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Nikki R. Haley
Governor

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Executive Director

STATE INSTRUCTION NUMBER 15-11

To: Local Area Signatory Officials
Local Area Administrators

Subject: Local Memorandum of Understanding Guidelines

Issuance Date: March 17, 2016

Effective Date: Immediately

Purpose: To provide guidance to local workforce development boards regarding the requirement of a local Memorandum of Understanding (MOU) with workforce system partners.

Background: Local Boards, SC Works Center operators, and other workforce partners must increase coordination of programs and resources to support a comprehensive workforce system that seamlessly provides integrated services that are accessible to all jobseekers, workers, and businesses. The Workforce Innovation and Opportunity Act (WIOA) facilitates this stronger alignment by requiring Local Boards, with the agreement of the chief elected officials, to develop and enter into an MOU with all partners concerning the operations and funding of the local SC Works system.

Policy: Each Local Board is responsible for ensuring that an MOU is developed and executed with all of the required workforce system partners within its local area. The MOU should take the form of an “umbrella” document, agreed to and signed by all workforce system partners within the local area. The MOU must contain provisions describing:

- Services to be coordinated and provided through the SC Works delivery system;
- How the costs of such services and the operating costs of the system will be funded;
- Methods for referral of individuals between the SC Works Center operator and between partners, for appropriate services and activities;
- Methods to ensure appropriate access to services, including access to technology and materials, is made available to all customers, including individuals with disabilities;
- The duration of the MOU, not to exceed three years, and the procedures for amending the MOU during the term of the MOU; and
- Signatures of the Local Board, partners, and the chief elected officials.

WIOA identifies the following entities as required partners in the workforce system:

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

Each required partner must:

- Provide access to program activities through the SC Works system (in-person or electronically);
- Use a portion of the funds available for the program to maintain the SC Works delivery system, including the funding of services and infrastructure costs; and
- Enter into an MOU with the Local Workforce Development Board and participate in the operation of the SC Works system consistent with the MOU and in accordance with WIOA requirements and those of the Federal laws authorizing the partner program or activities.

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 partners must meet the same conditions as required partners.

Resource Sharing Agreement

The Resource Sharing Agreement (RSA) is a required addendum to the MOU that identifies the shared costs of operating the SC Works system by partner and must be renewed annually. The RSA is a product of local discussion and negotiation, and must include:

- The period of time in which the RSA is effective, which may differ from the duration of the MOU;
- Identification of the SC Works partners, chief elected officials, and the Local Board participating in the agreement;

- Identification of a cost allocation methodology that demonstrates how center infrastructure and shared services costs are charged to each partner in proportion to relative benefits received;
- Identification of an infrastructure and shared services budget that will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects the agreed upon cost allocation methodology;
- Description of the periodic review process to ensure equitable benefit among partners;
- Identification of the steps taken by the Local Board, chief elected officials, and partners to reach consensus; and
- Description of the process and timelines to be followed between partners to resolve issues during the MOU duration period when consensus cannot be reached.

Under WIOA, required partners must use a portion of their funds to pay for costs relating to the operation of the workforce system, including:

- **Infrastructure Costs, defined as:**
Nonpersonnel costs that are necessary for the general operation of an SC Works Center, including:
 - Rental costs of facilities
 - Costs of utilities and maintenance
 - Equipment
 - Assessment related products
 - Assistive technology for individuals with disabilities
 - Technology to facilitate access to the SC Works Center
 - Including technology used in planning and outreach activities for the center; and
- **Shared Services Costs**
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.

Infrastructure and shared services costs should be allocated proportionately among partners. Determining the proportionate share attributable to a specific partner program is part of the negotiation process. Partners should first review SC Works Center budgets to determine which costs should be shared. A list of federally accepted cost-sharing methodologies can be found in the [Technical Assistance Guide](#) issued by the US Department of Labor in 2002. From this list, the partners should select the appropriate allocation mechanism for the determined shared costs. Partners may pay for their share of the system through cash payments or fairly evaluated in-kind contributions. In-kind contributions must be converted to costs to determine equity. The cost-sharing methodology and payment mechanisms developed, negotiated, and approved by each partner must be included in the RSA and the MOU to ensure costs are allocated to all required partners in proportion to relative benefits received. In some cases, it is possible to have a contribution amount of zero for partners whose cost in proportion to benefits received is so minimal as to be considered immaterial.

Key Cost Considerations

Allocable: Costs are allocable to a particular program based on the benefits received by that program. Measuring benefit is the critical requirement to be performed in allocating costs. The allocation mechanism is the agreed upon cost-sharing methodology used to allocate costs to the partner programs. Care should be taken to ensure that the method chosen does not distort the results.

Allowable: To be allowable, a cost must be necessary and reasonable for the proper and efficient administration of the program. To reduce the risk of accumulating and being held accountable for disallowed costs, Local Boards and partners should carefully review anticipated program expenditures and all applicable regulations before any program costs are incurred.

Reasonable: For a cost to be reasonable, it cannot exceed that which would be incurred by a prudent person under the same circumstances. In determining the reasonableness of a given cost, consideration should be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the successful operation of the SC Works system;
- The restraints or requirements imposed by such factors as: sound business practices, Federal and state laws, and all applicable regulations;
- Market prices for comparable goods or services for the geographic area;
- Whether individuals concerned acted with prudence in the circumstances considering the responsibilities to the SC Works system, including customers, employees, partners, the public at large, and the government; and
- Significant deviations from the established procedures of the SC Works system that may have unjustifiably increased the cost.

