

MOU Attachment A: WIOA REQUIRED SERVICES

REQUIRED PARTNERS	Eligibility Deters.	Outreach & Orientation	Skills Assessments	Labor Exchange	Partner Referrals	Provision of LMI	Provision of Performance Information	Supportive Services	UI Filing	Financial Aid Assistance	Individual Career Services	Access to Training Services	Business Services
Adult, DW, and Youth	x	x	x	x	x	x	x	x		x	x	x	x
Adult Education/Family Literacy		x	x	x	x	x	x	x		x	x	x	x
Wagner-Peyser		x	x	x	x	x	x		x	x	x		x
Rehab. Programs for Individ. 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
CSBG Employment and Training		x			x			x				x	
Native American Programs													
HUD Employment and Training													
Job Corps		x	x	x	x	x		x		x	x	x	x
Veterans Employment and Training		x		x	x	x					x	x	x
Migrant and Seasonal Farmworker		x		x	x	x		x					
Senior Community Svc. Employment		x		x	x	x		x			x		x
Trade Adjustment Assistance		x	x	x	x	x					x	x	
Unemployment Compensation		x		x	x	x			x				
YouthBuild													
TANF		x	x	x	x	x		x		x	x	x	x
Second Chance Act													

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

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

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

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

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

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

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

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

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

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

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

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

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

MOU Attachment B: Upper Savannah SC WORKS PARTNER LIST

Greenwood SC Works Center, Comprehensive 927 East Cambridge Ave, Greenwood

Abbeville SC Works Center
903 West Greenwood St, Abbeville

Edgefield SC Works Center
21 Star Road, Edgefield

Laurens SC Works Center
1029 West Main Street, Laurens

McCormick SC Works Center
109 W. Augusta Street, McCormick

Newberry SC Works Center
1840 Wilson Rd, Newberry

Saluda SC Works Center
407 West Butler Avenue, Saluda

SC Works Partner	Location	Required or Optional	Representing
	<i>Location:</i> Primary location listed first, Then Initials to Indicate if staff are located one day a week or more in Abbeville, Edgefield, Greenwood, Laurens, McCormick, Newberry and Saluda Centers. Center Addresses are listed below.		
Upper Savannah Council of Governments, Workforce Division	Comprehensive Center 927 East Cambridge Ave., Greenwood SC 29646 Also A, E, L, M, N S Centers	Required	Workforce Innovation and Opportunity Act (WIOA)
GLEAMNS Human Resources Commission	Comprehensive Center 927 East Cambridge Ave., Greenwood SC 29646 Also A, E, L, M, N S Centers	Required	WIOA
Abbeville Adult Education	400 Greenville Street, Abbeville SC 29620	Required	Adult Education
Edgefield/McCormick Adult Education	117 Cardinal Drive, Johnston SC 29832	Required	Adult Education

MOU Attachment B: Upper Savannah SC WORKS PARTNER LIST

SC Works Partner	Location	Required or Optional	Representing
Greenwood Adult Education	Genesis Education Center 400 Glenwood Street, Greenwood SC 29649	Required	Adult Education
Laurens Adult Education	663 Medical Ridge Road, Clinton SC 29325	Required	Adult Education
Newberry Adult Education	591 McSwain Street, Newberry SC 29108	Required	Adult Education
Saluda Adult Education	401 North Calhoun Street, Saluda SC 29138	Required	Adult Education
SC Department of Employment and Workforce	Comprehensive Center 927 E Cambridge Avenue, Greenwood SC 29646 Also A, L, and N Centers	Required	Wagner Peyser, Veterans Employment, Migrant Farmworkers, Trade, Unemployment
SC Vocational Rehabilitation	2345 Hwy 72/221 E., Greenwood SC 29649; 22861 Hwy 76 E., Clinton SC 29325; and 2601 Evans Street, Newberry SC 29108 Also in G, S, and E.	Required	Vocational Rehabilitation
SC Commission for the Blind	108-B Bypass 225 South, Greenwood SC 29646	Required	Vocational Rehabilitation
Piedmont Technical College	620 N. Emerald Road, Greenwood SC 29646; 143 Hwy 72W, Abbeville SC 29620; 506 Main Street, Edgefield SC 29824; 663 Medical Ridge Road, Clinton SC 29325; 1008 Kelly Street, McCormick SC 29835; 1922 Wilson Road, Newberry SC 29108; 701 Batesburg Highway, Saluda SC 29138; and 109 Innovation Drive, Laurens SC 29360	Required	Carl Perkins Fund

