

HENRY McMASTER, Governor
BRYAN P. STIRLING, Director

October 29, 2019

Mr. Edward R. Tallon, Sr.
South Carolina House of Representatives
Post Office Box 11867
Columbia, South Carolina 29211

RE: Follow-up to August, September and October 2019 Subcommittee meeting

Dear Representative Tallon:

Veterans and Other Federal Programs

1. In regards to veterans' rights, which, if any, continue while a veteran is incarcerated and post-incarceration? Does SCDC have any recommendations on this topic and, if so, what is the basis for the recommendation?
 - Please see attached Veteran's Rights.
2. In regards to federal programs (e.g., SNAP, TANF, Medicaid, etc.), which continue while an individual is incarcerated and post-incarceration and which stop? Does SCDC have any recommendations on this topic and, if so, what is the basis for the recommendation?
 - Please see attached Federal Programs.

Programs and Reentry

3. Provide timeline (1-2 pages) of how SCDC's re-entry programs have evolved over the last 15 years (e.g., length of program, number of staff, etc.), including related recidivism and any major changes in inmate population.
 - Please see attached Timeline, Average Population, Recidivism Rates for Manning and Return to Prison Rates of Inmates Released FY2005-FY2016.
4. How often are inmates reminded of the advantages of good time and education credits?
 - Inmate credits are discussed with them formally at their annual reviews. Case workers also have open door for any inmate questions.
5. Please provide the balance for the funds sent to the Department of Public Safety or Attorney General for each month from the last three years to show the source of the money and where money was sent.¹
 - Please see attached Victims' Services Transfers.

6. Please provide a graphic or table which shows the entities SCDC relies on, and for what SCDC relies on each for, to achieve successful inmate reentry (e.g. DMV – state ids, DEHC – birth certificates, SCWorks – job opportunities, etc.).

- Please see Question #3, Timeline.

7. During each of the past three years, how many inmates that needed a birth certificate were unable to pay for one without donations from a non-profit or other organization?

- SCDC does not track inmates who need birth certificates; however, when a need arises Catholic Charities assists with providing, please see below. When the pending contract with DHEC is ratified, SCDC will be able to track the birth certificates SCDC purchases for those inmates who are considered indigent.

Birth Certificates to In-State Returning Citizens	
2017	161
2018	301
2019 through September 30 th	269
Total:	731

8. In regards to the offender employment preparation program outlined in S.C. Code Section 24-13-2110, et. al, please provide the following: (a) memorandum of understanding (MOU) required by S.C. Code Section 24-13-2120, which establishes the responsibilities of each agency in the program; and (b) annual report about the program to the agencies that are part of the program's MOU required by S.C. Code Section 24-13-2140(6).

- Please see attached Memorandums of Understanding and annual reports.
- For a list of partners, please see the Timeline in Question #3.

9. Please explain how the other agencies that are part of the offender employment preparation program survey "employment trends within the State" and the "proposals to the Department of Corrections regarding potential vocational training activities," each agency has made during the last three years, as required by S.C. Code Section 24-13-2130.

- Stakeholders identify returning citizens who are eligible for services and determine appropriate vocational and service needs by providing an individual plan for employment, which consists of the citizen's interest, abilities and informed choices.

10. Please explain SCDC's involvement in the federal reentry council.

- SCDC began working with the Federal Reentry Council in 2016 when former U.S. Attorney was responsible for organizing the meetings. SCDC attended several planning meetings held at federal correctional facilities and hosted a Reentry Council meeting at Manning Reentry. Under Joe Brewer's leadership of the Reentry Council, SCDC attended several statewide meetings and has participated in the quarterly job fairs held regionally. When the job fairs are planned, the flyers are posted in every institution to ensure that returning citizens statewide know where to go for the next job fair. After hiring reentry staff statewide to provide reentry services, as a training component, all new staff members were taken to the Midlands Region Job Fair to network and identify resources for the returning citizens within SCDC. We were just notified that Joe Brewer

will no longer be leading the Federal Reentry Council initiative for South Carolina, but we look forward to continuing our involvement with the Council.

11. Are there any models used in other states for bringing in multiple agencies needed for reentry? Which states have models potentially usable in South Carolina and how do those models work?

- Yes.
 - Ross CI - Chillicothe, Ohio
Ross “Going Home for Good” SCDC’s version of “Going Home for Good”, recently opened at Lieber Correctional Institution, for Level 3 offenders. This is a 2-year program that encourages community connections and family support systems, through evidenced based programming to sustain opportunities and create the skills necessary for a successful reentry into society.
 - The below are models that SCDC is very interested in implementing. Until funding and personnel are in place, these projects will remain in the planning stage.
 - Northeast Reintegration Center- Cleveland, Ohio
Chopping for Change –collaboration with Lutheran Metropolitan Ministries (LMM) that provide pre-release training and behavioral health services to the returning citizens. Several programming phases such as parenting, life skills, alcohol and other drug treatment and a full culinary training program. Participants gain practice in the LMM commercial kitchen, access counseling and case management. Meaningful work experience is gained and training that empowers them to rejoin the workforce. Women return home equipped with valuable personal and professional skills, which positions them for success at the time of their release.
 - Pickaway Correctional Institution – Orient, Ohio
JBM Envelope Company Employment opportunities – manufacturing of paper envelopes. Returning citizens are taught a trade of creating tailor-ordered packaging and are hired to work for the company upon release.
 - Ohio Penal Industries – Columbus, Ohio
The Office of Enterprise Development (OED)– created to further efforts to reduce recidivism and increase public safety of the state. The mission is to reduce idleness through the creation of training programs and jobs for inmates and returning citizens through partnerships with private sector businesses. OED works in collaboration with various state agencies to expand the number of partners with private sector businesses with the primary goal of developing training for inmates in transferrable job skills and providing job opportunities for returning citizens.
 - Georgia Department of Corrections and State Board of Pardons and Parole
Reentry Partnership Housing (RPH) for Residence – Problem Inmates Project (RPI). Providing housing to work ready convicted felons who remain in prison after being granted parole, solely because they do not have a residence option. The goal of the program is to enhance the released offenders’ ability to remain crime free once entering society from the prison system. This program involves collaboration by several different agencies.

12. Is there any "reentry" council involving directors from state agencies in South Carolina?
- No. However, SCDC is interested in implementing in an effort to break down ongoing barriers for Returning Citizens.
13. How does SCDC prevent siloes internally (e.g., across correctional institutions and across agency organizational units) as it relates to reentry?
- The Office of Programs Reentry and Rehabilitative Services is working to create sustained cross organizational communication as it relates to reentry initiatives. We work closely with the Deputy Director for Operations and the Deputy Director for Health Services to coordinate reentry. Weekly meetings are held to share visions and ongoing efforts to ensure inclusion of enhanced reentry services. Programs staff and institutional visits ensure face to face communication with institutional personnel, keeping all informed of reentry efforts. Meetings are held between divisions, with managers and line level staff, to discuss current issues and share ideas for changes and enhancement of services.
14. Is SCDC able to track the number of programs in which an inmate participates and the number of programs available to the inmate so this information is available to the parole board?
- SCDC can track some program participation in the Offender Management System (OMS). SCDC lacks a comprehensive, automated, case management system making tracking of all program participation difficult. The current OMS does not have the capacity to track programming in the level of detail that is currently needed. A new Case Management system is being sought, with additional funding for the new system being requested in the 2021 budget.
15. What information does the parole board request about inmates?
- The S.C. Department of Probation, Parole and Pardon Services downloads data from SCDC's OMS nightly; therefore, the Parole Board does not request anything from SCDC. Please see attached list of information provided through OMS.
16. During each of the last three years, how many inmates' parole, or parole hearings, have been postponed due to their inability to go through the sex offender treatment program because it did not have enough capacity?
- This question would be better answered by the S.C. Probation, Parole and Pardon Services as this falls under their purview.

Medical Transportation Efficiency

17. Explain how SCDC attempts to coordinate, if at all, regular inmate medical visits or other transportation to ensure safe transport without an excessive number of guards or vehicles.
- SCDC provides primary care visits within each institution to ensure that inmates have access to provider visits for their medical needs without the necessity of transporting inmates into the community or to another institution. SCDC also makes specialty care services available at the Kirkland CI in Columbia whereby an array of specialty physicians come onsite to Kirkland to provide specialty evaluations and recommendations for the inmate/patients for higher levels of medical care. SCDC is now also bringing more specialty service lines into the system via telehealth relationships with the University of South Carolina/Prisma network (primary care services at Camille), and

with the Medical University of South Carolina (MUSC – specialty care services just being initiated at various facilities). Specialty services such as Obstetrics and Gynecology are also available at Camille Graham through a contract with USC. Mammography screening will shortly be available on-site at both Leath CI and Camille through a grant/contract with DHEC as well. Also, in order to ensure outside services which are delivered by a community-based provider (e.g., surgeries, procedures, advanced imaging services) are done at an optimal level.

- The Chief Medical Officer of SCDC is tasked to approve each non-emergent consult/request for services to determine medical necessity prior to it being scheduled. Only after this approval is made will the service be scheduled, and transportation arranged. This task is completed through the Electronic Health Record and is from the on-site medical records staff.

18. Please provide information on the number of inmates transported for medical services, total costs, and cost per transport type by year for the last three years.

FY 2017-2019 Medical Movements by Fiscal Year and Transportation Method

Transportation Method	FY 2017	FY 2018	FY 2019
AMBULANCE	708	830	804
BUS	8,870	9,325	8,883
HELICOPTER	20	21	5
VAN	15,540	13,991	14,087
Total	25,138	24,167	23,779

- Costs: The average cost per ambulance trip is \$584.75. Therefore the total cost for each fiscal year would be:
 - FY 2017: \$414,003
 - FY 2018: \$485,343
 - FY 2019: \$470,139
- The average cost per helicopter trip is \$39,398. Therefore the total cost for each fiscal year would be:
 - FY 2017: \$787,965
 - FY 2018: \$827,358
 - FY 2019: \$196,990
- SCDC does not have a standard cost for medical trips made in SCDC vans or on the SCDC bus system available at this time. It would be extremely difficult to calculate due to the variety of times of trips, whether to emergency department or to the hospital, and the number of stops made by the buses at institutions.

Medications and Medical Equipment

19. Approximately how many hours per month or year do nurses spend packing medications for inmates? Considering the salaries and fringe benefits of these employees, approximately what do these hours amount to in annual costs to the agency?

- By our estimate, approximately 6,430, which equates to about 8 hours per day, nursing hours are expended for this purpose each month at a cost of \$202,416.

20. Please explain the equipment that may increase the efficiency of packaging medication, including the upfront and maintenance cost of the equipment, available capacity of the equipment, SCDC's capacity need, other state agencies that may be able to benefit from the equipment, and how SCDC may utilize the time of nurses that is no longer needed to package medication.

- A unit dose automated dispensing system has the capability to dispense 30-day packages that contain unit-packaged doses of all the medications a patient is taking in one container, which is labeled with the inmate's name and number as well as each medication within the packet. A unit dose automated dispensing system has the capability for the nurse to simply tear away a pouch of all the inmate's medications for that dosage time at a pill pass without the need to set up the pill pass or repackage medications into single dose containers or envelopes. As indicated in the response to #19 above, we estimate we could save 6,430 nursing hours per month, which equates to 39 FTEs. However, this would also require a change to our distribution and medication storage system as well as documentation and the space required for storage would be increased within the Health Services Units.
- In our FY 2020-2021 Budget Request we have included a request for a unit dose automated dispensing system. The turnkey cost for a unit dose automated dispensing system, software, and containers would be approximately \$790,000 for the initial purchase. The maintenance costs are estimated to be \$77,500 annually.
- The nursing hours saved by this improvement could easily be used to enhance our ability to provide services at the primary and preventive level. This would enhance both quality care and cost efficiency. We would be able to staff and conduct robust chronic care clinics where we could increase the management of the many chronic diseases in our population including respiratory disease, diabetes, hypertension, infectious disease and cardiac issues. SCDC would also have the opportunity to staff site personnel responsible for continuous quality improvement and infectious disease programs that assess and improve our site medical systems.

21. What changes, if any, may allow SCDC to more easily obtain medical equipment through federal surplus? Please provide examples of medical equipment SCDC has seen available through federal surplus that would be beneficial to the agency in terms of effectiveness and efficiency?

- SCDC does not perceive any changes needed to obtain medical equipment from the federal surplus program at this time. SCDC is currently able to access their portal and determine what equipment is available from their offerings. SCDC periodically checks the federal and state surplus sites to see if there are needed items available for SCDC to purchase.

Medical Wait Time

22. Does the agency track, by type or category of medical request, the length of time it takes from inmate request to inmate treatment? If so, how does this compare to the average length of time it would take someone like you or I to receive care (as we know the rest of us sometimes have to get an appointment and/or several hours at the doctor's office)? If not, would this be possible to track going forward?

- SCDC does not track this item at the present time. For primary care visits we conduct sick call at sites four days per week and our standard per SCDC policy is to make an appointment for the inmate to be seen within 48-72 hours based upon the urgency of the request.
- A general review of literature on the length of time it takes in the "free world" to get an appointment with a primary care provider varies from 2-3 weeks or longer depending on which study is viewed. Appointments for specialty providers are trending even longer according to published research.
- SCDC is in the process of determining how to capture the wait from request to treatment.

Births in Prison

23. During the last ten years, how many inmates have given birth while incarcerated? How many of these individuals were pregnant upon admission to SCDC?

- In the past ten years (2010-2019) 149 women gave birth while incarcerated and all 149 were pregnant upon admission to SCDC.

24. What opportunities exist for a mother and infant to visit if the infant is born while the mother is in prison?

- Yes, an incarcerated mother is able to see the infant after giving birth. The inmate advises the institution whom will be the guardian responsible for the baby once the child leaves the hospital. This individual should apply to be on the approved visitation list and is then authorized by a memo from the Warden to bring the child to visit for six months from the date of birth, this allows time for the Visitation Application process. During that six months, the guardian should submit a fully completed application for the minor child so that he/she may be added to the visitation list for visitation purposes after the first six months.

Mental Health

25. Please provide a breakdown of mental health workers by type: (a) contract, (b) full-time, and (c) part-time (employed by SCDC).

Title of Position	Total Number of Positions	Full Time	Part- Time	Contract	Filled	Vacant
Administration Non- MHPs	8.53	8	0.53	0	8.53	
Psychiatry includes NP	23.15	13	8.07	2.08	16.7	6.45

Psychologist	5.34	4	0.94	0.40	4.34	1.0
MHPS	94.06	93.0	1.06		75.0	19.06
Mental Health Officers	78	78	0		57.0	21.0
Activity Therapist	5	4	1		5.0	
Counselors	8	8		0	4.0	4.0
Admin Support	9	9			9.0	
Total	231.08	212	11.60	2.48	179.57	51.51

*Please note that the above chart includes current allocations as well as vacant positions.

26. What percent of each type of officer (mental health and correctional) have completed each type of mental health training (e.g. mental health first aid, crisis intervention team)?

**Mental Health Training taken by
Current Correctional Officers and Mental Health Officers
Total CO (excluding MHO) count = 2,763
Total MHO count = 58**

Course	Taken by	
	% of C.O.	% of M.H.O
CIT (Initial Training)	11.26%	39.66%
CIT Refresher	4.09%	3.45%
Mental Health First Aid	5.68%	1.72%
Mental Health General Provisions	55.66%	67.24%
Recognizing and Appropriately Responding to Mentally Ill Inmates	75.28%	48.28%
Suicide Prevention (Orientation)	88.82%	94.83%
Suicide Prevention Instructor Led	94.28%	74.14%
Suicide Prevention Part I (Video)	79.44%	72.41%
Suicide Prevention Part 2 (Video)	79.01%	72.41%

***Training Count as of October 17, 2019, at 2:33pm**

27. Please provide the written protocol for determining where inmates are placed during mental health crises.

- This process is outlined in a restricted policy, SCDC HS-19.03, Inmate Suicide Prevention and Intervention; however, we have provided the basic procedure.
- When an inmate is referred to crisis, he or she is first placed in a safe cell under constant observation until he/she is evaluated by a Qualified Mental Health Professional (QMHP). Before an inmate occupies a safe cell, the correctional officer must document that the cell is cleaned and clear from objects with which the inmate could harm himself.
- QMHP will then evaluate the inmate. If the evaluating QMHP believes that Crisis Stabilization Unit (CSU) level of care is appropriate, the QMHP consults with

appropriate staff regarding admission. Inmates needing CSU level of care are transferred to the CSU at Graham (females) or Broad River (males).

- If the QMHP determines a CSU level of care is not needed, or is undecided, the QMHP will consult with a psychiatrist or licensed psychologist. If the psychiatrist or licensed psychologist agrees that a CSU level of care is not warranted, the inmate will then be returned to his/her prior location.
 - If the psychiatrist or licensed psychologist determines a CSU level of care is warranted, or if it is unclear, the inmate will then transfer to the appropriate CSU. When an inmate arrives at the CSU, he/she is evaluated by the psychiatrist or licensed psychologist and the CSU Treatment Team shall determine whether the inmate needs in-patient treatment.
28. Has the agency done any research on whether the ability of an individual to see sunlight, while confined indoors, has an impact on the individual's mental health?
- No, however, SCDC is currently modifying the existing window covers to allow natural light in cells. The window covers were put in place to help combat contraband and the retrieval of contraband that makes its way onto our yard. The modified window covers will remain in place for the prevention of contraband and the safety of staff and inmates. Please note that inmates are not confined to their cell but are out of cell for the following: meals, class, chapel, recreation, etc.
29. What is the recidivism rate for inmates diagnosed with a mental health disorder?
- Please see attached Recidivism Rates of Inmates Released FY2012-FY2016.

Addiction Treatment

30. Please explain the reason why the number of inmates admitted to addiction treatment units (ATU) dropped almost 50% from 2014 and 2015 to 2017 and 2018. If it was caused by a decrease in the number of staff, please provide the number of applicable staff in each year 2014 through 2018 and the number of additional inmates that may be treated per additional staff member, if the agency received funding for additional staff positions.
- SCDC staffing patterns have remained stagnant from 2014 to present but grant-funded positions from RSAT were reduced in 2012 under a contract provider, Community Education Centers, Inc. The decrease in admissions was primarily caused by the reduction of beds. Over the last five years, the program has seen a decrease from approximately 526 to 320 beds. The Goodman female prison was closed which took 80 beds offline. Females needing services currently are receiving programming from Camille Graham. The program at Lee was consolidated with Turbeville's program, which changed from a level three security yard to a level two. This caused an additional 120 beds to be taken off line. SCDC was recently awarded a grant; however, it only allowed for the hiring of three positions, which will not allow for expansion of bed capacity.
31. What is the recidivism rates for the following type of inmates:
- a. Need assessment/court-ordered treatment, admitted to ATU, and graduate from ATU;
 - b. Need assessment/court-ordered treatment, admitted to ATU, and don't graduate from ATU; and
 - c. Need assessment/court-ordered treatment and not admitted to ATU.
- Please see attached HLOC Recidivism Request on ATU.

32. While SCDC representatives testified the General Assembly has not appropriated funds for construction of new buildings, does SCDC consider its addiction treatment units are the “centers for alcohol and drug rehabilitation,” as outlined in Title 24, Chapter 13, Article 19? If not, please explain whether SCDC recommends elimination of Sections 24-13-1910 through 24-13-1950. If so, does the Department of Alcohol and Other Drug Abuse Services provide staff and support necessary to administer the ATUs?
- SCDC does currently consider its addiction treatment units the “centers for alcohol and drug rehabilitation” as outlined in Title 24, Chapter 13, and Article 19. SCDC further recommends the enforcement of Sections 24-12-1950 by funding the Department of Alcohol and Other Drug Abuse Services appropriately to carry out this function or re-directing sufficient funding to SCDC to operate its ‘centers for alcohol and drug rehabilitation’.
33. Why has SCDC chosen to privately contract alcohol treatment programs instead of utilizing the Department of Alcohol and Other Drug Abuse Services to operationalize the programs?²
- SCDC currently does not privately contract alcohol and drug treatment programs. SCDC last contracted for alcohol/drug treatment services in 2012, which was provided through RSAT (Federal funding) which has since being reduced. As such, SCDC employees provide alcohol/drug treatment services. The South Carolina Department of Alcohol and Other Drug Abuse Services (DAODAS) does not provide direct treatment services and SCDC is not currently funded to contract for services through a DAODAS provider.
34. Please explain what the 90 days follow up peer support individuals are to perform with mental health and/ substance abuse inmates. Also, since SCDC representatives testified the agency does not currently audit whether this occurs, please explain how, going forward, the agency intends to ensure the follow-up occurs.
- The Peer Support Specialist, funded by DAODAS are responsible for tracking all inmates released from SCDC who enrolled in the Medication Assisted Treatment (MAT) program. Inmates received their first Naltrexone injection while at SCDC. A DAODAS service provider does follow-up injections in the community. The Peer Support Specialist follows up with the participants for 90 days to assess whether on-going injections occurred and if participants stay connected to an aftercare treatment provider. They also track whether participants are gainfully employed. Going forward, the Division Director of Addiction Recovery or designee will be responsible for ensuring contacts are occurring as outlined in policy by auditing the Peer Support records/files on a monthly basis and reporting findings to both SCDC and DAODAS for necessary follow-up action.
 - This process was put together as an initiative by SCDC in collaboration with DAODAS to try to ensure that the MAT program would be successful post release. The Peer Support Specialists are employed by DAODAS and are responsible for the follow ups.

² S.C. Code Section 24-13-1920 and -1940 require the Department of Alcohol and Other Drug Abuse to establish a program to provide alcohol and other drug abuse intervention, prevention, and treatment services for offenders within the S.C. Department of Corrections (SCDC); provision of staff and support necessary to administer the program; and consultation with the director of SCDC on policies and procedures for the program. Department of Alcohol and Other Drug Abuse Services Program Evaluation Report, Deliverables Chart, Deliverable Item Number Seven state: “DAODAS collaborates with the S.C. Department of Corrections (SCDC) on a range of criminal justice issues and has in place two overarching programs that work to address the re-integration of addicted inmates back into the community. *SCDC has full authority to operate the alcohol treatment program and has opted to privately contract for these services, rather than utilize DAODAS to operationalize these programs.*” (emphasis added)

SCDC does review the feedback we get from the DAODAS Peer Support Specialists, however, since SCDC does not supervise directly we can only contact the DAODAS leadership if their follow up is insufficient.

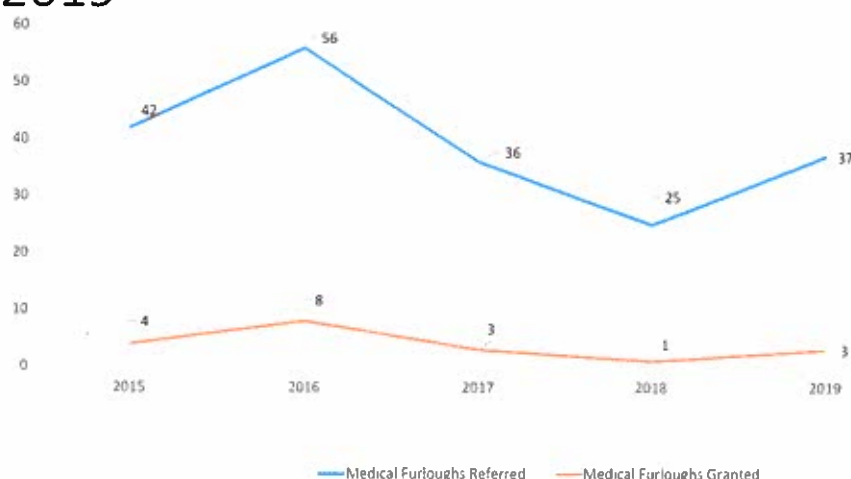
Health Services – In General

35. In light of an SCDC representative's testimony regarding her prior experience in other states in working with universities to track health services outcomes, has SCDC communicated with any higher education institutions in South Carolina to gauge the feasibility of a similar partnership? If so, what is the status? If not, why not?

- Yes, SCDC has an ongoing collaboration with the Medical University of South Carolina (MUSC) to study suicides in our system to determine causation and preventive strategies.
- SCDC has also launched a partnership with the University of South Carolina School of Medicine to develop a telehealth-based provider relationship with the Camille Graham CI whereby their faculty providers will follow our female inmate patients and assist with managing their health status during their period of incarceration.
- SCDC does not currently have the reporting mechanism to review clinical metrics for medical performance as discussed in testimony. However, that may be available in the future through the population management component of the electronic health record. This needs to be further evaluated and then discussed with the USC School of Public Health or School of Health Administration as a potential collaboration.

36. Please provide a chart, with information similar to slide 29 of the health services presentation, with separate and distinct statistics on medical furlough versus medical paroles, as well as definitions of each. Please coordinate, as needed, with the Department of Probation, Parole, and Pardon, to obtain all applicable information.

Medical Furloughs Referred vs. Granted 2015-2019



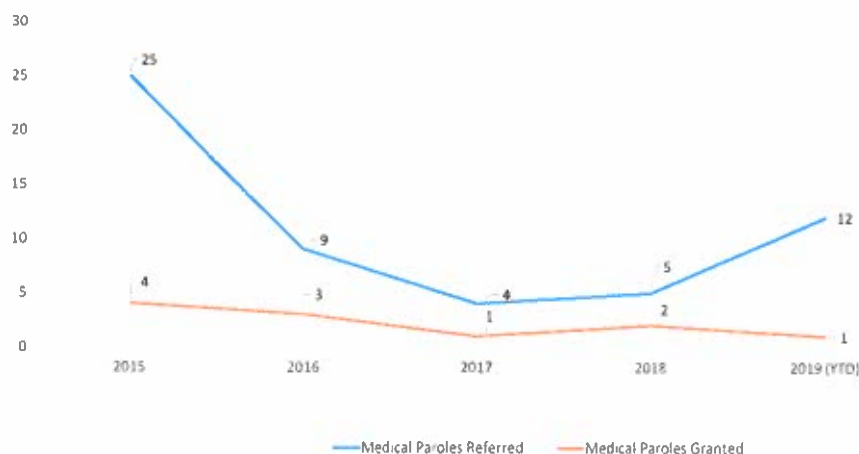
On average, only 4.6% of medical furloughs are granted.

- Medical Furlough is a statute, S.C. Code of Law 24-3-20, and SCDC policy-driven process by which inmates who have a physician-documented life expectancy of one year or less

may apply for permission to live in the home of a relative with hospice care for their remaining lifespan. The family member must assume full financial responsibility for the inmate and must reside in South Carolina. There is a set of rules by which the inmate and the family member who assumes responsibility for the inmate must abide. If these rules are broken, the inmate will be returned to SCDC and the family member may be held liable.

- If the offense was violent, approval must be granted by the solicitor, law enforcement and victim/witness for the inmate to return to the community. If any or all of these three parties disapprove, the medical furlough will not be granted. If the offense was non-violent, the aforementioned parties will be notified of the inmate's return to the community, however their approval is not required.

Medical Paroles Referred vs. Granted 2015-2019



On average, 20% of medical paroles are granted.

1

- Medical Parole is a statute-driven process, S.C. Code of Law 24-21-715, by which inmates may apply for parole as a result of one or more of three criteria: the inmate is 70 years old or greater, and/or the inmate has a life expectancy of 2 years or less, and/or the inmate has an irreversible debilitating condition that requires immediate and long-term care. The Medical Parole Coordinator seeks a family member who agrees for the inmate to reside in their home and locates an attending physician in the community who agrees to follow the inmate's care (continuity of care). The Medical Director documents the inmate's medical condition and identifies the criteria by which the inmate qualifies.
- The Director of SCDC may choose to petition Probation, Parole and Pardon for the medical parole on the inmate's behalf. From that point PPP puts the inmate's name on the docket and a hearing is held for determination of whether or not the parole will be granted. Inmates may be medically paroled to other states by use of the Interstate Compact process, should PPP elect to do so.

37. Are medical services provided by SCDC regulated by the state and regularly inspected? Are they inspected by DHEC or anyone outside of SCDC?

- Generally, the medical services provided by SCDC are not inspected or regulated by DHEC or any state or outside regulatory or accrediting entity. There are however, some parts of our Division that are regulated as follows:
- The infirmaries located at the Turbeville, Lee, Kirkland, and Lieber sites are licensed by DHEC. These licenses are maintained and renewed each year. DHEC inspects them annually.
 - The SCDC Central Pharmacy at the Broad River location in Columbia maintains licensure as a pharmacy in the state of South Carolina through the Department of Labor, Licensing, and Regulation (LLR). Each site's pill room is also licensed by LLR. The Pharmacy and pill rooms are also registered with the DEA and State drug control unit of DHEC. All the licensed pharmacies are inspected by LLR on a biannual basis.
 - The SCDC Laboratory maintains a Moderate Complexity Certificate as mandated by the Federal Clinical Laboratory Improvement Amendments (CLIA). Each site maintains a CLIA waiver certificate for the non-complex labs they perform at their sites.
 - The Gilliam Psychiatric Hospital is licensed as a psychiatric hospital with DHEC. DHEC performs a yearly inspection and the license is renewed annually.
 - LLR has oversight over any medical professional that holds a license within the State of South Carolina.

38. Are there any independent reviews of inmate health records to ensure inmates are receiving adequate healthcare? (like a financial audit, but for medical services)

- SCDC has a division of Quality Improvement and Risk Management (QIRM), that was created as part of the Office of Legal and Compliance after the mental health settlement agreement. QIRM has the responsibility of tracking and reporting to the Implementation Panel functions related to the mental health settlement Implementation Plan. Review of portions of health records is part of their process to monitor compliance with policies that relate to the mental health settlement components. QIRM staff does not audit for quality of medical or mental health clinical assessments, nor determine if clinical and medical guidelines are met or are appropriate. Under the terms of the settlement agreement, the Implementation Panel has access to documents and records, as requested.
- Personnel in the SCDC Headquarters' office are assigned to review and respond to appeals of the findings of inmate grievances, which include review of patients' records to ensure adequate health care is being provided.
- Per SCDC Policy OP 22.48, the institutional wardens are required to conduct weekly rounds of their facilities to assess the condition of living units to include adequacy of lighting and climate. Also, the Regional Managers of the Division of Operations have the responsibility to spot check facilities.

- QIRM also reviews temperature and sanitation reports created by RIM. These reports are based on temperature and sanitation checks conducted by the institutions. QIRM staff provides reports to the Implementation Panel and to institutions summarizing information in the RIM reports, generally over a specific time period. The reports also assess, based on the guidelines established by the Division of Operations, if responses to the deficiencies were provided and were appropriate.
39. Does the agency have any internal employees, similar to regional police services that are independent from a particular facility, that check general conditions of the facilities to ensure inmates receive adequate sunlight, temperature, etc.?
- Environmental Health and Safety Officers are assigned this task; however, they fall under the institution and are not independent. They are however dually supervised by the Institution and the Division of Occupational Safety and Worker's Compensation.
 - Per SCDC Policy OP 22.48, the institutional wardens are required to conduct weekly rounds of their facilities to assess the condition of living units to include adequacy of lighting and climate. Also, the Regional Managers of the Operations division have the responsibility to spot check facilities. QIRM also reviews temperature readings that are taken by officers on shifts to ensure temperatures are within policy range. QIRM staff provides reports to the Implementation Panel and to institutions summarizing information in the RIM reports, generally over a specific time period. The reports also assess, based on the guidelines established by the Division of Operations, if responses to the deficiencies were provided and were appropriate.
40. When is the data in slide 38 of the health services presentation, comparison of annual salaries for SCDC and community resources, accurate as of?
- These salary comparisons were made in late Spring of 2019. The only change would be that the SCDC applied a 2% increase at the beginning of this Fiscal Year.

Crimes in SCDC

41. For each of last three years, please provide the number of cases sent to solicitors' offices and the number prosecuted, by type of person arrested (e.g., employee, civilian, or inmate) type of case (e.g., dashing, etc.), and solicitors office.
- Please see attached HLOC Follow-up-Police Services.
42. How does SCDC document contraband it discovers (e.g., photos, etc.) and dispose of it so it does not re-enter the prison system?
- The employee finding/confiscating the contraband should complete an SCDC Form 19-29, "Incident Report," (to be sent through proper routing procedures) and an S-23, "Evidence Card." Attach the S-23, "Evidence Card," to the contraband/drugs (without damaging the original packaging or the contraband drugs and place in the contraband/evidence drop box or give the contraband to the Contraband Control Officer (CCO) or Assistant Contraband Control Officer (ACCO). The CCO or ACCO will take the contraband to the Contraband Control Office, verify the data on the S-23, "Evidence Card," and record all necessary data in the Contraband Log Book.

CONTRABAND DISPOSAL PROCEDURES:

11.1 Contraband Drugs:

- Needed: Cardboard box; adhesive evidence tape; CCO, ACCO and one witness/employee (whose rank is Captain or higher) appointed by the Warden, or the CCO or ACCO and two witnesses/employees (whose rank is Captain or higher) appointed by the Warden.
- Complete a SCDC Form 19-79 and save for future reference.
- Two witnesses/employees will observe the CCO (or ACCO) place all recorded drug cases in noted cardboard box. When all cases are in the box, all seams and openings will be sealed with adhesive evidence tape and all three employees will initial all the areas in which the tape and box meet to confirm witnessed sealing.
- Most Law Enforcement contraband incinerators operate on a limited schedule. Make sure you make arrangements and an appointment to take the sealed box to the incinerator.
- Two of the three witnesses/employees (one must be at least a Captain) will take the sealed contraband box to the prearranged Law Enforcement contraband incinerator. The two witnesses/employees will show proof that procedures have been followed and present the sealed box to the incinerator operator for disposal.
- The two SCDC witnesses/employees and the incinerator operator must insure the box has been destroyed.
- After disposal of the contraband, disposition of all cases and the noted witness of the disposal must be noted in the Contraband Log Book and on the SCDC Form 19-79.

Firearms: All firearms confiscated from inmates will be recorded in the Contraband Log Book, labeled with and S-23, "Evidence Card," and turned over to SLED for disposition/destruction. (NOTE: Firearms or other items considered being possible weapons found by labor crews off SCDC property will not be disturbed. Local law enforcement will be contacted to retrieve and handle such items in accordance with statutory requirements.)

Ammunition/Explosives: All ammunition and explosives will be turned over to local law enforcement (bomb disposal unit) in the same manner as firearms. (NOTE: Ammunitions or explosives found by labor crews off SCDC property will not be disturbed. Local law enforcement will be contacted to retrieve and handle such items in accordance with statutory requirements.)

Needles/Syringes: All needles/syringes will be disposed of as bio-hazardous waste pursuant to current agency policies/procedures, state and federal regulations, and medical protocol.

Alcohol/Other Intoxicants: All confiscated alcoholic beverages or other intoxicant (e.g., inhalers, etc.) will be disposed of or destroyed in a safe manner by the CCO and witnessed by the ACCO or other staff member approved by the Warden. (NOTE: With the Duty Warden's approval, the Shift Supervisor may dispose of homemade wine. This should only be authorized in the absence of the CCO and ACCO. Each time that this occurs, the disposal must be thoroughly documented and signed.)

Other Weapons: Other weapons (e.g., brass knuckles, pocket-knives, shanks, clubs, etc.) or items deemed a threat to the security of the institution or others will be disposed of or destroyed in a safe manner by the CCO, ACCO, and another staff witness approved by the Warden.

