</b>														
0														
<b>Additional Shared Services Costs</b>														
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Additional Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Total Budget</b>	<b>\$ 160,638.44</b>	<b>\$ 47,604.61</b>	<b>\$ 7,932.10</b>	<b>\$ 7,932.10</b>	<b>\$ 7,932.10</b>	<b>\$ 15,868.21</b>	<b>\$ 8,646.60</b>	<b>\$ 8,646.60</b>	<b>\$ 798.20</b>	<b>\$ 1,144.82</b>	<b>\$ 43,251.51</b>	<b>\$ 5,724.10</b>	<b>\$ 578.20</b>	<b>\$ 4,579.29</b>
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ 200.00	-	-	-	-	-	-	-	-	200.00	-	-	-	-
<b>Balance</b>	<b>\$ 200.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## MOU Attachment E (Shared Operating Budget)

<b>Santee-Lynches LWDA</b>												
<b>Center Operating Budget for PY22</b>												
<b>July 1, 2022 - June 30, 2023</b>												
<b>FTE Cost Allocation Methodology</b>												
<b>Number of FT Employees</b>	<b>6.7</b>	<b>3.5</b>				<b>0.5</b>	<b>1</b>		<b>0.1</b>		<b>1</b>	<b>0.6</b>
<b>SC Works Camden (Affiliate)</b>												
												<b>Eckerd Connects</b>
<b>Infrastructure Costs</b>	<b>Total</b>	<b>WP</b>	<b>UI</b>	<b>TAA</b>	<b>MSFW</b>	<b>Vet</b>	<b>TANF</b>	<b>SNAP</b>	<b>VR</b>	<b>Adult Ed</b>	<b>WIOA</b>	<b>Youth</b>
Rent	\$ 54,000.00	28,208.96	-	-	-	4,029.85	8,059.70		805.97	-	8,059.70	4,835.82
Security System	\$ -	-	-	-	-	-	-		-	-	-	-
Utilities	\$ -	-	-	-	-	-	-		-	-	-	-
Janitorial/Maintenance	\$ 2,500.00	1,305.97	-	-	-	186.57	373.13		37.31	-	373.13	223.89
Landscaping	\$ -	-	-	-	-	-	-		-	-	-	-
General Repair	\$ -	-	-	-	-	-	-		-	-	-	-
Pest Control	\$ -	-	-	-	-	-	-		-	-	-	-
Depreciation (if applicable)*	\$ -	-	-	-	-	-	-		-	-	-	-
Telephone (if applicable)	\$ 3,050.00	-	-	-	-	-	1,525.00		-	-	1,525.00	-
Public Access PC Costs	\$ 4,200.00	2,194.03	-	-	-	313.43	626.87		62.69	-	626.87	376.11
Equipment Maintenance/Rental	\$ 900.00	470.15	-	-	-	67.16	134.33		13.43	-	134.33	80.60
Common area supplies**	\$ 500.00	261.19	-	-	-	37.31	74.63		7.46	-	74.63	44.78
Other - please list	\$ -	-	-	-	-	-	-		-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-		-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-		-	-	-	-
<b>Total Infrastructure Costs</b>	<b>\$ 65,150.00</b>	<b>\$ 32,440.30</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,634.33</b>	<b>\$ 10,793.66</b>	<b>\$ -</b>	<b>\$ 926.86</b>	<b>\$ -</b>	<b>\$ 10,793.66</b>	<b>\$ 5,561.20</b>
Less Cash Contributions	\$ -	-	-	-	-	-	-		-	-	-	-
Less Non-personnel In-kind Contributions	\$ -	-	-	-	-	-	-		-	-	-	-
<b>Balance</b>	<b>\$ 65,150.00</b>	<b>\$ 32,440.30</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,634.33</b>	<b>\$ 10,793.66</b>	<b>\$ -</b>	<b>\$ 926.86</b>	<b>\$ -</b>	<b>\$ 10,793.66</b>	<b>\$ 5,561.20</b>
<b>Number of FTEs cost sharing Additional Costs</b>												
	<b>0</b>											
<b>Additional Shared Services Costs</b>												
	<b>Total</b>	<b>WP</b>	<b>UI</b>	<b>TAA</b>	<b>MSFW</b>	<b>VET</b>	<b>TANF</b>	<b>SNAP</b>	<b>VR</b>	<b>Adult Ed</b>	<b>WIOA</b>	<b>Other</b>
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Additional Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Less Cash Contributions	\$ -	-	-	-	-	-	-		-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-		-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Total Budget</b>	<b>\$ 65,150.00</b>	<b>\$ 32,440.30</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,634.33</b>	<b>\$ 10,793.66</b>	<b>\$ -</b>	<b>\$ 926.86</b>	<b>\$ -</b>	<b>\$ 10,793.66</b>	<b>\$ 5,561.20</b>
Less Cash Contributions	\$ -	-	-	-	-	-	-		-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-		-	-	-	-
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## MOU Attachment E (Shared Operating Budget)