MOU Attachment B: Upper Savannah SC WORKS PARTNER LIST

SC Works Partner	Location	Required or Optional	Representing
GLEAMNS Human Resources Comm. CSBG	301 North Hospital St, Greenwood SC 29646; 221-A West Laurens St, Laurens SC 29360; and 706 Carolina Circle, Abbeville SC 29620 Also in E, M, N, and S Centers	Required	Community Services Block Grant
SC Department of Social Services	Comprehensive Center 927 East Cambridge Ave, Greenwood SC 29646	Required Optional	TANF SNAP
Goodwill	Senior Community Service Employment 1306 Montague Ave, Greenwood SC 29649 908 B East Main Street, Laurens SC 29360	Required	Employment and Training Services
Bamberg Job Corps Center	19 Job Corps Avenue, Bamberg SC 29003	Required	Job Corp

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.

SC WORKS

Interagency Referral Form

(Please fill out and send with customer upon referral OR EMAIL TO APPROPRIATE PARTNER-
Be sure to CC: scworksreferrals@gleamnshrc.org on all referral emails sent)

Date Referred: [Click here to enter a date.](#) Last 4 Digits of SS#: [Click here to enter text.](#) Phone#: [Click here to enter text.](#)

Customer's Name (First, MI, Last): [Click here to enter text.](#) Email: [Click here to enter text.](#)

Alternate Contact Information: [Click here to enter text.](#)

Referred From:

Agency: [Choose an item.](#) Name & Title: [Click here to enter text.](#)

Referred To:

Agency: [Choose an item.](#) Program: [Click here to enter text.](#)

Name & Title: [Click here to enter text.](#)

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:

[Click here to enter text.](#)

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

[Click here to enter text.](#)

Consent for Release of Information:

Name: _____

Please Print Name

Check One: I give my consent
 I do not give my consent

I give my consent to [Choose an item.](#) to release my contact information, records, evaluations, and other information that will be used for the purpose of seeking assistance from [Choose an item.](#)

Signature

Date

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.

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.

UPPER SAVANNAH
Center Operating Budget for PY19
July 1, 2019 - June 30, 2020
FTE Cost Allocation Methodology

UPPER SAVANNAH
 GREENWOOD BUDGET
 July 1, 2019- June 30, 2020
 FTE Methodology

		34.12%	4.74%	2.37%	2.37%	4.74%	9.48%	4.74%	0.95%	0.47%	0.47%	35.55%	0.00%
Number of FT Employees	21.1	7.2	1	0.5	0.5	1	2	1	0.2	0.1	0.1	7.5	0

GREENWOOD -COMPREHENSIVE													
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	SCCB	Adult Ed	WIOA	CSBG
Rent	\$ 19,876.00	6,782.33	941.99	471.00	471.00	941.99	1,883.98	941.99	188.40	94.20	94.20	7,064.93	-
Security System	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	\$ 12,000.00	4,094.79	568.72	284.36	284.36	568.72	1,137.44	568.72	113.74	56.87	56.87	4,265.40	-
Janitorial/Maintenance	\$ 9,000.00	3,071.09	426.54	213.27	213.27	426.54	853.08	426.54	85.31	42.65	42.65	3,199.05	-
Landscaping	\$ 2,200.00	750.71	104.27	52.13	52.13	104.27	208.53	104.27	20.85	10.43	10.43	781.99	-
General Repair	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	\$ 800.00	272.99	37.91	18.96	18.96	37.91	75.83	37.91	7.58	3.79	3.79	284.36	-
Telephone (if applicable)	Telephone charges are assessed by line; rather than by headcount.						924.00	462.00	-	-	-	3,696.00	-
Public Access PC Costs	Interent charges are assessed by line rather than by headcount.						-	-	-	-	-	-	-
Equipment Maintenance/Rental	Copies are charged by meter and billed.						-	-	-	-	-	-	-
Common area supplies**	\$ 3,000.00	1,023.70	142.18	71.09	71.09	142.18	284.36	142.18	28.44	14.22	14.22	1,066.35	-
Shredding	\$ 924.00	315.30	43.79	21.90	21.90	43.79	87.58	43.79	8.76	4.38	4.38	328.44	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 52,882.00	\$ 16,310.90	\$ 2,265.40	\$ 1,132.70	\$ 1,132.70	\$ 2,265.40	\$ 5,454.81	\$ 2,727.40	\$ 453.08	\$ 226.54	\$ 226.54	\$ 20,686.52	\$ -

