



## MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

---

AND  
THE SOUTH CAROLINA OFFICE OF REGULATORY STAFF

In accordance with Act 142, authorizing the expenditure of federal funds disbursed to the State in the Coronavirus Aid, Relief, and Economic Security Act (CARES) via the Coronavirus Relief Fund, this document shall serve as a Memorandum of Understanding (MOU) between \_\_\_\_\_  
(School District, Private School, Special School, Charter School, or Private College, University, or Technical College also referred to herein as “Participant”) and the South Carolina Office of Regulatory Staff (“ORS”).

Act 142 requires the ORS to purchase a minimum of 100,000 mobile hotspots and monthly service through December 2020 as detailed below:

*(B)(1) The Office of Regulatory Staff, in consultation with the State Department of Education and the Commission on Higher Education, shall procure mobile hotspots and monthly service through December 2020 for distribution to a minimum of one hundred thousand households. Eligibility shall be limited to households with an annual income of two hundred fifty percent or less of federal poverty guidelines that also has an individual attending a public or private K-12 school or a public or private college, university, or technical college. School districts, private schools, and institutions of higher learning will be responsible for distributing the hotspots and ensuring that appropriate security measures are installed on each hotspot. Priority should be given to households in counties that contain a school district that has been defined by the Department of Education as having a poverty rate greater than or equal to eighty-six percent.*

Upon receipt of a signed, certified, and completed order form from the Participant, the ORS, in partnership with broadband providers, will distribute mobile hotspots to the Participant and/or establish monthly internet service.

Participants must notify the ORS in writing once mobile hotspots have been received by the Participant and when the mobile hotspots have been distributed to qualifying households. The notification upon distribution to qualifying households MUST include a listing of addresses for all recipients.

Each month, Participants must provide the ORS a report of addresses for all active mobile hotspots and internet service. This report will be signed and certified by the Participant and will be submitted to the ORS no later than the 5<sup>th</sup> of the month or next business day for the previous month. One report per Participant will be required. If the ORS does not receive the monthly report, the ORS cannot pay the monthly service fee, and service will be disconnected.

By signing this MOU, you certify the following:

1. The cost of mobile hotspots and/or related internet service was not accounted for by Participant's budget most recently approved as of March 27, 2020.
2. The hotspot is necessary as a result of public health emergency caused by COVID-19.
3. Only one device/monthly internet service per qualifying student *HOUSEHOLD* will be distributed.
4. Devices and monthly internet services being provided are not duplicative, meaning the household does not already have internet service.
5. You have the authority to certify and submit this MOU on behalf of the Participant.

By signing this MOU, you acknowledge the following:

1. Any service beyond December 2020 is the Participant's and/or the receiving household's responsibility.
2. The Participant is responsible for determining the number of eligible student households.
3. The mobile hotspots become the Participant's and/or the receiving household's property upon delivery to Participant. As such, equipment and/or technical issues are not the responsibility of the ORS. Any equipment and/or technical issues exist between the supplier and the Participant/household. Provided, however, that if at any time during this agreement the Participant has mobile hotspots that are not being used or assigned to an eligible household, the ORS may request that the Participant return those hotspots to ORS for distribution to other households with eligible students lacking internet access for education purposes. If mobile hotspots are returned upon ORS's request, the Participant is not liable for additional federal reporting and accounting on that equipment.
4. The Participant has taken precautions to ensure only those eligible households will receive a mobile hotspot/monthly internet service.
5. The Participant has taken precautions to ensure mobile hotspots and monthly internet service is not duplicative, meaning the household does not already have internet service.
6. The Participant has taken precautions to ensure the mobile hotspots and monthly internet service will be used for educational purposes only.
7. The Participant is responsible for providing any computing devices connecting to the internet through the mobile hotspots.
8. The monies used to procure the mobile hotspots and related service through December 2020 are Federal Funds. As a result, the ORS reserves the right to require additional documentation from the Participant as required by the Federal Award. Pursuant to the requirement in Paragraph V(B) of the attached Subrecipient Agreement, this MOU is subject to the provisions stipulated in the attached Subrecipient Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.
9. The Participant will maintain all records related to these hotspots for a minimum of 5 years after the close of the federal funding, to be determined at a later date.
10. The Participant will follow all standard Federal reporting as required by law.
11. The ORS will provide the Participant with additional information as it is received by the ORS (i.e. the CFDA number, the value of the equipment/service received).

This MOU shall commence upon the date on which it is fully executed by both parties, and cannot be revoked except by the ORS upon failure of Participant to perform required reporting, once mobile hotspots have been received by the Participant.

Please note that hotspots are not the only option available to the Participants for assisting with connecting eligible households to broadband. The SC General Assembly intended for the ORS to have flexibility in procuring monthly internet service for eligible students to ensure the most cost-efficient use of available federal Coronavirus relief funding. In many cases, wired broadband access may be available to a particular location but the family does not subscribe to internet service due to affordability or other issues.

By signing this agreement, Participant agrees to provide the ORS the addresses of eligible households with the monthly reporting. This information will enable the ORS to determine the best available options for the households that remain unconnected to the internet. The best solution for one Participant may not work for another due to the different technologies being used and other factors. We recognize that Participant may not have these addresses at this time and by the deadline for placing the order for the mobile hotspots.

**IN WITNESS WHEREOF**, signatories hereunder warrant and declare that they are duly authorized to execute this MOU by virtue of their position and title and are signing on behalf of their respective entity by virtue and strength thereof

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date

**SOUTH CAROLINA OFFICE OF REGULATORY STAFF**

By: \_\_\_\_\_

Nanette S. Edwards Date

Executive Director

South Carolina Office of Regulatory Staff

1401 Main Street, Suite 900

Columbia, South Carolina 29201

Please complete the MOU and return to [csims@ors.sc.gov](mailto:csims@ors.sc.gov) and [tallen@ors.sc.gov](mailto:tallen@ors.sc.gov) by **August 5, 2020**. Please include your participating School District, Private School, Special School, Charter School, or Private College, University, or Technical College in the file name before you save/send it.

*Facsimile signatures and email signatures shall be as effective as original signatures to bind any party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Agreement.*