<b>Santee-Lynches LWDA</b>				
<b>Total Local Area Operating Budget for PY22</b>				
<b>July 1, 2022 - June 30, 2023</b>				
<b>FTE Cost Allocation Methodology</b>				
<b>Infrastructure Costs</b>	<b>Sumter</b>	<b>Camden</b>	<b>Location 3</b>	<b>Totals</b>
Rent	84,059.04	54,000.00	-	138,059.04
Security System	-	-	-	-
Utilities	10,900.00	-	-	10,900.00
Janitorial/Maintenance	2,000.00	2,500.00	-	4,500.00
Landscaping	-	-	-	-
General Repair	-	-	-	-
Pest Control	644.40	-	-	644.40
Depreciation (if applicable)*	-	-	-	-
Telephone (if applicable)	5,000.00	3,050.00	-	8,050.00
Public Access PC Costs	10,535.00	4,200.00	-	14,735.00
Equipment Maintenance/Rental	1,500.00	900.00	-	2,400.00
Common area supplies**	6,000.00	500.00	-	6,500.00
Other - <b>Front Desk Position</b>	40,000.00	-	-	40,000.00
Other - Security	-	-	-	-
Other - please list		-	-	-
<b>Total Infrastructure Costs</b>	<b>\$ 160,638.44</b>	<b>\$ 65,150.00</b>	<b>\$ -</b>	<b>\$ 225,788.44</b>
<b>Additional Shared Services Costs</b>				
List Allowable Cost Item Agreed To	-	-	-	-
List Allowable Cost Item Agreed To	-	-	-	-
List Allowable Cost Item Agreed To	-	-	-	-
<b>Total Additional Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Total Budget</b>				<b>\$ 225,788.44</b>
*Quarterly costs from previous program year were annualized to project a baseline budget.				