43. Please provide the amount and location (e.g., in-person visitor, via mail to inmate, via mail/supplies to agency, etc.) of any contraband discovered inside (or attempting to go inside) an SCDC correctional facility within the last three years, by type of contraband.
- SCDC is unable to provide information in the format requested; however, included is data available as related to attempts to introduce contraband into SCDC prisons via US Mail or other parcel delivery systems. The attached information identifies the category of contraband delivered and confiscated as well as the location to which the contraband was delivered.
44. Since police services is no longer conducting unannounced inspections of contraband control operations areas, how does SCDC ensure employees are following all policies related to contraband (e.g., storage, tracking, disposal, etc.)?³
- The Division of Security conducts institutional Security Audits. During the security audits, Section 8 of the security audit tool addresses "Contraband and Evidence." A thorough examination of the procedures, practices, and compliances is conducted. This examination includes contraband processing, contraband storage, contraband tracking, contraband disposal, etc.
45. What penalties (per policy and per regulation or statute) exist in other states for individuals who bring cell phones into prisons and for inmates who utilize cell phones?⁴
- SCDC will submit a survey through the Correctional Leaders Association and provide the findings once compiled. SCDC requested the survey be completed within three weeks.
46. Does state law prohibit consensual sexual activity between prison or detention staff and inmates? If so, what are the penalties? If not, does SCDC have any recommendations on the issue?
- Inmates and confined patients are not capable of providing consent for sexual intercourse or sexual contact with staff, volunteers, agents, contractors, or others as defined by S.C. Code Ann. Section 44-23-1150(A)(2). State law prohibits consensual sexual activity between inmates and prison or detention staff and others defined by statute and provides

³ "SCDC policy requires the contraband control operations areas of every facility to be inspected annually, and requires police services to conduct unannounced inspections of these areas at least once every three years. However, police services does not regularly conduct these inspections, and in 2017 requested that these requirements be removed." *A Limited Review of the S.C. Department of Corrections*, page 150, S.C. Legislative Audit Council (August 2019)

⁴ Programs, Rehabilitation, and Reentry Services presentation, slide 135.

criminal penalties as outlined below for violations. Specifically, S.C. Code Section 44-23-1150 makes it unlawful for an employee, volunteer, agent, or contractor of a public entity that has statutory or contractual responsibility for inmates or patients confined in a prison, jail, or mental health facility, as well as individuals who supervise inmate labor details outside of an institution or who have supervisory responsibility for offenders on parole, probation, or other community supervision programs, to engage in sexual misconduct with an inmate or patient confined in or lawfully or unlawfully absent from a jail, prison, or a mental health facility or who is on parole, probation or community supervision.

- When the sexual misconduct involves an act of sexual intercourse, the actor is guilty of felony sexual misconduct, first degree, and, upon conviction, must be imprisoned for not more than ten (10) years. S.C. Code Ann. § 44-23-1150 (C)(1). When the sexual misconduct does not involve sexual intercourse but involves other sexual contact which is engaged in for sexual gratification, the actor is guilty of felony sexual misconduct, second degree, and, upon conviction, must be imprisoned for not more than five (5) years. S.C. Code Ann. § 44-23-1150 (C)(2).

Detention Center Inspections

47. What does SCDC inspect when performing statutorily required inspections of detention and other facilities?⁵

- As directed by S.C. Code Ann. Section 24-9-20, inspections ". . . include all phases of operation, fire safety, and health and sanitation conditions at the respective facilities." More specifically, ". . . inspections of local confinement facilities . . . (are) based on standards established by the South Carolina Association of Counties and adopted by the Department of Corrections, and appropriate fire and health codes and regulations." The current edition of the Minimum Standards for Local Detention Facilities in South Carolina is used to determine whether facilities are compliant or non-compliant with expectations.

48. What are the pros and cons of requiring SCDC to inspect detention facilities and other facilities not maintained by SCDC? Does SCDC have any recommendations about this requirement in S.C. Code Section 24-9-20 should continue or be revised, in light of inspections performed by other entities like the Department of Health and Environmental Control?

- There is a recognized public safety need for inspections of facilities which detain or incarcerate people. To maintain consistency and independence, all such inspections should be conducted by the same qualified entity. Those inspections could presumably be performed by a different state agency. However, no fewer staff would be needed regardless of where that responsibility is placed. Furthermore, SCDC has more in common with these facilities and more relevant knowledge and experience related to their unique and specialized operations. The current statute recognizes the expertise of other agencies in their respective areas, such as food service regulations and fire codes, but vests the ultimate enforcement of all corrective action with SCDC. No changes to the Code of Laws are recommended.

49. How many additional personnel, and how much funding, is needed to ensure all local and state facilities, including holding cells, receive the required inspections?⁶

- When this area was fully staffed, there were seven (7) full time employees (FTE) who comprised the Inspections unit. Currently there is one Inspector in an FTE slot, one Inspector in a Temporary position who will be difficult to replace because this is not an FTE slot, and one vacant temporary position which remains difficult to fill with a qualified person due to restrictions on these type positions. Even existing staff have experienced health issues this year which further compounded our problems. Consequently, due to the urgency of the current situation, we will be restoring one FTE position which had in the past been part of inspections before it was transferred a few years ago to another area within the Agency. While this should enable us to achieve and maintain the status quo of how it has been necessary to operate for quite a while now, it will not allow for any significant improvement on the number of inspections being conducted. The actual need would then be for providing three (3) additional personnel with an estimated annual base salary funding of \$180,000.00. By comparison, this would bring the staffing complement to five (5) FTEs as compared to the seven (7) who once comprised the Inspections unit. Nevertheless, we are confident that the job can be done properly and effectively with those five (5) FTEs.

Audits

50. Please provide a list of the general categories which encompass the 525 items reviewed during regular security audits of an SCDC institution are included.

- Please see attached Security Audit List.

Agency Policies

51. What aspects of the management review program are not in operation? How many additional personnel, and how much funding, is needed to place the management review program in full operation?⁵

- When SCDC was no longer able to contract with the American Correctional Association (ACA) for accreditation audits in 2003 due to the State's budget crisis, an internal monitoring system known as the Management Review Program was implemented to replace it. Institutions began receiving comprehensive audits that same year. In 2004 annual follow-up reviews were added, so that a full audit was being done at each facility every three years with the follow-up reviews taking place both of the two intervening years. While there will be a need to update the Management Review Program based upon some changes which have taken place in organizational structure, priorities, and emphases, the protocol previously in place included "all major functional subject areas which are directly or indirectly involved in the operation, administration, programming, and/or maintenance of correctional institutions." These were broken down into eighteen (18) Programs identified as: Human Resources, Budget and Finance, Resource and Information Management, Support Services, Safety and Environmental Health, Inmate

⁵ In response to the Legislative Audit Council audit finding related to SCDC not having adequate internal controls to detect contraband before it enters its institutions, SCDC states it is "anticipated that the full Management Review Program can be underway again by this time next year if funding for the necessary employees is forthcoming." Legal and Compliance presentation, slide 107.

Services, Education, Classification, Facilities Management, Investigations, Staff Training, Health Services, Legal Access and Inmate Grievances, Security, Prison Industries, Transportation, Discipline/Operations, and Youthful Offender. Performing these audits as originally designed was staff intensive and required considerable time from central office staff in addition to their existing responsibilities. When SCDC experienced further budget challenges, the audit schedule was interrupted and even suspended on several occasions, especially when it became necessary for employees to take mandatory furlough days without pay. The Management Review Program ended completely in 2011. SCDC resumed conducting only the Security Audits in October 2018 and has continued doing them for the past year. This means that none of the other aspects have been reactivated. A thorough and effective Management Review Program which is less demanding on staff who already have other important duties to carry out can be implemented again upon authorization for two (2) FTEs with an estimated annual base salary funding of \$130,000.00.

52. Who within SCDC is responsible for tracking whether employees, from wardens to cadets, are following agency policies?

- All supervisors and managers are responsible for having their employees follow Agency policies. There is also a Responsible Authority for each policy in place. However, that individual is primarily responsible for determining what should and should not be done in an area or circumstance, and for incorporating that information into a policy for reference by everyone else. The Management Review Program was developed specifically to determine whether employees are following those policies. Along with the eighteen (18) Programs previously identified within the Management Review policy, there was a requirement stating that, "A checklist will be created for each functional subject area as a means of measuring whether there is compliance with policies, procedures, and expected practices. Each checklist should be clearly worded, easily understood, and thoroughly inclusive of the respective subject area." These checklists were used by audit team members to document compliance/noncompliance during Management Review site visits. There is no comprehensive alternative in place at present as a substitute for the Management Review Program to track whether employees are following Agency policies. See also Legal and Compliance slides 70, 130 – 132, 144 and 147.

53. Please provide a list of all agency policies and forms, with a brief summary of what each cover and the date it was last revised. If there are any policies or forms the agency anticipates revising in the near future (e.g., policies or forms related to classification system, etc.), please indicate the agency anticipates revising it and reason for impending revisions.

- For a complete list of agency forms, please see the document attached. Additionally, all unrestricted policies are available online for your review. A list of the current policies is also attached.
- Every policy is reviewed annually by the divisions or responsible areas of the agency for revision, deletion, or to determine the need for new policy. Revisions and new policies may also be created at any time by the responsible areas. Regarding creation, revision or deletion of policy or forms, the Office of Policy Development only becomes aware of policy and/or form creation/revision/deletion when it receives the document(s), or when

Policy Development staff are invited to meetings pertaining to proposed policies or forms. The Office of Policy Development will assist as set forth in the answer to Question # 54 and as outlined in Legal and Compliance slides 41 – 42.

Impending policy revisions:

- PS – 10.08 Inmate Correspondence Privileges
- GA – 01.08 Military Selective Service and Gun Control Acts
 - This policy is being revised to ensure that the language is consistent with the applicable law.
- POL – 23.29 Security Threat Groups
 - This policy is being revised to encompass the upcoming changes to the Classification system and the addition of the Statewide STG coordinator position with the Division of Security.
- OP – 22.38 RHU Policy
 - This policy will also incorporate OP-22.38A
 - This policy is being revised to ensure issues identified by the mental health implementation panel are incorporated and that national best practices are also added to the policy.
- ADM – 11.09 Uniformed Personnel Grooming and Attire Standards
 - This policy is being revised to incorporate the requirements of wearing the new uniform.
- OP – 22.02 Tool Control
 - This policy is being revised to incorporate recommendations from previous NIC security audits, ASCA audit, and other national best practices.

Policies and forms currently being reviewed:

- OP-21.04 Inmate Classification Plan
 - RESTRICTED Policy OP-22.22 Emergency Action Center (EAC)
 - OP-22.09 Inmate Visitation
 - PS-10.05 Inmate Religion
 - OP-22.40 Holding Cells
 - GA-06.08 Inmates and Americans With Disabilities Act (ADA)
 - OP-22.53 Inmate Tablets and Kiosks
 - OP-22.35 Contraband Control
 - OP-21.11 Loss of Statutory Good Time
 - OP-22.03 Authorized Inmate Property and Disposition of Unauthorized Property
 - RESTRICTED Policy POL-23.03 Police Services Escape Protocol
 - GA-02.04 Freedom of Information Act
 - RESTRICTED Policy OP-22.18 Escapes
 - ADM-11.09 Uniformed Personnel Grooming and Attire
 - OP-22.42 Security of Broad River Complex Area (Bert Drive and Non-Institutional Areas)
 - 27-23, Verification of Dependents
 - 18-11, Request for Jail Time
-

- 19-125, Outside Work Detail
- 27-68, Certificate of Outside Labor Crew/Work Program Supervisor Orientation and Education
- 19-100, Interstate Corrections Compact Application
- 9-5, Release of Information to Attorney/Representative
- 27-4, Work Program Agreement

New/Not Official Policies:

- GA-03.04 Zero Tolerance
- GA-03.03 Inmate Drug Testing/Screening Program
- GA-02.03 Public Awareness Programs
- GA-06.06 Continuous Quality Improvement Review
- GA-06.10 HIPAA Administrative, Technical and Physical Safeguards
- HS-19.17 Certified Peer Support Specialist (CPSS)
- PS-08.05 Vocational Education
- PS-10.03 Inmate Representative Committees
- PS-10.10 Hospice and Palliative Service Program
- PS-10.23 Self-Paced In-Class Education (SPICE) Program

54. Other than sending an email with the list of policies for a division to review each month, and reviewing suggested changes it receives in response, what else, if anything, does the agency do to review policies? Does the Office of Policy Development meet with those implementing the policy to explain what the Office of Policy Development's interpretation of the policy is to ensure that is how it is being interpreted by those implementing it, and, if not, make changes to ensure interpretation and implementation match?

- The Office of Policy Development will attend any meeting(s) when invited. When the Office of Policy Development receives new and/or revised policies, Policy Development staff format the drafts and includes any questions/clarification needed. The Office of Policy Development reviews new policy or revisions to ensure the content is grammatically sound, does not conflict with existing policy, and contains cross references to other applicable policies where appropriate. In addition, a copy of the draft is forwarded to an attorney within SCDC for review for State/Federal Statutes, and other legal issues. The draft is also forwarded to the Division Director, Compliance, Standards, and Inspections for review and input on ACA/CAC Standards. Under normal circumstances, once the responsible authority and Policy Development staff are satisfied that the policy is ready for statewide review, the draft is disseminated for statewide review. Please note that if there are time constraints, or other circumstances requiring that a policy be processed immediately, the Agency Director can make an exception to the statewide review process. Interpretation of policy intent is a matter for the expertise and supervision of the responsible authority. It should be noted that a policy may not be created, deleted, or revised without the action or permission of the responsible authority.

North Carolina Programs

55. Please explain if South Carolina has an inmate medical cost management plan, similar to the North Carolina Sheriffs' Association Inmate Medical Cost Management Plan and, if not, why not and whether it would be beneficial.

- SCDC does have an inmate medical cost management plan in place similar to the North Carolina plan. Since 2003, by order of the then Governor, all claims for hospital services provided for SCDC inmates are sent to Blue Cross/Blue Shield of South Carolina, who process and reprice the claims according to the payment rates negotiated for the state employees' health insurance program. The rates negotiated are referenced to Medicare payment methodologies and provide SCDC with deep discounts for hospital claims.
- For other health care claims, such as physicians' billing, SCDC also pays based on Medicare rates we have negotiated ourselves and we obtain deep discounts from billed charges.

56. Please communicate with the North Carolina Sheriffs' Association to determine the type of data needed, to determine if South Carolina could gain the potential benefits North Carolina has seen from its Statewide Misdemeanant Confinement Program. Please state how long it would take to gather that data in South Carolina.

- The two primary data points that would need to be determined would be the average number of beds available for use by the program per day in the local facilities and the average number of daily beds needed to house those eligible for participation in the program. The North Carolina Sentencing and Policy Advisory Committee was tasked by the NC state legislature during the 2018 session to produce a NC Statewide Misdemeanant Confinement Program Capacity Projection by February 15, 2019. The committee staff consisted of an executive director, staff attorney, research director, five research associates, and an administrative secretary. They issued the report on the required date, which was approximately 8 months after the legislation passed (NC Senate Bill 99 / SL 2018-5 - 6/12/2018).

Automated Request to Staff Member System (ARTSM)

57. Please provide the complete terms and conditions to which an inmate must agree before the inmate can submit a request in the automated request to staff member (ARTSM) kiosk.

- SCDOC Terms and Conditions for Requests
 - The South Carolina Department of Corrections Request to Staff Member (RTSM) system prohibits requests with inappropriate content and abuse of this system will result in suspension or permanent revocation of access to the system. Examples of inappropriate / prohibited content and activities include, without limitation, the following:
 - Language that is obscene, sexually explicit, offensive, hateful, inflammatory, or defamatory of any person.
 - Material that promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, etc.
 - Using the RTSM system in order to harass, abuse or harm another person.

- Attempting to impersonate another user or person; or using the user I.D. or account of another user.
- Attempting to circumvent institutional security procedures by use of the system or any information obtained using the system.
- By sending this message, I acknowledge and agree
 - That use of the RTSM system is a privilege and not a right, and that this privilege may be suspended or permanently revoked at any time at the sole discretion of the South Carolina Department of Corrections.
 - That there is no expectation of privacy with regard to the RTSM system and that the messages and their contents may be used as evidence in criminal and/or disciplinary proceedings.
 - That all decisions regarding access to the RTSM system are final and there will be no appeals.
 - Only one issue may be raised in each request.
 - The RTSM system is only for non-emergency requests. Emergency issues must be raised directly to appropriate staff of by utilizing the *22 telephone system.
 - Any requests for medical care or any requests based upon immediate threats to health, safety, or security should be made to the appropriate personnel and NOT through the RTSM system.
 - The RTSM has a text limitation. Only one RTSM will be accepted for each issue, and duplicate requests will be rejected.
 - Responses to an RTSM may be made at any time within 45 days of the submission of the request.
- Do you agree to the above terms and conditions?

58. Please provide reports that include the ARTSM information below, as well as the most recent version of any other reports related to ARTSM that the agency regularly reviews.

- a. Division and position responsible for responding to requests, by request type;
 - b. Average response time for each month during the last 12 months, by request type;
 - c. Number of requests responded to within 45 days during the last 12 months, by request type;
 - d. Number of requests over 45 days old that are not yet responded to during the last 12 months, by request type;
- Please note the following reports that can be generated through the ARTSM Reports Menu. The reports names are as follows: Inmate Request Statistics, Inmate Request Statistics with Date Range, Inmate Request Statistics with Date Range and Location, Inmate Request Audit Trail, Inmate Request Search, Inmate Request Search by Date, Inmate Request Statistics, Inmate Request Statistics by Date, Inmate Requests Assigned To, Inmate Requests Requiring Response, Inmate Requests Requiring Response by Location.
 - Attached is an example of the Inmate Request Statistics, Inmate Request Search, Inmate Requests Requiring Response.
 - Please advise which reports you would like generated and redacted for your review.

Formal Grievances

59. Please provide the number of grievances for each of the last three fiscal years, by type of grievance.

- Please see attached SCDC Inmate Grievances by Grievance Issue and Submission Year.
- 2016
 - Step 1 – 10,841
 - Step 2 – 2,322
 - ALC – 888
- 2017
 - Step 1 – 9,764
 - Step 2 – 2,183
 - ALC – 629
- 2018
 - Step 1 – 11,003
 - Step 2 – 2,388
 - ALC – 630

60. Please provide the timeline of events, and number of days between each, once an inmate files an appeal with the administrative law court.

- Step 1 - A Step 1 Grievance filed by an inmate at a correctional institution is processed within forty-five (45) days of the inmate's filing. This time can be extended when the institution is on lockdown status; when the grievance is referred to the Division of Police Services for investigation; when the grievance is referred to the PREA Compliance Manager for investigation, when the grievance is referred to the ADA Coordinator for an assessment of reasonable accommodation as required by law and when other conditions may warrant a delay in serving an inmate.
- Step 2 – A Step 2 Grievance appealed by an inmate from the results of a Step 1 Grievance is processed within ninety (90) days of the Inmate Grievance Branch receiving the Step 1 Grievance from the Inmate Grievance Coordinator. The Inmate Grievance Coordinator must process the appeal and forward the same to the Inmate Grievance Branch within five (5) calendar days of the inmate filing an appeal through the Step 2 Grievance. Upon receipt of the Step 2 Grievance appeal from the Inmate Grievance Coordinator, the Inmate Grievance Branch will process the Step 2 Grievance appeal, which is the agency's final decision, serve the inmate with a Step 2 Decision and provide two copies of the SC Administrative Law Court Notice of Appeal form within ninety (90) days of receipt of the Step 2 Grievance appeal.
- Upon receipt of SCDC's final agency decision, which comes in the form of the answered Step Two Grievance, the inmate has 30 days to file a Notice of Appeal with the Administrative Law Court (ALC). SCALCR, Rule 59. The Court has prescribed a form to be used for this purpose which is provided to inmates along with their answered Step Two Grievance.

- The Court then assigns the case a docket number and provides that number to all parties. As a matter of practice, SCDC generally receives groups of several cases which have all been assigned on the same date.
- Once SCDC has received notice of a case's assignment, SCDC has 70 days from the date of that assignment to file the Record. SCALCR, Rule 60(A). The inmate Appellant has 90 days from the date of assignment to file Appellant's Brief. *Id.* SCDC has 110 days from the date of assignment to file Respondent's Brief. *Id.* The inmate may, but is not required, to file a Reply Brief within 120 days of the date of assignment. *Id.*
- Motions to Dismiss can be filed at any time. Replies to motions must be filed within ten days of the filing of the motion. SCALCR, Rule 63. If SCDC files a Motion to Dismiss prior to the due date for the Record, the time for filing the Record is stayed until the motion is resolved. SCALCR, Rule 59.
- Final Orders of the Administrative Law Court in these types of cases can be appealed directly to the South Carolina Court of Appeals. S.C. Code Ann. § 1-23-380. This appeal must be made within 30 days of the receipt of the final Order of the ALC. SCALCR, Rule 203(b)(6).
- **Notes on computation of time:** The date of the event from which the deadline is being measured is not counted. SCALCR, Rule 52. When the period of time being measured is less than seven days, weekends and holidays are not counted. *Id.* The end date is generally included unless it falls on a weekend or holiday in which case the period will run until the next day which is not a weekend or holiday. *Id.* Inmate's filings are considered filed on the date they deliver them to the mailroom at their institution. SCALCR, Rule 53(A).

Inmate Mail

61. How much did SCDC spend on pre-stamped envelopes (separate from postage on indigent inmate's legal mail) for inmates in each fiscal year 2016 through 2019.

Canteen Available via Purchase

- \$112,120.00 FY 2016-2017
- \$114,360.00 FY 2017-2018
- \$62,280.00 FY 2018-2019

Commissary Issued

- Inmates who are indigent receive a hygiene pack each month which includes, among other things, one pencil, eight sheets of paper, and two envelopes. Each pencil costs SCDC \$0.08. Each sheet of paper costs SCDC \$0.006364. Each envelope costs SCDC \$0.01. Thus, the cost to SCDC for these three items in each indigent hygiene pack is \$0.150912. If inmates choose to use these envelopes to send legal mail, SCDC will provide postage. Inmates must have postage applied to these envelopes at the mailroom. The cost of postage applied to these envelopes for legal mail sent by indigent inmates is included in the amounts spent on legal postage for indigent inmates included in the note on slide 52.
- If indigent inmates have used both of the envelopes they received in their monthly pack, SCDC will issue them additional envelopes for legal mail. SCDC will also issue indigent inmates additional paper and pencils for legal work if they have used what they received in their monthly pack. Unlike the monthly hygiene packs, a debt will be entered on the

inmate's account for these additional supplies. A debt is also entered on the indigent inmate's account for any postage applied to legal mail, whether it is applied to one of the envelopes received in the monthly hygiene pack or to an additional envelope received specifically for the purpose of sending legal mail.

- Fiscal Year 2016-2017: 87,338 indigent hygiene packs were issued at a cost of \$13,180.35 to SCDC for the three items discussed here.
- Fiscal Year 2017-2018: 77,331 indigent hygiene packs were issued at a cost of \$11,670.17 to SCDC for the three items discussed here.
- Fiscal Year 2018-2019: 70,679 indigent hygiene packs were issued at a cost of \$10,666.31 to SCDC for the three items discussed here.
- **A note on indigence:** An inmate is considered to be indigent if, on the date of calculation, the beginning balance of their E.H. Cooper account plus any deposits received in the previous 30-day period is less than the cost of a 30-day supply of hygiene items. Based on the current cost of hygiene items this is \$6.43. The Division of Resource and Information Management determines which inmates are indigent on a weekly basis and includes this information on the weekly Dorm Report. Staff who issue supplies or provide services that vary in provision or documentation based on indigency use this Dorm Report to find whether an inmate is indigent so that they can perform their duties accordingly. In addition to the writing supplies discussed above, each pack contains actual hygiene items like soap, shampoo, toothpaste, a toothbrush, deodorant, and razors. The total cost to the Agency for each pack is \$1.73 for male inmates and \$2.03 for female inmates. See SCDC Policies ADM-15.13 Inmate Pay & ADM-15.01 Repayment of Costs by Inmates.

Freedom of Information Act (FOIA) Requests and Records Management

62. For each fiscal year 2016 through 2019, please provide the following related to FOIA requests:

(a) amount SCDC spent (material and employee time) to process and respond; (b) amount SCDC received (e.g., per hour research, copy costs, etc.); and (c) number of requests.

- (a) SCDC does not track every single FOIA expense for every request. We track only for what is billed. Additionally, records that can be gathered and produced in electronic format without ever having to be converted to hardcopy do not generate any copying costs. Thus, SCDC has no way of answering part (a) of this question. However, FOIA takes up so much staff time and energy that the Office of General Counsel has created a new full-time position. This new administrative position will handle all administrative duties related to FOIA including tracking requests, gathering records, redacting records, corresponding with requestors, and providing responsive records. They will also handle requests for records that fall outside the scope of FOIA, such as subpoena and HIPAA releases for medical records, but it is anticipated they will spend at least 75% of their time on FOIA requests alone. The new Administrative Coordinator started on October 17, 2019. Additionally, the attorney in the office with primary responsibility for FOIA determinations spends approximately 20% of their time on this task. Those percentages of their respective salaries total \$39,759.55 per year.
- 2016
 - (b) We received \$220.29 for FOIA.

- (c) We did not begin logging our FOIA requests until May of 2017. We do not have this data for 2016.
- 2017
 - (b) We received \$152.00 for FOIA.
 - (c) We did not begin logging our FOIA requests until May of 2017. We received 242 requests between May 17, 2017 and December 31, 2017.
- 2018
 - (b) We received \$1,648.58 for FOIA.
 - (c) We received 345 FOIA requests in 2018.
- 2019
 - (b) We received \$1,876.93.
 - (c) We received 323 FOIA requests between January 1, 2019 and October 9, 2019.

63. Is the agency current with sending all applicable files from its facilities to the Department of Archives and History for archiving?

- All Executive Office files that are required to be transferred to the Department of Archives and History were transferred on January 1, 2019. This task is completed every three years in accordance with General Retention Schedules.

Law Recommendations

64. Please provide specific wording SCDC would suggest for law recommendations included in the legal and compliance presentation (e.g., slide 36-amend S.C. Code Section 24-27-200, etc. seq.; slide 57-amend FOIA; slide 116-provisions in state law related to federal prison rape elimination act), if SCDC did not provide this information in its Program Evaluation Report. Also, please be prepared to present, and discuss in further details, these and other SCDC law recommendations, after SCDC presents information on its administration unit.

- **SCDC recommends editing SC Code § 24-27-200 as follows and adding a SC Code § 24-27-230 and SC Code § 24-27-240 as shown. There are no recommended changes to the language of SC Code § 24-27-210 or SC Code § 24-27-220 so that language has been omitted.**

ARTICLE 2

Loss of Earned Release Credits Suits by Prisoners

SECTION 24-27-200. Forfeiture of work, education, or good conduct credits.

A prisoner shall forfeit all or part of his earned work, education, or good conduct credits in an amount to be determined by the Department of Corrections upon recommendation of the court if the court finds that the prisoner has done any of the following in a case pertaining to his incarceration or apprehension filed by him in state or federal court or in an administrative proceeding while incarcerated:

(1) submitted a malicious or frivolous claim, fails to state a claim upon which relief can be granted, seeks monetary relief from a defendant who is immune from such relief, or one that is intended solely to harass the party filed against;

- (2) testified falsely or otherwise presented false evidence or information to the court;
- (3) unreasonably expanded or delayed a proceeding; or
- (4) abused the discovery process.

The court may make such findings on its own motion, on motion of counsel for the defendant, or on motion of the Attorney General, who is authorized to appear in the proceeding, if he elects, in order to move for the findings in a case in which the State or any public entity or official is a defendant.

SECTION 24-27-230. Limitations on Proceeding without Payment of Fees.

(1) In no event shall any Court of this state allow a prisoner to bring a civil action or appeal a judgment in a civil action or proceeding without full prepayment of fees or security therefor, where the prisoner has, on 3 or more prior occasions, while incarcerated or detained in any facility, brought an action or appeal in a court of this state that was dismissed pursuant to 24-27-200, unless the prisoner is under imminent danger of serious physical injury.

(2) Where a prisoner has had an action or appeal in a court of this state dismissed pursuant to 24-27-200 on at least 3 prior occasions but is in imminent danger of serious physical injury, the prisoner must file, at the time they initiate their action, an affidavit detailing the circumstances which place them in imminent danger of serious physical injury and any other supporting documentation available. After reviewing this affidavit and other supporting documentation, the court must issue an order affirming that the action or appeal filed falls within this exception before the prisoner can be allowed to proceed without full prepayment of fees or security therefor.

(3) While it is preferable, Orders dismissing a case pursuant to 24-27-200 need not expressly state that they are being dismissed pursuant to that statute. Language which makes clear that the case was one of the nature contemplated in 24-27-200 will be sufficient for that dismissal to constitute a dismissal pursuant to that section.

SECTION 24-27-240. Administrative Remedies Exhaustion Requirement.

(1) Where the Administrative Law Court has jurisdiction to review a prisoner's claim pursuant to the Administrative Procedures Act codified in Title 1, Chapter 23, Article 3 of the South Carolina Code of Laws, review pursuant to that Act is the sole remedy for that claim available under South Carolina Law.

(2) A prisoner must exhaust all available administrative remedies prior to bringing an action in any court of this state where a prisoner's claim
(b) is regarding conditions in a jail, prison, or other place where they are incarcerated or are being held in custody prior to trial or sentencing and
(a) cannot be reviewed by the Administrative Law Court pursuant to the Administrative Procedures Act.

Failure to do so will be grounds for dismissal of the action. The court may dismiss an action on this basis on its own motion or on the motion of any party.

- **SCDC recommends editing SC Code §30-4-30(C) as follows and adding a section (D) as indicated:**

(C) Each public body, upon written request for records made under this chapter, shall within ten days (excepting Saturdays, Sundays, and legal public holidays) of the receipt of the request, notify the person making the request of its determination and the reasons for it; provided, however, that if the record is more than twenty-four months old at the date the request is made, the public body has twenty days (excepting Saturdays, Sundays, and legal public holidays) of the receipt to make this notification. This determination must constitute the final opinion of the public body as to the public availability of the requested public record, however, the determination is not required to include a final decision or express an opinion as to whether specific portions of the documents or information may be subject to redaction according to exemptions provided for by Section 30-4-40 or other state or federal laws. If the request is granted, the record must be furnished or made available for inspection or copying no later than thirty calendar days from the date on which the final determination was provided, unless the records are more than twenty-four months old, in which case the public body has no later than thirty-five calendar days from the date on which the final determination was provided. If a deposit as provided in subsection (B) is required by the public body, the record must be furnished or made available for inspection or copying no later than thirty calendar days from the date on which the deposit is received, unless the records are more than twenty-four months old, in which case the public body has no later than thirty-five calendar days from the date on which the deposit was received to fulfill the request. The full amount of the total cost must be paid at the time of the production of the request. If written notification of the determination of the public body as to the availability of the requested public record is neither mailed, electronically transmitted, nor personally delivered to the person requesting the document within the time set forth by this section, the request must be considered approved as to nonexempt records or information. Exemptions from disclosure as set forth in Section 30-4-40 or by other state or federal laws are not waived by the public body's failure to respond as set forth in this subsection. ~~The various response, determination, and production deadlines provided by this subsection are subject to extension by written mutual agreement of the public body and the requesting party at issue, and this agreement shall not be unreasonably withheld.~~

(D) The various response, determination, and production deadlines provided by this subsection are subject to extension by written mutual agreement of the public body and the requesting party at issue. This agreement shall not be unreasonably withheld. Additionally, where a public body believes a request to be burdensome, overly broad, vague, repetitive, or otherwise improper, the public body may make a good faith request that the requesting party clarify, narrow, or otherwise modify their request such that the public body can reasonably respond. Requesting parties shall not unreasonably refuse to make such modifications. When a public body makes a

request for modification or clarification under this section, the request will, for the purpose of calculating response, determination, and production deadlines, be considered received by the public body on the date on which the public body receives clarification or modification such that the request becomes one to which the public body can reasonably respond.

- **SCDC recommends editing SC Code §30-4-110 as follows:**

(A) A public body may file a request for hearing with the circuit court to seek relief from unduly burdensome, overly broad, vague, repetitive, or otherwise improper requests, or where it has received a request but it is unable to make a good faith determination as to whether the information is exempt from disclosure. A public body may, as a defense to an action filed against it pursuant to SC Code § 30-4-100, assert that the request in question is unduly burdensome, overly broad, vague, repetitive, otherwise improper, or of a nature which renders the public body unable to make a good faith determination as to whether the information is exempt from disclosure.

(B) If a request for disclosure may result in the release of records or information exempt from disclosure under Section 30-4-40(a)(1), (2), (4), (5), (9), (14), (15), or (19), a person or entity with a specific interest in the underlying records or information shall have the right to request a hearing with the court or to intervene in an action previously filed.

(C) If a person or entity, including a public body, seeking relief under this section prevails, the court may order:

(1) equitable relief as he considers appropriate;

(2) actual or compensatory damages; or

(3) reasonable attorney's fees and other costs of litigation specific to the request, unless there is a finding of good faith. The finding of good faith is a bar to the award of attorney's fees and costs.

(D) If a court determines that records are not subject to disclosure, the determination constitutes a finding of good faith on the part of the public body or public official, and acts as a complete bar against the award of attorney's fees or other costs to the prevailing party should the court's determination be reversed on appeal.

(E) If the person or entity, including a public body, prevails in part, he may be awarded reasonable attorney's fees or other costs of litigation specific to the request, or an appropriate portion thereof, unless otherwise barred.

(F) If the court finds that the public body has arbitrarily and capriciously violated the provisions of this chapter by refusal or delay in disclosing or providing copies of a public record, it may, in addition to actual or compensatory damages or equitable relief, impose a civil fine of five hundred dollars.

(G) If the court finds that the person or entity who made the request did any of the following, it may, in addition to actual or compensatory damages or equitable relief, impose a civil fine of five hundred dollars:

(1) submitted a request which they knew or should have known was unduly burdensome, overly broad, vague, repetitive, otherwise improper, or of a nature

which renders the public body unable to make a good faith determination as to whether the information is exempt from disclosure;

(2) unreasonably refused to narrow or otherwise modify a request after being asked to do so by the public body pursuant to SC Code § 30-4-30(D);

(3) unreasonably refused to extend the response, determination, and production deadlines after being asked to do so by the public body pursuant to SC Code § 30-4-30(D).

65. How many copies of an inmate's brief would SCDC recommend be required in the Court of Appeals? How much would SCDC have saved (e.g., materials and employee time) over the last three years if inmates were only required to file the number of briefs SCDC recommends?

- It is difficult to calculate exactly how much money and time this would save the Agency. We do not keep track of the type of case, or stage in that case, for which an inmate needs photocopies, so it is impossible to track what portion of inmate photocopying costs are related to cases of this specific type. SCDC had approximately 62 Court of Appeals cases, in which SCDC was a party, reach the final briefing stage in the past 3 years. Additionally, SCDC has approximately 28 Court of Appeals cases, in which SCDC is a party, which are still open and have not yet reached this phase. This does not include Court of Appeals cases involving an inmate in which SCDC is not a party, though the Agency would still bear the copying costs for indigent inmates in these cases. In addition to the cost of supplies and staff time to make photocopies, staff spend a significant amount of time responding to inmate correspondence regarding photocopies. See information regarding the number of Request to Staff Member responsive to related searches at the end of the Agency's answer to question 66.
- SCDC communicated with the South Carolina Court of Appeals and resolved the issue related to copies of inmate appellate court briefs such that only one copy will be required for filing upon request. This was implemented due to the House Legislative Oversight process.

66. Are there changes to any other court rules that, if made only for inmates, would save SCDC money? If so, please explain and include the potential savings for SCDC.

- SCDC recommends that all court rules which require a party to file multiple copies of any filing be modified to require incarcerated parties to file only one copy.
- Additionally, relatively short filing deadlines and other litigation timeframes are difficult to manage in the prison context. Deadlines that run from the date of service of a previous filing are often cut down substantially as a practical matter for inmates as they receive the previous filing later than a community member would have. Mail delivered to institutions by USPS must go through additional screenings at SCDC. The volume of mail is incredibly high, so these screenings take time. Additionally, the mail must then either be delivered to the inmate in their unit or the inmate must get to the mailroom to pick up their mail. Screening and delivering a piece of mail to an inmate can take a few days. Those are a few days to work on a response that someone in the community would have had but that an inmate does not. When working with 10 or 15 - day deadlines, 2 or 3 days matters.