Number of FTEs cost sharing Additional Costs	21.1	7.2	1	0.5	0.5	1	2	1	0.2	0.1	0.1	7.5	0
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Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	SCCB	Adult Ed	WIOA	CSBG
Job Fairs	\$ 5,200.00	\$ 1,774.41	\$ 246.45	\$ 123.22	\$ 123.22	\$ 246.45	\$ 492.89	\$ 246.45	\$ 49.29	\$ 24.64	\$ 24.64	\$ 1,848.34	\$ -
Interpreter Contingency	\$ 1,000.00	\$ 341.23	\$ 47.39	\$ 23.70	\$ 23.70	\$ 47.39	\$ 94.79	\$ 47.39	\$ 9.48	\$ 4.74	\$ 4.74	\$ 355.45	\$ -
Trained support for front desk	\$ 14,654.00	\$ 5,000.42	\$ 694.50	\$ 347.25	\$ 347.25	\$ 694.50	\$ 1,389.00	\$ 694.50	\$ 138.90	\$ 69.45	\$ 69.45	\$ 5,208.77	\$ -
Total Additional Costs	\$ 20,854.00	\$ 7,116.06	\$ 988.34	\$ 494.17	\$ 494.17	\$ 988.34	\$ 1,976.68	\$ 988.34	\$ 197.67	\$ 98.83	\$ 98.83	\$ 7,412.56	\$ -

Grand Total Budget	\$ 73,736.00	\$ 23,426.96	\$ 3,253.74	\$ 1,626.87	\$ 1,626.87	\$ 3,253.74	\$ 7,431.49	\$ 3,715.74	\$ 650.75	\$ 325.37	\$ 325.37	\$ 28,099.08	\$ -
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**All staff purchase their own supplies- only resource room and common area supplies are sharea

***Add additional columns as needed

Cost per phone line \$ 462.00 Telephone charge by line

Note: All of the partners (except for SCCB) have agreed to the greeter position. If we do not hear from them, we will procede, and WIOA is pay their share rathr than redistributing \$69

UPPER SAVANNAH

EDGEFIELD BUDGET

July 1, 2019 - June 30, 2020

FTE Cost Allocation Methodology

Number of FT Employees	2.4	16.67%	41.67%	41.67%
		0.4	1	1

EDGEFIELD													
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	SCCB	Adult Ed	WIOA	CSBG
Rent	\$ 1,200.00	-	-	-	-	-	-	-	200.00	-	-	500.00	500.00
Security System	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial/Maintenance	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Landscaping	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
General Repair	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	\$ 1,600.00	0	0	0	0	0	-	-	266.67	-	-	666.67	666.67
Public Access PC Costs	\$ 6,000.00	0	0	0	0	0	-	-	1,000.00	-	-	2,500.00	2,500.00
Equipment Maintenance/Rental	\$ -	0	0	0	0	0	-	-	-	-	-	-	-
Common area supplies**	\$ 300.00	-	-	-	-	-	-	-	50.00	-	-	125.00	125.00
Shredding	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 9,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,516.67	\$ -	\$ -	\$ 3,791.67	\$ 3,791.67

Number of FTEs cost sharing Additional Costs	2.4	0.4	1	1
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Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	SCCB	Adult Ed	WIOA	CSBG
Job Fairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interpreter Contingency	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83.33	\$ -	\$ -	\$ 208.33	\$ 208.33
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Costs	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83.33	\$ -	\$ -	\$ 208.33	\$ 208.33

Grand Total Budget	\$ 9,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600.00	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00
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**All staff purchase their own supplies- only resource room and common area supplies are sharea