## MOU Attachment E (Shared Operating Budget)

Santee-Lynches LWDA														
Total Budget by Program for PY22														
July 1, 2022 - June 30, 2023														
FTE Cost Allocation Methodology														
Number of FT Employees	26.9	9.5	1	1	1	2.5	2	1	0.2	0.2	6	1	0.1	1.4
	Total Locations													
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	Adult Ed	WIOA	Telamon MSFW	SCSEP	Eckerd Connects Youth
Rent	\$ 138,059.04	53,174.49	4,160.92	4,160.92	4,160.92	12,351.70	12,220.62	4,160.92	1,226.27	832.18	28,864.36	4,160.90	420.30	8,164.54
Security System	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	\$ 10,900.00	3,237.30	539.55	539.55	539.55	1,079.10	539.55	539.55	54.50	107.91	2,697.75	539.55	54.50	431.64
Janitorial/Maintenance	\$ 4,500.00	1,899.97	99.00	99.00	99.00	384.57	472.13	99.00	47.31	19.80	868.13	99.00	10.00	303.09
Landscaping	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
General Repair	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	\$ 644.40	191.38	31.90	31.90	31.90	63.79	31.90	31.90	3.22	6.38	159.49	31.90	3.22	25.52
Depreciation (if applicable)*	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	\$ 8,050.00	-	-	-	-	-	2,239.50	714.50	-	-	5,096.00	-	-	-
Public Access PC Costs	\$ 14,735.00	5,322.93	521.48	521.48	521.48	1,356.40	1,148.35	521.48	115.37	104.30	3,234.27	521.48	52.68	793.30
Equipment Maintenance/Rental	\$ 2,400.00	915.65	74.25	74.25	74.25	215.66	208.58	74.25	20.93	14.85	505.58	74.25	7.50	140.00
Common area supplies**	\$ 6,500.00	2,043.19	297.00	297.00	297.00	631.31	371.63	297.00	37.46	59.40	1,559.63	297.00	30.00	282.38
Other - Front Desk Position	\$ 40,000.00	13,260.00	2,208.00	2,208.00	2,208.00	4,420.00	2,208.00	2,208.00	220.00	-	11,060.00	-	-	-
Other - Security	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 225,788.44	\$ 80,044.91	\$ 7,932.10	\$ 7,932.10	\$ 7,932.10	\$ 20,502.53	\$ 19,440.26	\$ 8,646.60	\$ 1,725.06	\$ 1,144.82	\$ 54,045.21	\$ 5,724.08	\$ 578.20	\$ 10,140.47
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Less Non-personnel In-kind Contributions	\$ 200.00	-	-	-	-	-	-	-	-	200.00	-	-	-	-
Balance	\$ 225,588.44	\$ 80,044.91	\$ 7,932.10	\$ 7,932.10	\$ 7,932.10	\$ 20,502.53	\$ 19,440.26	\$ 8,646.60	\$ 1,725.06	\$ 944.82	\$ 54,045.21	\$ 5,724.08	\$ 578.20	\$ 10,140.47
Number of FTEs cost sharing Additional Costs	0													
Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	Adult Ed	WIOA	Telamon MSFW	SCSEP	Other
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total Budget	\$ 225,788.44	\$ 80,044.91	\$ 7,932.10	\$ 7,932.10	\$ 7,932.10	\$ 20,502.53	\$ 19,440.26	\$ 8,646.60	\$ 1,725.06	\$ 1,144.82	\$ 54,045.21	\$ 5,724.08	\$ 578.20	\$ 10,140.47
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ 200.00	-	-	-	-	-	-	-	-	200.00	-	-	-	-
Balance	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -

**MOU Attachment F (Staffing Addendum)****SC Works (Santee-Lynches)****PY22 STAFFING ADDENDUM SIGNATURE SHEET**Date Prepared: May 13, 2022**Local Area:**

Santee-Lynches Local Workforce Development Area  
2525 Corporate Way, Suite 200, Sumter, SC 29154

**Partner:**

SC Department of Employment and Workforce  
SC Department of Social Services  
SC Department of Vocational Rehabilitation Dept.  
Sumter County Adult Education  
Eckerd Connects  
Palmetto Goodwill  
Telamon Corporation

This addendum has the following effect on SC Works partners' proportionate shares for the following locations/suites:

<b>Comprehensive Center</b>	<b>SC Works (Affiliate)</b>
SC Works Sumter 31 East Calhoun Street Sumter, SC 29150	SC Works Camden 1111 Broad Street Camden, SC 29020

	<b>WIOA Partner Funded Staff</b>	<b>Eckerd Connects Youth</b>	<b>DSS Funded Staff</b>	<b>VR Funded Staff</b>	<b>DEW Funded Staff</b>	<b>Adult Ed Funded Staff</b>	<b>Telamon MSFW</b>	<b>SCSEP</b>	<b>Total Center Staff</b>	<b>Proportionate Share %</b>
C Works Sumter	5	.8	2	.1	11	.2	1	.1	20.2	WIOA - .2475% ; Eckerd - .0396%; DSS - .0990%; VR - .00495%; DEW - .5446%; AE - .0099%; Telamon - .0495%; SCSEP - .00495%
SC Works Camden	1	.6	1	.1	4				6.7	WIOA - .1493%; Other - .0896%; DSS - .1493%; VR - .0149%; DEW - .5970%
Works (location)										
Works (location)										
Works (location)										

Reason for Addendum: Staffing levels will determine the proportionate share percentage of facility costs for which each partner will be responsible for by location. Staffing counts should be based on planned staffing levels for the duration of the PY. During the PY, should permanent staffing changes occur, a partner may submit a written request to execute a revised addendum. Any modification to the addendum must have an agreed upon effective date and be signed by all partners.