- SCDC has a constitutional obligation to accommodate an inmate's right to access the courts. Some important aspects of that accommodation are time in the law library, photocopies, notary services, and mail. The staff who provide these services also have many other duties. When inmates have short timeframes to prepare filings, staff often must disrupt the normal institutional schedule to provide these services. Additionally, inmates send large volumes of Requests to Staff Member on this issue. Inmates feel that they must barrage staff with requests in order to meet their deadlines. Answering these requests is also very time consuming for staff. If inmates had a reasonable amount of time to prepare filings, one that actually took their unique circumstances into consideration, demands for these services on short notice would decrease which would allow staff to actually stick to the schedules they have established. Maintaining a schedule and routine provides order and consistency for staff and inmates. It would also decrease the numbers of Request to Staff Member filed on this issue which would free up staff to actually provide the services.
- It is hard to quantify the benefit this type of change would bring to the Agency. However, staff are currently fighting an uphill battle to fulfill the Agency's obligation to provide inmates with these services while simultaneously fighting another uphill battle to respond to a rising tide of inmate complaints. This type of change would make their jobs a lot easier, make them more productive employees, increase job satisfaction without costing anyone anything.
- In order to give you an idea of the volume of requests in this area staff deal with, we ran the below searches of SCDC's Automated Request to Staff System for requests, both open and closed, entered between January 1, 2016 and October 21, 2019. It is also important to keep in mind that these Requests capture only a portion of the actual requests for these types of services as notary services, photocopies, additional legal supplies, and legal postage can be requested verbally from the appropriate staff without a Request to Staff Member having been completed.

Search	# of responsive requests
Keyword Search for "copy"	29,387
Keyword Search for "legal copy"	766
Keyword Search for "photo copy"	225
Keyword Search for "photo copy"	165
All in Request Type Legal	7,424
All in Request Type Legal Materials	5,985
All in Request Type Law Library	33,543
All in Request Type Mail	46,767
All in Request Type Notary Services	5,149
Keyword Search for "cop" in Request Type Legal	504
Keyword Search for "cop" in Request Type Legal Materials	406
Keyword Search for "cop" in Request Type Law Library	2,338
Keyword Search for "cop" in Request Type Mail	3,048

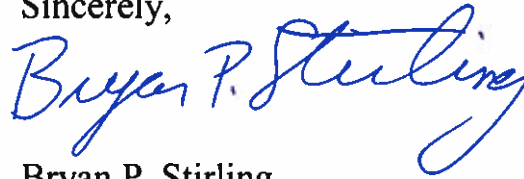
Administration Unit Presentation

Please include the information below in the agency's Administration unit presentation.

- This information will be included in the Deputy Director for Administration's presentation.
- The number of employees that have participated in the critical incident stress management program, by year and facility, for each of the last three years.
- Explanation of the role of the Office of Employee Relations.
- The following in an Excel chart that includes organizational unit (e.g., health services), division within the unit (e.g., nursing services management, primary care clinical providers, pharmacy, dental, etc.), facility, and position, and prioritize the order by immediacy of need:
 - a. brief summary of responsibilities;
 - b. historical data including the following for each of the last three years:
 - number of full time equivalent positions available;
 - number filled
 - funding available for personnel;
 - funding spent;
 - turnover rate;
 - potential risks if all positions are not filled, including, but not limited to safety of inmates, safety of staff, impact on recidivism, and lawsuits;
 - potential reasons all positions were not filled, if applicable;
 - c. future data including:
 - number of additional personnel needed;
 - number of additional full time equivalent position authorizations needed;
 - funding needed to fill one position;
 - funding needed to fill all needed positions;
 - potential risks if all positions are not filled, including, but not limited to safety of inmates, safety of staff, impact on recidivism, and lawsuits;
- The following information for the Lee, Evans, and Lieber Correctional Institutions:
 - a. current number of staff by position category and number needed to be at full capacity;
 - b. for each of the last twelve months, by position category and month, number of employees at the start of the month, at the end of the month, and that left during the month;
 - c. explanation of whether overtime is mandatory for any positions;
 - d. explanation of whether there are any parameters on the amount of overtime employees are allowed to work as a means of helping ensure employees do not work too many consecutive hours and have sufficient rest between shifts; and
 - e. explanation of any agency efforts to retain employees.

Please do not hesitate to contact me should you require additional information of if you have further questions. Thank you.

Sincerely,



Bryan P. Stirling

cc: The Honorable Wm. Weston J. Newton
The Honorable Micajah P. "Micah" Caskey, IV
The Honorable Gary E. Clary
The Honorable Chandra E. Dillard
The Honorable Joseph H. Jefferson, Jr.
The Honorable Jeffrey E. "Jeff" Johnson
The Honorable Robert Q. Williams

Veterans Programs – Impact of Incarceration

Included in the Department of Corrections' (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's October 8, 2019, letter to the Department of Corrections: "1. In regards to veterans' rights, which, if any, continue while a veteran is incarcerated and post-incarceration? Does SCDC have any recommendations on this topic and, if so, what is the basis for the recommendation? "

In regards to veterans' rights, which, if any, continue while a veteran is incarcerated and post-incarceration? Does SCDC have any recommendations on this topic and, if so, what is the basis for the recommendation?

Please see 38 CFR §21.276 – Incarcerated Veterans, and the M28R (Vocational Rehabilitation and Employment Service Manual) Part V, Section D, Chapter 3.

The Veteran's Administration (VA) can pay certain benefits to Veterans who are incarcerated in a Federal, State, or local penal institution; however, the amount that will be paid depends on the type of benefit and reason for incarceration. This fact sheet provides information about the benefits most commonly affected by imprisonment:

- VA disability compensation payments are reduced if a veteran is convicted of a felony and imprisoned for more than 60 days. Veterans rated 20 percent, or more are limited to the 10 percent disability rate. For a veteran whose disability rating is 10 percent, the payment is reduced by one-half. Once a veteran is released from prison, compensation payments may be reinstated based upon the severity of the service connected disability(ies) at that time. Payments are not reduced for recipients participating in work release programs, residing in halfway houses (also known as "residential re-entry centers"), or under community control. The amount of any increased compensation awarded to an incarcerated veteran that results from other than a statutory rate increase may be subject to reduction due to incarceration. Compensation benefits are not reduced if imprisoned for a misdemeanor.
- If imprisoned in a federal, state, or local penal institution as the result of conviction of a felony or misdemeanor, the pension payment will be discontinued effective on the 61st day of imprisonment following conviction. Failure to notify the VA of a veteran's incarceration could result in the loss of all financial benefits until the overpayment is recovered.
- All or part of the compensation not paid to an incarcerated veteran may be apportioned to the veteran's spouse, child or children, and dependent parents on the basis of individual need. In determining individual need, consideration shall be given to such factors as the claimant's income and living expenses, the amount of compensation available to be apportioned, the needs and living expenses of other claimants as well as any special needs, if any, of all claimants.
- Incarcerated veterans do not forfeit their eligibility for medical care; however, current regulations restrict the VA from providing hospital and outpatient care to an incarcerated veteran who is an inmate in an institution of another government agency when that agency has a duty to give the care or services.
- The VA may provide care once the veteran has been unconditionally released from the penal institution. Veterans may inform the VA to have their benefits resumed within 30 days or less of their anticipated release date based on evidence from a parole board or other official prison source showing the veteran's scheduled release date.
- The award for compensation or pension benefits shall be resumed the date of release from incarceration if the VA receives notice of release within one year following release. Depending on the type of disability, the VA may schedule the offender for a medical examination to see if his/her disability has improved. Generally, the reentry case manager sets this up during the discharge planning phase.

Recommendation:

Due to the complexity, time constraints, and obstacles that are associated with completing federal or state applications for returning citizens, the process can be intimidating. Increased barriers, such as obtaining necessary documentation, also increases the probability of incomplete applications. SCDC recommends that qualified discharge planners are allowed to continue assisting in filing applications, which will help streamline the process and ensure paperwork is completed prior to release. This process will promote positive reintegration back into society.

Federal Programs for Individuals – Impact of Incarceration

Included in the Department of Corrections' (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's October 8, 2019, letter to the Department of Corrections: "2. In regards to federal programs (e.g., SNAP, TANF, Medicaid, etc.), which continue while an individual is incarcerated and post-incarceration and which stop? Does SCDC have any recommendations on this topic and, if so, what is the basis for the recommendation?"

2. In regards to federal programs (e.g., SNAP, TANF, Medicaid, etc.), which continue while an individual is incarcerated and post-incarceration and which stop? Does SCDC have any recommendations on this topic and, if so, what is the basis for the recommendation?

- Once an individual is incarcerated for 30 days, or more, and convicted of a crime, benefits stop. Disability benefits will either be suspended or terminated. If an individual has been incarcerated for less than a year, benefits will go into suspension status, over a year or more of incarceration the individual will have to reapply. SNAP benefits cannot be received while incarcerated, however, can be reapplied for upon release. Section 115 of the Personal Responsibility and Work Opportunity Act of 1996 prohibits states from providing SNAP benefits to individuals convicted of drug felonies unless the state passes legislation to extend benefits to these individuals. All of the state/federal benefits are terminated once that individual has been convicted and sentenced to prison. Some benefits can be reinstated for spouses/children, but they would have to apply for those particular benefits.
- Medicaid allows that inmates who are hospitalized in South Carolina as an inpatient for more than 23 hours, as 23 hours or less is considered observation status, within a non-correctional community hospital, may be reimbursed at the inpatient Medicaid hospital rate. However, they must qualify for South Carolina Medicaid by meeting eligibility criteria to include either: Aged, Blind, Disabled, Pregnant (delivery) and Cancer diagnoses qualify for reimbursement as well.
 - The inmate must consent to the Medicaid application for the inpatient stay. Previously, approximately 2003 – 2010 under John Wilson of DHHS, the SCDC could consent on the inmate's behalf. Medicaid (DHHS) then changed/enforced the interpretation to require the actual individual inmate to consent, 2010 – present under Marcus Davis. This has caused fewer cases to be reimbursed as there have been some occasions of an inmate's refusal to sign the application. It would benefit the State of South Carolina both from simplicity of application process and financially to allow the SCDC to consent on behalf of the inmate for Medicaid application for inpatient reimbursement to ensure all cases for eligibility. Other state Medicaid systems allow correctional agency signature for consent, such as Indiana and Illinois, so it appears to be a state-specific interpretation rather than a federal mandate.

Recommendation: Given that South Carolina is not a Medicaid expansion state and only those individuals who meet very specific criteria may qualify for Medicaid inpatient reimbursement, applying for an 1115 waiver for expansion for inpatient services for the criminal-justice involved population while admitted for any inpatient service would greatly benefit the SCDC and the State of South Carolina as inpatient hospitalization is approximately \$10M annually. At present, Medicaid reimbursement accounts for an estimated 20-25% of that amount.

Reentry Program's Evolution FY 2005-FY2016

Included in the Department of Corrections' (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's October 8, 2019, letter to the Department of Corrections: "3. Provide timeline (1-2 pages) of how SCDC's re-entry programs have evolved over the last 15 years (e.g., length of program, number of staff, etc.), including related recidivism and any major changes in inmate population."

In addition to providing the information in this document, SCDC provided the following response:

- Please see attached Timeline, Average Population, Recidivism Rates for Manning and Return to Prison Rates of Inmates Released FY2005-FY2016.

3. Provide timeline (1-2 pages) of how SCDC's re-entry programs have evolved over the last 15 years (e.g., length of program, number of staff, etc.), including related recidivism and any major changes in inmate population.

- Under the direction of Director Bryan Stirling and Deputy Director Nena Staley, SCDC increased the reentry programming significantly in 2015
- Reentry programming specifically targets inmates that will be returning to society
- SCDC also offers additional programming to inmates serving lengthy or life sentences, such as Step Down Program (stepping down from Lock Up), Character Based Units, Academy of Hope, Vera, etc.
- 2002
 - The Going Home Serious and Violent Offender Reentry Initiative (SVORI Grant)- to develop resources for inmates who will be released to the community
 - This initiative was performed by existing staff and other agencies
 - The Going Home Serious and Violent Offender Reentry Initiative (SVORI) is a grant program primarily for violent or high-risk inmates ages 17 to 35 that have a requirement for community supervision in South Carolina following a period of incarceration
 - This partnership included the S.C. Department of Corrections, S.C. Probation, Parole and Pardon Services, S.C. Vocational Rehabilitation and the S.C. Department of Juvenile Justice
 - SVORI was a grant and once the grant funding ceased so did the program
- 2004/2005
 - Interagency Partnership-community-based long-term support was being developed as a collaborative effort between the S.C. Department of Corrections; the S.C. Department of Probation, Parole and Pardon Services; the legislature and other local, state and federal agencies
 - In 2004, agency heads joined SCDC in a statewide effort to plan and coordinate services for offenders returning to the community, in continuation of the SVORI Grant
 - This initiative was performed by existing staff and other agencies
- 2007
 - Self-Paced in Classroom Education Program (SPICE) was developed in conjunction with S.C. Department of Probation, Parole and Pardon Services, SC. Vocational Rehabilitation and Greenville Technical College, Piedmont Technical College, Midlands Technical College, York Technical College, and Spartanburg Technical College
 - SPICE Programming is located at Tyger River, Leath, Ridgeland, and Kershaw Correctional Institutions
 - There is one FTE allocated for each facility that has the SPICE Programming and staff is on-site
- 2011
 - Manning Correctional became the Agency's Centralized Pre-Release Center
 - Judge Byars decided to centralize pre-release functions at Manning CI
 - This program can accommodate 480 inmates at a time, releasing up to 80 per month and intaking up to 80 per month to keep the program beds full
 - Behavioral Health Counselors were repurposed Manning Correctional Institution to provide services to the new population, along with staff from Watkins Pre-Release Center
- 2012
 - Young Offender Parole & Reentry Services (YOPRS) was established
 - (YOPRS) encompasses both institution and community-based services for male and female offenders sentenced under the Youthful Offender Act (YOA)
 - FY12 Budget Year Legislature provided \$3,405,575 in budget authority
 - YOPRS Division started with 25 new employees which provide community supervision to young offenders upon release
- 2014

- At the direction of Director Stirling, in partnership with Department of Employment and Workforce (DEW) committed to provide office space at Manning CI and provide Work Force Development services behind the walls
- 21 computers were installed for resume writing training and job search services
- Implementation of partnering with Second Chance Employers for Returning Citizens
- Intensified vocational programming at Manning CI to include brick masonry, carpentry, as well as, more robust approach to completing GED and Workeys
- 2015
 - Manning Correctional Institution adopted a six (6) month reentry programming and protocol to prepare Level 1 inmates for release
 - Coordinated with DEW, the first behind the walls, Job Fair with employers offering jobs to inmates prior to release
 - Became partners with the Federal Reentry council
 - Hosted first Federal/State/Local government Reentry Council meeting at Manning Correctional
 - Began partnership with Catholic Charities and provided them with office space for indigent population
 - Director Stirling mandated that all Wardens create a clothing closet on-site and that no inmate would be released in the modified uniforms
 - Intensified vocational programming at Manning to include brick masonry, carpentry, as well as, a more robust approach to completing GED and Workeys
 - S.C. Vocational Rehabilitation staff was provided office space which enables them to provide direct services on-site
 - Jumpstart began providing programming statewide to ensure housing to qualified Returning Citizens
- 2016
 - Request submitted and approved to change the name of Manning Correctional Institution to Manning Reentry and Work Release Center
 - This institution serves as the Agency's centralized Pre-Release Center for male offenders who are within 180-days of release
 - A work release program and labor crew provide work opportunities for offenders who do not participate in the Pre-Release Program
 - The Pre-Release Program is a two-component system: 1) a 150-day program in which the offender can work in an educational, vocational, or certificate program and attend life skills classes, and 2) a 30-day program dedicated to outside community resources, skill enhancement in the area of employment, and preparation for release
 - Department of Justice identified April as National Reentry Week
 - Manning celebrated the week and hosted Governor Haley and other dignitaries
 - SC Works partnership provides post-release series that include instruction on basic computer skills, resume preparation, refining interviewing skills, developing a career profile, information on criminal record expungement, and employment referrals statewide
 - SCDC added to our website a Released Offender Skills which gives transparency to employers regarding rehabilitation efforts of the inmate prior to release
- 2017
 - Goodwill (DOL grant \$1,500,000 for pre-release services at Manning & Camille Graham)
 - Trident Technical College (DEW grant \$250,000 at MacDougall providing vocational training)
 - DEW placed an employee at Camille Graham Pre- Release to assist with female Returning Citizens in May of 2017
 - S.C. Thrive Benefits Bank training and services began September 8, 2017 (staff at six (6) institutions were trained to use the Benefits Bank to provide services for offenders being released)
- 2018
 - Kershaw CI became the reentry location for Level 2 male offenders

- The reentry program mirrors Manning Pre-Release
- New curriculum from the Change Company entitled “Getting it Right” for Reentry Counselors was implemented
- DEW is hiring a staff person @ Kershaw; partnership began September 20, 2018
- S.C. Department of Motor Vehicles provides state identifications on December 12, 2018
- S.C. Thrive expanded to all 21 institutions on October 19, 2018
- Skills Report made available to employment partners to assist with matching potential employees
- DAODAS given office space to provide Medication Administration Treatment by Peer Counselors for opioid addiction
- 2019
 - Lieber - Going Home for Good, became the reentry location for Level 3 male offenders
 - Going Home for Good is a 2-year reentry program
 - CDL Simulators purchased for four (4) institutions
 - FreshStart Visions began reentry services at MacDougall and Allendale May 23, 2019
 - Pee Dee Healthy Start, Inc. began reentry services to inmates returning to the Florence/Darlington area May 30, 2019
 - Reemerge Reentry Program at Manning began May 30, 2019
 - S.C. Department of Health and Environmental Control partnership to provide birth certificates to inmates, contract currently pending approval
 - Manning’s Reentry inmates participate in Reemerge Job Fair in community with staff
 - Thinking for a Change training provided to all new Reentry staff
 - SC Thrive – Benefits Bank/Good Grid – Staff training for all new Program Coordinators was conducted in May and October 2019
 - S.C. Department of Motor Vehicles (DMV) – April 2019 DMV Cares Van came to Manning to provide ID’s to eligible inmates
 - Since April DMV has provided 395 identifications
- Ongoing Partnerships without MOU’s: (each of these are in the contract development stage)
 - Fatherhood Coalition provides education and services tailored to inmate fathers trying to rebuild lives with their families
 - Turning Leaf Project provides post-release classroom based cognitive behavioral therapy, in-house employment, and external job placement
 - Telamon Corporation provides a reintegration program for homeless veterans
 - Prison Fellowship provides pre-release course work, post-release services, prison ministry, and the Angel Tree Christmas package program
 - Catholic Charities provides birth certificates for indigent inmates, provides funding for housing post-release, provides clothing, and provides transportation services post-release
 - Oxford House provides substance abuse courses and services, pre and post-release
- Reentry staffing for adult offenders, statewide, is 41
- YOPRS staffing for young offenders, statewide, is 105
- SCDC inmate population has declined since 2005. Please see the included Average Daily Inmate Population Fiscal Years 1970- 2019

Average Daily Inmate Population Fiscal Years 1970 - 2019

FISCAL YEAR	SCDC FACILITIES	SPECIAL PLACEMENTS ¹	DESIGNATED FACILITIES ²	SCDC JURISDICTION ³	ABSOLUTE CHANGE OVER PREVIOUS YEAR	PERCENT CHANGE OVER PREVIOUS YEAR
1970	2,537	--	--	2,537	182	7.7%
1971	2,859	--	--	2,859	322	12.7%
1972	3,239	--	--	3,239	380	13.3%
1973	3,341	--	--	3,341	102	3.1%
1974	3,517	25	--	3,542	201	6.0%
1975	4,557	25	36	4,618	1,076	30.4%
1976	5,671	25	568	6,264	1,646	35.6%
1977	6,392	27	748	7,167	903	14.4%
1978	6,677	32	738	7,447	280	3.9%
1979	6,761	149	713	7,623	176	2.4%
1980	7,003	184	682	7,869	246	3.2%
1981	7,190	236	652	8,078	209	2.7%
1982	7,635	353	614	8,602	524	6.5%
1983	8,151	683	558	9,392	790	9.2%
1984	8,182	1,051	556	9,789	397	4.2%
1985	8,539	1,081	501	10,121	332	3.4%
1986	9,299	978	478	10,755	634	6.3%
1987	10,320	993	473	11,786	1,031	9.6%
1988	11,069	1,104	487	12,660	874	7.4%
1989	12,426	1,162	461	14,049	1,389	11.0%
1990	14,417	1,292	440	16,149	2,100	14.9%
1991	15,810	1,376	455	17,641	1,492	9.2%
1992	16,328	1,815	438	18,581	940	5.3%
1993	16,669	1,601	434	18,704	123	0.7%
1994	17,182	1,540	428	19,150	446	2.4%
1995	17,704	1,233	391	19,328	178	0.9%
1996	18,736	987	399	20,122	794	4.1%
1997	20,146	380	404	20,930	808	4.0%
1998	20,656	341	404	21,401	471	2.3%
1999	20,957	505	394	21,855	454	2.1%
2000	20,979	638	436	22,053	198	0.9%
2001	20,973	567	406	21,946	-107	-0.5%
2002	21,710	529	404	22,643	697	3.2%
2003	22,845	525	403	23,773	1,130	5.0%
2004	23,130	490	405	24,025	252	1.1%
2005	22,905	447	408	23,760	-265	-1.1%
2006	22,897	417	372	23,686	-74	-0.3%
2007	23,375	391	372	24,138	452	1.9%
2008	23,889	373	375	24,637	499	2.1%
2009	24,017	347	370	24,734	97	0.4%
2010	24,040	310	360	24,710	-24	-0.1%
2011	23,293	273	373	23,939	-771	-3.1%
2012	22,711	252	371	23,334	-605	-2.5%
2013	22,088	237	355	22,680	-654	-2.8%
2014	21,712	273	330	22,315	-365	-1.6%
2015	21,183	292	298	21,773	-542	-2.4%
2016	20,671	306	317	21,294	-479	-2.2%
2017	20,483	340	312	21,135	-159	-0.7%
2018	19,559	362	324	20,245	-890	-4.2%
2019	18,743	361	312	19,416	-829	-4.1%

¹ This category of inmates does not take up bedspace in SCDC facilities due to placement in diversionary programs. These programs include Extended Work Release, Supervised Furlough, and Provisional Parole. Special Placements include inmates assigned to hospital facilities, as well as Interstate Corrections Compact, and authorized absences. Special placements includes inmates serving South Carolina sentences concurrently in other jurisdictions-for FY 2018 this number averaged 266.

² Suitable city, county, and state facilities have been designated to house State inmates as a means of alleviating overcrowded conditions in SCDC facilities, and facilitating work at the facility and in the community.

³ The jurisdiction count on this table does not include YOA parolees or inmates conditionally released under the Emergency Prison Overcrowding Powers Act (EPA); (S.C. Code of Laws 1976 Section 24-3-1110) invoked in September, 1983, and EPA II invoked in May, 1987. The average EPA counts were as follows: FY 1984 - 24; FY 1985 - 271; FY 1986 - 574; FY 1987 - 768; FY 1988 - 654(EPA), 126(EPA II); FY 1989 - 377(EPA), 213(EPA II); FY 1990 - 171(EPA), 189(EPA II); FY 1991 - 146(EPA), 164(EPA II); FY 1992 - 150(EPA), 160(EPA II); FY 1993 - 145(EPA), 156(EPA II); FY 1994 - 131(EPA), 33(EPA II); FY 1995-124(EPA), 22(EPA II); FY 1996 - 110(EPA), 14(EPA II); FY 1997 - 105 (EPA), 12 (EPA II); FY 1998 - 105 (EPA), 12 (EPA II); FY 1999 - 1 (EPA II); 0 EPA II after 1999.

South Carolina Department of Corrections Recidivism Rates of Inmates Released from Manning Reentry/Work Release Center								
	Year of Release							
	FY 2015		FY 2016					
Number of Inmates Released from Manning	859		903					
3-Year Recidivism Rate	Recidivism Rate by Year of Release							
	Number of Recidivists	Recidivism Rate	Number of Recidivists	Recidivism Rate				
Recidivism Rate for Manning	176	20.5%	166	18.4%				

Note: The recidivism rate "excludes" inmates returning to prison for old offenses that occurred prior to their release (where inmate returns for that offense alone).

In this case the inmate did not reoffend, but returned for past criminal activity due to a detainer or newly acquired offense information.

Inmates returning to SCDC due to revocations from community supervision programs (parole, probation, community supervision, supervised reentry, intensive supervision) are included in recidivism.

South Carolina Department of Corrections Return to Prison Rates of Inmates Released during FY2005 - FY2008					
	Year of Release				
	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008
Total Number of Releases	13,489	13,565	13,716	13,499	12,807
Percentage of Releasees who Returned to SCDC:	Recidivism Rate by Year of Release				
	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008
Within One Year or Less	12.1%	12.1%	11.9%	13.1%	12.3%
Within Two Years or Less	24.5%	25.5%	25.6%	25.7%	24.0%
Within Three Years or Less	33.0%	33.9%	33.6%	33.5%	30.6%
Within Four Years or Less	38.4%	39.1%	38.8%	37.7%	35.6%
Within Five Years or Less	42.1%	42.6%	42.0%	40.9%	38.3%
Comparison of 3-Year Recidivism Rates by Inmate Attributes					
Attributes	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008
Overall Rate	33.0%	33.9%	33.6%	33.5%	30.6%
Gender					
Males	34.4%	35.3%	35.1%	35.1%	32.2%
Females	22.2%	23.7%	22.3%	20.9%	18.5%
Type of Release					
Maxout (Expiration of Sentence)	24.0%	25.3%	26.0%	25.6%	22.2%
Parole	29.1%	29.1%	27.9%	26.3%	25.2%
Probation	42.1%	45.8%	43.9%	43.5%	41.5%
Community Supervision	29.6%	34.1%	32.6%	32.3%	24.9%
Supervised Reentry	n/a	n/a	n/a	n/a	n/a
Youthful Offender Act* - Parole	n/a	n/a	n/a	n/a	n/a
Youthful Offender Act* - Parole	53.4%	53.0%	52.8%	54.1%	52.8%
Youthful Offender Act* - Maxout	33.9%	31.2%	33.9%	40.4%	29.7%
Age at Release					
Under 25 Years	43.5%	43.2%	45.1%	44.9%	43.2%
25-30 Years	30.7%	31.8%	30.8%	31.0%	29.2%
31-40 Years	31.4%	33.3%	31.7%	32.1%	28.2%
Over 40 Years	23.8%	26.4%	27.2%	27.2%	23.3%
Program Participation					
Pre-Release	28.2%	31.1%	31.5%	29.7%	25.0%
Work Program	25.9%	28.1%	27.4%	24.8%	23.4%
Labor Crew	27.1%	29.4%	28.8%	25.4%	23.3%
Labor Crew/Work Program	26.8%	29.2%	28.6%	25.4%	23.3%
Prison Industry	27.8%	29.8%	27.2%	26.4%	23.4%
GED Earned in SCDC Education Program	n/r	n/r	n/r	n/r	n/r
Sentence Type					
Youthful Offender Act*	51.7%	50.9%	51.2%	52.7%	50.6%
Straight-time	29.7%	31.4%	31.2%	30.7%	27.5%
Criminal History					
Had Conviction and/or Commitment	33.6%	36.2%	36.4%	36.7%	32.9%
Had Commitment	36.3%	38.9%	38.3%	38.2%	34.6%
No Known Priors	22.1%	28.7%	27.9%	27.2%	26.4%

* Youthful Offender Act (YOA) inmates serve an indeterminate sentence of 1 to 6 years.

GED earned n/r denotes data was not recorded during that time period

South Carolina Department of Corrections Recidivism Rates of Inmates Released during FY2009 - FY2016								
	Year of Release							
	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Total Number of Releases	13,454	12,744	12,024	11,409	9,623	9,485	9,354	9,147
Percentage of Releasees who Returned to SCDC:	Recidivism Rate by Year of Release							
	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Within One Year or Less	9.6%	8.0%	7.5%	6.2%	6.2%	5.6%	5.8%	5.5%
Within Two Years or Less	20.0%	18.0%	16.7%	15.5%	16.2%	15.2%	15.7%	14.2%
Within Three Years or Less	26.6%	24.8%	23.4%	22.4%	23.1%	22.7%	22.3%	21.2%
Within Four Years or Less	31.0%	29.6%	28.4%	27.2%	28.4%	27.6%	27.3%	n/a
Within Five Years or Less	34.1%	32.7%	31.7%	30.9%	31.8%	30.8%	n/a	n/a
Comparison of 3-Year Recidivism Rates by Inmate Attributes								
Attributes	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Overall Rate	26.6%	24.8%	23.4%	22.4%	23.1%	22.7%	22.3%	21.2%
Gender								
Males	27.8%	26.1%	24.3%	23.3%	24.1%	23.7%	23.1%	21.9%
Females	17.7%	14.3%	15.9%	15.2%	15.2%	14.8%	16.2%	15.7%
Type of Release								
Maxout (Expiration of Sentence)	17.8%	18.1%	17.6%	17.7%	19.0%	18.7%	18.6%	17.1%
Parole	21.0%	17.8%	18.8%	18.3%	17.4%	19.0%	19.5%	16.8%
Probation	40.8%	36.6%	33.3%	31.8%	32.2%	34.3%	31.3%	29.6%
Community Supervision	20.4%	16.1%	15.3%	14.0%	14.7%	12.0%	12.9%	12.6%
Supervised Reentry	n/a	n/a	n/a	n/a	36.1%	27.9%	25.1%	27.1%
Youthful Offender Act* - Parole	46.8%	42.0%	39.4%	38.4%	37.7%	30.9%	31.9%	33.7%
Youthful Offender Act* - Maxout	30.1%	28.6%	28.9%	23.0%	27.8%	25.0%	32.8%	24.7%
Youthful Offender Act* - Intensive Supervisic	n/a	n/a	n/a	n/a	22.9%	28.9%	30.3%	30.6%
Age at Release								
Under 25 Years	37.7%	34.6%	32.9%	32.0%	31.8%	28.5%	29.1%	31.4%
25-30 Years	25.3%	24.8%	22.3%	23.6%	23.1%	23.4%	24.1%	20.7%
31-40 Years	23.6%	22.3%	20.4%	19.9%	20.3%	21.9%	19.7%	21.3%
Over 40 Years	21.1%	19.0%	19.4%	17.0%	19.8%	19.1%	19.2%	16.2%
Program Participation								
Pre-Release	25.1%	22.1%	20.6%	21.6%	20.8%	20.8%	20.4%	19.9%
Work Program	22.4%	21.1%	18.1%	17.9%	19.1%	22.6%	16.3%	15.8%
Labor Crew	22.4%	20.2%	19.0%	17.8%	19.1%	21.9%	18.0%	17.4%
Labor Crew/Work Program	22.5%	20.1%	19.0%	17.8%	19.1%	21.8%	18.0%	17.3%
Prison Industry	19.4%	18.6%	17.3%	14.6%	13.5%	12.5%	13.4%	10.9%
GED Earned in SCDC Education Program	24.9%	26.3%	22.1%	21.4%	21.7%	21.3%	17.3%	15.8%
Sentence Type								
Youthful Offender Act*	45.4%	40.8%	38.2%	36.9%	35.6%	29.7%	30.8%	30.5%
Straight-time	23.8%	22.5%	21.2%	20.7%	21.7%	21.9%	21.4%	20.3%
Criminal History								
Had Conviction and/or Commitment	28.6%	26.4%	25.1%	24.7%	25.4%	25.6%	25.4%	22.8%
Had Commitment	30.2%	28.7%	27.2%	26.4%	27.1%	26.8%	26.7%	23.4%
No Known Priors	23.0%	21.9%	20.5%	18.6%	19.4%	18.0%	17.4%	18.6%
Mental Health Classification at time of release								
Mentally Ill	28.1%	28.9%	26.7%	26.4%	25.9%	25.8%	24.4%	24.7%
Non-Mentally Ill	26.4%	24.2%	22.9%	21.9%	22.8%	22.3%	22.1%	20.8%

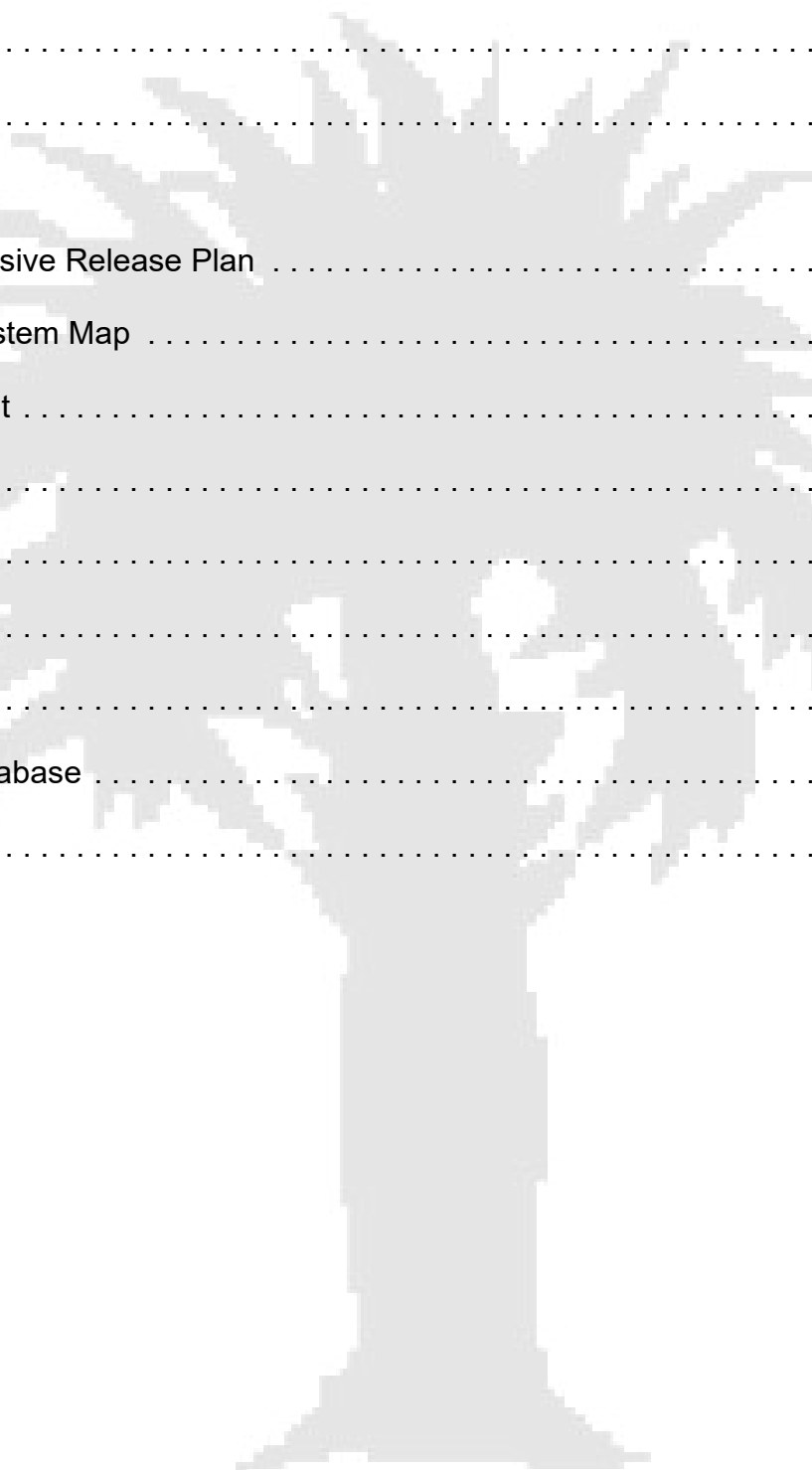
* Youthful Offender Act (YOA) inmates serve an indeterminate sentence of 1 to 6 years. "Intensive Supervision Parole" releases began in FY13; this parole

SOUTH CAROLINA REENTRY INTERAGENCY COLLABORATIVE TEAM



*Interim Report
February 2005*

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INTRODUCTION

One of the most pressing and complex challenges facing our state government is the reintegration of offenders from prison back into society. Almost all inmates currently incarcerated in our state, 97%, will eventually return to our communities. In FY 2004, the South Carolina Department of Corrections (SCDC) released 13,489 offenders back into society. These offenders return home with disproportionately high rates of addiction and mental illness, as well as, on average, limited education and work experience. Currently, most receive little to no preparation for the transition back to the community and little to no support or assistance after release. Almost a third of the inmates released in FY2001 returned to SCDC custody within three years. It is in everyone's best interest that offenders reenter society safely and live as law-abiding, self-sufficient citizens.