***Add additional columns as needed

UPPER SAVANNAH

MCCORMICK BUDGET

July 1, 2019 - June 30, 2020

FTE Cost Allocation Methodology

												47.37%	52.63%
Number of FT Employees	1.9	0										0.9	1.00

	McCORMICK												
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	SCCB	Adult Ed	WIOA	CSBG
Rent	\$ 1,800.00	-	-	-	-	-	-	-	-	-	-	852.63	947.37
Security System	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	\$ 4,000.00	-	-	-	-	-	-	-	-	-	-	1,894.74	2,105.26
Janitorial/Maintenance	\$ 200.00	-	-	-	-	-	-	-	-	-	-	94.74	105.26
Landscaping	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
General Repair	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	\$ 2,000.00	-	-	-	-	-	-	-	-	-	-	947.37	1,052.63
Public Access PC Costs	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Maintenance/Rental	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Common area supplies**	\$ 200.00	-	-	-	-	-	-	-	-	-	-	94.74	105.26
Shredding	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Paint	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 8,200.00											3,884.21	4,315.79

Number of FTEs cost sharing Additional Costs	1.9	0										0.9	1
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Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	SCCB	Adult Ed	WIOA	CSBG
Job Fairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interpreter Contingency	\$ -	0	0	0	0	0	0	0	\$ -	0	0	\$ -	\$ -
Paint	\$ -	0	0	0	0	0	0	0	\$ -	0	0	\$ -	\$ -
Total Additional Costs	0	\$ -	0	0	0	0	0	0	\$ -	0	0	\$ -	\$ -

Grand Total Budget	\$ 8,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,884.21	\$ 4,315.79
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**All staff purchase their own supplies- only resource room and common area supplies are shared

***Add additional columns as needed

UPPER SAVANNAH

LAURENS BUDGET

July 1, 2019 - June 30, 2020

FTE Cost Allocation Methodology

Number of FT Employees	3.8	42.11%	1.6	2.63%	0.1	2.1	55.26%	0
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LAURENS													
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	SCCB	Adult Ed	WIOA	CSBG
Rent	\$ 3,000.00	1,263.16	-	-	-	-	-	-	78.95	-	-	1,657.89	0
Security System	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial/Maintenance	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Landscaping	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
General Repair	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Public Access PC Costs	\$ 1,500.00	631.58	-	-	-	-	-	-	39.47	-	-	828.95	-
Equipment Maintenance/Rental	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Common area supplies**	\$ 500.00	210.53	-	-	-	-	-	-	13.16	-	-	276.32	-
Shredding	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Paint	\$ 600.00	252.63	-	-	-	-	-	-	15.79	-	-	331.58	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 5,600.00	2,357.89	-	-	-	-	-	-	147.37	-	-	3,094.74	-

Number of FTEs cost sharing Additional Costs	3.8	1.6	0.1	2.1	0
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Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	SCCB	Adult Ed	WIOA	CSBG
Job Fairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interpreter Contingency	200	\$ 84.21	0	0	0	0	0	0	\$ 5.26	0	0	\$ 110.53	\$ -
Total Additional Costs	200	\$ 84.21	0	0	0	0	0	0	\$ 5.26	0	0	\$ 110.53	\$ -

Grand Total Budget	\$ 5,800.00	\$ 2,442.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 152.63	\$ -	\$ -	\$ 3,205.26	\$ -
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**All staff purchase their own supplies- only resource room and common area supplies are shared

***Add additional columns as needed

Upper Savannah
NEWBERRY BUDGET
July 1, 2019 - June 30, 2020
FTE Cost Allocation Methodology

		50.94%		28.30%		1.89%		18.87%	
Number of FT Employees	5.3	2.7		1.5		0.1		1	0

NEWBERRY													
Infrastructure Costs		WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	SCCB	Adult Ed	WIOA	CSBG
Rent	\$ 7,200.00	3,667.92	-	-	-	2,037.74	-	-	135.85	-	-	1,358.49	-
Security System	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	\$ 5,400.00	2,750.94	-	-	-	1,528.30	-	-	101.89	-	-	1,018.87	-
Janitorial/Maintenance	\$ 7,200.00	3,667.92	-	-	-	2,037.74	-	-	135.85	-	-	1,358.49	-
Landscaping	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
General Repair	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	\$ 1,650.00	840.57	-	-	-	466.98	-	-	31.13	-	-	311.32	-
Public Access PC Costs	\$ 5,412.00	2,757.06	-	-	-	1,531.70	-	-	102.11	-	-	1,021.13	-
Equipment Maintenance/Rental	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Common area supplies**	\$ 200.00	101.89	-	-	-	56.60	-	-	3.77	-	-	37.74	-
Shredding	\$ 360.00	183.40	-	-	-	101.89	-	-	6.79	-	-	67.92	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 27,422.00	13,969.70	-	-	-	7,760.94	-	-	517.40	-	-	5,173.96	-