<b>Staff Name (includes ALL Center staff)</b>	<b>Center and Program Assigned to Work</b>	<b># of Days and/or Half-days Assigned to Work per Week (e.g.: 1 day= .20; half-day= .10)</b>
Ray Jackson	SC Works Sumter – WIOA	5 days per week = 1
Ashley House	SC Works Sumter – WIOA	5 days per week = 1
Linda Young	SC Works Sumter – WIOA	5 days per week = 1
Kendra Hannibal	SC Works Sumter – WIOA	5 days per week = 1
Felicia Graham	SC Works Sumter – WIOA	5 days per week = 1
Berri Outlaw	SC Works Sumter – WP (DEW)	5 days per week = 1
Shawanna Sadler	SC Works Sumter – WP (DEW)	5 days per week = 1
John Cannon	SC Works Sumter – WP (DEW)	5 days per week = 1
Vacant	SC Works Sumter – WP (DEW)	5 days per week = 1
Brittany Gooden	SC Works Sumter – WP (DEW)	5 days per week = 1
Vacant	SC Works Sumter – WP (DEW)	5 days per week = 1
Raiford Hinton, Jr.	SC Works Sumter – Veterans (DEW)	5 days per week = 1
Evangeline Holmes	SC Works Sumter – Veterans (DEW)	5 days per week = 1
Vacant	SC Works Sumter – MSFW (DEW)	5 days per week = 1
Frederick Harris	SC Works Sumter – TAA (DEW)	5 days per week = 1
Crystal Engram	SC Works Sumter – UI (DEW)	5 days per week = 1
Deidre Smalls	SC Works Sumter – Other: WIOA	4 days per week = .80
Carol Lawson	SC Works Sumter – VR	½ day per week = .10
Fannie Lanon	SC Works Sumter – Adult Education	2 half days per week = .20
Roleesha Montgomery	SC Works Sumter – DSS	5 days per week = 1
Jeannine Gamble	SC Works Sumter – DSS	5 days per week = 1
Jean Day	SC Works Sumter – SCSEP	1/2 day per week = .10
Sharon Vaughn	SC Works Sumter – Telamon (MSFW)	5 days per week = 1
Vacant	SC Works Camden – WIOA	5 days per week = 1
Morgan Mose	SC Works Camden – WP (DEW)	5 days per week = 1
Kiara Jacobs	SC Works Camden – WP (DEW)	5 days per week = 1
Jimmie Williams	SC Works Camden – WP/Veteran (DEW)	5 days per week = 1
Adam Wagoner	SC Works Camden – (DEW)	5 days per week = 1
Shakeima Montgomery	SC Works Camden – VR	½ day per week = .10
Linda Young	SC Works Camden – Other – WIOA Youth	3 days per week = .60
Marilyn Chappell	SC Works Camden – DSS	5 days per week = 1



Revised FTE Methodology MOU Template

Agreement Period as of this Addendum

Beginning Date: July 1, 2022

Ending Date: June 30, 2023

Except as hereby amended, all terms and conditions of said agreement remain unchanged and in full force and effect.

Approved for Local Area and WIDA: Santee-Lynches

Staff Name: Areatha Clark

Title: Workforce Development Director

Signature

Date

Approved for Partner: SCDEW

Staff Name: Berri Outlaw

Title: Regional Manager

Signature

Date

Approved for Partner: SC Department of Social Services

Staff Name: Tamara James

Title: Director

Signature

Date

Approved for Partner: SC Vocational Rehabilitation

Staff Name: Felicia W. Johnson

Title: Commissioner

Signature

Date

Approved for Partner: Sumter County Adult Education

Staff Name: Dr. Vanessa Canty

Title: Director

Signature

Date

Approved for Partner: Eckerd Connects

Staff Name: Deidre Smalls

Title: Area Manager

Signature

Date

Approved for Partner: Palmetto Goodwill

Staff Name: Ilze Astad

Title: Director, Grants and Programs

Signature

Date

Approved for Partner: Telamon Corporation

Staff Name: Alexis Franks

Title: Regional Director

Signature

Date

**Agreement Period as of this Addendum**

**Beginning Date: July 1, 2022**

**Ending Date: June 30, 2023**

*Except as hereby amended, all terms and conditions of said agreement remain unchanged and in full force and effect.*