In order to address reentry issues, the South Carolina Reentry Interagency Collaborative Team was formed. The team is a collaborative effort among South Carolina stakeholder agencies. The team's mission is to recommend strategic improvements in South Carolina's offender reentry practices that involve the gathering and sharing of information, enhanced utilization of resources, the development of new initiatives and the integration of promising practices, and the identification of potential funding or other resources, as necessary, for each recommendation.

PLANNING HISTORY

In May, 2004, an informational meeting to examine South Carolina's reentry issues was convened by Jon Ozmint, Director of South Carolina Department of Corrections (SCDC), with Directors and representatives from SCDC, the Department of Probation, Parole and Pardon

Services (PPP), the Department of Mental Health (DMH), the Department of Public Safety (DPS), the Department of Social Services (DSS), the Department of Alcohol and Other Drug Abuse Services (DAODAS), and the South Carolina Vocational Rehabilitation Department (SCVRD). A consensus was achieved among everyone present to explore an interdepartmental collaboration designed to improve reentry practices.

On May 25-27, 2004, representatives from stakeholder agencies attended a workshop entitled *Enhancing the Effectiveness of Collaborative Teams: A Training Workshop for the Serious and Violent Offender Reentry Initiative Grantees*. At that time, the South Carolina Reentry Interagency Collaborative Team developed its vision and mission statement, and adopted ground rules and a timetable for its actions. Members of the team are listed below:

Sammie Brown	<i>Grants Coordinator/Evaluator - S.C. Department of Corrections</i>
Kelly Cordell	<i>Executive Director, Planning & Quality Assurance - S.C. Department of Social Services</i>
Cherry Daniel	<i>Director, Adult/Community Education - S.C. Department of Education</i>
Mike Easterday	<i>Senior Policy Advisor - S.C. Department of Health and Human Services</i>
Burke Fitzpatrick	<i>Administrator - S.C. Department of Public Safety</i>
Carl Frederick	<i>Operations Coordinator - S.C. Department of Corrections</i>
Shirley Furtick	<i>Jail and Correctional Services - S.C. Department of Mental Health</i>
Rhonda Grant	<i>Director, Programs & Grants Mgmt. - S.C. Department of Probation, Parole and Pardon Services</i>
Teresa A. Knox	<i>Deputy Director of Legal Services - S.C. Department of Probation, Parole and Pardon Services</i>
Wilbert Lewis	<i>Program Manager, Community Resource Development Faith-Based Programs - S.C. Department of Social Services</i>
Geraldine Miro	<i>Acting Director of Programs & Services - S.C. Department of Corrections</i>
Michele Murff	<i>Program Manager, Housing & Homeless Programs - S.C. Department of Mental Health</i>
Scott Norton	<i>Director of Field Operations Support - S.C. Department of Probation, Parole and Pardon Services</i>
Earle Pope	<i>Client Services Consultant - S.C. Vocational Rehabilitation Department</i>
Lenard Price	<i>Employment Field Supervisor - S.C. Employment Security Commission</i>
Thomas Scott	<i>Director of Residential Services - S.C. Department of Probation, Parole and Pardon Services</i>
June Ussery	<i>Director, Community Service Coordinators, Alston Wilkes Society</i>
James Wilson	<i>Treatment Consultant, Department of Alcohol and Other Drug Abuse Services</i>

Former Team Members include Margaret Kherlopian (DAODAS), Wanda Tarpley (SCDC), and Bruce Bondo (HHS).

The team began meeting monthly in June, 2004. The team's initial efforts focused on identifying and prioritizing issues that surround offender reentry. Eight major areas of critical concern emerged and those formed the basis of the group's subcommittees. The following subcommittees were formed:

- Comprehensive Release Plan Model
- Reentry System Map
- Employment
- Treatment
- Housing
- Education
- Identification Cards
- Shared Database

Each subcommittee was tasked with developing a problem statement setting forth the issue to be addressed, including reliable data illustrating the depth of the problem. The subcommittees each set concise, individual goals. The subcommittees are expected to recommend options for solving the stated problems and provide implementation strategies. Initial work on the subcommittees has revolved around identifying information and research needs, along with identifying additional members needed to complete the work. The subcommittees are at different stages in their work, with each progressing and expected to successfully meet the deadlines imposed by the team. A brief overview of the subcommittees' progress is provided in the following pages.

Comprehensive Release Plan

The subcommittee has determined that one of their greatest challenges is to identify how agencies can coordinate services and improve access to resources. Their goal is to develop a comprehensive release plan and create a visual display of services and decision points in

coordination with the System Map Subcommittee. The subcommittee plans to examine developments in other reentry sites and visit several states to learn more about best practices. The subcommittee members are Sammie Brown (Team Leader, SCDC), Carl Frederick (SCDC), and Scott Norton (PPP).

Reentry System Map

The services provided to the reentry of inmates into the community are not provided by a single agency. A number of agencies provide services which may be overlapping or duplicative. The provisions of services available have not been documented in any comprehensive manner. The goals of the subcommittee are to identify all the services available to offenders by system providers and to “map” these in a comprehensive illustration highlighting service delivery points throughout the reentry continuum. This subcommittee plans to examine developments in other reentry sites and visit several states to learn best practices. The subcommittee members are Sammie Brown (Team Leader, SCDC), Rhonda Grant (PPP), Teresa Knox (PPP), and Rob McManus (DPS).

Employment

Offenders exhibit a variety of characteristics that greatly limit their employability and earnings capacities. The goals of the subcommittee are to assist inmates in becoming employable and to assist offenders who are reentering society to obtain sustainable employment. Some options being explored by the subcommittee include programs to increase the number of offenders who receive education, GED, literacy, and life skills programs during incarceration; the expansion of vocational training for inmates; allowing inmates access to one-stop center services before release; the establishment of case managers and employment specialists to ensure the

job readiness of inmates; and, the creation of a reentry resource guide for inmates. The subcommittee members are Earle Pope (Team Leader, VRD), Kelly Cordell (DSS), Carl Frederick (SCDC), Lenard Price (ESC), and Brent Garvin (ESC).

Treatment

Among the multitude of issues facing inmates in the reentry process, those which require treatment are significant barriers to the offender being able to gain and sustain employment, provide for families, pay taxes, and live a law abiding life. In South Carolina, 10% of all inmates have mental health issues and nearly half are chemically dependant. This subcommittee has focused its work on the development of the “treatment mall” model that provides comprehensive assessment and service provision and is applicable both inside the institution and in the community. The group has also worked toward identifying low cost programming options and alternatives to traditional treatment approaches addressing single and co-occurring disorders. Cross training for institutional staff and training for those who supervise offenders in the community is a component of a holistic approach to reentry treatment need. The subcommittee members are Shirley Furtick (Team Leader, DMH), Keisha Perry (SCDC), Jodi Gallman (PPP), James Wilson (DAODAS), Mike Easterday (HHS), Ernie Shaw (SCDC), Joette Scarborough (SCDC), Horace Smith (DAODAS), and John Brown (DMH).

Housing

There is a lack of quality affordable housing options available to former offenders. Key barriers to providing these housing options for former offenders include the lack of dedicated and flexible funding sources for development and supportive services, resistance from residents in local communities, and local land use regulations that affect housing cost and affordability. This

committee's goal is to develop an action plan that will address the housing needs of former offenders reentering the community after incarceration, as well as those sentenced to probation who have not necessarily been incarcerated. Some strategies being explored by the subcommittee include: reviewing the identified barriers to addressing housing needs of the former offender populations and identifying specific strategies to overcome these barriers; considering creative ways to partner with local supporters of housing programs for former offenders to address possible resistance from residents in local communities (faith-based groups, community organizations, political leaders); identifying private nonprofit housing developers interested in and capable of providing housing for former offenders; and identifying possible funding sources for development and supportive services that are dedicated and flexible for the former offender populations. Members of the subcommittee are Michele Murff (DMH), Wilbert Lewis (DSS), June Ussery (AWS), Mike Chesser (Upstate Homeless Coalition), and Thomas Scott (PPP).

Education

Education is a critical factor in an offender's ability to succeed in making permanent life changes. Nationally, 2 out of 3 inmates lack a high school diploma. Half of SC inmates cannot read at the 9th grade level. With diminishing staff and other resources, many times educational and vocational related initiatives are often neglected in favor of security and custody priorities. Inmates in education programs have a recidivism rate 15% lower than those who do not participate in these programs. This subcommittee has focused its efforts on identifying barriers to education, both in the institutional setting and throughout the reentry process. As with other issues, there is a definite need for more partnerships between agencies and organizations to provide educational programming for inmates and address gaps in educational services. One program that the subcommittee has identified is a model for a pilot program in partnership

between technical colleges and local Adult Education Offices. Subcommittee members include Dr. Cherry Daniel (Team Leader, DOE), Gerri Miro (SCDC), and Kathy Jackson (SCDC).

ID Cards

Picture identification cards and Social Security cards are needed in order for offenders to gain and sustain employment and thereby provide for their families, and become productive members of the community. A survey of SCDC institutions revealed inconsistent practices and uneven cooperation from local DMV and Social Security offices. Yet if picture identification cards and Social Security cards are consistently provided, offenders can seek, gain and sustain employment, provide for their families, and become contributing members of the community. Providing proper identification to offenders upon release also has implications for the safety of local law enforcement officers and Homeland Security issues.

The goal of this subcommittee is straightforward: to ensure that when inmates are released they are in possession of a valid state recognized picture identification card. The subcommittee has explored several different solutions. One proposal has been the establishment of a single point of contact at SCDC to coordinate state picture identification cards and Social Security cards. Another proposal is to use SCDC digital pictures as the photo accepted by the Department of Motor Vehicles. The digital photos would be securely emailed to DMV who would in turn create the cards prior to release. Because the Department of Corrections can positively identify their inmates (via fingerprints and DNA) to the satisfaction of outside agencies, the remote preparation of ID cards is feasible. The Director of DMV has been advised of this proposal by letter and a request has been made for technical and policy assistance. The committee also plans to work with representatives the Social Security Administration on this issue. The goal of the ID card initiative would be to insure that every inmate left their institution with a valid state-issued identification

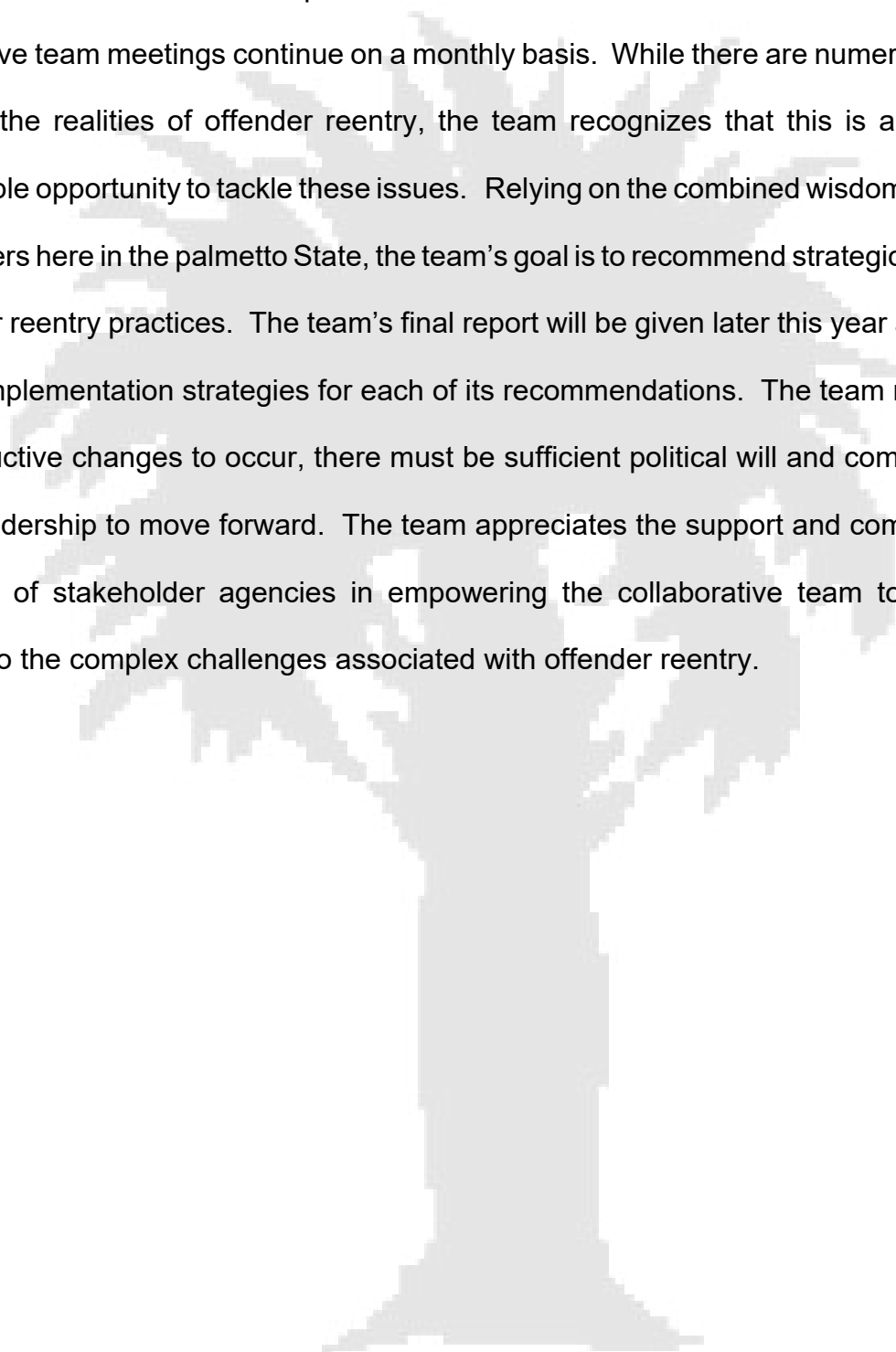
card, resulting in quantifiable improvements in recidivism. Subcommittee members are Rhonda Grant (Team Leader, PPP), June Ussery (AWS), Burke Fitzpatrick (DPS), Earle Pope (VRD), Brent Garvin (ESC), and Thomas Scott (PPP).

Shared Database

The goal of this subcommittee is to establish a statewide database or system for effective exchange of critical information between participating agencies/organizations regarding a common client population. A key issue identified was that most agencies were willing to work together to accomplish the goal, as long as “legacy” systems were not affected. The subcommittee is exploring the possibility of addressing its goals through utilization of the South Carolina Data Warehouse Project being developed by the Budget and Control Board, Office of Research and Statistics. This system is an integrated data base for a broad spectrum of service providers including Legal/Safety Services, Social Services, Claims Systems, Health Care Services, Behavioral Health Services, Health Department, Education Services, and Employment/Disabilities Services. Subcommittee members include Scott Norton (Team Leader, PPP), John Ward (SCDC), Sammie Brown (SCDC), Gerri Miro (SCDC), Rob McManus (DPS), and David Stagg (PPP).

CONCLUSION

Each subcommittee will report back to the team with its recommendations as the full collaborative team meetings continue on a monthly basis. While there are numerous challenges posed by the realities of offender reentry, the team recognizes that this is also the time of considerable opportunity to tackle these issues. Relying on the combined wisdom of experts and stakeholders here in the palmetto State, the team's goal is to recommend strategic improvements in offender reentry practices. The team's final report will be given later this year and will include detailed implementation strategies for each of its recommendations. The team recognizes that for constructive changes to occur, there must be sufficient political will and commitment of this State's leadership to move forward. The team appreciates the support and commitment of the leadership of stakeholder agencies in empowering the collaborative team to find systemic solutions to the complex challenges associated with offender reentry.



For additional information, contact:

Teresa Knox, Team Leader
South Carolina Reentry Interagency Collaborative Team
803-734-9220

Victims' Services - Funding from SCDC to DPS or Attorney General

Included in the Department of Corrections' (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's October 8, 2019, letter to the Department of Corrections: "5. Please provide the balance for the funds sent to the Department of Public Safety or Attorney General for each month from the last three years to show the source of the money and where money was sent."

In addition to providing the information in this document, SCDC provided the following response:

- Please see attached Victims' Services Transfers.

**VICTIMS' SERVICES TRANSFERS FOR STATE VICTIMS' ASSISTANCE
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
FY19**

117.93. (GP: Victims Assistance Transfer) The Department of Corrections shall transfer \$20,500 each month to the Office of Attorney General for distribution through the State Victims Assistance Program.

FY17				FY18		FY19 (3)		
Month	Amount Paid	Revenue	Revenue Source	Amount Paid	Revenue Source	Amount Paid	Revenue	Revenue Source
July	20,500	22,583	Work Release	20,500	State Appropriated	20,500	57,561	PI Service Funds
August	20,500	22,183	Work Release	20,500	State Appropriated	20,500	101,874	PI Service Funds
September	20,500	24,438	Work Release	20,500	State Appropriated	20,500	29,832	PI Service Funds
October	20,500	26,176	Work Release	20,500	State Appropriated	20,500	47,463	PI Service Funds
November	20,500	38,311	Work Release	20,500	State Appropriated	20,500	66,160	PI Service Funds
December	20,500	17,945	Work Release	20,500	State Appropriated	20,500	45,497	PI Service Funds
January	20,500	26,510	Work Release	20,500	State Appropriated	20,500	45,009	PI Service Funds
February	20,500	22,709	Work Release	20,500	State Appropriated	20,500	45,009	PI Service Funds
March	20,500	23,774	Work Release	20,500	State Appropriated	20,500	64,648	PI Service Funds
April	20,500	22,505	Work Release	20,500	State Appropriated	20,500	59,888	PI Service Funds
May	20,500	37,410	Work Release	20,500	State Appropriated	20,500	47,518	PI Service Funds
June	20,500	28,347	Work Release	20,500	State Appropriated	20,500	25,822	PI Service Funds
Totals	246,000	312,890		246,000		246,000	636,281	

Statute Title 24, Ch. 3, Article 1, Section 24-3-40, 2(a)

reads: if the prisoner is engaged in work at paid employment in the community, five percent must be placed on deposit with the State Treasurer for credit to a special account to support victim assistance programs established pursuant to the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, Section 1404, and fifteen percent must be retained by the department to support services provided by the department to victims of the incarcerated population;

Proviso reads:

(GP: Victims Assistance Transfer) The Department of Corrections shall transfer \$20,500 each month to the Department of Public Safety (2017, 2018) or the Office of the Attorney General (2019, 2020) for distribution through the State Victims Assistance Program.

This proviso has been in place since FY 2011, resulting in over \$2.2 million dollars in subsidy to the State Victims Assistance Program.

Reentry Program – Entities SCDC Relies Upon

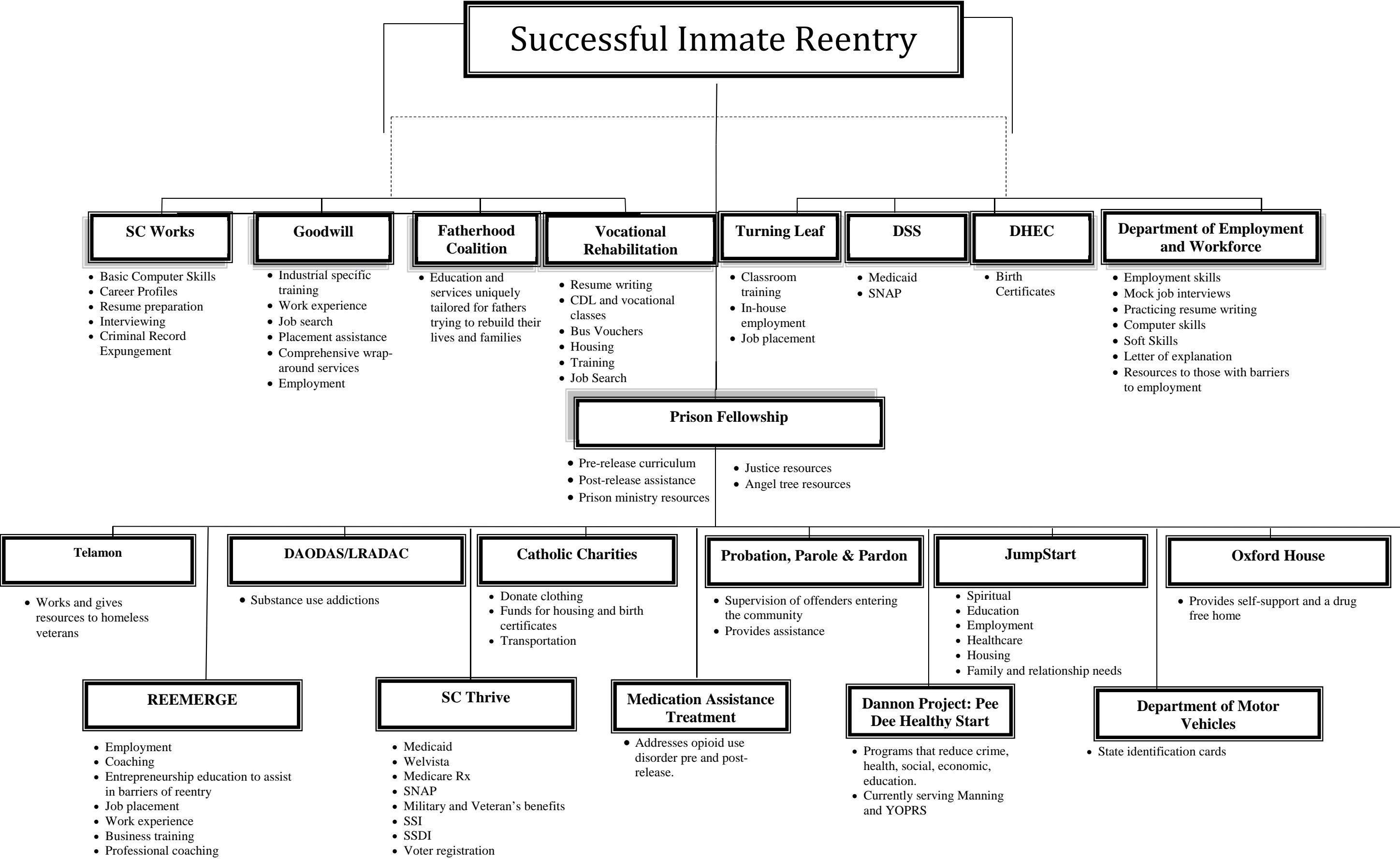
Included in the Department of Corrections' (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's October 8, 2019, letter to the Department of Corrections: "6. Please provide a graphic or table which shows the entities SCDC relies on, and for what SCDC relies on each for, to achieve successful inmate reentry (e.g. DMV – state ids, DEHC – birth certificates, SCWorks – job opportunities, etc.)."

In addition to providing the information in this document, SCDC provided the following response:

- Please see Question #3, Timeline.

South Carolina Department of Corrections

Successful Inmate Reentry



Offender Employment Preparation Program – Memorandum of Understanding with Partners and Annual Report

Included in the Department of Corrections' (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's October 8, 2019, letter to the Department of Corrections: "8. In regards to the offender employment preparation program outlined in S.C. Code Section 24-13-2110, et. al, please provide the following: (a) memorandum of understanding (MOU) required by S.C. Code Section 24-13-2120, which establishes the responsibilities of each agency in the program; and (b) annual report about the program to the agencies that are part of the program's MOU required by S.C. Code Section 24-13-2140(6)."

In addition to providing the information in this document, SCDC provided the following response:

- Please see attached Memorandums of Understanding and annual reports.
- For a list of partners, please see the Timeline in Question #3.

In regards to the offender employment preparation program outlined in S.C. Code Section 24-13-2110, et. al, please provide the following: (a) memorandum of understanding (MOU) required by S.C. Code Section 24-13-2120, which establishes the responsibilities of each agency in the program; and (b) annual report about the program to the agencies that are part of the program's MOU required by S.C. Code Section 24-13-2140(6).

See attached MOU's with SCDC and State agencies and external partners that include:

- SC Department of Employment and Workforce
- SC Probation, Parole, and Pardon
- SC Vocational Rehabilitation
- SC Thrive
- SC Department of Motor Vehicles
- SC DAODAS
- Jumpstart
- Re-emerge
- Pee Dee Healthy Start
- FreshStart
- Goodwill Industries of the Upstate/Midlands
- Sexual Trauma Service of the Midlands

DEW Activity Report FY19

2018 DEW/DOC Activity: (January 1, 2018 thru December 31, 2018)

Institution	Enrolled	Completed
<i>Manning</i>	335	269
<i>Camille Griffin Graham</i>	192	147

*This is an open enrollment program; as some are released, new participants are enrolled.

*Catholic Charities offers housing, purchases birth certificates and State ID/Driver's License for indigent inmates. Clothing and hygiene is also provided to offenders.

SC Thrive Application June 30, 2018 through July 1, 2019

Facility	Medicare			SNAP, FI,		Total
	RX	Medicaid	MIAP	RA	Welvista	
Allendale Correctional Institution	9	88	10	135	0	242
Camille Griffin Graham Correctional Institution	8	133	13	250	96	500
Kershaw Correctional Institution	0	5	10	120	0	135
MacDougall Correctional Institution	3	103	13	134	92	345
Manning Correctional Institution	47	552	49	660	27	1338
Ridgeland Correctional Institution	15	151	15	158	83	422
Broad River Correctional Institution	0	4	0	7	0	11
Evans Correctional Institution	0	0	0	0	0	0
Goodman Correctional Institution	0	19	0	19	0	38
Leath Correctional Institution	0	0	0	0	0	0
Lee Correctional Institution	0	0	0	0	0	0
Lieber Correctional Institution	0	0	0	0	0	0
Livesay Correctional Institution	0	0	0	0	0	0
McCormick Correctional Institution	0	0	0	0	0	0
Perry Correctional Institution	0	0	0	0	0	0
Trenton Correctional Institution	0	0	0	2	0	2
Turbeville Correctional Institution	0	3	0	3	0	6
Tyger River Correctional Institution	0	0	0	0	0	0
Wateree River Correctional Institution	0	0	0	0	0	0
Kirkland Reception and Evaluation Center	0	2	0	1	0	3

Applications Completed by Facility

From July 1, 2018 through April 30, 2019, there were six SC Thrive sites at correctional facilities. In May 2019, additional 14 sites were added, bringing the total correctional sites to 20.

Application data includes the following types:

- SNAP
- Medicaid
- TANF
- Welvista
- Medicare RX Help

MEMORANDUM OF AGREEMENT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
AND
SOUTH CAROLINA DEPARTMENT OF
ALCOHOL AND OTHER DRUG ABUSE SERVICES

This MOA is entered into by and between the South Carolina Department of Corrections, 4444 Broad River Road, P.O. Box 21787, Columbia, South Carolina, 29212-1787, hereinafter referred to as "SCDC," and the South Carolina Department of Alcohol and Other Drug Abuse Services, 2414 Bull Street, Columbia, South Carolina 29202, P.O. Box 8268, Columbia South Carolina, 29202, hereinafter referred to as the "DAODAS."

The parties of this MOA agree as follows:

Both parties enter into this MOA in an effort to assist Youthful Offenders with substance use disorders, as they leave SCDC and transition into the community. Through the *Step UP!* Project, DAODAS will collaborate with SCDC's reentry services for Youthful Offenders called Intensive Supervision Services (ISS). The Youthful Offender population consists of young adults, male and female, sentenced to SCDC between the ages of 17 – 25 through the Youthful Offender Act.

Drug free workplace:

By signing this contract, Contracting Party certifies that they will comply with all applicable provisions of The Drug-free Workplace Act, South Carolina Code of Laws Section 44-107-10 et seq., as amended.

A. Term and Termination:

Subject to other provisions, the terms of this Agreement are effective upon final date of signature and will run until June 30, 2019. This Agreement will automatically renew each year for a maximum of 4 renewals unless written notification is provided by either party of its decision not to renew. Either party may terminate this Agreement at any time with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party.

B. Payment for Services:

The South Carolina Department of Alcohol and Other Drug Abuse Services (DAODAS) provides prevention, intervention and treatment services to the citizens of South Carolina. As the single state authority for substance use services, the department

contracts with 32 local alcohol and drug treatment providers covering the 46 counties of the state. Following is the menu of services that will be provided to the participants in the *Step UP!* Project through the 32 local alcohol and drug treatment providers contracted by DAODAS:

Service Menu

Types of Service	Interval	Cost
Diagnostic Assessment	As needed	\$160.00 per assessment
Substance Abuse Assessment Follow-up	As needed	\$80.00 per follow-up
Service Plan Development	As needed	\$45.71 with client \$26.10 without client
Individual Counseling	1-4 times per week (1 hour per session)	\$80.00 per hour
Group Counseling	1-4 times per week (1 hour per session)	\$24.00 per hour
Laboratory Urine Drug Screen	Only if needed	\$50.00 per screen
Handheld Urine Drug Screen	As needed-preferred to laboratory screen	\$20.00 per screen
Medication Assisted Treatment (MAT)		
• Vivitrol	Monthly	\$1,343 per shot or up to \$5,000 per client for 4 shots \$3.88 administrative cost per shot
• Methadone	Daily	\$13.00/dose
• Buprenorphine	Monthly	\$300.00

Note: Some clients may need to access ASAM level II bundled services, which are billed at a different rate than the above services.

Additionally, SCDC will pay DAODAS the following administrative costs:

Positions	Salaries	Fringe	Operating Cost	
Contract Manger	\$2,901	\$928	\$1,000	
Prior Authorization Process	\$3,490	\$1,117	\$1,000	
Financo/Aoct Payable	\$2,700	\$864	\$1,000	
Proposed Administrative Services Cost	\$9,091	\$2,909	\$3,000	\$15,000

DAODAS understands and affirms that if invoices are not received within the timeframe outlined below or if invoices are incorrect when received, SCDC may adjust and deduct the above administrative costs. Further deductions may be made if the community authorities fail to document and notify Intensive Supervision Officers per the Scope of Services below. Any adjustments or deductions of the administrative costs are not to exceed 10% of the monthly reimbursement request. Furthermore, the above administrative costs cannot and will not be increased unless there is an increase in the volume of services provided by DAODAS and SCDC agrees to such increase in writing.

County authorities will obtain prior authorization of clients from DAODAS for clinical services for up to \$1,000. When these funds are depleted, they may be authorized for another \$1,000 per client. Once the total of \$2,000 is depleted, county authorities will continue to provide services for clients until their needs are met.

County authorities will obtain prior authorization for clients from DAODAS for Medication Assisted Treatment (MAT) for up to \$5,000, or 4 shots per client, in addition to \$2,000 for clinical services. Once the total of \$2,000 for clinical services is depleted, county authorities will continue to provide services for clients until their needs are met. Additional authorization will be required to provide continued MAT once the \$5,000 is depleted. SCDC must be consulted with prior to MAT being provided for all *Step UP!* Project participants.

Local providers will be reimbursed through DAODAS for these services and must provide an invoice that includes the name of each client served, as well as the type of service provided. Invoices must be received by SCDC within 30 days following the month during which services were provided. The total amount of fees that may be paid to DAODAS during the term of this Agreement is \$100,000. Fees will be paid to DAODAS for services rendered.

C. Scope of Services:

Working closely with the Intensive Supervision Officers (ISOs), the *Step UP!* Project will provide educational and treatment services and will strive to:

- Decrease the offender's chances of returning to SCDC;
- Increase the number of offenders with substance use disorders who access treatment services;
- Increase the number of offenders retained in treatment;
- Promote access to resources to increase employment opportunities;
- Improve outcomes for those who are experiencing diagnosable substance use disorders;
- Provide structure to assist the offenders in becoming productive and law-abiding citizens;
- Strengthen family systems;
- Increase each offender's ability to cope with daily life challenges;
- Increase continued recovery including medication assisted recovery from alcohol and other drug (AOD) use;
- Increase offenders' overall functioning.

Specifically, the project will help offenders develop an environment that reinforces positive behavior patterns by offering services designed to strengthen life skills. It also will provide AOD treatment services and connect offenders with positive support networks in their communities.

Participants will be referred by SCDC to the county alcohol and drug abuse authorities. The county authorities will then offer intake and orientation – and conduct a diagnostic assessment or assessment update – for all referred individuals, if possible, within 72 hours. SCDC's Division Director for Young Offender Parole and Reentry Services will provide authorization for payment to the appropriate county authority for all referrals made by the ISOs. SCDC has set release dates that allow county authorities to plan for scheduled intakes, applications, and orientations. Participants may remain in services for approximately 60 to 90 days. The county authorities will document and notify the ISOs of each individuals' progress, compliance, participation, attendance, and drug screen results once a month. Interventions are most effective when behavior or situations are addressed immediately, so the ISO will be notified within 72 hours of a participant's failure to attend services or to have a positive drug screen. The county authorities will make referrals to inpatient treatment or other services that are outside the scope of practice of the local agency.

ISOs will refer clients for services via fax or email using a referral form. The county authority will then obtain prior authorization for the offender's services through DAODAS. The county authorities may recommend additional services following the completion of a diagnostic assessment or substance abuse assessment follow-up. Clinical staff will consult with the offender, treatment team, and ISO if additional services are recommended. SCDC's Division Director for Young Offender Parole and Reentry Services will provide authorization for payment to the appropriate county authority for all participants.

In working with the project participants, the county authorities will utilize evidence-based treatment modalities (e.g., Cognitive Behavioral Therapy, Motivational Interviewing, and Motivational Enhancement Therapy). Treatment services will focus on the physical effects of alcohol and other drugs, the impact that substances have on the human physiological system, the progression of the disease of addiction, identifying triggers and the process of recovery, developing coping skills, and reinforcing the ability to function in society without substance use.

In conjunction with psychosocial treatment, Medication Assisted Treatment (MAT) may also be considered for *Step UP!* Project participants with opioid or alcohol use disorders. Medications recommended may include Buprenorphine, Methadone, and Vivitrol. Those participants recommended for MAT may be in the community or transitioning from prison to the community. Participation with MAT must be voluntary. There should be a warm handoff for these clients from their ISO to the local provider.

The local provider will pre-certify offenders for Vivitrol shots with Virginia Ervin at DAODAS and bill DAODAS through the SCDC contract for the costs of the shots. If Buprenorphine or Methadone meet the offender's needs, they will be reimbursed through the SCDC contract. Only clients returning to counties where MAT is available will be offered this service.

The ultimate goal of every participant is to achieve a drug-free life and to improve individual functioning as they become productive citizens within their communities. Completion of *Step UP!* Project may be measured by such criteria as: maintaining abstinence, no reoccurrence of criminal offenses, stable employment or enrollment in school, and stable housing. Participants will be assessed based on their individual progress while receiving services, staffed with their ISOs, and dismissed as "completed."

A final status report on each participant will be forwarded to the ISO by the end of the month in which the participant completes the program.

D. Agreement Modification:

Modifications to provisions of this Agreement shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Agreement if state revisions of any applicable laws, regulations or increases/decreases in allocations make changes in this Agreement necessary. There are no obligations to agree by either party.

E. Additional Responsibilities:

Each party agrees to be liable only for the acts or omissions of its own employees, agents, and servants. Except as otherwise agreed herein, the SCDC will not be responsible for the health, welfare, or care of the parolees residing at the facility and will not be liable in the event any parolee is injured, or becomes ill, or dies.

F. Independent Agent Status:

In the performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that DAODAS is at all times acting and performing as an independent agent. Nothing in the Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

G. Assignment:

DAODAS agrees to neither assign the responsibility of this Agreement to another party nor execute any sub-Agreement for any of the work contemplated under this Agreement without prior written approval of the SCDC's Agreement Manager.

H. Severability:

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

This Agreement will be governed by and construed in accordance with the laws of the State of South Carolina.

This Agreement contains all the terms and conditions agreed upon by the parties.