Local Boards and partners are expected to negotiate terms of the MOU and RSA in “good faith.” Good faith includes fully and repeatedly engaging partners, transparently sharing information, and maintaining a shared focus on the needs of the customer. In a collaborative manner, the negotiators have a responsibility to ensure that resources available are utilized based upon fair cost-sharing concepts and a responsible allocation methodology. This methodology must maximize all resources available to the SC Works system from all partners, avoid duplication, and improve the efficiency and quality of employment and training services available to both individuals and employers.

Timeline

To ensure compliance and fiduciary responsibility, all MOUs for the upcoming Program Year (PY) must be fully executed by June 30th of the current PY. Local Boards must ensure all required partners are engaged in a timely manner to allow for the necessary negotiations. Electronic signatures are authorized and strongly encouraged to ensure timely execution of the MOU.

Impasse Situations

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

Template

The attached MOU template has been developed in collaboration with core and other partners at the state level. The template is designed to give guidance in the development of local area agreements and to ensure that Local Boards and partners are in compliance with US Department of Labor directives, as well as those of the partners' federal cognizant agencies. Local Boards are expected to utilize the template to increase consistency among all partners and maximize partner participation in the development and execution of the agreements. Additionally, the template should be used to streamline the signature process, including ease of administration for partners with multiple agreements to review.

Action: Local Boards must develop and enter into an MOU with WIOA required partners in accordance with this policy. Please ensure that all staff and local workforce development board members receive and understand this policy.

Inquiries: Questions may be directed to Mary jo Schmick at (803) 737-2708 or mschmick@dew.sc.gov.



Patricia Sherlock, Director
Policies and Procedures

Attachment: Memorandum of Understanding Template

THE _____ 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 _____ Workforce Development Board (LWDB), Chief Elected Officials (CEO), the _____ SC Works Operator (OSO) and all required partners identified in the Act and other optional partners (Partners).

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

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

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

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

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

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

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

Each Partner agrees to:

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

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

Purposes:

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

The Parties agree to:

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

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

Services

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

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

Accessibility

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

Certification

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

Center Management

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

Eligibility

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

Staff Management

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

Dispute Resolution

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes. Should resolution efforts fail, the dispute shall be referred to the Workforce Development Director, or the Director's designee, and the Chair of the local Board who shall place the dispute upon the agenda of a regular or special meeting of the local Board or Committee designated by the Chair. The Executive Director of the Partner, or the Executive Director's designee, and the local Board or Designated Committee of the local Board shall attempt to mediate and resolve the dispute. If an agreement still cannot be reached, an explanation as to pending solutions may be stated and written notice provided to the State WIOA Administrative Entity (Department of Employment and Workforce), the State representative of the party involved, and the local signatory official.

Modification and Assignment

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

Termination

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

Oversight

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

SC Works Partner Meetings

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

System Integration and Referral

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

Confidentiality

Customer information, on employers and job seekers, will be shared in accordance with separate partner confidentiality agreements. Partners agree that confidentiality of customer information will be maintained at all times. Partners agree to safeguard and protect confidential and personally identifying information pursuant to applicable Federal and State law, and 2 CFR 200.79. Partners with access to unemployment insurance information from the S.C. Department of Employment and Workforce must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through 170, 20 CFR Part 603, and IRS Publication 1075, which require that certain S.C. Department of Employment and Workforce data be kept confidential.

Grants Management

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

Compliance

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

No Hold Harmless/Indemnification by Any Partner

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

Liability Insurance

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

Severability

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

Assurance and Certifications:

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

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

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

Impasse Situations

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

Duration

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

Authority and Signatures

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

Effective Date

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

Attachments

A: WIOA Required Services by Partner

B: SC Works Partners and Corresponding Status

C: Referral Process

D: Resource Sharing Agreement

THE _____ WORKFORCE AREA

SC WORKS SYSTEM

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

Chief Elected Officials:

____ County Council
Name- Chair

____ County Council
Name- Chair

Signature Date

Signature Date

____ County Council
Name- Chair

____ County Council
Name- Chair

Signature Date

Signature Date

____ County Council
Name- Chair

____ County Council
Name- Chair

Signature Date

Signature Date

____ County Council
Name- Chair

Signature Date

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

The _____ **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 partners, designating or certifying SC Works operators, strategic planning, and policy development.

_____ Date: _____
Board Chair

_____ Date: _____
Operator (if applicable)

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

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

- Adults;
- Dislocated Workers; and
- Youth

_____ Date: _____
Local Grant Recipient Authorized Official

THE _____ 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)**
- **Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) activities authorized under the Food and Nutrition Act**

Cheryl Stanton, Executive Director

Date: _____

THE _____ 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.

Neal Getsinger, Commissioner

Date: _____

CONTINUE INDIVIDUAL SIGNATURE PAGES FOR ALL PARTNERS IN THE FORMAT SHOWN ABOVE, INCLUDING A LIST OF PROGRAMS ADMINISTERED BY THAT PARTNER.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MOU ATTACHMENT C

CROSS REFERRAL AGREEMENT

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

- (a) Referral Definition

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

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

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

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

MOU ATTACHMENT C-1

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

MOU ATTACHMENT D

RESOURCE SHARING AGREEMENTS