**Approved for Local Area and WIOA: Santee-Lynches**

Staff Name: Areatha Clark

Title: Workforce Development Director

Signature

Date

**Approved for Partner: SCDEW**

Staff Name: Berri Outlaw

Title: Regional Manager

Signature

Date

**Approved for Partner: SC Department of Social Services**

Staff Name: Tamara James

Title: Director, Division of Employment Services

Tammy James

Digitally signed by Tammy James  
Date: 2022.05.16 11:04:10 -0400

Signature

Date

**Approved for Partner: SC Vocational Rehabilitation**

Staff Name: Felicia W. Johnson

Title: Commissioner

Signature

Date

**Approved for Partner: Sumter County Adult Education**

Staff Name: Dr. Vanessa Canty

Title: Director

Signature

Date

**Approved for Partner: Eckerd Connects**

Staff Name: Marquel Jackson

Title: Regional Manager

Signature

Date

**Approved for Partner: Palmetto Goodwill**

Staff Name: Ilze Astad

Title: Director, Grants and Programs

Signature

Date

**Approved for Partner: Telamon Corporation**

Staff Name: Alexis Franks

Title: Regional Director

Signature

Date

Revised FTE Methodology MOU Template

Agreement Period as of this Addendum

Beginning Date: July 1, 2022

Ending Date: June 30, 2023

*Except as hereby amended, all terms and conditions of said agreement remain unchanged and in full force and effect.*

**Approved for Local Area and WIOA: Santee-Lynches**  
Staff Name: Areatha Clark  
Title: Workforce Development Director

\_\_\_\_\_  
Signature Date

**Approved for Partner: SCDEW**  
Staff Name: Berri Outlaw  
Title: Regional Manager

\_\_\_\_\_  
Signature Date

**Approved for Partner: SC Department of Social Services**

Staff Name: Tamara James  
Title: Director

\_\_\_\_\_  
Signature Date

**Approved for Partner: SC Vocational Rehabilitation**

Staff Name: Felicia W. Johnson  
Title: Commissioner

*Felicia W. Johnson* 06/29/2022

\_\_\_\_\_  
Signature Date

**Approved for Partner: Sumter County Adult Education**

Staff Name: Dr. Vanessa Canty  
Title: Director

\_\_\_\_\_  
Signature Date

**Approved for Partner: Eckerd Connects**

Staff Name: Deidre Smalls  
Title: Area Manager

\_\_\_\_\_  
Signature Date

**Approved for Partner: Palmetto Goodwill**

Staff Name: Ilze Astad  
Title: Director, Grants and Programs

\_\_\_\_\_  
Signature Date

**Approved for Partner: Telamon Corporation**

Staff Name: Alexis Franks  
Title: Regional Director

\_\_\_\_\_  
Signature Date

"APPROVED AS TO FORM AND CONTENT"  
*Deanne T. Harvey*  
Deanne T. Harvey  
SCVRD Legal Counsel

**Agreement Period as of this Addendum**

**Beginning Date: July 1, 2022**

**Ending Date: June 30, 2023**

*Except as hereby amended, all terms and conditions of said agreement remain unchanged and in full force and effect.*

**Approved for Local Area and WIOA: Santee-Lynches**

Staff Name: Areatha Clark

Title: Workforce Development Director

Signature

Date

**Approved for Partner: SCDEW**

Staff Name: Berri Outlaw

Title: Regional Manager

Signature

Date

**Approved for Partner: SC Department of Social Services**

Staff Name: Tamara James

Title: Director

Signature

Date

**Approved for Partner: SC Vocational Rehabilitation**

Staff Name: Felicia W. Johnson

Title: Commissioner

Signature

Date

**Approved for Partner: Sumter County Adult Education**

Staff Name: Dr. Vanessa Canty

Title: Director

*Vanessa Smith-Canty 6-10-22*

Signature

Date

**Approved for Partner: Eckerd Connects**

Staff Name: Deidre Smalls

Title: Area Manager

Signature

Date

**Approved for Partner: Palmetto Goodwill**

Staff Name: Ilze Astad

Title: Director, Grants and Programs

Signature

Date

**Approved for Partner: Telamon Corporation**

Staff Name: Alexis Franks

Title: Regional Director

Signature

Date

**Agreement Period as of this Addendum**

**Beginning Date: July 1, 2022**

**Ending Date: June 30, 2023**

*Except as hereby amended, all terms and conditions of said agreement remain unchanged and in full force and effect.*