SOUTH CAROLINA DEPARTMENT
OF CORRECTIONS



Bryan P. Stirling, Director

DATE: 10/15/18

SOUTH CAROLINA DEPARTMENT
OF DRUG & OTHER SUBSTANCE
ABUSE SERVICES



Sara Goldsby, Acting Director

DATE: 11/13/18

**QUALIFIED SERVICE ORGANIZATION AGREEMENT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF ALCOHOL AND OTHER DRUG ABUSE
SERVICES
AND
SOUTH CAROLINA DEPARTMENT OF CORRECTION**

Preamble

The federal Health Insurance Portability and Accountability Act of 1996 authorized the Department of Health and Human Services and its Office for Civil Rights to promulgate administrative regulations concerning the security and confidentiality of certain "protected" health information. The Privacy Rule at 45 C.F.R. 160 and 164, places certain restrictions upon the sharing of individually identifiable health information unless and until certain assurances are given that the information shared will be protected in the hands of the receiving agency. The Confidentiality Law at 42 C.F.R. Part 2 provides confidentiality for patients entering substance abuse treatment.

The Agencies, hereinafter PARTIES, to this Qualified Service Organization Agreement (QSOA) are the South Carolina Department of Alcohol and Other Drug Abuse Services ("DAODAS") and the South Carolina Opioid Treatment Providers ("OTP"). By signature of the authorized designee for each agency, the PARTIES agree to comply with the terms of this Agreement which shall be effective upon the date the last party executes this document.

I. PURPOSE. The PARTIES mutually assure each other that they will protect the confidentiality of any and all Protected Health Information shared with or made available to other PARTIES.

II. DEFINITIONS

- a. Law means the Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information found at 45 C.F.R. Parts 160 and 164 and the Confidentiality Law 42 C.F.R. Part 2.
- b. Protected Health Information (PHI) means any information including demographic information whether oral or recorded in any form or medium that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and is transmitted or maintained in electronic or any other form or medium. (See 45 C.F.R. 160.103)
- c. Required By Law means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and which is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a

civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

- d. Covered entity means any health plan, any health care clearinghouse, and those health care providers electronically transmitting any personally identifiable health information in electronic form to carry out financial or administrative activities related to health care in connection with one of the following:
- Health care claims or equivalent encounter information.
 - Health care payment and remittance advice.
 - Coordination of benefits.
 - Health care claim status.
 - Enrollment and disenrollment in a health plan.
 - Eligibility for a health plan.
 - Health plan premium payments.
 - Referral certification and authorization.
 - First report of injury.
 - Health claims attachments.
 - Other transactions for which an electronic transmission standard has been adopted as may be prescribed by regulation.
- a. Other terms used but not otherwise defined in this AGREEMENT shall have the same meaning as those terms have in the Privacy Rule.

III. OBLIGATIONS AND ACTIVITIES

- a. PARTIES agree not use or disclose PHI other than as permitted or required by HIPAA and 42 CFR Part 2 laws, and other applicable law or as provided in this AGREEMENT.
- b. PARTIES agree to use appropriate reasonable safeguards to prevent further use or disclosure of the PHI except when disclosure is required by law or permitted by this AGREEMENT.
- c. PARTIES agree to report any wrongful use or disclosure of the PHI not provided for by this AGREEMENT as soon as they become aware of it.
- d. PARTIES agree to assure that anyone acting on their behalf, including a contracted service provider, who receives PHI from a PARTY, will comply with terms that accomplish the objectives of this AGREEMENT, and that any subsequent or alternate disclosures of PHI beyond those acting on the PARTY'S behalf will be compliant with the Privacy Rule and its provisions as well as 42 CFR Part 2 and other applicable law.

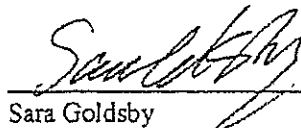
- e. PARTIES agree to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to facilitate disclosure accountings, complaint management, compliance oversight, or other administrative compliance measures required under the Privacy Rule.
- f. PARTIES agree to notify each other about material changes in their privacy policies and procedures, or relative to a permissive use or disclosure of PHI that may affect subsequent uses and disclosures.
- g. PARTIES agree to provide annual educational sessions to all employees accessing these data and require each employee to sign a confidentiality contract.

IV. PERMITTED USES AND DISCLOSURES

- a. PARTIES may use or disclose PHI as required by law or as authorized and permitted in accordance with this AGREEMENT.
- b. PARTIES agree that all disclosures of PHI will be done under an Authorization/Consent for Release of Data adhering to HIPAA and 42 CFR Part 2 law, and other applicable law.
- c. PARTIES agree that uses and disclosures of PHI permitted for the proper management and administration of governmental operations, to carry out the legal responsibilities of state business within each respective agency, or as required by law will be limited to the amount reasonably necessary to meet the purpose for which the PHI is to be used or disclosed.
- d. PHI shared as a part of this AGREEMENT will be securely transmitted and maintained in Box Enterprise, a HIPAA and HITECH compliant cloud storage system. DAODAS and Box Enterprise are in BAA. PHI shared between the PARTIES for the purpose of audit and evaluation will be deleted from Box Enterprise in 45 days.

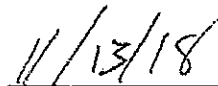
V. TERM AND TERMINATIONS

- a. Term. This agreement shall be effective upon the date of the last signature below and shall continue in full force and effect subject to annual review by the PARTIES. This AGREEMENT shall continue in effect until terminated in writing by any party at any time.
- e. Effect of Termination. When practicable, where permitted by South Carolina Law, and where mutually agreed upon by the PARTIES, a PARTY shall return or destroy all PHI received from any other PARTY.



Sara Goldsby

S. C. Department of Alcohol and Other Drug Abuse Services



Date

Wayne P. Stung 10/15/18
S. C. Department of Correction Date

contract #2908

MEMORANDUM OF AGREEMENT
Between
The South Carolina Department of Employment and Workforce
And
The South Carolina Department of Corrections
Concerning
Camille Griffin Graham Correctional Institute Project

This Memorandum of Agreement (Agreement) is entered into between the South Carolina Department of Employment and Workforce (DEW) and the South Carolina Department of Corrections (SCDC).

Purpose and Legal Basis for the Agreement: DEW administers the Wagner-Peyser Act of 1933 ("Wagner-Peyser") for the State of South Carolina. SCDC administers a program created to help inmates that meet certain requirements and will be released within six months to receive training and assistance to develop work readiness. DEW will provide services under Wagner-Peyser to inmates meeting these criteria as part of the project at the Camille Griffin Graham Correctional Institution ("CGGCI"). The purpose of this Agreement is to jointly affirm the principle of inter-agency cooperation to work together to share information regarding these inmates to help them develop skills to become employed upon their release.

Roles and Responsibilities: In order to carry out the responsibilities under the program at CGGCI, SCDC and DEW hereby agree as follows:

- DEW shall provide one employee that will typically be available Monday through Friday during regular DEW business hours to facilitate the program.
- DEW's employee will be required to follow the policies and procedures that any contractor working within a SCDC facility must follow.
- SCDC will provide training for DEW's employee in an orientation and in any necessary follow-up training sessions to clearly identify the policies and procedures applicable to DEW's employee.
- DEW's employee will abide by SCDC's policies and procedures and SCDC's requirements for Third Party Providers. If a policy or procedure violation has been identified by SCDC or DEW, the Dispute Resolution process outlined below should be implemented to address the potential violation. SCDC may choose to refuse DEW's employee into CGGCI.
- DEW will retain control of measuring performance of DEW's employees in accordance with the Employee Performance Management System (EPMS) Policy. SCDC may provide feedback to the Point of Contact regarding DEW's employees' performance.
- SCDC shall provide work space for DEW's employee and space for the program to be used for workshops and training for use by DEW's employee and the inmates participating in the program.
- SCDC and DEW will be responsible for the costs associated with carrying out their respective roles and responsibilities outlined in this Agreement.
- DEW's Department of Information TECHNOLOGY (DoIT) will loan to SCDC computers for use in the program, as computers are available. SCDC's IT is authorized to place any firewall or necessary security measures and perform maintenance in order for the computers to be used by eligible inmates in the program.

- SCDC and DEW shall each appoint a member of their agency to act as a Point of Contact for the program.
- DEW and SCDC shall ensure that PII related to the individuals participating in the program and any sensitive data by either agency are accessed and transmitted by secure means.
- 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 the termination.
- Liability for disclosure of information shall transfer to an employee of the receiving agency that discloses information outside of the sole purpose of this agreement.

Compensation and Payment: SCDC agrees to pay DEW quarterly, with the total payment of the contract not to exceed \$60,000.00 to provide services under the Wagner-Peyser Act to participating inmates meeting the criteria located at CGGCI. Payments will be made within a reasonable time upon receipt of the bill from DEW.

Enforcement of Confidential Information: 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. S.C. Code Ann. § 41-29-150 and 160. DEW is also required to hold confidential and not publish unemployment compensation information, including wage records. 20 C.F.R. Part 603. In the event that confidential information is requested by SCDC, prior to any disclosures a separate confidentiality agreement for the request will be executed, as required by 20 C.F.R. Part 603. (See Attachment 1).

Breach: If any employee or agent thereof, fails to comply with any provision of this Agreement, the Agreement must be suspended, and further disclosure of information (including any disclosure being processed) is prohibited, until DEW is satisfied that corrective action has been taken and there will be no further breach.

Duration, Termination and Modification: This Agreement shall become effective on the date of the last signature affixed hereto and will automatically renew for up to four (4) contract terms, unless there is a change in law, a breach of this Agreement, or either party provides thirty (30) days' notice of termination of this Agreement.

- This Agreement may be terminated in the event that either SCDC or DEW loses a funding source for this program.
- In the event there is a change of law that impacts a portion of the program, the remaining terms and program objectives will remain in effect.
- This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice.
- In addition, this Agreement is terminable by either SCDC or DEW if it determines that the safeguards in the agreement are not adhered to by either SCDC or DEW.
- During the term of the Agreement, DEW representatives will consult with SCDC representatives at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or significant changes herein, of the data sharing to be performed under this Agreement.

- SCDC and DEW will monitor this agreement on an ongoing basis and it may be amended at any time by mutual consent. However, no amendments to the Agreement shall be valid unless in writing, signed by both parties and attached to this Agreement.

Dispute Resolution:

Both Parties will work in good faith to resolve problems and disputes as they arise. If a dispute arises which cannot be resolved after discussions between SCDC and DEW leadership, either official may request review by the appropriate SCDC Deputy Director and DEW Assistant Executive Director. The Deputy Director and the Assistant Executive Director, or their designees, shall review and discuss and make a good faith attempt to promptly resolve the dispute. If the Deputy Director and Assistant Executive Director are unable to resolve the dispute, Deputy Director or Assistant Executive Director may bring the matter to the attention of their State Director, who shall determine whether the matter is of such significance as to warrant a review by both State Directors.

Program Points of Contact:

DEW:

Grey Parks
South Carolina Department of
Employment and Workforce
P.O. Box 995
Columbia, South Carolina 29202
(803) 737-0086

SCDC:

Sandra Barrett
South Carolina Department of
Corrections
P.O. Box 21787
Columbia, South Carolina 29221
(803) 896-1235

Successors and Assigns: DEW and SCDC 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 and shall 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.

SC Department of Employment and Workforce

BY: Cheryl M. Stanton
Cheryl M. Stanton, Executive Director

7/26/16
Date

SC Department of Corrections

BY: Bryan P. Stirling
Bryan P. Stirling, SCDC Director

7/15/16
Date

**Attachment #1 to the Memorandum of Agreement Between South Carolina Department of
Employment and Workforce and the South Carolina Department of Corrections
Concerning Camille Griffin Graham Correctional Institute Project**

CONFIDENTIALITY AGREEMENT

BETWEEN

THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

AND

THE SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

This Confidentiality Agreement ("Agreement") is by and between the South Carolina Department of Employment and Workforce (DEW) and the South Carolina Department of Corrections, ("SCDC"). This Agreement shall address the confidentiality of data sharing in both the Memorandum of Agreement between the South Carolina Department of Employment and Workforce and the South Carolina Department of Corrections, Concerning Camille Griffin Graham Correctional Institute Project ("MOA").

PURPOSE: The purpose of this Agreement is to address the confidentiality requirements for SCDC employees who will have contact with information that DEW provides to SCDC upon request for the DEW/Camille Griffin Graham Correctional Institute Project for employment and training services. In the DEW/Camille Griffin Graham Correctional Institution Project, DEW is providing work readiness training and assistance under the Wagner-Peyser Act of 1933 ("Wagner-Peyser") to inmates that meet criteria established by SCDC and will be released within six months of receiving training or upon their release. The project is designed to help inmates develop skills to become employed upon their release.

The data exchanged between DEW and SCDC will be used for performance measurements and validating data.

POINTS OF CONTACT:

Points of Contact:

DEW:

Brenda Lisbon
Director
Business Intelligence Department
SC Department of Employment and Workforce
Post Office Box 995
Columbia, South Carolina 29202
Phone: 803-737-2813
Email: BLisbon@dew.sc.gov

SCDC:

Sandra R. Barrett
Deputy Director
Programs & Services
South Carolina Department of Corrections
Post Office Box 27187
Columbia, SC 29221
Phone: 803-896-8550
Email: Barrett.Sandra@doc.sc.gov

ARTICLE I

DURATION OF AGREEMENT

The duration of this Agreement shall follow DEW's activities with the Camille Griffin Graham Correctional Project. The confidentiality requirements of this Agreement shall survive the term of the MOA and the Agreement.

This Agreement may be amended in the event of changes in federal or state law regarding the confidentiality of Unemployment Compensation (UC) information, specifically information contained in unemployment insurance wage records.

ARTICLE II

APPLICABLE CONFIDENTIALITY LAWS, REGULATIONS, and POLICIES

This Agreement is subject to applicable federal and state laws and regulations, 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 ;
7. SC Department of Employment and Workforce Personal Identification Information (PII) Handling and Confidentiality Policy; and
8. The Rehabilitation Act of 1973 as amended, 34 C.F.R. § 361.38.

ARTICLE III

DEFINITIONS

1. CONFIDENTIAL UC INFORMATION DEFINED

Confidential Information includes information in DEW's records that pertains to the administration of UC, including wage reports. *See* 20 C.F.R. § 603.2. The following is a list of confidential UC information that may be viewed by SCDC employees who are designated to handle data for the purpose of measuring the performance of the pre-release program and validating data. The types of data include, but are not limited to, an individual's and/or employing unit's:

1. Name, Address, and Phone Number
2. Social Security Number/Tax Identification Number
3. Wage history
4. Employer identity
5. Any identifying particulars that in combination with publicly accessible information would identify the individual or employing unit.

2. NATIONAL DIRECTORY OF NEW HIRES DATA

"Information which can be used to distinguish or trace an individual's identity, such as their name, Social Security number, biometric records, etc. alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc." Office of Management and Budget M-07-16.

4. 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 requested by SCDC for the purpose of measuring the success of pre-release program and validating data.

SCDC will request information and DEW will provide SCDC with individualized level data only when deemed necessary for performance measures and for validating data for any of the pre-release program that DEW partners with SCDC.

Access will be limited to SCDC's authorized employees who have completed Attachment A. Information disclosed pursuant to this agreement includes any and all information included in the data.

ARTICLE V

PURPOSES FOR REQUESTING INFORMATION

Those who request or receive information under this Agreement are limited to those with a need to access for the following purposes: specifically the employees, who will be involved with measuring the performance of the pre-release program and validating data.

ARTICLE VI

REQUIRED SAFEGUARDS

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

The individual recipient of any confidential UC 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.

The agency/entity recipient of any confidential UC information 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 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)
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 and/or the destruction of the information, as instructed and approved by DEW. In the event that DEW opts for the destruction of the information, SCDC 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

SCDC is not authorized to disclose any confidential or individualized information that DEW sends without DEW's prior written authorization.

Unless otherwise authorized in this Agreement, SCDC may not redisclose confidential information or PII without the written authorization of DEW. In the event DEW authorizes redisclosure of confidential UC information or PII, by regulation DEW is authorized only 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)).

SCDC will make requests for information, as needed. Information will be securely sent to SCDC either through encrypted files or through a Secured File Transfer Protocol (SFTP). When data includes confidential UC information, DEW will respond through encrypted file or through a Secured File Transfer Protocol (SFTP).

SCDC agrees to safeguard this information as described in federal and state law, including but not limited to 20 C.F.R. Part 603. SCDC will instruct the designated employees 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. SCDC will agree to limit the access of the documents to designated employees who will sign the Confidentiality Agreement (See Attachment A). In the event the designated employee is discharged or leaves his or her position with SCDC, SCDC insures the former employee will not have access to the documents contained therein.

ARTICLE IX

COSTS FOR FURNISHING INFORMATION

Pursuant to 20 C.F.R. § 603.5, DEW will address costs with SCDC, as needed, based upon the request the made.

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, and further disclosure of information (including any disclosure being processed) is 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, and SCDC must be required to surrender to DEW all confidential UC information (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, as described in Article VI.

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. S.C. Code Ann. § 41-29-160 and 20 C.F.R. Part 603. In the event an employee or member of DEW violates a state provision, the person may 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 is permitted by federal statute or regulation. SC Code Ann. § 41-29-170(B)(1)(c). When disclosure is permitted, the person or organization shall use the information or records solely for the purposes for which the information was disclosed and shall be bound by the same rules of privacy and confidentiality as department employees, including the penalties described in this section. S.C. Code Ann. § 41-29-170(B)(1)(d) (private or public person/organization needed to assist in operation of department).

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

Termination and Modification: This Agreement may be terminated by either party upon thirty (30) days written notice. Should either party terminate this Agreement, SCDC's employees shall no longer have access to confidential UC information and will be required, at DEW's discretion,

to return the information to DEW's Office of General Counsel or a certificate of destruction at the time of the regularly scheduled 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 terminable by DEW if it determines that the safeguards in the agreement are not adhered to by SCDC .

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 SCDC 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

South Carolina Department of
Corrections


Cheryl M. Stanton, Executive Director


Bryan P. Stirling, Executive Director

7/28/16
Date

7/15/16
Date

ATTACHMENT A- TO BE SIGNED BY AUTHORIZED EMPLOYEE(S)

CONFIDENTIALITY AGREEMENT REGARDING DEW INFORMATION

ORGANIZATION NAME South Carolina Department of Corrections

EXECUTIVE SIGNATURE _____

EMPLOYEE NAME _____

EMPLOYEE POSITION _____

DATE _____

I understand that the South Carolina Department of Corrections ("SCDC") has received and/or will continue to receive confidential unemployment compensation information from the South Carolina Department of Employment and Workforce pursuant to the attached Confidentiality Agreement ("Agreement").

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

- use confidential unemployment compensation information only as authorized by DEW;
- safeguard all confidential unemployment compensation information in accordance with this agreement and your agency confidentiality rules; and
- not to 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 unemployment compensation 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.

User

Signature _____

Date _____

MEMORANDUM OF AGREEMENT
Between
The South Carolina Department of Employment and Workforce
And
The South Carolina Department of Corrections
Concerning
Kershaw Correctional Institution Project

This Memorandum of Agreement (Agreement) is entered into between the South Carolina Department of Employment and Workforce (DEW) and the South Carolina Department of Corrections (SCDC).

Purpose and Legal Basis for the Agreement: DEW administers the Wagner-Peyser Act of 1933 ("Wagner-Peyser") for the State of South Carolina. SCDC administers a program created to help inmates that meet certain requirements and will be released within six months to receive training and assistance to develop work readiness. DEW will provide services under Wagner-Peyser to inmates meeting these criteria as part of the project at the Kershaw Correctional Institution ("Kershaw"). The purpose of this Agreement is to jointly affirm the principle of inter-agency cooperation to work together to share information regarding these inmates to help them develop skills to become employed upon their release.

Roles and Responsibilities: In order to carry out the responsibilities under the program at MCI, SCDC and DEW hereby agree as follows:

- DEW shall provide one employee that will typically be available Monday through Friday during regular DEW business hours to facilitate the program.
- DEW's employee will be required to follow the policies and procedures that any contractor working within a SCDC facility must follow.
- SCDC will provide training for DEW's employee in an orientation and in any necessary follow-up training sessions to clearly identify the policies and procedures applicable to DEW's employee.
- DEW's employee will abide by SCDC's policies and procedures and SCDC's requirements for Third Party Providers. If a policy or procedure violation has been identified by SCDC or DEW, the Dispute Resolution process outlined below should be implemented to address the potential violation. SCDC may choose to refuse DEW's employee into MCI.
- DEW will retain control of measuring performance of DEW's employees in accordance with the Employee Performance Management System (EPMS) Policy. SCDC may provide feedback to the Point of Contact regarding DEW's employees' performance.
- SCDC shall provide work space for DEW's employee and space for the program to be used for workshops and training for use by DEW's employee and the inmates participating in the program.
- SCDC and DEW will be responsible for the costs associated with carrying out their respective roles and responsibilities outlined in this Agreement.

- DEW's Department of Information TECHNOLOGY (DoIT) will loan to SCDC computers for use in the program, as computers are available. SCDC's IT is authorized to place any firewall or necessary security measures and perform maintenance in order for the computers to be used by eligible inmates in the program.
- SCDC and DEW shall each appoint a member of their agency to act as a Point of Contact for the program.
- DEW and SCDC shall ensure that PII related to the individuals participating in the program and any sensitive data by either agency are accessed and transmitted by secure means.
- 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 the termination.
- Liability for disclosure of information shall transfer to an employee of the receiving agency that discloses information outside of the sole purpose of this agreement.

Compensation and Payment: SCDC agrees to pay DEW quarterly, with the total payment of the contract not to exceed \$60,000 to provide services under the Wagner-Peyser Act to participating inmates meeting the criteria located at Kershaw. Payments will be made within a reasonable time upon receipt of the bill from DEW.

Enforcement of Confidential Information: 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. S.C. Code Ann. § 41-29-150 and 160. In the event that confidential information is requested by SCDC, prior to any disclosures a separate confidentiality agreement for the request will be executed.

Breach: If any employee or agent thereof, fails to comply with any provision of this Agreement, the Agreement must be suspended, and further disclosure of information (including any disclosure being processed) is prohibited, until DEW is satisfied that corrective action has been taken and there will be no further breach.

Duration, Termination and Modification: This Agreement shall become effective on the date of the last signature affixed hereto and will continue in effect for five (5) years, unless there is a change in law, a breach of this Agreement, or either party provides thirty (30) days' notice of termination of this Agreement.

- This Agreement may be terminated in the event that either SCDC or DEW loses a funding source for this program.
- In the event there is a change of law that impacts a portion of the program, the remaining terms and program objectives will remain in effect.

- This Agreement may be terminated by either party upon thirty (30) days written notice.
- In addition, this Agreement is terminable by either SCDC or DEW if it determines that the safeguards in the agreement are not adhered to by either SCDC or DEW.
- During the term of the Agreement, DEW representatives will consult with SCDC representatives at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or significant changes herein, of the data sharing to be performed under this Agreement.

SCDC and DEW will monitor this agreement on an ongoing basis and it may be amended at any time by mutual consent. However, no amendments to the Agreement shall be valid unless in writing, signed by both parties and attached to this Agreement.

Dispute Resolution:

Both Parties will work in good faith to resolve problems and disputes as they arise. If a dispute arises which cannot be resolved after discussions between SCDC and DEW leadership, either official may request review by the appropriate SCDC Deputy Director and DEW Assistant Executive Director. The Deputy Director and the Assistant Executive Director, or their designees, shall review and discuss and make a good faith attempt to promptly resolve the dispute. If the Deputy Director and Assistant Executive Director are unable to resolve the dispute, Deputy Director or Assistant Executive Director may bring the matter to the attention of their State Director, who shall determine whether the matter is of such significance as to warrant a review by both State Directors.

Drug Free Workplace:

Both Parties agree to comply with the Drug Free Workplace Act, Section 44-107-10 et. Seq. of the South Carolina code of Laws to provide a drug free workplace.

Program Points of Contact:

DEW:

Grey Parks
South Carolina Department of
Employment and Workforce
P.O. Box 995
Columbia, South Carolina 29202
(803) 737-0086

SCDC:

Nena Staley
South Carolina Department of
Corrections
P.O. Box 21787
Columbia, South Carolina 29221
(803) 896-8550

Successors and Assigns: DEW and SCDC 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 and shall 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.

SC Department of Employment and Workforce

BY: 
Cheryl M. Stanton, Executive Director

9/20/18
Date

SC Department of Corrections

BY: 
Bryan P. Stirling, SCDC Director

9/10/18
Date

**Attachment #1 to the Memorandum of Agreement Between South Carolina Department of
Employment and Workforce and the South Carolina Department of Corrections
Concerning Kershaw Correctional Institution Project**

CONFIDENTIALITY AGREEMENT

BETWEEN

THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

AND

THE SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

This Confidentiality Agreement ("Agreement") is by and between the South Carolina Department of Employment and Workforce (DEW) and the South Carolina Department of Corrections, ("SCDC"). This Agreement shall address the confidentiality of data sharing in both the Memorandum of Agreement between the South Carolina Department of Employment and Workforce and the South Carolina Department of Corrections, Concerning Kershaw Correctional Institution Project ("MOA").

PURPOSE: The purpose of this Agreement is to address the confidentiality requirements for SCDC employees who will have contact with information that DEW provides to SCDC upon request for the DEW/Kershaw Correctional Institution Project for employment and training services. In the DEW/Kershaw Correctional Institution Project, DEW is providing work readiness training and assistance under the Wagner-Peyser Act of 1933 ("Wagner-Peyser") to inmates that meet criteria established by SCDC and will be released within six months of receiving training or upon their release. The project is designed to help inmates develop skills to become employed upon their release.

The data exchanged between DEW and SCDC will be used for performance measurements and validating data.

POINTS OF CONTACT:

Points of Contact:

DEW:

Grey Parks
SC Department of Employment and Workforce
Post Office Box 995
Columbia, South Carolina 29202
Phone: 803-737-0086
Email: Bparks@dew.sc.gov

SCDC:

Nena Staley
Deputy Director
Programs & Services
South Carolina Department of Corrections
Post Office Box 27187
Columbia, SC 29221
Phone: 803-896-8550
Email: Staley.Nena@doc.sc.gov

ARTICLE I

DURATION OF AGREEMENT

The duration of this Agreement shall follow DEW's activities with the Kershaw Correctional Project. The confidentiality requirements of this Agreement shall survive the term of the MOA and the Agreement.

This Agreement may be amended in the event of changes in federal or state law regarding the confidentiality of Unemployment Compensation (UC) information, specifically information contained in unemployment insurance wage records.

ARTICLE II

APPLICABLE CONFIDENTIALITY LAWS, REGULATIONS, and POLICIES

This Agreement is subject to applicable federal and state laws and regulations, 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 ;
7. SC Department of Employment and Workforce Personal Identification Information (PII) Handling and Confidentiality Policy; and
8. The Rehabilitation Act of 1973 as amended, 34 C.F.R. § 361.38.

ARTICLE III

DEFINITIONS

1. CONFIDENTIAL UC INFORMATION DEFINED

Confidential Information includes information in DEW's records that pertains to the administration of UC, including wage reports. *See* 20 C.F.R. § 603.2. The following is a list of confidential UC information that may be viewed by SCDC employees who are designated to handle data for the purpose of measuring the performance of the pre-release program and validating data. The types of data include, but are not limited to, an individual's and/or employing unit's:

1. Name, Address, and Phone Number
2. Social Security Number/Tax Identification Number
3. Wage history
4. Employer identity
5. Any identifying particulars that in combination with publicly accessible information would identify the individual or employing unit.

2. NATIONAL DIRECTORY OF NEW HIRES DATA

"Information which can be used to distinguish or trace an individual's identity, such as their name, Social Security number, biometric records, etc. alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc." Office of Management and Budget M-07-16.

4. 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 requested by SCDC for the purpose of measuring the success of pre-release program and validating data.

SCDC will request information and DEW will provide SCDC with individualized level data only when deemed necessary for performance measures and for validating data for any of the pre-release program that DEW partners with SCDC.

Access will be limited to SCDC's authorized employees who have completed Attachment A. Information disclosed pursuant to this agreement includes any and all information included in the data.

ARTICLE V

PURPOSES FOR REQUESTING INFORMATION

Those who request or receive information under this Agreement are limited to those with a need to access for the following purposes: specifically the employees, who will be involved with measuring the performance of the pre-release program and validating data.

ARTICLE VI

REQUIRED SAFEGUARDS

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

The individual recipient of any confidential UC 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.

The agency/entity recipient of any confidential UC information 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 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)
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 and/or the destruction of the information, as instructed and approved by DEW. In the event that DEW opts for the destruction of the information, SCDC 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

SCDC is not authorized to disclose any confidential or individualized information that DEW sends without DEW's prior written authorization.

Unless otherwise authorized in this Agreement, SCDC may not redisclose confidential information or PII without the written authorization of DEW. In the event DEW authorizes redisclosure of confidential UC information or PII, by regulation DEW is authorized only 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)).

SCDC will make requests for information, as needed. Information will be securely sent to SCDC either through encrypted files or through a Secured File Transfer Protocol (SFTP). When data includes confidential UC information, DEW will respond through encrypted file or through a Secured File Transfer Protocol (SFTP).

SCDC agrees to safeguard this information as described in federal and state law, including but not limited 20 C.F.R. Part 603. SCDC will instruct the designated employees 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. SCDC will agree to limit the access of the documents to designated employees who will sign the Confidentiality Agreement (See Attachment A). In the event the designated employee is discharged or leaves his or her position with SCDC, SCDC insures the former employee will not have access to the documents contained therein.

ARTICLE IX

COSTS FOR FURNISHING INFORMATION

Pursuant to 20 C.F.R. § 603.5, DEW will address costs with SCDC, as needed, based upon the request the made.

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, and further disclosure of information (including any disclosure being processed) is 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, and SCDC must be required to surrender to DEW all confidential UC information (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, as described in Article VI.

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. S.C. Code Ann. § 41-29-160 and 20 C.F.R. Part 603. In the event an employee or member of DEW violates a state provision, the person may 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 is permitted by federal statute or regulation. SC Code Ann. § 41-29-170(B)(1)(c). When disclosure is permitted, the person or organization shall use the information or records solely for the purposes for which the information was disclosed and shall be bound by the same rules of privacy and confidentiality as department employees, including the penalties described in this section. S.C. Code Ann. § 41-29-170(B)(1)(d) (private or public person/organization needed to assist in operation of department).

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

Termination and Modification: This Agreement may be terminated by either party upon thirty (30) days written notice. Should either party terminate this Agreement, SCDC's employees shall no longer have access to confidential UC information and will be required, at DEW's discretion,

to return the information to DEW's Office of General Counsel or a certificate of destruction at the time of the regularly scheduled 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 terminable by DEW if it determines that the safeguards in the agreement are not adhered to by SCDC .

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 SCDC 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.

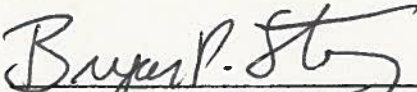
ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties. The contract is to be interpreted under the laws of the State of South Carolina.

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

South Carolina Department of
Corrections


Cheryl M. Stanton, Executive Director


Bryan P. Stirling, Executive Director

9/20/18
Date

9/10/18
Date

ATTACHMENT A- TO BE SIGNED BY AUTHORIZED EMPLOYEE(S)
CONFIDENTIALITY AGREEMENT
REGARDING
DEW INFORMATION

ORGANIZATION NAME South Carolina Department of Corrections
EXECUTIVE SIGNATURE _____
EMPLOYEE NAME _____
EMPLOYEE POSITION _____
DATE _____

I understand that the South Carolina Department of Corrections ("SCDC") has received and/or will continue to receive confidential unemployment compensation information from the South Carolina Department of Employment and Workforce pursuant to the attached Confidentiality Agreement ("Agreement").

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

- use confidential unemployment compensation information only as authorized by DEW;
- safeguard all confidential unemployment compensation information in accordance with this agreement and your agency confidentiality rules; and
- not to 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 unemployment compensation 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.

User
Signature _____ Date _____

MEMORANDUM OF AGREEMENT
Between
The South Carolina Department of Employment and Workforce
And
The South Carolina Department of Corrections
Concerning
Manning Correctional Institute Project

This Memorandum of Agreement (Agreement) is entered into between the South Carolina Department of Employment and Workforce (DEW) and the South Carolina Department of Corrections (SCDC).

Purpose and Legal Basis for the Agreement: DEW administers the Wagner-Peyser Act of 1933 ("Wagner-Peyser") for the State of South Carolina. SCDC administers a program created to help inmates that meet certain requirements and will be released within six months to receive training and assistance to develop work readiness. DEW will provide services under Wagner-Peyser to inmates meeting these criteria as part of the project at the Manning Correctional Institution ("MCI"). The purpose of this Agreement is to jointly affirm the principle of inter-agency cooperation to work together to share information regarding these inmates to help them develop skills to become employed upon their release.

Roles and Responsibilities: In order to carry out the responsibilities under the program at MCI, SCDC and DEW hereby agree as follows:

- DEW shall provide one employee that will typically be available Monday through Friday during regular DEW business hours to facilitate the program.
- DEW's employee will be required to follow the policies and procedures that any contractor working within a SCDC facility must follow.
- SCDC will provide training for DEW's employee in an orientation and in any necessary follow-up training sessions to clearly identify the policies and procedures applicable to DEW's employee.
- DEW's employee will abide by SCDC's policies and procedures and SCDC's requirements for Third Party Providers. If a policy or procedure violation has been identified by SCDC or DEW, the Dispute Resolution process outlined below should be implemented to address the potential violation. SCDC may choose to refuse DEW's employee into MCI.
- DEW will retain control of measuring performance of DEW's employees in accordance with the Employee Performance Management System (EPMS) Policy. SCDC may provide feedback to the Point of Contact regarding DEW's employees' performance.
- SCDC shall provide work space for DEW's employee and space for the program to be used for workshops and training for use by DEW's employee and the inmates participating in the program.
- SCDC and DEW will be responsible for the costs associated with carrying out their respective roles and responsibilities outlined in this Agreement.
- DEW's Department of Information TECHNOLOGY (DoIT) will loan to SCDC computers for use in the program, as computers are available. SCDC's IT is authorized to place any firewall or necessary security measures and perform maintenance in order for the computers to be used by eligible inmates in the program.

- SCDC and DEW shall each appoint a member of their agency to act as a Point of Contact for the program.
- DEW and SCDC shall ensure that PII related to the individuals participating in the program and any sensitive data by either agency are accessed and transmitted by secure means.
- 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 the termination.
- Liability for disclosure of information shall transfer to an employee of the receiving agency that discloses information outside of the sole purpose of this agreement.

Enforcement of Confidential Information: 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. S.C. Code Ann. § 41-29-150 and 160. In the event that confidential information is requested by SCDC, prior to any disclosures a separate confidentiality agreement for the request will be executed.

Breach: If any employee or agent thereof, fails to comply with any provision of this Agreement, the Agreement must be suspended, and further disclosure of information (including any disclosure being processed) is prohibited, until DEW is satisfied that corrective action has been taken and there will be no further breach.

Duration, Termination and Modification: This Agreement shall become effective on the date of the last signature affixed hereto and will continue in effect for two years, unless there is a change in law, a breach of this Agreement, or either party provides thirty (30) days' notice of termination of this Agreement.

This Agreement may be terminated in the event that either SCDC or DEW loses a funding source for this program.

In the event there is a change of law that impacts a portion of the program, the remaining terms and program objectives will remain in effect.

This Agreement may be terminated by either party upon thirty (30) days written notice.

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

During the term of the Agreement, DEW representatives will consult with SCDC representatives at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or significant changes herein, of the data sharing to be performed under this Agreement.

SCDC and DEW will monitor this agreement on an ongoing basis and it may be amended at any time by mutual consent. However, no amendments to the Agreement shall be valid unless in writing, signed by both parties and attached to this Agreement.

Dispute Resolution:

Both Parties will work in good faith to resolve problems and disputes as they arise. If a dispute arises which cannot be resolved after discussions between SCDC and DEW leadership, either official may request review by the appropriate SCDC Deputy Director and DEW Assistant Executive Director. The Deputy Director and the Assistant Executive Director, or their designees, shall review and discuss and make a good faith attempt to promptly resolve the dispute. If the Deputy Director and Assistant Executive Director are unable to resolve the dispute, Deputy Director or Assistant Executive Director may bring the matter to the attention of their State Director, who shall determine whether the matter is of such significance as to warrant a review by both State Directors.