Number of FTEs cost sharing Additional Costs	1.9	2.7		1.5		0.1		1	0
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Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	SCCB	Adult Ed	WIOA	CSBG
Job Fairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interpreter Contingency	200	\$ 101.89	0	0	0	56.604	0	0	\$ 3.77	0	0	\$ 37.74	\$ -
Paint	\$ -	-	0	0	0	0.000	0	0	\$ -	0	0	\$ -	\$ -
Total Additional Costs	200	\$ 101.89	0	0	0	56.604	0	0	\$ 3.77	0	0	\$ 37.74	\$ -

Grand Total Budget	\$ 27,622.00	\$ 14,071.58	\$ -	\$ -	\$ -	\$ 7,817.55	\$ -	\$ -	\$ 521.17	\$ -	\$ -	\$ 5,211.70	\$ -
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**All staff purchase their own supplies- only resource room and common area supplies are shared

UPPER SAVANNAH

SALUDA BUDGET

July 1, 2019 - June 30, 2020

FTE Cost Allocation Methodology

Number of FT Employees	1.5	46.67%	53.33%
		0.7	0.8

SALUDA													
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	SCCB	Adult Ed	WIOA	CSBG
Rent	\$ 6,000.00	-	-	-	-	-	-	-	-	-	-	2,800.00	3,200.00
Security System	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial/Maintenance	\$ 300.00	-	-	-	-	-	-	-	-	-	-	140.00	160.00
Landscaping	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
General Repair	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	\$ 2,000.00	0	0	0	0	0	-	-	-	-	-	933.33	1,066.67
Public Access PC Costs	\$ 2,000.00	0	0	0	0	0	-	-	-	-	-	933.33	1,066.67
Equipment Maintenance/Rental	\$ -	0	0	0	0	0	-	-	-	-	-	-	-
Common area supplies**	\$ 500.00	-	-	-	-	-	-	-	-	-	-	233.33	266.67
Shredding	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 10,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,040.00	\$ 5,760.00

Number of FTEs cost sharing Additionc	2.4	0.4	1	1
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Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	SCCB	Adult Ed	WIOA	CSBG
Job Fairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interpreter Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Grand Total Budget	\$ 10,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,040.00	\$ 5,760.00
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***Add additional columns as needed

Upper Savannah

Total Local Area Operating Budget for PY19

July 1, 2019 - June 30, 2020

FTE Cost Allocation Methodology

Infrastructure Costs	Greenwood	Edgefield	Laurens	McCormick	Newberry	Saluda	Totals
Rent	19,876.00	1,200.00	3,000.00	1,800.00	7,200.00	6,000.00	39,076.00
Security System	-	-	-	-	-	-	-
Utilities	12,000.00	-	-	4,000.00	5,400.00	-	21,400.00
Janitorial/Maintenance	9,000.00	-	-	200.00	7,200.00	300.00	16,700.00
Landscaping	2,200.00	-	-	-	-	-	2,200.00
General Repair	-	-	-	-	-	-	-
Pest Control	800.00	-	-	-	-	-	800.00
Telephone (if applicable)	5,082.00	1,600.00	-	2,000.00	1,650.00	2,000.00	12,332.00
Public Access PC Costs	-	6,000.00	1,500.00	-	5,412.00	2,000.00	14,912.00
Equipment Maintenance/Rental	-	-	-	-	-	-	-
Common area supplies**	3,000.00	300.00	500.00	200.00	200.00	500.00	4,700.00
Shredding	924.00	-	-	-	360.00	-	1,284.00
Paint	-	-	600.00	-	-	-	600.00
Other - please list	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 52,882.00	\$ 9,100.00	\$ 5,600.00	\$ 8,200.00	\$ 27,422.00	\$ 10,800.00	\$ 114,004.00
							0
							0
							0
							0
Additional Shared Services Costs							2.4
Job Fair	5,200.00	-	-	-	-	-	5,200.00
Interpreter Contingency	1,000.00	500.00	200.00	-	200.00	-	1,900.00
Greeter	14,654.00	-	-	-	-	-	14,654.00
Total Additional Costs	\$ 20,854.00	\$ 500.00	\$ 200.00	\$ -	\$ -	\$ -	\$ 21,554.00
		0	0	0			0
Grand Total Budget	\$ 73,736.00	\$ 9,600.00	\$ 5,800.00	8200	\$ 27,622.00	10,800.00	\$ 135,758.00

*Quarterly costs from previous program year were annualized to project a baseline budget.