**Approved for Local Area and WIOA: Santee-Lynches**

Staff Name: Areatha Clark

Title: Workforce Development Director

Signature

Date

**Approved for Partner: SCDEW**

Staff Name: Berri Outlaw

Title: Regional Manager

Signature

Date

**Approved for Partner: SC Department of Social Services**

Staff Name: Tamara James

Title: Director

Signature

Date

**Approved for Partner: SC Vocational Rehabilitation**

Staff Name: Felicia W. Johnson

Title: Commissioner

Signature

Date

**Approved for Partner: Sumter County Adult Education**

Staff Name: Dr. Vanessa Canty

Title: Director

Signature

Date

**Approved for Partner: Eckerd Connects**

Staff Name: Deidre Smalls

Title: Area Manager

*Deidre Smalls* 06/24/22

Signature

Date

**Approved for Partner: Palmetto Goodwill**

Staff Name: Ilze Astad

Title: Director, Grants and Programs

Signature

Date

**Approved for Partner: Telamon Corporation**

Staff Name: Alexis Franks

Title: Regional Director

Signature

Date

**Agreement Period as of this Addendum**

**Beginning Date: July 1, 2022**

**Ending Date: June 30, 2023**

*Except as hereby amended, all terms and conditions of said agreement remain unchanged and in full force and effect.*

**Approved for Local Area and WIOA: Santee-Lynches**

Staff Name: Areatha Clark

Title: Workforce Development Director

Signature

Date

**Approved for Partner: SCDEW**

Staff Name: Berri Outlaw

Title: Regional Manager

Signature

Date

**Approved for Partner: SC Department of Social Services**

Staff Name: Tamara James

Title: Director

Signature

Date

**Approved for Partner: SC Vocational Rehabilitation**

Staff Name: Felicia W. Johnson

Title: Commissioner

Signature

Date

**Approved for Partner: Sumter County Adult Education**

Staff Name: Dr. Vanessa Canty

Title: Director

Signature

Date

**Approved for Partner: Eckerd Connects**

Staff Name: Deidre Smalls

Title: Area Manager

Signature

Date

**Approved for Partner: Palmetto Goodwill**

Staff Name: Ilze Astad

Title: Director of Grants and Programs

 05/16/2022

Signature

Date

**Approved for Partner: Telamon Corporation**

Staff Name: Alexis Franks

Title: Regional Director

Signature

Date



### Agreement Period as of this Addendum

**Beginning Date: July 1, 2022**

**Ending Date: June 30, 2023**

*Except as hereby amended, all terms and conditions of said agreement remain unchanged and in full force and effect.*

**Approved for Local Area and WIOA: Santee-Lynches**

Staff Name: Areatha Clark

**Title: Workforce Development Director**

Signature

Date \_\_\_\_\_

**Approved for Partner: SCDEW**

Staff Name: Berri Outlaw

**Title:** Regional Manager

Signature

Date \_\_\_\_\_

**Approved for Partner: SC Department of Social Services**

Staff Name: Tamara James

**Title:** Director

Signature

Date \_\_\_\_\_

**Approved for Partner: SC Vocational Rehabilitation**

**Staff Name:** Felicia W. Johnson

**Title:** Commissioner

Signature

Date \_\_\_\_\_

**Approved for Partner: Sumter County Adult Education**

**Staff Name:** Dr. Vanessa Canty

**Title:** Director

Signature

Date \_\_\_\_\_

**Approved for Partner: Eckerd Connects**

Staff Name: Deidre Smalls

**Title:** Area Manager

Signature

Date \_\_\_\_\_

**Approved for Partner: Palmetto Goodwill**

Staff Name: Ilze Astad

**Title: Director, Grants and Programs**

Signature

Date \_\_\_\_\_

**Approved for Partner: Telamon Corporation**

Staff Name: Susan Oney

**Title:** Vice President of Workforce and Career Services

Susan Oney

8/4/2022

Signature

Date \_\_\_\_\_



**MOU Attachment G**

**CONFIDENTIALITY AGREEMENT**

**BETWEEN**

**THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE**

**AND**

**SANTEE-LYNCHES WORKFORCE DEVELOPMENT AREA**

This Confidentiality Agreement is entered into as of June 15, 2022, by and between the South Carolina Department of Employment and Workforce (DEW) and Santee-Lynches Workforce Development Area ("LWDA").