Program Points of Contact:

DEW:

Darrell Scott
South Carolina Department of
Employment and Workforce
P.O. Box 995
Columbia, South Carolina 29202
(803) 737-3828

SCDC:

Sandra Barrett
South Carolina Department of
Corrections
P.O. Box 21787
Columbia, South Carolina 29221
(803) 896-8550

Successors and Assigns: DEW and SCDC 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 and shall 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.

SC Department of Employment and Workforce

BY: Cheryl M. Stanton
Cheryl M. Stanton, Executive Director

1/6/16
Date

SC Department of Corrections

BY: Bryan P. Stirling
Bryan P. Stirling, SCDC Director

12/22/15
Date

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And
The South Carolina Department of Corrections
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- DEW and SCDC shall ensure that PII related to the individuals participating in the program and any sensitive data by either agency are accessed and transmitted by secure means.
- 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 the termination.
- Liability for disclosure of information shall transfer to an employee of the receiving agency that discloses information outside of the sole purpose of this agreement.

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This Agreement may be terminated in the event that either SCDC or DEW loses a funding source for this program.

In the event there is a change of law that impacts a portion of the program, the remaining terms and program objectives will remain in effect.

This Agreement may be terminated by either party upon thirty (30) days written notice.

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

During the term of the Agreement, DEW representatives will consult with SCDC representatives at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or significant changes herein, of the data sharing to be performed under this Agreement.

SCDC and DEW will monitor this agreement on an ongoing basis and it may be amended at any time by mutual consent. However, no amendments to the Agreement shall be valid unless in writing, signed by both parties and attached to this Agreement.

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Drug Free Workplace:

Both Parties agree to comply with the Drug Free Workplace Act, Section 44-107-10 et. Seq. of the South Carolina code of Laws to provide a drug free workplace.

Program Points of Contact:

DEW:

Grey Parks
South Carolina Department of
Employment and Workforce
P.O. Box 995
Columbia, South Carolina 29202
(803) 737-3828

SCDC:

Nena Staley
South Carolina Department of
Corrections
P.O. Box 21787
Columbia, South Carolina 29221
(803) 896-8550

Successors and Assigns: DEW and SCDC 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 and shall be interpreted under the laws of the State of South Carolina.

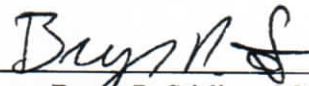
The signatories hereunder warrant and declare that they are duly authorized to execute this Agreement by virtue of their position and title.

SC Department of Employment and Workforce

BY: 
Cheryl M. Stanton, Executive Director

3/30/18
Date

SC Department of Corrections

BY: 
Bryan P. Stirling, SCDC Director

3/19/18
Date

MEMORANDUM OF AGREEMENT

The South Carolina Department of Corrections (SCDC) and the South Carolina Department of Employment Workforce (SCDEW) hereby enter this Memorandum of Agreement (Agreement) this ____ day of December 2018.

Article I. Introduction and Purpose

This Agreement sets forth the terms under which SCDC agrees to furnish information to SCDEW, pursuant to S.C. Code Ann. § 30-2-320.

Furthermore, the Agreement sets forth the responsibilities of SCDEW and SCDC with respect to the information obtained pursuant to the Agreement, and takes into account SCDEW's overall responsibilities, under Chapters 27 through 41 of Title 41 of the South Carolina Code of Laws.

SCDEW has a duty to determine eligibility for the Work Opportunity Tax Credit (WOTC), available for employers that hire felony offenders within one year of an individual's conviction or release date, or during work-release program participation. The data provided by SCDC will greatly assist SCDEW in making this determination.

Article II. Definitions

- A. "Disclosure" means the release of information (data) with or without the consent of the individual(s) to whom the information pertains.
- B. "Incarcerated Individuals" are individuals who are under confinement to a jail, prison or other penal institution or correctional facility, including any facility which is under the control and jurisdiction of the agency in charge of the penal system or any facility in which convicted or alleged criminals can be incarcerated.
- C. "Confinement" refers to incarceration in a jail, prison or other penal institution or correctional facility. An individual may be considered confined even though he/she is temporarily or intermittently outside of that facility, e.g., on work release, attending school, or hospitalized. However, such an individual is not considered confined during any period throughout which the individual is residing outside such institution at no expense (other than the cost of monitoring) to the institution or the penal system or to any agency to which the penal system has transferred jurisdiction over the individual.
- D. "SSN" means Social Security number.
- E. "Record" means any item, collection or grouping of information about an individual that is maintained by an entity including, but not limited to, the individual's criminal history, name, Social Security number, date of birth, gender, dates of confinement, place of confinement, and prisoner status.

Article III. Description of Records

A. General

SCDC will provide the data elements below for currently incarcerated individuals and those who have been released from confinement by the SCDC within the last 3 years. These records will be securely transmitted to SCDEW on a monthly basis. SCDEW will use this data to determine eligibility of the inmate with respect to the Work Opportunity Tax Credit.

B. SCDC Records

These records will be compiled from SCDC's automated offender management system.

C. Data Elements

SCDC agrees to provide the following specific data elements:

- Name (Last, First Middle)
- SSN
- Date of Birth (mm/dd/yyyy)
- CDR Code
- Admission Date (mm/dd/yyyy)
- Sentence Date (mm/dd/yyyy)
- Work Release Date (mm/dd/yyyy) if applicable
- Release Date (mm/dd/yyyy) if applicable
- Status
- County of Conviction

Article IV. Justification and Anticipated Results

The Work Opportunity Tax Credit is available for employers that hire felony offenders within one year of an individual's conviction or release date, or during work-release program participation. The data provided by SCDC will greatly assist SCDEW in determining eligibility for the WOTC. The sharing of this data is believed to be the most efficient and comprehensive method of verifying felony conviction and incarceration. There is no other administrative activity that could be employed to accomplish the same purpose with the same degree of efficiency.

Article V. Functions to be Performed

SCDC agrees to furnish SCDEW with an electronic file/record containing data on current and formerly incarcerated individuals as defined and specified in Articles II and III of this Agreement. The data will be submitted monthly showing the individuals incarcerated at

SCDC at that time and those released within the last 3 years. This data will be used by SCDEW to verify eligibility for the Work Opportunity Tax Credit.

Article VI. Records Usage, Duplication, and Redisclosure Restrictions

SCDEW agrees to the following limitations on the use of the incoming electronic files and the data contained therein:

- A. That the SCDC data records will be used and accessed only for the purposes stated in this Agreement.
- B. That the SCDC data records will not be duplicated or disseminated within or outside SCDEW other than redisclosure under conditions set forth in item D of this Article to other agencies authorized by law to have this same information.
- C. That the SCDC data records will be provided adequate security as stated in this Agreement.
- D. To the extent that SCDEW will redisclose any information provided by the SCDC to other agencies which are authorized by law to have this same information, such redisclosure shall be subject to the requirements of any applicable State and Federal law. No other redisclosure arrangements shall be implemented without prior notice to and written permission of SCDC. Such permission shall not be given unless the redisclosure is authorized by law or essential to this program.
- E. The SCDC data files remain the property of SCDC and will be destroyed when the necessary activity under the Agreement has been completed as provided in Article VII below.

Article VII. Procedures for Retention and Timely Destruction of Identifiable Records

SCDEW agrees to the following procedures for the retention and timely destruction of identifiable records:

SCDEW will retain all identifiable records received or generated for the period of time required for any processing related to the program and will then destroy the records within 12 months, unless the information has to be retained in individual claims files in order to meet evidentiary requirements. In the latter instance, SCDEW will retire identifiable records in accordance with the regulations promulgated by the South Carolina Department of Archives and History pursuant to S.C. Code Ann. Section 30-1-90(B) (S.C. Regulations 12-300 through 12-336).

Article VIII. Verification of Data

SCDEW acknowledges that the SSN, date of birth, and home address information in the SCDC data file is self-reported by the incarcerated individual and in most cases, not

verified by SCDC. SCDEW will confirm, in accordance with its policies and procedures, this data with regards to the WOTC eligibility determination.

Article IX. Safeguarding the Data

The following minimum safeguards will be afforded to the data provided by SCDC:

- A. Access to the data will be restricted to only those authorized employees, officials, and contractors who need it to perform their duties in connection with the intended use of the data. SCDEW will maintain a list of authorized users, available to SCDC upon request;
- B. The data will be stored in an area that is physically accessible only by authorized persons. The data will be transported under appropriate safeguards consistent with the manner in which it is stored and processed;
- C. The data will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the data;
- D. All personnel who will have access to the data will be advised of the confidential nature of the information, the safeguards required to protect the information, and the sanctions for noncompliance contained in the appropriate State and/or Federal law;
- E. SCDC reserves the right to make onsite inspections or other provisions for auditing compliance with this Agreement; and
- F. SCDC reserves the right to monitor compliance of systems security requirements during the lifetime of this Agreement.

Article X. Reimbursement

SCDC agrees to provide the data at no cost to SCDEW.

Article XI. Drug Free Workplace

Each party agrees to comply with the Drug Free Workplace Act, Section 44-107-10 et. Seq. of South Carolina code of Laws to provide a drug free workplace.

Article XII. Term of the Agreement

This Agreement will be effective after both parties have signed the Agreement and will continue until terminated by one or both parties. This Agreement may only be amended in writing if signed by both parties. This Agreement may be terminated at any time with the consent of both parties. Either party may terminate the Agreement upon written notice to the other party, in which case, the termination shall be effective 90 days after the date of the notice or at a later date specified in the notice.

Article XIII. Persons to Contact

- A. The SCDEW contact for policy questions concerning the agreement is:
Amy Hill,

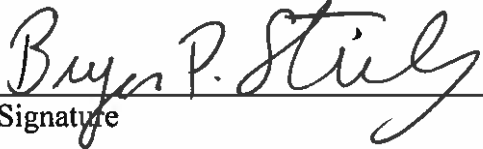
Work Opportunity Tax Credit and Federal Bonding Program Manager
AHill@dew.sc.gov
803-737-3228

B. The SCDC contact for the agreement is:

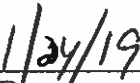
Trevis Shealy
Division Director, Resource and Information Management
Shealy.Trevis@doc.sc.gov
803-896-2095

In witness whereof, the parties hereby execute this Agreement.

Approved and Accepted by:


Signature

Bryan P. Stirling
Director
S.C. Department of Corrections


Date

Approved and Accepted by:


Signature

Jamie Suber
Acting Executive Director
**S.C. Department of Employment &
Workforce**


Date

STATE OF SOUTH CAROLINA) MEMORANDUM OF UNDERSTANDING -
) INMATE DRIVER'S LICENSE AND IDENTIFICATION
COUNTY OF RICHLAND) CARD CHARGES AND PRODUCTION

This Agreement is made and entered into by and between the South Carolina Department of Corrections (hereinafter called "SCDC") and the South Carolina Department of Motor Vehicles (hereinafter called "SCDMV"). It is effective from the day it is signed by both parties. It will remain in effect as long as SCDC continues to provide inmates with identification cards, initial driver's licenses, duplicate driver's licenses, or renewal driver's licenses, as appropriate, upon any inmate's release, as issued by SCDMV, or until either party cancels this agreement by written notice to the other.

WHEREAS SCDC anticipates certain inmates it currently incarcerates may have had driver's licenses or other forms of identification prior to incarceration or may be eligible to acquire licenses or other forms of identification at the times of their releases; and

WHEREAS SCDC is responsible for providing said inmates access to valid identification prior to their releases; and

WHEREAS SCDC desires to be able to provide released inmates with an opportunity for identification cards or driver's licenses to be used after they are released; and

WHEREAS, upon receiving a withdrawal request form from an inmate, SCDC will issue a check from the inmate's E.H. Cooper account for any charges already accrued at the time of any cancellation. SCDC will only issue a check from an inmate's E.H. Cooper account after receiving the proper withdrawal request form for these charges. In addition, if there are applicable charges for such driver's license renewals or duplicate driver's licenses as SCDC chooses to provide for its inmates prior to release, to include applicable charges, fines and fees accrued for violations, suspensions or stops as may be applicable to any inmate to be released, a check from the inmate's E.H. Cooper account must also include such charges; and

WHEREAS, if an inmate's E.H. Cooper account does not have sufficient funds for the issuance of a driver's license, SCDC will request that DCDMV issue an identification card.

THEREFORE, SCDMV agrees to provide identification cards or driver's licenses at the request of SCDC for such inmates if all identity documentation and licensing requirements are met. SCDMV will process such applications upon presentation of proper documentation and fees.

SCDMV also agrees to bring necessary equipment on to SCDC property to issue credentials, four times per year at dates and times which are mutually convenient to both agencies. When SCDMV staff arrives at a SCDC location, SCDC will authorize the admission of necessary equipment into SCDC facilities.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement and set their hands and seals on behalf of their respective entities.

SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

Bryan P. Stirling
Bryan P. Stirling, Director.

12/12/18
Date

M. Dayne Nailh
Witness

SOUTH CAROLINA
DEPARTMENT OF MOTOR VEHICLES

Kevin A. Shwedo
Kevin A. Shwedo, Executive Director

Date

Witness

**STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)**

AGREEMENT

This agreement is entered into by and between the South Carolina Department of Corrections, (hereinafter referred to as "SCDC") by its duly authorized Director, Bryan P. Stirling, and FreshStart Visions, a nonprofit agency in North Charleston, South Carolina, by its duly authorized CEO, Timothy Lee Terry, in order to establish the responsibilities of the parties in the manner, and regarding the matter, set forth below.

WHEREAS, FreshStart Visions, a provider of services including discipleship, reentry workshops, employment readiness activities, and other programs to assist incarcerated individuals prepare for a successful reentry to their communities;

WHEREAS, FreshStart Visions has interest in providing hard and soft skills training to offenders through its Men in Transition (MIT) program;

WHEREAS, SCDC has an interest in services provided to offenders making transition to society a warm hand off.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH BELOW, THE PARTIES HERETO AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this agreement is to the benefit of inmates in the custody/care of SCDC.

2. DUTIES OF FreshStart Visions

- a. FreshStart Visions' Men in Transition (MIT) program will provide training in subjects such as character building and "soft skills", vocational skills, and leadership development.
- b. FreshStart Visions will partner with SCDC Program, Reentry and Rehabilitative Services to provide support and services for SCDC initiatives, programs and projects where possible.;
- c. FreshStart Visions staff will coordinate with SCDC to establish a schedule for instruction.
- d. Prior to providing services, FreshStart Visions will consult with staff in reviewing the list of inmate participants;
- e. FreshStart Visions will coordinate all classes/activities of this program through the institution;
- f. FreshStart Visions agrees to monitor, manage and maintain participant's attendance and performance data;
- g. FreshStart Visions agrees to assist in employment placement that is aligned to the participant's abilities.
- h. FreshStart Visions agrees to facilitate employment opportunities.
- i. FreshStart Visions further acknowledges that photos of inmates may not be taken, used for publicity, or internet website purposes without the express written consent of SCDC.
- j. FreshStart Visions will safeguard the personal information of all inmates to whom training services are delivered, while maintaining confidentiality of all inmate applicants and participants.
- k. FreshStart Visions agrees all staff and/or representatives will comply with all SCDC policies and procedures.
- l. FreshStart Visions agrees that all instructors register as volunteers for SCDC and they agree to background screening prior to entering the institutions;
- m. FreshStart Visions will provide services at no cost to SCDC;

3. DUTIES OF SCDC

- a. SCDC will provide a quiet location for programming and classes.
- b. SCDC will assist in identifying inmates who are within 12 – 18 months of release.
- c. SCDC will not be responsible for any costs associated with services provided by FreshStart Visions, or any of its affiliates.
- d. SCDC will provide for the supervision of inmates consistent with this agreement.
- e. SCDC will strive to make the FreshStart Visions a successful program.

4. DEFENSE OF CLAIMS

FreshStart Visions shall hold harmless SCDC from and against any, and all claims, liabilities or judgments against SCDC, which are based upon the acts and/or omissions of SCDC and/or any of SCDC's employees, agents, contractors, or officers in connection with this agreement. When any employee, agent, contractor or officer of FreshStart Visions is named as a party to such action, FreshStart Visions will be responsible for the defense and settlement of such claim as it relates to any FreshStart Visions employee, agent, contractor or officer. When any of SCDC's employees, agents or officers are named as a party to an action, SCDC will be solely responsible for the defense and settlement of such claim as it relates to SCDC's employee, agent or officer.

5. LIABILITY

Each party hereto shall be liable for its own acts and omissions and the acts and omissions of its employees, agents and officers, and nothing herein shall impute or transfer liability to SCDC.

6. ENTIRE AGREEMENT AND ASSIGNMENT

This agreement constitutes the entire contract between the parties. No other prior or contemporaneous promise, obligation, statement or understanding between the parties, whether written or oral, shall be valid or binding. FreshStart Visions's rights and duties under this Agreement, whether in whole or in part, may not be assigned, delegated or transferred without the prior written consent of SCDC.

7. DRUG FREE WORKPLACE

Both Parties agree to comply with the Drug Free Workplace Act, Section 44-107-10 et. Seq. of the South Carolina code of Laws to provide a drug free workplace.

8. SEVERABILITY

Should any provision (or part thereof) of this agreement be held to be invalid and/or unenforceable, the remaining provisions shall remain in full force.

9. APPLICABLE LAW

This agreement is made under and shall be construed in accordance with the laws of the State of South Carolina. By executing this agreement, FreshStart Visions agrees to submit itself to the jurisdiction of the courts of the State of South Carolina for all matters arising of to arise hereunder, including, but not limited to, performance of said agreement and the payment of all sums applicable thereto.

10. TERM OF AGREEMENT

This agreement shall be for the period of one (1) year from the date of signature by both parties. On the anniversary date of the last signature, this agreement will automatically renew, for a term not to exceed three (3) additional years. After which, a new agreement will be negotiated.


11. TERMINATION OR MODIFICATION OF AGREEMENT

This agreement may be modified at any time by mutual consent of both parties. Either party may terminate the agreement by written notice to the other party, 15 days in advance of the termination. Notices should be sent by certified mail, return receipt requested, to the following individuals at the following addresses:

FreshStart Visions
Timothy Lee Terry, CEO
1935 Clements Avenue
North Charleston, SC 29045

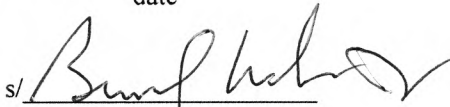
South Carolina Department of Corrections
Thomas Osmer, Deputy Director of
Administration
S.C. Department of Correction
4444 Broad River Road
Columbia, SC 29210

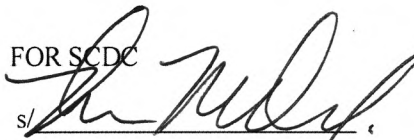
IN WITNESS WHEREOF, the parties to this agreement do hereby accept the foregoing terms and indicate such by affixing their signatures below.

FOR FreshStart Visions


EXECUTIVE DIRECTOR
title

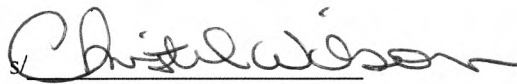
6/3/19
date

s/ 
witness

FOR SCDC


Deputy Director of Administration
title

5/23/19
date

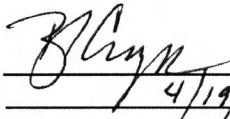
s/ 
witness

**SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
IMPACT STATEMENT FOR CONTRACTS
FISCAL YEAR 20¹⁹**

Contract Number: 3187 Contract Title: FreshStart Visions
Agency Area: Programs, Reentry and Rehabilitative Services
Proposal Prepared by: Rita Crapps
Phone Number: 803-896-1235 Accounting Codes: 10010000 N0401010 N040_1101
Contract Cost: No Cost
Contract Period: One Year from the Date of Signature by Both Parties

Please prepare a summary of the contract, and justification for entering into the contract. Will implementation of this contract create more costs to the Agency or will there be cost savings that will benefit the Agency?

FreshStart Visions will provide services including discipleship, reentry workshops, employment readiness activities and other programs to assist incarcerated individuals prepare for a successful reentry to their communities.

Signed: 
Date: 4/19/19

Please scan and attach this document to the Contract when entering into the Agency contract system. No contracts will be approved without this documentation.

SCDC FORM 15-28 (CREATED JULY, 2015)

9/28 In CMS system

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
IMPACT STATEMENT FOR CONTRACTS
FISCAL YEAR 20__

Contract Number: 3016 Contract Title: Goodwill / SCDC MOU
Agency Area: Programs & Services
Proposal Prepared by: Peggy Vols
Phone Number: 803 896 1235 Accounting Codes:
Contract Cost: \$ 0
Contract Period: 07/01/17 full term of grant (36 months)

Please prepare a summary of the contract, and justification for entering into the contract. Will implementation of this contract create more costs to the Agency or will there be cost savings that will benefit the Agency?

Goodwill, thru this grant, will provide services to include but not limited to education, job skills training and employment services while emphasizing the power of work through pre-release and post-release support, career services, and connectivity to vital community services that are integral to post-release success. These services will be provided male and female inmates at Manning Reentry Work Release Center and Camille Gramm C.I.

Signed: Peggy VolsDate: 9/28/17

Please scan and attach this document to the Contract when entering into the Agency contract system. No contracts will be approved without this documentation.

SCDC FORM 15-28 (CREATED JULY, 2015)

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AGREEMENT

This agreement is entered into between the South Carolina Department of Corrections, (hereinafter referred to as "SCDC") by its duly authorized Director, Bryan P. Stirling, or designated representative, and Goodwill Industries of Upstate/Midlands South Carolina, Inc. (hereinafter referred to as Goodwill), a non-profit organization providing services in the State of South Carolina, by its duly authorized President/CEO, Patrick Michaels. This agreement establishes the responsibilities of each party in the manner, and regarding the matter, set forth below.

WHEREAS, Goodwill is a "provider" of services, to include but not limited to education, job skills training, and employment services, with a mission to move individuals from unemployed to employed, while emphasizing the *power of work*, through prerelease and post-release support, career services, and connectivity to vital community services that are integral to post release success;

WHEREAS, Goodwill has a profound interest in providing prerelease, educational, and post-release opportunities to male and female inmates at the Manning Reentry/Work Release Center and Camille Graham Correctional Institution; and

WHEREAS, SCDC recognizes Goodwill as a partner that will provide necessary prerelease services to those who: are currently underserved, identified as returning to Greenville, Spartanburg or Richland counties upon release, and not participating in, or do not meet participant qualifications for the Department of Employment and Workforce's (DEW) Back to Work program;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH BELOW, THE PARTIES HERETO AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this agreement is to the benefit of male and female inmates in the custody/care of SCDC, who are located at the Manning Reentry/Work Release Center and Camille Graham Correctional Institution, and who are not participating in, or who do not meet participant qualifications for the DEW Back to Work program. The purpose of this agreement is to establish an arrangement through which identifiable male and female inmates receive pre and post-release services in an effort to reduce the occurrences of reoffending, thereby reducing South Carolina's rate of recidivism.

2. DUTIES OF GOODWILL

- a. Goodwill will be the program's administrator and fiscal agent.
- b. Goodwill will hire and employ necessary staff to provide pre and post-release case management services, according to the grant budget according to the grant budget.
- c. Goodwill staff will provide essential pre and post-release services and reporting data, to those previously incarcerated, according to DOL guidelines and requirements.
- d. Goodwill will use resources available from the National Reentry Resources Center (NRRC) for information and guidance related to reentry and the use of evidence-based practices and policies to reduce recidivism.

- e. Goodwill will create a Planning & Implementation (P&I) Guide during the first year of program operations. The P&I Guide will be a comprehensive program plan that incorporates evidence-based programs, policies, and practices.
- f. Goodwill staff will coordinate with SCDC to establish a schedule of dates and times during which prerelease services will be provided at the correctional institutions.
- g. Prior to providing services, Goodwill will consult with staff to review the list of inmate participants, who meet participation criteria that will be defined by SCDC.
- h. Coordinating with staff, Goodwill will create a waiting list of inmates who wish to participate in pre and post-release services.
- i. Goodwill will be mindful of canceling scheduled programs and instruction, without advance notification to the Warden or Warden's designee.
- j. Goodwill will maintain the confidentiality of those receiving services.
- k. Goodwill agrees all staff and/or representatives will comply with all SCDC policies and procedures.
- l. Goodwill will develop or use an existing data system to capture information that assists with tracking key indicators of staff, program, and individual progress. This data will be used to identify successes and areas of improvement to address barriers to staff, program, or individual progress.
- m. Goodwill will develop a risk needs assessment tool, if one does not exist, to identify the criminogenic needs that can be identified in the targeted inmate population and/or use SCDC assessments.
- n. Goodwill will coordinate the development of a leadership team to ensure the successful implementation of the U. S. Department of Labor, Employment & Training Administration's Reentry Projects grant.
- o. Goodwill will provide, update, maintain, and guarantee the security of any computers required for program instruction.
- p. Goodwill will coordinate with SCDC Resource Information Management for the use of computers, by program participants.
- q. Goodwill, its employees and/or representatives, agree to abide by all SCDC policy and procedures.

3. DUTIES OF SCDC

- a. SCDC will provide a suitable meeting and classroom space and an office desk for program information sessions, participant intake, and assessment, prerelease life skills and work readiness training, prerelease employability training which may include occupational skills training, and prerelease case management.
- b. SCDC will provide Goodwill staff and/or representatives access to the Manning Reentry/Work Release Center and Camille Griffin Graham Correctional Institution.
- c. SCDC will provide guidance to Goodwill staff, and other program partners, on working with reentry populations. Specifically, institutional and programmatic Orientations for Goodwill Staff
- d. SCDC will assist Goodwill, in matters relating to the success of the program, through the planning and implementation processes.
- e. SCDC will provide a safe environment for Goodwill staff.
- f. SCDC will not be responsible for any costs associated with services provided by Goodwill.
- g. SCDC will provide for the supervision of inmates, at all times during program instruction consistent with this agreement.

- h. SCDC will take reasonable measures to ensure that all participants interact with Goodwill staff in an appropriate manner.
- i. SCDC will provide Goodwill access to inmates who are program eligible, and are identified as returning to the counties of grant focus, upon release: Richland, Spartanburg and Greenville counties.
- j. SCDC will, as time allows and to the best of its ability, assist Goodwill in meeting the enrollment target of 188 offenders.
- k. SCDC will keep Goodwill informed of any program changes that might affect Grant outcomes.
- l. SCDC will provide orientation and policy review to all Goodwill staff, and/or representatives, prior to their working in any institution.

4. DRUG FREE WORKPLACE

All Parties agree to comply with the Drug Free Workplace Act, Section 44-107-10 et. Seq. of the South Carolina code of Laws to provide a drug free workplace.

5. DEFENSE OF CLAIMS

Goodwill shall hold harmless SCDC from and against any, and all claims, liabilities or judgments against SCDC, which are based upon the acts and/or omissions of SCDC and/or any of SCDC's employees, agents, contractors, or officers in connection with this agreement. When any employee, agent, contractor or officer of Goodwill is named as a party to such action, Goodwill will be responsible for the defense and settlement of such claim as it relates to Goodwill's employee, agent, contractor or officer. When any of SCDC's employees, agents or officers are named as a party to an action, SCDC will be solely responsible for the defense and settlement of such claim as it relates to SCDC's employee, agent or officer.

6. LIABILITY

Each party hereto shall be liable for its own acts and omissions and the acts and omissions of its employees, agents and officers, and nothing herein shall impute or transfer liability to SCDC.

7. ENTIRE AGREEMENT AND ASSIGNMENT

This agreement constitutes the entire contract between the parties. No other prior or contemporaneous promise, obligation, statement or understanding between the parties, whether written or oral, shall be valid or binding. Goodwill's rights and duties under this Agreement, whether in whole or in part, may not be assigned, delegated or transferred without the prior written consent of SCDC.

8. SEVERABILITY

Should any provision (or part thereof) of this agreement be held to be invalid and/or unenforceable, the remaining provisions shall remain in full force.

9. APPLICABLE LAW

This agreement is made under and shall be construed in accordance with the laws of the State of South Carolina. By executing this Agreement, Goodwill agrees to submit itself to the jurisdiction of

the courts of the State of South Carolina for all matters to arise hereunder, including, but not limited to, performance of said agreement and the payment of all sums applicable thereto.

10. TERM OF AGREEMENT

This agreement shall be in force for the life of the U. S. Department of Labor, Employment & Training Administration's Reentry Projects grant. Grant funding began July 1, 2017 with a period of performance of 36 months. Upon conclusion of the grant life cycle, as defined by the Department of Labor, either or both parties may enter into negotiations to extend services to inmates, accomplished under a new memorandum of understanding.

11. TERMINATION OR MODIFICATION OF AGREEMENT

This agreement may be modified at any time by mutual consent of both parties. Either party may terminate the agreement by written notice to the other party, 30 days in advance of termination. Notices should be sent by certified mail, return receipt requested, to the following individuals at the following addresses:

Goodwill Industries of the Upstate/Midlands
South Carolina, Inc.
Patrick Michaels, President/CEO
115 Haywood Road
Greenville, SC 29607

South Carolina Department of Corrections
Thomas Osmer, Deputy Director of
Administration
4444 Broad River Road
Columbia, SC 29210

IN WITNESS WHEREOF, the parties to this agreement do hereby accept the foregoing terms and indicate such by affixing their signatures below.

FOR GOODWILL INDUSTRIES

s/ Patrick Michaels

s/ President
Title

s/ 24 Oct. 17
Date

s/ Michelle Nulley
Witness

FOR SCDC

s/ Thomas Osmer

s/ Deputy Director Administration
Title

s/ 10/12/17
Date

s/ Britt Wilson
Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

MEMORANDUM OF UNDERSTANDING

THE AGREEMENT is entered into this 26 day of May, 20 15, by and between the South Carolina Department of Corrections (hereinafter "SCDC") and its authorizing agent and Jumpstart Ministries, Inc. (hereinafter "Jumpstart") by its duly authorized agent.

WITNESSETH

SECTION 24-13-2110. Preparation of Inmates for employment.

To aid incarcerated individuals with reentry into their home communities of the State, the South Carolina Department of Corrections shall assist inmates in preparing for meaningful employment upon release from confinement. The South Carolina Department of Corrections shall coordinate efforts in this matter with the Department of Employment and Workforce, Department of Probation, Parole and Pardon Services, the Department of Vocational Rehabilitation, Alston Wilkes Society, and other private sector entities.

WHEREAS, SCDC is required to aid incarcerated individuals with reentry into their communities pursuant to Section 24-13-2110, et. seq. of the South Carolina Code of Laws of 1976, as amended; and

WHEREAS, Jumpstart provides certain services including discipleship, re-entry workshops, employment readiness activities, and other programs to assist incarcerated individuals prepare for and successfully reenter their communities; and

WHEREAS, SCDC desires, and Jumpstart agrees, to enter into this Memorandum of Understanding whereby Jumpstart shall provide services to eligible inmates within SCDC to help ensure a successful reentry for such inmates into South Carolina communities.

ARTICLE I

Duties of SCDC:

- SCDC shall provide orientation and training as required by SCDC and SCDC shall coordinate training through the Division of Inmate Services.
- SCDC shall issue an SCDC ID card labeled "Temporary" for regular Jumpstart employees and volunteer program coordinators who will regularly be involved with SCDC inmates only if policy requirements are met.
- SCDC shall ensure, provide when possible and allow Jumpstart employees and volunteer program coordinators access to inmates, participating institutions, and related projects.
- Monitoring of Jumpstart services will be the responsibility of SCDC Chaplains at the facilities where the services are performed.
- Overall oversight of Jumpstart services will be provided by a designated liaison who reports directly to the SCDC Director/designee whose responsibility it is to oversee and ensure compliance with the terms of this MOU.
- SCDC shall work with Jumpstart officials to determine specific types of information they may

need to monitor program success. RIM can produce a scheduled report to provide to JumpStart.

- SCDC shall provide program meeting space as time, space and staff permit.

ARTICLE II

Duties of JumpStart Ministries:

- JumpStart shall coordinate and lead discipleship, re-entry workshops and training, etc., and other activities for offenders within SCDC.
- JumpStart shall coordinate and lead job training and employment readiness programs within SCDC for participants who are within two (2) years of max out or parole eligibility.
- JumpStart shall partner with SCDC Program Services to provide support and services for SCDC initiatives, programs, and projects where possible.
- JumpStart shall at all times conduct their programs under the parameters of SCDC policy with the approval of material content taught by JumpStart.
- JumpStart shall, upon invitation and when available, attend quarterly meeting of SCDC Chaplains, Volunteer Coordinators, Wardens, etc.
- JumpStart shall coordinate volunteer training with SCDC Program Services.
- JumpStart will ensure that all volunteers/employees are registered and approved by SCDC.

ARTICLE III

General Terms and Conditions:

- Employees /volunteers of JumpStart will only bring those items necessary for their duties (for example, pens, pencils, books, and notepads) as approved by SCDC Policy into the institution. Formal written request will be submitted to SCDC for authorization to bring in all other equipment, resources, and materials.
- Employees/volunteers of JumpStart, and their vehicles and belongings, will be subject to searches while on SCDC property.
- Employees /volunteers of JumpStart will not photocopy any policies without prior approval or provide photocopy services to any inmate engaged in programing.
- Employees/volunteers of JumpStart will adhere to all professional standards of confidentiality – both written and verbal. It is understood all media requests will be directed to the Deputy Director for Communications for approval if SCDC is referenced in the report, request or access to SCDC property.

- Appropriate dress shall be worn while on SCDC property by employees/volunteers of JumpStart.
- When SCDC Policy is met, Service ID will be made available by SCDC for JumpStart volunteers/employees – must meet policy requirements.
- Each party will be responsible for scheduling access to the institutions by way of the designated institution contact.
- When possible, a 24-hour notice shall be given by either party for cancellation of appointment.
- Liability: Each party hereto shall be liable for its own acts and omissions and the acts and omissions of its employees and agents, and nothing hereunder shall impute or transfer liability to SCDC or any other party.
- Compliance with Rules and Regulations: JumpStart agrees that it and its volunteers and employees must comply with all policies and procedures of SCDC and all federal, state, and local laws, ordinances, regulations, and accreditation standards.
- JumpStart employees/volunteers are not SCDC Employees: JumpStart employees/ volunteers performing under this Agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. JumpStart volunteers and employees will not hold himself/herself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right on privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.
- Amendments: This Agreement may be amended only by written agreement between the parties. The parties acknowledge that amendments to this Agreement may be required from time to time to comply with state, federal, or local law.
- Termination: It is understood and agreed that this Agreement may be terminated for any reason by either party upon 30 day notice to the other party.
- Notices: All notices regarding the terms of this contract, including terminations, amendments and disputes shall be sent by certified mail to SCDC as follows:

Bryan P. Stirling, Director
South Carolina Department of Corrections
4444 Broad River Road
PO Box 21787
Columbia, South Carolina 29221-1787

To JumpStart Ministries as follows:

Chuck Fields, Chair, Board of Directors JumpStart, Inc.
418 Old Greenville Road
Spartanburg, SC 29301-4756

- Force Majeure: Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or otherwise for an interruption of service or employment deemed resulting from civil or military authority, from acts of God, riots, war, or any similar or dissimilar cause beyond reasonable control of either party.

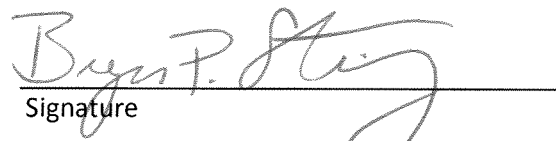
- Governing Law: This contract shall be governed by the laws of the State of South Carolina and venue shall be located in the County of Richland, State of South Carolina.
- Severability: If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provision of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are to be declared to be severable.
- All Writings Contained Herein: This agreement contain all the terms and conditions agreed upon by the parties, no other understandings oral or otherwise, regarding the subject matter of this Agreement shall be deemed binding.
- Non-Discrimination: No party hereto shall discriminate on the basis of race, color, sex, religion, national origin, ethnic group, age.

I, the undersigned, certify that this contract does not violate any federal or state antitrust law. I also certify to comply with the Drug-Free Workplace Act, Section 44-107-10 et. seq. of the South Carolina Code of Laws to provide a drug-free workplace.

Chuck Fields, Chair
Board of Directors JUMPSTART, INC.