Enter LWDA Name Here
 Total Budget by Program for PY19
 July 1, 2019 - June 30, 2020
 FTE Cost Allocation Methodology

Number of FT Employees	11.5	1	0.5	0.5	2.5	2	1	0.8	0.1	0.1	13.2	2.8	
	Total Locations												
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	SCCB	Adult Ed	WIOA	CSBG
Rent	\$ 39,076.00	11,713.41	941.99	471.00	471.00	2,979.73	1,883.98	941.99	603.19	94.20	94.20	14,233.95	4,647.37
Security System	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	\$ 21,400.00	6,845.73	568.72	284.36	284.36	2,097.02	1,137.44	568.72	215.63	56.87	56.87	7,179.01	2,105.26
Janitorial/Maintenance	\$ 16,700.00	6,739.01	426.54	213.27	213.27	2,464.28	853.08	426.54	221.16	42.65	42.65	4,792.28	265.26
Landscaping	\$ 2,200.00	750.71	104.27	52.13	52.13	104.27	208.53	104.27	20.85	10.43	10.43	781.99	-
General Repair	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	\$ 800.00	272.99	37.91	18.96	18.96	37.91	75.83	37.91	7.58	3.79	3.79	284.36	-
Telephone (if applicable)	\$ 12,332.00	840.57	-	-	-	466.98	924.00	462.00	297.80	-	-	6,554.69	2,785.96
Public Access PC Costs	\$ 14,912.00	3,388.64	-	-	-	1,531.70	-	-	1,141.59	-	-	5,283.41	3,566.67
Equipment Maintenance/Rental	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Common area supplies**	\$ 4,700.00	1,336.11	142.18	71.09	71.09	198.78	284.36	142.18	95.37	14.22	14.22	1,833.47	496.93
Shredding	\$ 1,284.00	498.69	43.79	21.90	21.90	145.68	87.58	43.79	15.55	4.38	4.38	396.36	-
Paint	\$ 600.00	252.63	-	-	-	-	-	-	15.79	-	-	331.58	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 114,004.00	\$ 32,638.49	\$ 2,265.40	\$ 1,132.70	\$ 1,132.70	\$ 10,026.35	\$ 5,454.81	\$ 2,727.40	\$ 2,634.51	\$ 226.54	\$ 226.54	\$ 41,671.10	\$ 13,867.46
Additional Shared Services Costs	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	SCCB	Adult Ed	WIOA	CSBG	
Job Fair	\$ 5,200.00	\$ 1,774.41	\$ 246.45	\$ 123.22	\$ 123.22	\$ 246.45	\$ 492.89	\$ 246.45	\$ 49.29	\$ 24.64	\$ 24.64	\$ 1,848.34	\$ -
Interpreter Contingency	\$ 1,900.00	\$ 527.33	\$ 47.39	\$ 23.70	\$ 23.70	\$ 104.00	\$ 94.79	\$ 47.39	\$ 101.85	\$ 4.74	\$ 4.74	\$ 712.05	\$ 208.33
Greeter	\$ 14,654.00	\$ 5,000.42	\$ 694.50	\$ 347.25	\$ 347.25	\$ 694.50	\$ 1,389.00	\$ 694.50	\$ 138.90	\$ 69.45	\$ 69.45	\$ 5,208.77	\$ -
Total Additional Costs	\$ 21,754.00	\$ 7,302.15	\$ 988.34	\$ 494.17	\$ 494.17	\$ 1,044.95	\$ 1,976.68	\$ 988.34	\$ 290.04	\$ 98.83	\$ 98.83	\$ 7,769.15	\$ 208.33
Grand Total Budget	\$ 135,758.00	\$ 39,940.65	\$ 3,253.74	\$ 1,626.87	\$ 1,626.87	\$ 11,071.29	\$ 7,431.49	\$ 3,715.74	\$ 2,924.55	\$ 325.37	\$ 325.37	\$ 49,440.25	\$ 14,075.79

**All staff purchase their own supplies- only resource room and common area supplies are shared

Upper Savannah Headcount Documentation
 Projected Head Count/Percentage Breakout

Organization	GLEAMNS (CSBG)						Not in Center	Total
Staff Member Name	Edgefield	Greenwood	Laurens	McCormick	Newberry	Saluda		
Pearlie Jones	5							5
Torsha Harrison				5				5
Whitney Mims						4	1	5
Total Days	5			5		4	1	15
Positions	1	0	0	1		0.8	0.2	3
Percent Share	41.7%			52.6%		53.3%		