**PURPOSE:** The purpose of this Agreement is to address the confidentiality requirements for LWDA's to use the DEW Workforce Information Portal in order to have limited access to unemployment insurance (UI) claimant data that will be used to determine an individual's potential eligibility for training and employment services programs under the Workforce Investment Act ("WIA") and the Workforce Innovation and Opportunity Act ("WIOA"), effective July 1, 2022, and for LWDA outreach for employment and training opportunities.

**ARTICLE I**

**DURATION OF AGREEMENT**

This Agreement shall take effect upon the signatures of both parties and shall terminate at the end of the third program year, June 30, 2022. This agreement may be renewed as permitted by federal and state law. The confidentiality requirements of this Agreement shall survive the term of this Agreement.

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

**ARTICLE II**

**APPLICABLE CONFIDENTIALITY LAWS AND REGULATIONS**

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

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



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

### **ARTICLE III**

#### **DEFINITIONS**

##### **1. CONFIDENTIAL INFORMATION**

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

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

##### **2. PERSONALLY IDENTIFIABLE INFORMATION**

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

### **ARTICLE IV**

#### **INFORMATION DISCLOSED PURSUANT TO THIS AGREEMENT**

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

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

DEW Workforce Information Portal ("Portal").

## **ARTICLE V**

### **PURPOSES FOR REQUESTING INFORMATION**

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

## **ARTICLE VI**

### **REQUIRED SAFEGUARDS**

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

The individual recipient of any confidential information is required to:

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

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

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

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

## ARTICLE VII

### REDISCLASURE OF CONFIDENTIAL UC INFORMATION

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

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

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

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

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

## ARTICLE VIII

### METHODS AND TIMING OF REQUESTS FOR INFORMATION

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

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

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

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

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

## ARTICLE IX

### COSTS FOR FURNISHING INFORMATION

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

## ARTICLE X

## ON-SITE INSPECTIONS

DEW reserves the right to conduct on-site inspections to assure that the requirements of State law and this Agreement are being met.

## ARTICLE XI

### BREACH, ENFORCEMENT, TERMINATION AND MODIFICATION

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

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

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

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

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

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

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

Revised FTE Methodology MOU Template

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


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

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

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

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

South Carolina Department of  
Employment and Workforce



G. Daniel Ellzey  
Executive Director

6-13-22

Date

Santee-Lynches LWDA



Executive Director

6/21/2022

Date

# Program Year 2022 MOU/IFA Addendum

---

## Front Desk Position Funding and Cost Allocation

The SC Works system brings together a series of partner programs and entities responsible for workforce development, education, and other human resources programs to collaborate in the creation of a seamless customer-focused service delivery network that enhances access to the programs' services. In an effort to streamline the intake process by providing consistent front desk coverage in Comprehensive SC Works Centers, the Parties indicated below agree to proportionately share the cost for funding a full-time front desk position, up to \$40,000 including salary, fringe and benefits, in all SC Works Comprehensive Centers for Program Year (PY) 2022. The primary responsibility of this position would include the provision of consistent guidance and assistance to individuals visiting the SC Works Center. The individual will greet and direct customers to the appropriate resources and will report to the SC Works Center Operator. *The Parties reserve the ability to be involved in the selection and training process for this position.* Below is a recommended list of essential duties and responsibilities:

- Greet customers and guests at the main entrance;
- Respond to customer questions and direct them to the appropriate staff, program, or agency;
- Provide customers with pertinent information related to employment services, WIOA services or other partner programs within the local SC Works system;
- Provide an overview of available resource center services, employment referral opportunities, and vocational guidance and labor market information to claimants, job seekers, partners and employers;
- Assist customers with utilizing the SC Works Greeter kiosk; and
- Perform other duties as assigned.