Bryan P. Stirling, Director
SOUTH CAROLINA DEPARTMENT OF
CORRECTIONS


Signature


Signature

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

MEMORANDUM OF UNDERSTANDING

This agreement is by and between the South Carolina Department of Corrections (hereinafter "SCDC"), and Pee Dee Healthy Start, Inc., a non-profit doing business in the State of South Carolina by its duly authorized Executive Director, Madie A. Robinson, in order to establish the responsibilities of the parties in the manner, and regarding the matter, set forth below.

WHEREAS, Whereas, Pee Dee Healthy Start, Inc. will provide aid to incarcerated individuals;

WHEREAS, Pee Dee Healthy Start, Inc., will help prepare incarcerated individuals for meaningful employment upon release from confinement.

WHEREAS, information regarding services will be provided to all SCDC facilities, to those offenders who are within six (6) months of release.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH BELOW, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Purpose

The purpose of this agreement is to benefit SCDC inmates readying for release who are ages 18-24 with reentry into the service areas of Florence County, Marion County, Darlington County, and Williamsburg County and implement an evidence-based curriculum on healthy relationships in the Pee Dee region (Chesterfield, Dillon, Darlington, Florence, Marion and Williamsburg counties).

2. Duties of Pee Dee Healthy Start, Inc.:

- a. Pee Dee Healthy Start, Inc. shall coordinate reentry services, training and other activities for offenders within SCDC.
- b. Pee Dee Healthy Start Inc., will provide certain services to returning citizens including, identification restoration, and workforce development (financial development, interview skills, vocational, and educational services, help with choosing career pathways, transportation, housing referrals, etc.) and healthy relationship/communication skills.
- c. Pee Dee Healthy Start, Inc. shall coordinate and lead job training and employment readiness programs within SCDC for participants who are within Six (6) months prior to max out or parole eligibility.
- d. Pee Dee Healthy Start, Inc. shall partner with SCDC Program, Reentry and Rehabilitative Services to provide support and services for SCDC initiatives, programs and projects where possible.
- e. Pee Dee Healthy Start, Inc. shall at all times conduct their services under the parameters of SCDC policy with the approval of material content brought in by Pee Dee Healthy Start, Inc.
- f. Pee Dee Healthy Start, Inc. shall, upon invitation and when available, attend quarterly meetings of SCDC Chaplains, Volunteer Coordinators, Warden, etc.
- g. Pee Dee Healthy Start, Inc. shall coordinate volunteer training with SCDC Program Reentry and Rehabilitative Services.
- h. Pee Dee Healthy Start, Inc. will ensure that all volunteers/employees are registered and approved by SCDC.
- i. Employees/volunteers of Pee Dee Healthy Start, Inc. will only bring those items necessary for their duties (for example, pens, pencils, books, laptop and notepads), as approved by SCDC policy, into the institution. A formal written request will be submitted to SCDC for authorization to bring in all other equipment, resources, and materials.

- j. Employee/volunteers of Pee Dee Healthy Start, Inc. and their vehicles, including belongings, will be subject to search while on SCDC property.
- k. Employees/volunteers of Pee Dee Healthy Start, Inc. will not photocopy any policies without prior approval, or provide photocopy services to any inmate engaged in programming.
- l. Employee/volunteers of Pee Dee Healthy Start, Inc. will adhere to all professional standards of confidentiality – both written and verbal. It is understood all media requests will be directed to the Deputy Director of Public Information for approval if SCDC is referenced in the report, request or access to SCDC property.
- m. Appropriate dress shall be worn while on SCDC property by employees/volunteers of Pee Dee Healthy Start, Inc.
- n. Each party will be responsible for scheduling access to the institutions by way of the designated institution contact.
- o. When possible, a 24-hour notice shall be given by either party for cancellation of appointment.
- p. Pee Dee Healthy Start, Inc. agrees that it and its volunteers and employees must comply with all policies and procedures of SCDC and all federal, state, and local laws, ordinances, regulations, and accreditation standards.

3. Duties of SCDC:

- a. SCDC shall provide orientation and training as required by SCDC.
- b. SCDC shall coordinate training through the Division of Inmate Services.
- c. SCDC shall ensure, provide when possible and allow Pee Dee Healthy Start, Inc. employees and volunteer program coordinators access to inmate, participation institutions, and related projects.
- d. Monitoring of services will be the responsibility of SCDC Chaplains at the facilities where services are performed.
- e. Overall oversight of the Pee Dee Healthy Start, Inc. will be provided by a designated liaison who reports directly to the SCDC Director/designee whose responsibility is to oversee and ensure compliance with the terms of this MOU.
- f. SCDC shall work with Pee Dee Healthy Start, Inc. officials to determine specific types of information required to monitor program success. The Division of Resource and Information Management may produce a scheduled report for Pee Dee Healthy Start, Inc.

4. Drug Free Workplace

All Parties agree to comply with the Drug Free Workplace Act, Section 44-107-10 et. Seq. of the South Carolina code of Laws to provide a drug free workplace.

5. Defense of Claims

Pee Dee Healthy Start, Inc. shall hold harmless SCDC from and against any, and all claims, liabilities or judgements against SCDC, which are based upon the acts and/or omissions of SCDC and/or any of SCDC's employees, agents, contractors, or officers in connection with this agreement. When any employee, agent, contractor or officer of Pee Dee Healthy Start, Inc. is named as a party to such action, Pee Dee Healthy Start, Inc. will be responsible for the defense and settlement of such claim as it relates to Pee Dee Healthy Start, Inc.'s employees, agents or officers. When any of SCDC's employees are named as a party to an action, SCDC will be solely responsible for the defense and settlement of such claim as it relates to SCDC's employee, agent or officer.

6. Liability

Each party hereto shall be liable for its own acts and omissions and the acts and omissions of its employees and agents, and nothing hereunder shall impute or transfer liability to SCDC.

7. Entire Agreement and Assignment

This agreement constitutes the entire contract between the parties. No other prior or contemporaneous promise, obligation, statement or understanding between the parties, whether written or oral, shall be valid or binding. Pee Dee Healthy Start, Inc.'s rights and duties under this Agreement, whether in whole or in part, may not be assigned, delegated or transferred without the prior written consent of SCDC.

8. Severability

Should any provision (or part thereof) of this agreement be held to be invalid and/or unenforceable, the remaining provisions shall remain in full force.

9. Applicable Law

This agreement is made under and shall be construed in accordance with the laws of the State of South Carolina. By executing this Agreement, Pee Dee Healthy Start, Inc. agrees to submit itself to the jurisdiction of the courts of the State of South Carolina for all matters arising of to arise hereunder, including, but not limited to, performance of said agreement and the payment of all sums applicable thereto.

8. Term of Agreement

The term of this agreement is for twelve (12) months from the date of signature by both parties and will automatically renew, on the anniversary of the last signature, for a period of three (3) years.

9. Termination or Modification of Agreement

This agreement may be modified at any time by mutual consent, in writing, and signed by both parties. Either party may terminate the agreement with thirty (30) day written notice to the other party. Notices should be sent by certified mail, return receipt requested, to the following individuals at the following addresses:

Madie A. Robinson, Executive Director
Pee Dee Healthy Start, Inc.
314 W. Pine Street
Florence, SC 29501

Thomas Osmer, Deputy Director of Administration
South Carolina Department of Corrections
4444 Broad River Road
P.O. Box 21787
Columbia, SC 29221-1787

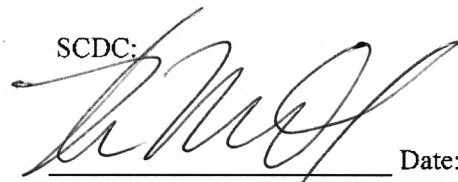
Affixing my hand below, I acknowledge and accept the terms and conditions of the memorandum.

Pee Dee Healthy Start, Inc.:

 Date: 5/30/19
Signature

Madie Robinson
Printed Name

SCDC:

 Date: 5/24/19
Tom Osmer
Assistant Deputy Director of Administration

PARTNERSHIP AGREEMENT – SPICE PROGRAM (SELF PACED IN-CLASS EDUCATION)

Between

The South Carolina Department of Corrections
(Hereafter Referred to as "SCDC")

And

The South Carolina Department of Probation, Parole and Pardon Services
(Hereafter Referred to as "SCDPPPS")

And

The South Carolina Vocational Rehabilitation Department
(Hereafter Referred to as "SCVRD")

And

Greenville Technical College
Piedmont Technical College
Midlands Technical College
York Technical College
Spartanburg Technical College

UNDERLYING PHILOSOPHIES OF THE PARTNERSHIP

The mission of the SCDC includes "safety, service and stewardship". The SCDC is committed to protecting the public, its employees, and its inmates, providing rehabilitation and self-improvement opportunities for inmates and promoting professional excellence, fiscal responsibility, and self-sufficiency.

SCDPPPS is charged with the supervision of adult offenders placed on community supervision by the courts, parole boards or other releasing authorities. Offenders under probation and parole supervision present a broad spectrum of problems, issues and challenges that must be addressed during the course of their period of community supervision in order for the offenders to successfully reintegrate into the community as productive, law-abiding citizens. One significant impediment to an offender's ability to successfully complete probation and parole supervision is the inability to obtain and/or sustain gainful employment. SCDPPPS believes that its ability to effectively address offender employment issues significantly contributes to the likelihood that the offender will successfully complete the community supervision period.

The mission of SCVRD is to enable eligible South Carolinians with disabilities to prepare for, achieve and maintain competitive employment. SCVRD provides specialized employment services based on the individual needs and interests of each client to assist them in returning to meaningful employment in their home communities.

The Technical Colleges are large public, two-year colleges in South Carolina with a wide range of course offerings, state-of-the-art facilities and qualified instructors. The Technical College's vocational or workforce programs offer curriculum and training that is skills specific and job preparatory.

SCDC, SCDPPPS, SCVRD, Greenville Technical College, Piedmont Technical College, Midlands Technical College, Spartanburg Community College and York Technical College acknowledge the inherent intersection of their respective missions and hereby enter into this agreement to ensure that the missions of all partners can be accomplished in partnership with the goals of increasing public safety through effectual education and employment interventions with offenders and by bolstering the offenders' ability to learn, work and make meaningful contributions to their families and communities.

OBJECTIVES OF THE PARTNERSHIP

- To strengthen the partnership between SCDC, SCDPPPS, SCVRD and the Technical Colleges.
- To establish points of contact within partnering organizations toward the goal of facilitating communication regarding the SPICE Program.
- To provide a program framework for eligible inmates to learn, work and contribute to their communities upon release.

AGENCY POINTS OF CONTACT

The contact person for SCDPPPS will be the SCDPPPS Mentoring Program Director. The contact person for SCDC will be the SCDC Director of Inmate Services/Designee. The contact person for the SCVRD will be the SCVRD Director of Program Development. The respective colleges will designate a contact person.

PURPOSE OF THE SPICE PROGRAM

The SPICE program is an inmate education and employment initiative. The initiative is a faith-based community partnership between the SCDC, SCDPPPS, SCVRD and the Technical Colleges. The SPICE program consists of an institutional component and a supervision component which will provide for seamless transition from the institution to the community upon release for participating inmates.

SPICE PROGRAM OVERVIEW

SPICE Program Eligibility Criteria

- Offender's current convictions(s) must be non-violent or identified/selected violent offenses and Category 4 drug offenses. The inmate's max-out must be within 9 to 12 months.
- Offender's parole eligibility date must be within 9 to 12 months with a max out date not to exceed 2 years. Offender's parole eligibility date will be considered by parole board only.
- Offenders whose current/previous conviction involves a sex offense (including when the facts of the offense were sexual in nature) are not eligible for the SPICE program.
- No major infractions within the SCDC Institution within the past six months.
- Cannot have pending detainers (Hold or Wanted) that indicate the potential for release to other jurisdictions or to immigration detainers.
- If deemed as mandatory condition of the inmate's parole by the parole board, the inmate must complete the SCDC Addictions Treatment Unit (ATU) before attending the SPICE program.
- Must have a security and a medical classification suitable for the Tyger River, Ridgeland, Leath, Manning, or Kershaw Correctional Institutions.
- SCDC will have discretionary authority to re-locate the SPICE Program as long as it enhances the overall productivity of our objective.

Release Process for SPICE Program Participants

- When preparing the case summary and recommendation for the consideration of the SC Board of Parole and Pardons, the SCDPPPS Parole Examiner will utilize the program eligibility criteria noted above to identify the inmates that meet the criteria and could benefit from participation in the SPICE program as a condition of parole.
- The appropriate Coordinator at SCDC will review the list of eligible inmates and determine if there are any disqualifying factors regarding their participation in the SPICE program.

- The appropriate Coordinator at SCDC will promptly advise the SCDPPPS Program Coordinator of any inmates who are disqualified.
- SCDPPPS will notify SCDC of all inmates who are granted conditional parole to the SPICE Program.
- SPICE program staff at SCDC will meet with conditionally paroled inmates and require that each signs a participation contract agreeing to comply with SPICE program guidelines.
- SPICE program staff at SCDC, in conjunction with SCDPPPS, will work with the inmate to establish a community sponsor and mentor from the local community prior to internal program completion.
- Inmates must complete the internal component of the program before they will be granted release to parole supervision. Unsuccessful completions will be administratively reconsidered by the Board.
- SCDC will notify the SCDPPPS Mentoring Program Director one month prior to participating inmates completing the internal SPICE program component. This will provide a time frame for residence verification and preparation of release certificates concurrent with their completion of the program.
- SCDPPPS will track the completion of all other pre-release parole conditions during the inmate's
- SCDC will provide immediate notification to the SCDPPPS Mentoring Program Director of participating inmates who fail the institutional program component.
- SCDC will promote the SPICE program with the SC Board of Pardons and Paroles with the support of other program stakeholders (including SCDPPPS, SCVRD and the Technical Colleges).
- SCDC will provide SPICE Program promotional materials to include a program outline, discussion of program stakeholders, and information regarding both the internal and external program components. participation in SPICE to effect timely release to parole upon completion of the SPICE program.

Institutional Component of the SPICE Program

- SCDC staff will facilitate the transfer to the applicable Correctional Institution of all conditionally paroled inmates that agree to participate in the SPICE program. SCDC staff at the applicable Correctional Institution will facilitate the institutional components.
- SPICE Program participants will complete a curriculum consisting of 30 - 40 hours per week and up to 18 weeks of educational, spiritual, life skills, health/recreation and vocational components.
- SCDC will collaborate with the Technical Colleges to provide meaningful vocational/educational training for the SPICE program participants. The Technical Colleges will offer a curriculum and training that is geared towards job preparation, job readiness and skills specific to the workforce.
- Prior to release, the appropriate Program Coordinator, and Partners will assist the SPICE participant's transition to the community and thereafter coordinate with other service agencies (SCVRD, SCESC, etc.) and employers to assist in offender employment placement.
- As a part of the institutional SPICE program component, SCDC Program Coordinator will attempt to match each participating inmate with both a sponsor and a mentor. SCDC Program Coordinator, in conjunction with Probation, Parole and Pardon Service, will establish a screening mechanism for identifying appropriate sponsors and mentors. A sponsor is one who assumes responsibility for the inmate as he transitions to the community from prison and should be a family member, close friend, or minister. A mentor is a trusted counselor or guide from within the community. Family members of the offender may not serve as his mentor. Upon SCDC/SCDPPPS approval, persons with criminal histories may be considered to be SPICE Mentors subject to the requirements outlined in SCDC PS-10.04, Volunteer Services Programs.

- Prior to release, SCDC Program Coordinator will provide the SCDPPPS Mentoring Program Director with the name and telephone number for the SCDC approved sponsor and mentor for each inmate completing the program.

SCVRD Vocational Rehabilitation Services Component

- SCVRD staff will work in cooperation with the program stakeholders to identify SPICE participants who are eligible for SCVRD services and to determine the appropriate vocational direction and service needs. An individualized plan for employment will be developed with eligible clients that is consistent with their interests, abilities and informed choice.
- SCVRD will assist the participant in transitioning back into their home community by providing job placement assistance consistent with the vocational objective identified on the individualized plan for employment.

SCDPPPS Parole Supervision Component of the SPICE Program

- Graduates of the SPICE program internal component will be assigned to a designated SCDPPPS Agent (when applicable) who will be trained on the goals & objectives of the SPICE program.
- Offenders will participate in a spiritual event (e.g., church) at least twice per week for the first 90-days of supervision. If the inmate chooses a non-spiritual community pathway, he will arrange with his sponsor/mentor and his Supervising Agent for his participation in a suitable community event to satisfy this requirement (e.g., life skills training, anger management, performance of community service).
- Supervision strategies will be implemented to facilitate successful program participation by each offender (e.g., assistance with impediments to participation, referrals to service providers as necessary, graduated response to non-participation).
- SCDPPPS Agents will communicate with the offender's assigned sponsor/mentor during the course of supervision.
- SCDPPPS Mentoring Program Director will communicate regularly with SPICE program staff and attend meetings related to the program to monitor offender progress.

PAYMENT

Each technical school will invoice the SCDC Division Director of Inmate Services in advance of completion of the program for the registration fee for each graduating participant. Any registration fee which exceeds \$1,000.00 per participant will require prior approval by the Division Director of Inmate Services. The Program Coordinator will in turn submit this information through the Division Director of Inmate Services to SCDC's Financial Accounting Branch for payment once the inmate has been released to SCDPPPS.

Nothing in this agreement shall be interpreted to allow any payment of tuition for college course credit for an incarcerated inmate. Participants only receive professional and vocational skills training to allow them to successfully transition into the community upon release. They do not receive college course credit toward any degree.

ADMINISTRATIVE STAFF

SCDC will be authorized to employ a full time statewide SPICE Coordinator assigned to the Central Office, a full time Institutional Coordinator assigned to Tyger River Correctional Institution, and three 40-hour temporary positions (one at Leath CI, one at Ridgeland CI, and one at Kershaw).

SCDPPPS will be allowed to hire a statewide Mentoring Program Director.

SCVRD will receive partial funding for a full time SCVRD SPICE Coordinator.

Greenville Technical College will be authorized a full time Transition Coordinator and funding for Transitional Services monies up to \$20,000.00 as needed for expenses.

NOTE: SCVRD will receive \$127,078.00 to administer authorized salaries for SCPPPS, Greenville Technical College, and SCRVD employees.

All salaries and benefits will be paid out of appropriated SPICE funds.

AMENDMENTS

Amendments may be made to this agreement by mutual consent of SCDC, SCDPPPS, SCVRD and Greenville, Piedmont, Midlands, Trident, Spartanburg Community College and York Technical Colleges.

TERM OF CONTRACT, RENEWAL, AND TERMINATION

This agreement supersedes all other previous contracts commencing at the time it is signed by all parties and is effective on July 1, 2019, (may be renewed for an additional four 1-year increments). This agreement may be terminated by either party with thirty (30) days written notice.

GENERAL TERMS AND CONDITIONS

Liability: Each party hereto shall be liable for its own acts and omissions and the acts and omissions of its employees and agents, and nothing hereunder shall impute or transfer liability to SCDC or any other party.

Compliance with Rules and Regulations: Each party agrees that it and its employees must comply with all applicable policies and procedures of SCDC and all applicable federal, state, and local laws, ordinances, regulations and accreditation standards. SCDC shall provide copies of applicable policies and procedures to the other parties prior to the commencement date of this agreement. Both parties agree to comply with the Drug-Free Workplace Act, Section 44-107-10 et. Seq. of the South Carolina Code of Laws to provide a drug-free workplace.

Force Majeure: No party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or otherwise for an interruption of service or employment deemed resulting from civil or military authority, from acts of nature, riots, war, or any similar or dissimilar cause beyond reasonable control of either part.

Governing Law: This agreement shall be governed by the laws of the State of South Carolina and venue shall be located in the County of Richland, State of South Carolina.

Notices: All notices regarding this agreement shall be forwarded to the following:

Bryan P. Stirling, Director
Department of Corrections
4444 Broad River Road
P.O. Box 21787
Columbia, S.C. 29221-1787

Dr. Keith Miller
Greenville Technical College
Post Office Box 5616
Greenville, S. C. 29606

Dr. Ray Brooks
Piedmont Technical College
620 North Emerald Road
Greenwood, S. C. 29646

Felicia Johnson
SC Vocational Rehabilitation Services
P. O. Box 15
1410 Boston Avenue
West Columbia, S.C. 29171

Dr. Mary Thornley, Ed. D.
Trident Technical College
Post Office Box 118067 A.O.C.
Charleston, S.C. 29423

Dr. Greg F. Rutherford
York Technical College
452 Anderson Road
Rock Hill, S.C. 29730

Jerry B. Adger, Director
Department of Probation, Parole, and
Pardon Services
2221 Devine Street, Suite 600

Dr. Ronald L. Rhames
Midlands Technical College
P.O. Box 2408
Columbia, S.C. 29202

Dr. Henry Giles
Spartanburg Community College
107 Community College Drive
Spartanburg, SC 29303

SIGNATURES

Sign: Bryan P. Stirling Date: 9/20/18
Bryan P. Stirling., Director, SCDC

Sign: _____ Date: _____
Jerry B. Adger, Director, SCDPPPS

Sign: _____ Date: _____
Felicia Johnson, Interim Commissioner, SCVRD

Sign: _____ Date: _____
Dr. Keith Miller, Greenville Technical College

Sign: _____ Date: _____
Dr. L. Ray Brooks, Piedmont Technical College

Sign: _____ Date: _____
Dr. Mary Thornley, Trident Technical College

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Dr. Ronald L. Rhames, Midlands Technical College

Sign: _____ Date: _____
Dr. Greg F. Rutherford, York Technical College

Sign: _____ Date: _____
Dr. Henry Giles, Spartanburg Community College

SIGNATURES

Sign: _____ Date: _____
Bryan P. Stirling, Director, SCDC

Sign:  Date: 8/16/18
Jerry B. Adger, Director, SCDPPPS

Sign: _____ Date: _____
Felicia Johnson, Interim Commissioner, SCVRD

Sign: _____ Date: _____
Dr. Keith Miller, Greenville Technical College

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Bryan P. Stirling, Director, SCDC

Sign: _____ Date: _____
Jerry B. Adger, Director, SCDPPPS

Felicia R. Johnson
Sign: *Felicia R. Johnson* Date: *9/17/2018*
Felicia Johnson, ~~Interim~~ Commissioner, SCVRD

"APPROVED AS TO FORM"

Jeanne V. Lisowski
Jeanne V. Lisowski
SCVRD Legal Counsel

Sign: _____ Date: _____
Dr. Keith Miller, Greenville Technical College

Sign: _____ Date: _____
Dr. L. Ray Brooks, Piedmont Technical College

Sign: _____ Date: _____
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Sign: Keith Miller Date: 8/7/18
Dr. Keith Miller, Greenville Technical College

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Sign: _____ Date: _____
Dr. L. Ray Brooks, Piedmont Technical College

Sign: Mary Thornley Date: 8/13/18
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Dr. Ronald L. Rhames, Midlands Technical College

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Dr. Greg F. Rutherford, York Technical College

Sign: _____ Date: _____
Dr. Henry Giles, Spartanburg Community College

Columbia, S. C. 29205

SIGNATURES

Sign: _____ Date: _____
Bryan P. Stirling., Director, SCDC

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Jerry B. Adger, Director, SCDPPPS

Sign: _____ Date: _____
Felicia Johnson, Interim Commissioner, SCVRD

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Dr. Keith Miller, Greenville Technical College

Sign: _____ Date: _____
Dr. L. Ray Brooks, Piedmont Technical College

Sign: _____ Date: _____
Dr. Mary Thornley, Trident Technical College

Sign: _____ Date: _____
Dr. Ronald L. Rhames, Midlands Technical College

Sign:  Date: 10.16.2018
Dr. Greg F. Rutherford, York Technical College

Sign: _____ Date: _____
Dr. Henry Giles, Spartanburg Community College

SIGNATURES

Sign: _____ Date: _____
Bryan P. Stirling, Director, SCDC

Sign: _____ Date: _____
Jerry B. Adger, Director, SCDPPPS

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Felicia Johnson, Interim Commissioner, SCVRD

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Dr. L. Ray Brooks, Piedmont Technical College

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Dr. Mary Thornley, Trident Technical College

Sign: _____ Date: _____
Dr. Ronald L. Rhames, Midlands Technical College

Sign: _____ Date: _____
Dr. Greg F. Rutherford, York Technical College

Sign: Henry Giles Date: 8/16/18
Dr. Henry Giles, Spartanburg Community College



t 803.722.1401 f 803.722.1416
info@reemergesc.com
REEMERGESC.com

1515 Richland Street
Columbia, SC 29201

MEMORANDUM OF AGREEMENT

This will serve as a Memorandum of Agreement between the **SOUTH CAROLINA DEPARTMENT OF CORRECTIONS (SCDC)** and the **REEMERGE PROGRAM**. This document confirms that the **SCDC** grants authorization to **REEMERGE** to work in tandem with **MANNING CORRECTIONAL INSTITUTION RE-ENTRY/WORK RELEASE CENTER (MCI-WRC)**, which is a part of the **SOUTH CAROLINA DEPARTMENT OF CORRECTIONS (SCDC)**. **REEMERGE** is a 12-month program geared toward formerly incarcerated and recently released persons to provide a path to positive community reintegration through employment and entrepreneurship.

According to SCDC, about 50 inmates complete the pre-release program and are released from prison each month. **REEMERGE** will build upon the foundation laid in the pre-release program with employment opportunities from among the 25 potential employers (many of whom are contractors) who are participating in the **REEMERGE** Program. Through the application and screening process **REEMERGE** will connect program participants with employers.

This program is supported by a grant from the U.S. Department of Commerce, Minority Business Development Agency (MBDA), which has been awarded to DESA, Inc. There are no costs associated with this program. Specifically, **REEMERGE** will provide screening, assessment and intake of inmates who are in the pre-release program, to admit them into the **REEMERGE** Program in order to provide employment with a program employer.

Upon linking the employee with the employer, **REEMERGE** then has three key components: 1) Employment and Coaching, 2) Education, 3) Entrepreneurship. The Employment and Coaching phase of **REEMERGE** assists the recently released individual in continued employment that pays a livable wage and work experience that can be carried into self-employment. This will be managed through the employer through apprenticeships, coaching, and workshops. The coaching and workshops will differ depending upon the job and/or the employer. The Education phase provides the knowledge and background to support life skills and successful business ownership. And finally, the Entrepreneurship phase is a culmination of the skills gained from employment/coaching, and knowledge from education to productivity through self-employment.

PROGRAM PARTICIPANTS MUST:

1. Be at least 18 years of age.
2. Be able to read and solve mathematical problems at an eighth (8th) grade level.



t 803.722.1401 f 803.722.1416
info@reemergesc.com
REEMERGESC.com

1515 Richland Street
Columbia, SC 29201

3. Be able to successfully complete the entrance exam.
4. Be drug and alcohol free.
5. Once employed, be able to adhere to a strict attendance policy. (It is suggested that participants live in Richland/Lexington Counties in order to avoid transportation issues.)
6. Be able to lift 50 lbs.
7. Be willing to work outdoors in all types of weather.

THROUGH THIS COLLABORATION SCDC WILL:

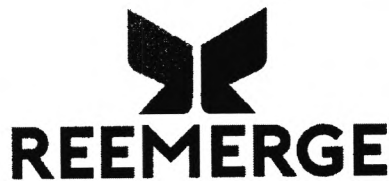
1. Collaborate with staff members of REEMERGE to ensure that program information and admissions applications are made available to all inmates in the pre-release program.
2. Provide a liaison to REEMERGE to respond to questions about agency protocol when necessary.

THROUGH THIS COLLABORATION REEMERGE WILL:

1. Collaborate with staff members of SCDC to ensure that program information and admissions applications are made available to all eligible inmates and potential program participants.
2. Coordinate and provide an assessment and enrollment or admission of inmates and/or program participants who meet the criteria for assessment and admissions into the REEMERGE Program.
3. Identify and coordinate employment for each program participant from among the 25 potential employers (many of whom are contractors) associated with the REEMERGE Program.

THE PARTIES AGREE UPON THE FOLLOWING:

1. **DRUG-FREE WORKPLACE:**



t 803.722.1401 f 803.722.1416
info@reemergesc.com
REEMERGESC.com

1515 Richland Street
Columbia, SC 29201

This certification is required by the regulation implementing the Drug-Free Workplace Act. REEMERGE certifies that it will provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will take against employees for violation of such prohibition; (2) Making it a requirement that each employee engaged in the performance of the contract be given copy of the Drug-Free Workplace statement; (3) Taking appropriate personnel action against such an employee, up to and including termination.

2. RELEASE OF CLAIMS/LIABILITY:

REEMERGE shall indemnify, hold harmless and defend SCDC and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent acts or omission(s) of REEMERGE and/or its employees or agents in their performance of this Agreement.

3. CONFIDENTIALITY:

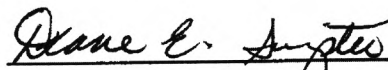
All information concerning program participants is confidential. REEMERGE staff members are not permitted to disclose participants' names or talk about them in ways that will make their identity known. No information may be released by REEMERGE.

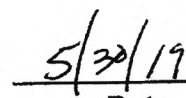
4. TERMS OF AGREEMENT:

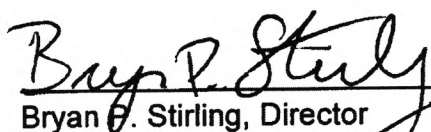
The period of performance ends on August 31, 2019; but can be renewed pending the renewal of annual funding.

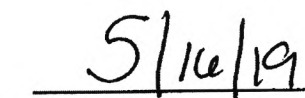
5. TERMINATION OF AGREEMENT:

SCDC may terminate this Agreement and be relieved of its obligation hereunder upon a two (2) week written notice to REEMERGE.


Diane E. Sumpter, Program Director
REEMERGE


Date


Bryan P. Stirling, Director
South Carolina Department of Corrections


Date



EXECUTIVE SITE AGREEMENT

This Executive Site Agreement ("ESA") is made and entered into by and between SC Thrive, a South Carolina nonprofit corporation ("SCT"), and South Carolina Department of Corrections ("Agency"), as of July 1, 2019 ("Effective Date"). Agency and SCT are referred to herein collectively as the "Parties" and individually as a "Party".

WHEREAS, SCT is a nonprofit organization that provides assistance to individuals and families in applying for state and federal work support and financial assistance programs and benefits in South Carolina;

WHEREAS, South Carolina Department of Corrections is a state agency which operates the prisons in South Carolina.

WHEREAS, Protech Solutions is the owner and licensor of an internet-based suite of online services known as SC Thrive's Online Application Tool which simplifies and centralizes the process of applying for state and federal assistance programs;

WHEREAS, Protech Solutions has granted to SCT, pursuant to an Affiliate Agreement, a license to provide access to and use of SC Thrive's Online Application Tool to hospitals and other providers in South Carolina (collectively, "Sites") at no cost to the Clients;

WHEREAS, SCT and the Agency desire to enter into a relationship whereby SCT shall provide Agency access to SC Thrive's Online Application Tool, as well as training, technical assistance, and other services as specified herein, all pursuant to the terms of the Agreement; and

WHEREAS, each Party possesses the requisite skill, knowledge and expertise necessary to provide the services described herein and is willing to provide such services to the other Party on the terms and conditions set forth in this ESA.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. OBLIGATIONS OF THE PARTIES.

1.1. Independent Contractor Relationship. This ESA establishes between the Parties an independent contractor relationship. No joint venture, partnership, agency, employment or other such relationship is intended, accomplished, or embodied by this ESA. No owner, contractor, agent or representative of either Party and/or any business entity owned by and/or affiliated with either Party will be considered an owner, employee or agent of the other Party for any purpose. Neither Party may make representations to third parties of any ownership and/or employment relationship with the other Party. Neither Party, nor its owners, agents and/or contractors, shall have any authority to bind the other Party in any way, to enter into contracts or to submit bids or proposals on behalf of the other Party, except as the other Party may expressly authorize in writing hereafter.

1.2. Services.

- a. SCT shall provide the following services:
 - i. Access to SC Thrive's Online Application Tool for Programs and Services and Health Services at the Following 21 Institutions:
 - 1. Allendale Correctional Institution
1057 Revolutionary Trail
Fairfax, SC 29827
 - 2. Broad River Correctional Institution
4460 Broad River Road
Columbia, SC 29210
 - 3. Evans Correctional Institution
610 Highway 9 West
Bennettsville, SC 29312
 - 4. Goodman Correctional Institution
4556 Broad River Road
Columbia, SC 29210
 - 5. Graham (Camille Griffin) Correctional Institution
4450 Broad River Road
Columbia, SC 29210
 - 6. Kershaw Correctional Institution
4848 Goldmine Highway
Kershaw, SC 29067
 - 7. Kirkland Reception and Evaluation Center
4344 Broad River Road
Columbia, SC 29210
 - 8. Leath Correctional Institution
2809 Airport Road
Greenwood, SC 29649
 - 9. Lee Correctional Institution
990 Wisacky Highway
Bishopville, SC 29010
 - 10. Lieber Correctional Institution
136 Wilborn Avenue

- P. O. Box 205
Ridgeville, SC 29472
11. Livesay Correctional Institution
104 Broadcast Drive
Spartanburg, SC 29303
 12. MacDougall Correctional Institution
1516 Old Gilliard Road
Ridgeville, SC 29472
 13. Manning Reentry/Work Release Center
502 Backman Drive
Columbia, SC 29203
 14. McCormick Correctional Institution
386 Redemption Way
McCormick, SC 29899
 15. Palmer Pre-Release Center
2012 Pisgah Road
Florence, SC 29501
 16. Perry Correctional Institution
430 Oaklawn Road
Pelzer, SC 29669
 17. Ridgeland Correctional Institution
5 Correctional Road
Ridgeland, SC 29936
 18. Trenton Correctional Institution
84 Greenhouse Road
Trenton, SC 29847
 19. Turbeville Correctional Institution
1578 Clarence Coker Hwy
Turbeville, SC 29162
 20. Tyger River Correctional Institution
100-200 Prison Road
Enoree, SC 29335
 21. Wateree River Correctional Institution
Highway 261
Rembert, SC 29128
- ii. Access to SC Thrive's Online Application Tool Document Management System;
 - iii. Access to SC Thrive's Online Application Tool Pro Permissions Level;
 - iv. Timely, reliable, and accessible SC Thrive's Online Application Tool quarterly usage data related to Provider's use of the Services, which will be provided to Provider upon ten (10) business days' advance request from Provider; and
 - v. Comprehensive training, evaluation, and certification in the use of SC Thrive's Online Application Tool to Provider's Counselors, including mandatory background checks of those individuals identified by Provider to attend Contractor's training.

- b. Agency shall provide the following services:
 - i. Identify individuals to be trained as Counselors and provide SCT with the names of such individuals at least fifteen (15) business days prior to the commencement of training;
 - ii. Use SC Thrive's Online Application Tool in a manner so as to provide dignified, respectful services that respect the privacy and confidentiality rights of Clients;
 - iii. Execute, and use SC Thrive's Online Application Tool in accordance with the terms of, an Organization and Site Terms and Conditions Agreement with SC Thrive's Online Application Tool.
 - iv. Use SC Thrive's Online Application Tool solely for the purpose of assisting Clients with applications for state and federal assistance. Provider shall not reap any financial benefit from the use of TBB;
 - v. Comply with all data and security requirements applicable to the Services;
 - vi. Protect SC Thrive's Online Application Tool login names and passwords at all times to protect against unauthorized use; and
 - vii. Promptly notify SCT of any unauthorized use of SC Thrive's Online Application Tool or breaches in security in SC Thrive's Online Application Tool of which Agency has become aware. In the event of any unauthorized use by any Client, Counselor, or other individual within Agency's control, Agency shall use its best efforts to immediately terminate and prevent further occurrences of such unauthorized use.
- c. Neither Party shall subcontract their respective services to any other person or entity without the express prior written consent of the other Party.
- d. Each Party represents that it has the skills necessary to perform its respective services and that it will perform such services in a professional manner and in accordance with the terms of this ESA. As independent contractors, each Party retains the sole right to control and direct the manner in which their respective services are performed.