Organization	SCDEW							Not in Center	Total
Staff Member Name	Edgefield	Greenwood	Laurens	McCormick	Newberry	Saluda			
Mark Crider (WP)		5						5	
Shannon Harris (WP)		5						5	
Toni Hopkins (WP/VET)		5						5	
William "Jeff" Jones (WP)		5						5	
Monika McGlohon (WP)		5						5	
April Skidmore (TAA/WP)		5						5	
"Kat" Youngblood (WP/VET)		5						5	
Eleanor Emerson (UI)		5						5	
Matthew Varnum (MSFW/WP)		5						5	
Karen Lawson (WP)			4		1			5	
Tiffney Smith (WP)		1	4					5	
Mary Carr (VET)					5			5	
Joe Hunter WP					5			5	
VBC Vacant					5			5	
Michelle Rogers (WP)					5			5	
Roy Lowe (WP)		5			0			5	
Total	0	51	8	0	21	0	0	80	
Positions		10.2	1.6		4.2		0	16	
Percent Share					79.2%				

DEW Breakdown	Edgefield	Greenwood	Laurens	McCormick	Newberry	Saluda	Not in Center	Total	Gwd %	Laurens %	Nwby%
WP		7.2	1.6		2.7			11.5	0.341232	0.421053	0.509434
VET		1.0			1.5			2.5	0.047393		0
Migrant		0.5						0.5	0.023697		0
TAA		0.5						0.5	0.023697		0
UI		1.0						1.0	0.047393		0
Positions		10.2	1.6		4.2			16.0	0.483412	0.421053	0.792453
Percent Share											

Organization	DSS SNAP							Not in Center	Total
Staff Member Name	Edgefield	Greenwood	Laurens	McCormick	Newberry	Saluda			
Beverly Owens		5						5	
Total		5						5	
Positions		1						1	
Percent Share		0.04739336							

Organization	DSS TANF							Not in Center	Total
Staff Member Name	Edgefield	Greenwood	Laurens	McCormick	Newberry	Saluda			
Ferrald Kelly		5						5	
TBA		5						5	
Total		10						10	
Positions		2						2	
Percent Share		0.09478673							

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MOU Attachment G

CONFIDENTIALITY AGREEMENT

BETWEEN

THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

AND

UPPER SAVANNAH WORKFORCE DEVELOPMENT AREA

This Confidentiality Agreement is entered into as of July 1, 2019, by and between the South Carolina Department of Employment and Workforce (DEW), Eckerd Connects, and Upper Savannah Workforce Development Area (“LWDA”).

PURPOSE: The purpose of this Agreement is to address the confidentiality requirements for LWDA to use the DEW Workforce Information Portal in order to have limited access to unemployment insurance (UI) claimant data that will be used to determine an individual’s potential eligibility for training and employment services programs under the Workforce Investment Act (“WIA”) and the Workforce Innovation and Opportunity Act (“WIOA”), effective July 1, 2015, and for 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 program year, June 30, 2020. 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.

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

Upper Savannah LWDA

Executive Director

Patricia Hartung, Executive Director
Upper Savannah Council of Governments

Date

Date

Eckerd Connects

SheVonne Randle
WIOA Program Manager

Date

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

REGARDING

CONFIDENTIAL INFORMATION FROM DEW

ORGANIZATION NAME Upper Savannah Workforce Development Area

EXECUTIVE SIGNATURE _____
Patricia Hartung, Executive Director

EMPLOYEE NAME Linda Lagroon

EMPLOYEE POSITION Information Systems (WOS) Coordinator

DATE June 30, 2019

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

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

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

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

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

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

Linda Lagroon, User

Signature _____

Date _____

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

REGARDING

CONFIDENTIAL INFORMATION FROM DEW

ORGANIZATION NAME Eckerd Connects

EXECUTIVE SIGNATURE _____
SheVonne Randle, WIOA Program Manager

EMPLOYEE NAME SheVonne Randle

EMPLOYEE POSITION WIOA Adult/Dislocated Worker Program Manager

DATE June 30, 2019

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

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

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

SheVonne Randle, User

Signature _____

Date _____