In accordance with State Instruction 16-19, Local MOU Guidelines, required partners must use a portion of their funds to pay for costs relating to the operation of the workforce system, including infrastructure costs and additional costs. Additional costs may include other costs that support the operations of the SC Works Center as a whole, such as staffing for the front desk, if agreed to by partners. Although the local operating budget contains both infrastructure and additional costs components, only failure to reach consensus among all required partners with respect to the infrastructure cost funding will trigger the implementation of the State Funding Mechanism, as outlined in the policy referenced above. Therefore, the Parties indicated below agree to proportionately share in the cost of funding a full-time front desk position in all Comprehensive Centers in addition to the infrastructure costs identified in Attachment E of the local PY 2022 MOU/IFA, Shared Operating Budget.

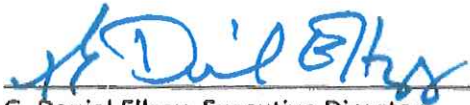
The local area, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Parties to the addendum as it relates to the funding of the front desk position at the local area's Comprehensive Center(s). Charges should be included in the quarterly IFA invoice and

Revised FTE Methodology MOU Template

shared proportionately using the methodology agreed to and outlined in the local PY 2022 MOU/IFA.

This addendum is effective July 1, 2022 through June 30, 2023. Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this addendum in the event funding for the mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding. Should any Party withdraw, modify, assign or terminate its participation in this addendum, it shall remain binding and in full force and effect with respect to other remaining Parties.

The individuals signing this addendum have the authority to commit their respective organizations to the terms of this addendum and do so by signature below.



G. Daniel Ellzey, Executive Director  
SC Dept of Employment and Workforce



Date

\_\_\_\_\_  
Signature  
Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Entity

\_\_\_\_\_  
Date



shared proportionately using the methodology agreed to and outlined in the local PY 2022 MOU/IFA.

This addendum is effective July 1, 2022 through June 30, 2023. Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this addendum in the event funding for the mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding. Should any Party withdraw, modify, assign or terminate its participation in this addendum, it shall remain binding and in full force and effect with respect to other remaining Parties.

The individuals signing this addendum have the authority to commit their respective organizations to the terms of this addendum and do so by signature below.

<u>Kalen Kunkel</u> Kalen J. Kunkel, VP of Operations	<u>5/16/2022</u>
Signature	Date
EckerdConnects	

_____ Signature	_____ Date
Entity	

_____ Signature	_____ Date
Entity	

_____ Signature	_____ Date
Entity	

Revised FTE Methodology MOU Template

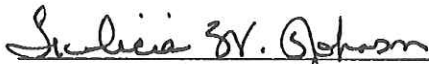
shared proportionately using the methodology agreed to and outlined in the local PY 2022 MOU/IFA.

This addendum is effective July 1, 2022 through June 30, 2023. Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this addendum in the event funding for the mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding. Should any Party withdraw, modify, assign or terminate its participation in this addendum, it shall remain binding and in full force and effect with respect to other remaining Parties.

The individuals signing this addendum have the authority to commit their respective organizations to the terms of this addendum and do so by signature below.

\_\_\_\_\_  
Signature  
Entity

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature - Felicia W. Johnson, Commissioner  
South Carolina Vocational Rehabilitation Department

06/20/2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
"APPROVED AS TO FORM AND CONTENT"



\_\_\_\_\_  
Deanne T. Harvey  
SCVRD Legal Counsel

shared proportionately using the methodology agreed to and outlined in the local PY 2022 MOU/IFA.

This addendum is effective July 1, 2022 through June 30, 2023. Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this addendum in the event funding for the mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding. Should any Party withdraw, modify, assign or terminate its participation in this addendum, it shall remain binding and in full force and effect with respect to other remaining Parties.

The individuals signing this addendum have the authority to commit their respective organizations to the terms of this addendum and do so by signature below.

Susan Roben

Digitally signed by Susan  
Roben  
Date: 2022.06.14  
12:22:12 -04'00'

6/14/2022

Signature, Susan Roben  
Entity, South Carolina Department of Social Services

Date

Signature  
Entity

Date

Signature  
Entity

Date

Signature  
Entity

Date