1.3. Compliance with Laws. In performing their obligations hereunder, each Party will comply with all applicable federal, state and local laws.

1.4. Insurance. Each Party acknowledges and agrees that it is solely responsible for securing and maintaining any and all insurance coverage for itself and its contractors or agents, including, without limitation, commercial general liability, workers' compensation, medical, and automobile coverage.

1.5. Restrictions on Other Engagements. This ESA does not prohibit either Party from providing services to third parties, so long as such engagements do not directly or indirectly interfere with such Party's obligations under this ESA.

1.6. Confidentiality.

a. "Confidential Information" means any confidential or proprietary information, in whatever form (including on paper, electronically, on magnetic media, orally or otherwise), which (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, the public or any other person who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its confidentiality. Confidential Information includes, without limitation, business and marketing plans, technology and technical information, product plans and designs, financial information, proprietary methods and techniques, business processes, policies and strategies, employee and client information, and the terms of this ESA. SCT's Confidential Information also includes any confidential or proprietary information of SCT's clients, to which Agency may be given access in connection with this ESA. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed by the receiving party, (ii) was known to the receiving party prior to its disclosure by the disclosing party, (iii) is received from a third party without breach of any obligation owed to the disclosing, or (iv) was independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

- b. Each Party will safeguard the other Party's Confidential Information using the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care). Neither Party will (i) use any Confidential Information for any purpose outside the scope of this ESA, or (ii) disclose, permit a third party to disclose, or publish any of the other Party's Confidential Information. Except as otherwise authorized by the other Party in writing, each Party will limit access to the other Party's Confidential Information to those of its employees, contractors, and agents who need such access in connection with this ESA and who have signed confidentiality agreements containing protections no less stringent than those herein.
- c. Each Party may disclose the other Party's Confidential Information if it is compelled by law to do so, provided it gives the other Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at such other Party's cost, if such other Party wishes to contest the disclosure.
- d. Nothing in this ESA shall be construed as limiting the availability or effect of any laws, including without limitation any applicable laws in the State of South Carolina, purporting to protect trade secrets.
- e. All Confidential Information is and shall remain the sole and exclusive property of the disclosing party. Upon termination of this ESA, each Party will promptly return to the other Party all of the other Party's Confidential Information in such Party's possession, custody, or control. Each Party will irretrievably delete all of the other Party's Confidential Information stored electronically and will not retain any copies thereof.

- f. The Parties acknowledge that any violation of the covenants in this Section 1.6 will cause irreparable harm to each Party's business, and that, in addition to any other rights or remedies available in law, each Party shall be entitled to pursue injunctive relief to prevent a violation of such covenants.

1.7. Return of Property and Information. Upon termination of this ESA, each Party will immediately deliver to the other Party all property belonging to the other Party (including without limitation all materials containing Confidential Information). Upon request by the other Party, each Party will promptly furnish to the other Party a signed written statement to the effect that all such property and Confidential Information have been returned (or deleted, if applicable) and that none of the items have been retained or provided to any other entity at any time. If any such items have been provided to any other entity, the Parties will fully cooperate in all efforts to recover all such items.

1.8. Individually Identifiable Health Information. Each Party shall comply with all applicable federal and state laws and regulations regarding the confidential and secure treatment of individually identifiable health information, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as such laws and regulations are in effect from time to time. The Parties shall execute a Business Associate MOU, which shall remain in effect throughout the Term of this ESA.

2. TERM AND TERMINATION.

2.1. Term. The term of this ESA will commence on the Effective Date and will continue for one (1) year, or until this ESA is terminated pursuant to Section 2.2 (the "Term"). The Parties may extend the Term by mutual written agreement.

2.2. Termination.

- a. This ESA may be terminated by either Party, with or without cause, by giving thirty (30) days' prior written notice to the other Party.
- b. This ESA may be terminated by either Party immediately upon notice to the other Party in the event such other Party commits any of the following:
 - i. Acts of misconduct, fraud, dishonesty, or gross negligence;
 - ii. Embezzlement or misappropriation of the other Party's accounts or funds, or removal of any files or documents from the other Party's premises without such Party's prior consent;
 - iii. Material breach of the terms and conditions of this ESA, which breach has not been cured within fifteen (15) days after notice thereof; or
 - iv. Violation of any applicable federal, state or local law.

~~2.3.~~ **Effect of Termination.** Sections 1.6, 1.7, 2.3, 4.1, 4.2, 5.6 and 5.7 shall survive the termination or expiration of this ESA.

3. FEE AND EXPENSES.

3.1. Fees. During the Term, in consideration for the services to be provided hereunder, the Agency will pay SCT the following:

- Annual Operating Fee for South Carolina Department of Corrections and all 21 individual Corrections Institutions: \$70,000
- i. Four (4) closed SC Department of Corrections Trainings for new SC Thrive counselors of up to eighteen (18) people included in annual operating fee. Additional new counselors will attend regularly scheduled SCT Benefits Trainings—information regarding those trainings can be obtained by reaching out to SC Thrive's Re-Entry Coordinator and cost \$50 per person.
 - ii. Re-training of previously trained SC Thrive counselors on new SC Thrive's Online Application Tool system. A minimum of 18 people must be in each closed training. Trainings are unlimited until all relevant staff have been retrained.
 - iii. Background Check and Security Awareness Training for each Trainee: Included in annual operating fee.

The Parties acknowledge that (i) they shall not be entitled to any other fees or compensation from the other Party with respect to the services provided hereunder, (ii) their respective employees, agents and contractors are not entitled to any benefits from other Party, and (iii) they are each solely responsible for satisfying any tax obligations associated with payments received from the other Party, including applicable federal, state and local tax withholdings.

3.2. Payment. A Party shall submit a detailed invoice to the other Party for amounts due hereunder, together with any supporting documentation. Invoices shall be payable within thirty (30) days after receipt thereof. If any of the Agency's invoices remain outstanding for forty-five (45) days or more, SCT may, in its sole discretion, terminate the Services until the invoice is paid in full.

4. LIMITATIONS ON LIABILITY.

4.1. No Liability. Neither 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 the other Party, its employees or agents, in connection with the performance of services pursuant to this ESA.

4.2. Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, OR OTHERWISE RESPONSIBLE, FOR ANY LOSS OF PROFITS, DIMINUTION IN VALUE, OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH

HEREOF OR OTHERWISE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

5. MISCELLANEOUS.

- 5.1. Integration.** This ESA constitutes the entire agreement between SCT and Agency, and supersedes all previous understandings, commitments, or agreements, oral or written, with respect to the subject matter hereof. It may not be changed orally, but only by an agreement in writing signed by both Parties.
- 5.2. Enforceability; Severability.** The invalidity or unenforceability of any term or provision of this ESA shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.
- 5.3. Assignment.** Neither Party may assign any of its rights, duties and responsibilities under this ESA without the express prior written consent of the other Party.
- 5.4. Waiver.** The waiver by either Party of any breach of this ESA by the other Party shall not be construed as a waiver of any subsequent breach of this ESA.
- 5.5. Notices.** All notices permitted or required by this ESA shall be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other Party at the address set forth below or such other address as the Party may designate in writing:

To SCT:

SC Thrive
2211 Alpine Road Ext
Columbia, SC 29223
Attn: Chief Executive Officer

To Agency:

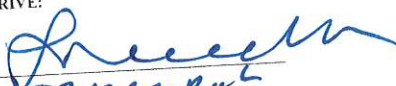
South Carolina Department of Corrections
Attn: Bryan Stirling, Director
4444 Broad River Road
Columbia, SC 29221

- 5.6. Governing Law.** This ESA shall be interpreted under, and construed in accordance with, the laws of the State of South Carolina.

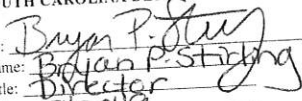
[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have executed this ESA as of the Effective Date.

SC THRIVE:

By: 
Name:
Title: CEO
Date: 9-20-19

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS:

By: 
Name: Bryan P. Stirling
Title: Director
Date: 9/20/19

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into effective as of July 1, 2019 (the "Effective Date"), by and between South Carolina Department of Corrections ("Covered Entity") and SC Thrive ("Business Associate").

Covered Entity and Business Associate are parties to that certain services agreement ("Services Agreement"), pursuant to which Business Associate performs functions and/or provides services to or on behalf of Covered Entity. In connection with the Services Agreement, Covered Entity may disclose to Business Associate certain information subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 C.F.R. Parts 160, 162 and 164 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, and its attendant regulations and guidance (the "HITECH Act"). Covered Entity and Business Associate hereby agree to the terms and conditions of this Agreement to ensure that their disclosure and use of such information is done in compliance with HIPAA and the HITECH Act.

In consideration of the foregoing, and the mutual promises contained herein and other valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

1.1. Unless otherwise specified herein, all terms used in this Agreement have the meanings established by HIPAA and the HITECH Act.

2. Business Associate Obligations.

2.1. **Permitted Uses and Disclosures.** Business Associate shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, further use or disclose Protected Health Information ("PHI") received from or created for the Covered Entity in any manner that would violate HIPAA or the HITECH Act. Business Associate agrees to abide by HIPAA with respect to the use or disclosure of PHI it creates, receives from, maintains, or electronically transmits for the Covered Entity as if the Business Associate were considered a health care provider under HIPAA. Business Associate further agrees that it will not use or disclose PHI other than as permitted or required by this Agreement or as required by law. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to the Services Agreement, provided that such use or disclosure would not violate the HIPAA Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Notwithstanding the foregoing, Business Associate shall have no liability to Covered Entity under this Agreement for disclosure or use of PHI by Business Associate in compliance with instructions from Covered Entity.

- 2.2. **Compliance with Business Associate Agreement and the HITECH Act.** Business Associate may use and disclose PHI that is created or received by Business Associate from or on behalf of Covered Entity if such use or disclosure complies with each applicable requirement of 45 C.F.R. § 164.504(e) and the HITECH Act. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that apply to covered entities also will apply to Business Associate and are incorporated into this Agreement by reference.
- 2.3. **Use/Disclosure for Administrative Activities.** Notwithstanding Section 2.2, Business Associate may use and/or disclose PHI for management and administrative activities of Business Associate or to comply with the legal responsibilities of Business Associate; provided, however, such disclosure is (i) required by law or (ii) Business Associate obtains reasonable assurances from the third party that receives the PHI that the third party will treat the PHI confidentially and will only use or further disclose the PHI in a manner consistent with the purposes that the PHI was provided by Business Associate, and promptly report any breach of the confidentiality of the PHI to Business Associate.
- 2.4. **Notification of Disclosure Required by Law.** If Business Associate believes it has a legal obligation to disclose any PHI, it will notify Covered Entity as soon as reasonably practical after it learns of such obligation, and in any event at least ten (10) business days prior to the proposed release, as to the legal requirement pursuant to which Business Associate believes the PHI must be released. If Covered Entity objects to the release of such PHI, Business Associate will allow Covered Entity to exercise any legal rights or remedies Covered Entity might have to object to the release of the PHI. Business Associate agrees to provide such assistance to Covered Entity, at Covered Entity's expense, as Covered Entity may reasonably request.
- 2.5. **Subcontractors and Agents of Business Associate.** Business Associate agrees to enter into written contracts with any of its agents or independent contractors (collectively, "Subcontractors") who receive PHI from Business Associate or create, receive, maintain, or transmit electronically, PHI from or on behalf of Covered Entity as a Subcontractor of Business Associate. Such contracts shall obligate Subcontractor to abide by the same conditions and terms as are required of Business Associate under this Agreement, including but not limited to Safeguards and Security and Notification Obligations provisions. Should Business Associate become aware of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligations stated herein, Business Associate shall either terminate the business associate relationship with Subcontractor or take steps to cure or end the violation and terminate if these attempts to cure or end the violation are not successful. Upon request, Business Associate shall provide the Covered Entity with a copy of any written agreement entered into by Business Associate and its Subcontractor to

meet the obligations of this Section. Business Associate shall be responsible for, and liable to, Covered Entity for any breach by a Subcontractor of the obligations under this Agreement or of any such required written Agreement between Business Associate and Subcontractor.

2.6. **Minimum Necessary.** Business Associate and Subcontractors, if any, shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. Business Associate agrees to comply with the Secretary's guidance on what constitutes minimum necessary.

2.7. **Restriction.** Notwithstanding 45 C.F.R. § 164.522(a)(1)(ii), Business Associate must comply with an Individual's request under 45 C.F.R. § 164.522(a)(1)(i)(A) that Business Associate restrict the disclosure of PHI of the Individual if (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

2.8. Individual Requests.

2.8.1. **Access and Amendment.** Business Associate shall notify the Covered Entity within five (5) days of receipt of a request received by Business Associate for access to, or amendment of, PHI. The Covered Entity shall be responsible for responding or objecting to such requests in accordance with the Covered Entity's HIPAA privacy policies.

2.8.1.1. **Access.** Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual request for access to PHI under 45 C.F.R. § 164.524.

2.8.1.2. **Amendment.** Upon request and instruction from Covered Entity, Business Associate shall amend PHI in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 C.F.R. § 164.526. Any request by Covered Entity to amend such information shall be completed by Business Associate within fifteen (15) business days of Covered Entity's request.

2.8.2. **Accounting.** Business Associate agrees to document disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and, if required by and upon the effective date of, Section 13405(c) of the HITECH Act and related regulatory guidance; and provide to Covered Entity or an Individual upon Covered Entity's request, information collected

in accordance with this Section, within ten (10) days of receipt of written request by Covered Entity. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate shall within ten (10) days forward such request to Covered Entity.

2.9. Miscellaneous Uses and Disclosures.

- 2.9.1. Fundraising.** Any written fundraising communication occurring on or after February 17, 2010, that is a health care operation shall, in a clear and conspicuous manner and consistent with guidance to be provided by the Secretary, provide an opportunity for the recipient of the communications to elect not to receive any further such communication. An election not to receive any further such communication shall be treated as a revocation of authorization under 45 C.F.R. § 164.508. However, no communication pursuant to this Section may be made by Business Associate without prior written authorization by Covered Entity.
- 2.9.2. Sale of PHI.** Upon the effective date of Section 13405(d) of the HITECH Act, Business Associate shall not directly or indirectly receive remuneration in exchange for PHI that is created or received by Business Associate from or on behalf of Covered Entity unless: (1) pursuant to an authorization by the Individual in accordance with 45 C.F.R. § 164.508 that includes a specification for whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual; or (2) as provided in Section 13405(d)(2) of the HITECH Act and regulations to be issued by the Secretary, upon the effective date of such regulations. However, in no instance may Business Associate receive remuneration pursuant to this Section without Covered Entity's written authorization.
- 2.9.3. Marketing.** A communication occurring on or after February 17, 2010, by Business Associate that is described in the definition of "marketing" in 45 C.F.R. § 164.501(1)(i), (ii) or (iii) for which Covered Entity receives or has received direct or indirect payment (excluding payment for treatment) in exchange for making such communication, shall not be considered a health care operation unless: (1) such communication describes only a drug or biologic that is currently being prescribed for the recipient of the communication and any payment received in exchange for making such a communication is reasonable in amount; or (2) the communication is made by Business Associate on behalf of Covered Entity and the communication is otherwise consistent with this Agreement. However, no communication pursuant to this Section may be made by Business Associate without prior written authorization by Covered Entity.
- 2.10. Safeguards.** Business Associate shall utilize physical, administrative and technical safeguards to ensure that PHI is not used or disclosed in any manner inconsistent with this Agreement or the purposes for which Business Associate

received PHI from, or created PHI for, Covered Entity. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any PHI that Business Associate creates, receives, maintains or transmits electronically on behalf of Covered Entity under the Agreement and also to protect against reasonably anticipated threats or hazards to the security or integrity of electronic PHI. Upon request, Business Associate shall provide Covered Entity with a written description of the physical, administrative and technical safeguards adopted by Business Associate to meet its obligations under this Section.

2.11. Security Obligations.

2.11.1. **Security Rule Obligations.** Business Associate acknowledges that 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 apply to Business Associate in the same manner that such sections apply to covered entities, and are incorporated into this Agreement by reference. The additional requirements of the HITECH Act that relate to security and that apply to covered entities also apply to Business Associate and are incorporated into this Agreement by reference. Business Associate agrees to implement the technical safeguards provided in guidance issued annually by the Secretary of the U.S. Department of Health and Human Services ("HHS") for carrying out the obligations under the Code of Federal Regulation sections cited in this Section and the security standards in 45 C.F.R. Part 164 Subpart C.

2.11.2. **Encryption for Portable Devices.** PHI stored, transmitted or retained on portable devices for or on behalf of Covered Entity shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of the HHS in guidance issued under Section 13402(h)(2) of the HITECH Act on the HHS website. The term "portable device" shall include transportable devices that perform or facilitate computing, storage or transmission, including but not limited to CDs, DVDs, USB flash drives, laptops, PDAs, and portable audio/video devices.

2.12. **Access by Secretary of Health & Human Services.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule. Business Associate shall promptly notify Covered Entity that Business Associate has received such a request. Upon Business Associate's receipt of written directive to do so from Covered Entity in a form reasonably acceptable to Business Associate, Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Covered Entity's

compliance with the HIPAA Privacy Rule, and shall provide Covered Entity with a duplicate copy of such PHI delivered to the Secretary.

3. **Notification Obligations.** Business Associate agrees to implement response programs and record-keeping systems to enable Business Associate to comply with the requirements of this Section, HIPAA and the HITECH Act, when Business Associate detects or becomes aware of unauthorized access to information systems or documents that contain PHI. Business Associate agrees to mitigate any effects of the unlawful use or disclosure of PHI by Business Associate.
- 3.1. Business Associate agrees to immediately notify Covered Entity, by electronic mail, or telephone, of any breach or suspected breach of its security related to areas, locations, systems, documents or electronic systems which contain unsecured PHI, any Security Incident, instance of theft, fraud, deception, malfeasance, or use, access or disclosure of PHI which is inconsistent with the terms of this Agreement (an "Incident") upon having reason to suspect that an Incident may have occurred, and typically prior to beginning the process of verifying that an Incident has occurred or determining the scope of any such Incident, and regardless of the potential risk of harm posed by the Incident.
- 3.2. In the event of any such Incident, Business Associate shall further provide to Covered Entity, in writing, such details concerning the Incident as Covered Entity may request, and shall cooperate with Covered Entity, its regulators and law enforcement to assist in regaining possession of such unsecured PHI and prevent its further unauthorized use, and take any necessary remedial actions as may be required by Covered Entity to prevent other or further Incidents.
- 3.3. If Covered Entity determines that it may need to notify any Individual(s) as a result of such Incident that is attributable to Business Associate's breach of its obligations under this Agreement, Business Associate shall bear all reasonable direct and indirect costs associated with such determination including, without limitation, the costs associated with providing notification to the affected Individuals, providing fraud monitoring or other services to affected Individuals and any forensic analysis required to determine the scope of the Incident.
- 3.4. In addition, Business Associate agrees to update the notice provided to Covered Entity under this Section to include, to the extent possible and as soon as possible working in cooperation with Covered Entity, any of the following information Covered Entity is required to include in its notice to the Individuals pursuant to 45 C.F.R. §164.404(c).
- 3.4.1. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the Incident;

3.4.2. A brief description of what happened, including the date of the Incident and the date of discovery of the Incident, if known;

3.4.3. A description of the types of Unsecured PHI that were involved in the Incident (such as whether the full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3.4.4. Any steps the Individual should take to protect themselves from potential harm resulting from the Incident;

3.4.5. A brief description of what is being done to investigate the Incident, mitigate the harm and protect against future Incidents; and

3.4.6. Contact procedures for Individuals to ask questions or learn additional information which shall include a toll-free number, an e-mail address, Web site, or postal address, if Covered Entity specifically requests Business Associate to establish contact procedures.

3.4.7. Business Associate shall have an ongoing duty to submit updated information to Covered Entity immediately at the time the information becomes available to Business Associate.

4. Term and Termination.

4.1. **Term.** The Term of this Agreement shall be effective as of the Effective Date and shall terminate upon termination of the Services Agreement.

4.2. **Termination Upon Material Breach.** Covered Entity may, in its sole discretion, terminate the Services Agreement and this Agreement, upon determining that Business Associate violated a material term of this Agreement. If the Covered Entity makes such a determination, it shall inform Business Associate in writing that the Covered Entity is exercising its right to terminate under this Section and such termination shall take effect immediately.

4.3. **Reasonable Steps to Cure Material Breach.** At the Covered Entity's sole option, the Covered Entity may, upon written notice to Business Associate, allow Business Associate an opportunity to take prompt and reasonable steps to cure a violation or breach of any material term of this Agreement to the complete satisfaction of the Covered Entity within ten (10) days of the date of written notice to Business Associate. Business Associate shall submit written documentation reasonably acceptable to the Covered Entity of the steps taken by Business Associate to cure any material violation. If Business Associate fails to cure a material breach within the specified time period, then the Covered Entity shall be entitled to terminate this Agreement, if feasible; or, if it is not feasible to terminate this Agreement, to report Business Associate's material breach to the Secretary of HHS.

- 4.4. **Return or Destruction of PHI Upon Termination.** Within thirty (30) days of termination of this Agreement, Business Associate will return to Covered Entity all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity which Business Associate maintains in any form or format, and Business Associate will not maintain or keep in any form or format any portion of such PHI. Alternatively, upon notice to Covered Entity, Business Associate may destroy all PHI upon termination of this Agreement rather than returning PHI to the Covered Entity. Business Associate shall provide written documentation of such destruction. The requirement to return or destroy such PHI will apply to all Subcontractors of Business Associate. Business Associate will be responsible for recovering and returning to Covered Entity, or destroying, any PHI from such Subcontractors. If Business Associate cannot obtain the PHI from any Subcontractor, Business Associate will so notify Covered Entity and will require that such Subcontractors directly return PHI to Covered Entity or otherwise destroy such PHI, subject to the terms of this Section.
- 4.5. **Alternative Measures.** If Business Associate believes that returning or destroying PHI at the termination of this Agreement is infeasible, it will provide written notice to Covered Entity within five (5) business days of the effective date of termination of this Agreement. Such notice will set forth the circumstances that Business Associate believes make the return or destruction of PHI infeasible and the alternative measures that Business Associate recommends for assuring the continued confidentiality and security of the PHI. Covered Entity, within a commercially reasonable timeframe, will notify Business Associate of whether it agrees that the return or destruction of PHI is infeasible. If Covered Entity agrees that return or destruction of PHI is infeasible, Business Associate agrees to extend all protections, limitations and restrictions of this Agreement to Business Associate's use or disclosure of PHI retained after termination of this Agreement, and to limit further uses or disclosures to those purposes that make the return or destruction of the PHI infeasible. In such instances all obligations of Business Associate shall survive termination of this Agreement, including but not limited to indemnification provisions of this Agreement. Any such extended protections, limitations and restrictions, including but not limited to indemnification provisions, will apply to any Subcontractors of Business Associate for whom return or destruction of PHI is determined by Covered Entity to be infeasible. If Covered Entity does not agree that the return or destruction of PHI from Business Associate or its Subcontractors is infeasible, Covered Entity will provide Business Associate with written notice of its decision, and Business Associate, its Subcontractors will proceed with the return or destruction of the PHI pursuant to the terms of this Section within fifteen (15) days of the date of Covered Entity's notice.
5. **Modification and Amendment of Agreement.** This Agreement contains the entire understanding of the parties regarding the privacy and security obligations of Business Associate under HIPAA and the HITECH Act and will be modified only by a written

document signed by each party except as otherwise provided in this Section. The parties acknowledge and agree that HIPAA and the HITECH Act may be amended and additional guidance and/or regulations may be issued after the date of the execution of this Agreement and may affect the parties' obligations under this Agreement ("Future Directives"). The parties agree to abide by such Future Directives as these Future Directives may affect the obligations of the parties. If Future Directives affect the obligations of the parties, then Covered Entity shall notify Business Associate of Future Directives in writing within thirty (30) days before Future Directives are effective. The notification of Business Associate by Covered Entity of Future Directives that affect the obligations of the parties related to the Business Associate relationship shall be considered amendments to this Agreement binding on both parties. Upon any amendment to HIPAA and/or the HITECH Act, or upon receipt of a notice of Future Directives, Business Associate shall have the option to terminate the Services Agreement on notice to Covered Entity.

6. Relationship of the Parties. The Parties hereto acknowledge that Business Associate shall be and have the status of independent contractor in the performance of its obligations under the terms of this Agreement as to Covered Entity. Nothing in this Agreement shall be deemed or construed to create a joint venture or partnership between Covered Entity and Business Associate.
7. Hold Harmless. Neither 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 the other party, its employee or agents, in connection with the performance of services pursuant to this Agreement.
8. Exception to Limitations and Exclusions. Business Associate's obligations under this Agreement and any breach by Business Associate or its Subcontractors of the obligations in this Agreement shall not be subject to any limitations on damages that may be specified in any agreement, invoice, statement of work or similar document setting forth the services Business Associate is providing to Covered Entity.
9. Injunctive Relief. Business Associate expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this Agreement may cause Covered Entity to be irreparably harmed and that Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such breach, or threatened breach, Covered Entity will be entitled to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to Covered Entity at law or in equity.
10. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity to testify as witnesses, or otherwise, in the event of litigation, administrative

proceedings or investigations being commenced against Covered Entity, its directors, officers, or employees based upon a claimed violation of this Agreement, HIPAA, the HITECH Act, or other laws relating to security and privacy.

11. **Notice.** Except as otherwise provided in this Agreement, any notice permitted or required by this Agreement will be considered made on the date personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or as either party may designate in writing:

Covered Entity: South Carolina Department of Corrections
4444 Broad River Road
Columbia, SC 29221

Business Associate: SC Thrive
2211 Alpine Road Extension
Columbia, SC 29223

12. **Miscellaneous.**

- 12.1. **Conflicts.** The terms and conditions of this Agreement will override and control over any conflicting term or condition of other agreements between the parties. All non-conflicting terms and conditions of such agreements shall remain in full force and effect.
- 12.2. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
- 12.3. **Waiver.** The waiver by Business Associate or Covered Entity of a breach of this Agreement will not operate as a waiver of any subsequent breach. No delay in acting with regard to any breach of this Agreement will be construed to be a waiver of the breach.
- 12.4. **Assignment.** This Agreement will not be assigned by either party without prior written consent of the other party. This Agreement will be for the benefit of, and binding upon, the parties hereto and their respective successors and permitted assigns.
- 12.5. **Governing Law.** The interpretation and enforcement of this Agreement will be governed by the laws of the State of the location of the Covered Entity.

12.6. **No Third Party Beneficiary Rights.** Nothing express or implied in this Agreement is intended or shall be interpreted to create or confer any rights, remedies, obligations or liabilities whatsoever in any third party.

12.7. **Headings.** The section headings contained in this Agreement are for reference purposes only and will not affect the meaning of this Agreement.

12.8. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same.

IN WITNESS WHEREOF, Business Associate and Covered Entity execute this Agreement as of the Effective Date.

COVERED ENTITY:

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

By: [Signature]
Name: Bryan P. Stirling
Title: Director
Date: 9/20/19

BUSINESS ASSOCIATE:

SC THRIVE

By: [Signature]
Name: Theresa Ann
Title: CEO
Date: 9-20-19

**SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
IMPACT STATEMENT FOR CONTRACTS
FISCAL YEAR 2016**

Contract Number: _____ Contract Title: Confidential Support Services for Sexual Trauma to Inmates
Agency Area: Broad River, Camille, Kirkland, Goodman, Manning, Wateree River, Turbeville
Proposal Prepared by: John Barkley Agency PREA Coordinator
Phone Number: 896-6436 Accounting Codes: _____
Contract Cost: \$8101 (this is \$1 dollar per bed at all 6 institutions)
Contract Period: 12 months (to be renewed after the 12 months concludes)

Please prepare a summary of the contract, and justification for entering into the contract. Will implementation of this contract create more costs to the Agency or will there be cost savings that will benefit the Agency?

Federal PREA Standard 115.53 requires Inmate Access to outside Confidential support services. Sexual Trauma Services of the Midlands is responsible for Richland, Lexington, Newberry, Sumter and Clarendon Counties where 6 of our prisons are located. The cost for this service was derived from \$1 a year for each bed at the institutions which totals 8,101. Sexual Trauma Services will be available via phone and/or mail to provide confidential support to the inmates at these six prisons.

Signed: _____

Date: February 23, 2016

Please scan and attach this document to the Contract when entering into the Agency contract system. No contracts will be approved without this documentation.

SCDC FORM 15-28 (CREATED JULY, 2015)



February 15, 2017

John Barkley
PREA Coordinator
Office of Legal and Compliance
SC Department of Corrections

Dear Mr. Barkley,

This letter is to inform you that Sexual Trauma Services of the Midlands is the only sexual assault services agency operating in Richland, Lexington, Newberry, Sumter, and Clarendon Counties. STSM is a member agency of the SC Coalition Against Domestic Violence and Sexual Assault.

STSM offers the following services to inmates at institutions in our service area:

- 24-hour hotline
- 24-hour hospital accompaniment
- Crisis intervention
- Information and support via mail

Facilities in our service area include Manning Reentry Work Release Center, Broad River Correctional Institute, Goodman/Camille Griffin Graham, Kirkland, Wateree, and Turbeville Institutions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Dell Hayes". The signature is fluid and cursive, with the first name "Mary" being more prominent.

Mary Dell Hayes
Executive Director

3830 Forest Drive
Suite 201
Columbia SC
29204

803.790.8208
803.790.8262

www.stsm.org

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the SC Department of Corrections facilities in Lexington, Richland, Newberry, Sumter, and Clarendon Counties and Sexual Trauma Services of the Midlands on the date of final signature below, and is written to facilitate an agreement between the parties for services related to goals and implementation of federal Prison Rape Elimination Act (PREA) mandates.

- I. SCDC is responsible for:
 - a. Placing informational signs with instructions on how to access the crisis hotline in areas visible to inmates;
 - b. Providing inmates with confidential, 24-hour access to STSM's prison hotline, at no cost, through the inmate telephone system;
 - c. Providing inmates with confidential access to STSM by mail for the purpose of obtaining, signing and delivering release forms and receiving emotional support;
 - d. Making the involvement of STSM a component of standard response to a report of sexual abuse and/or a request for help by an inmate;
 - e. Respecting the confidential nature of communication between STSM advocates and inmates;
 - f. Any time that an incident or allegation of sexual abuse is discovered or reported by an inmate, the institution will ensure, within 120 hours of the incident, the inmate is allowed access via an ambulance, police, or personal transportation for a forensic medical exam, and to meet with a rape crisis advocate from STSM. If the incident occurred more than 120 hours prior to the report, the institution will ensure that the victim receives a medical evaluation and any needed treatment and provide contact information for STSM;
 - g. Providing STSM contact information to all inmates upon release. This shall be done without regard to the presence or status of an investigation;
 - h. Communicating any questions or concerns to the STSM staff.
- II. *Sexual Trauma Services of the Midlands* (hereinafter "STSM") is responsible for:
 - a. Responding to calls from inmates received on STSM's 24 hour crisis hotline;
 - b. Providing inmates with confidential emotional support services related to sexual abuse during their residency at an institution and during their transition from the corrections facility into the community;
 - c. Providing follow-up services to victims of sexual assault as resources allow, including in-person visits;
 - d. Maintaining confidentiality of communications with inmates;
 - e. Working with designated staff to obtain security clearance as needed and follow all facility guidelines for safety and security;

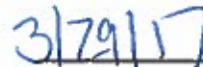
- f. Attending any and all Sexual Abuse Incident Reviews at the request of an inmate with the understanding that STSM cannot disclose any communication with an inmate without a signed release from said inmate.
- g. Communicating any questions or concerns to *PREA* Coordinator that are not in violation of confidentiality.

- 1) Term of MOU: This MOU shall begin on the date of final signature below, and continue until it is terminated by either party.
- 2) SCDC agrees to make a one-time payment to Sexual Trauma Services of the Midlands (STSM) in the amount of \$8,101.00 within thirty (30) after the effective date of signature below.
- 3) MOU Termination and Modification: This MOU may be terminated, without cause, by either of the parties with no less than thirty (30) calendar days written notice. The MOU may be terminated by either party, with cause, with two (2) days written notice.

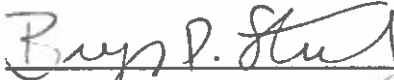
Otherwise, any modification must be agreed to and signed by both parties and attached to this MOU as a modification.



Executive Director
Sexual Trauma Services of the Midlands



Date



Bryan P. Stirling, Agency Director
South Carolina Department of Corrections



Date

Parole Board - Inmate Information Available

Included in the Department of Corrections' (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's October 8, 2019, letter to the Department of Corrections: "15. What information does the parole board request about inmates?"

In addition to providing the information in this document, SCDC provided the following response:

- The S.C. Department of Probation, Parole and Pardon Services downloads data from SCDC's OMS nightly; therefore, the Parole Board does not request anything from SCDC. Please see attached list of information provided through OMS.

Inmate Information available to the Parole Board

- Inmate demographics
- Inmate movement
- YOA programs-Young Offender Intensification Program participation
- Victims
- Reentry Services
- Detainers
- Disciplinarys
- Parole review
- Programs-program participation, while at SCDC, to include start and end date and completion status
- Drug testing
- Supervised furlough reviews
- Classification reviews
- Priors
- Inmate address
- Conviction
- Alias
- Accomplices
- Relatives
- Previous numbers
- Education-certificates earned while at SCDC and enrollment in educational programs
- STG-Security Threat Group
- TCUDS-Texas Christian University Drug Dependency Screen
- EWC-Earned Work Credits
- EEC-Earned Education Credits
- Inmate restrictions

Mental Health Disorders – Inmate Recidivism Rate

Included in the Department of Corrections' (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's October 8, 2019, letter to the Department of Corrections: "29. What is the recidivism rate for inmates diagnosed with a mental health disorder?"

In addition to providing the information in this document, SCDC provided the following response:

- Please see attached Recidivism Rates of Inmates Released FY2012-FY2016.

South Carolina Department of Corrections
Recidivism Rates of Inmates Released during FY2012 - FY2016

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Total Number of Releases	11,409	9,623	9,485	9,354	9,147
Percentage of Releasees who Returned to SCDC:	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Within One Year or Less	6.2%	6.2%	5.6%	5.8%	5.5%
Within Two Years or Less	15.5%	16.2%	15.2%	15.7%	14.2%
Within Three Years or Less	22.4%	23.1%	22.7%	22.3%	21.2%
Within Four Years or Less	27.2%	28.4%	27.6%	27.3%	n/a
Within Five Years or Less	30.9%	31.8%	30.8%	n/a	n/a

Comparison of 3-Year Recidivism Rates by Inmate Attributes

Attributes	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Overall Rate	22.4%	23.1%	22.7%	22.3%	21.2%
Gender					
Males	23.3%	24.1%	23.7%	23.1%	21.9%
Females	15.2%	15.2%	14.8%	16.2%	15.7%
Type of Release					
Maxout (Expiration of Sentence)	17.7%	19.0%	18.7%	18.6%	17.1%
Parole	18.3%	17.4%	19.0%	19.5%	16.8%
Probation	31.8%	32.2%	34.3%	31.3%	29.6%
Community Supervision	14.0%	14.7%	12.0%	12.9%	12.6%
Supervised Reentry	n/a	36.1%	27.9%	25.1%	27.1%
Youthful Offender Act* - Parole	38.4%	37.7%	30.9%	31.9%	33.7%
Youthful Offender Act* - Maxout	23.0%	27.8%	25.0%	32.8%	24.7%
Youthful Offender Act* - Intensive Supervision Parole	n/a	22.9%	28.9%	30.3%	30.6%
Age at Release					
Under 25 Years	32.0%	31.8%	28.5%	29.1%	31.4%
25-30 Years	23.6%	23.1%	23.4%	24.1%	20.7%
31-40 Years	19.9%	20.3%	21.9%	19.7%	21.3%
Over 40 Years	17.0%	19.8%	19.1%	19.2%	16.2%
Program Participation					
Pre-Release	21.6%	20.8%	20.8%	20.4%	19.9%
Work Program	17.9%	19.1%	22.6%	16.3%	15.8%
Labor Crew	17.8%	19.1%	21.9%	18.0%	17.4%
Labor Crew/Work Program	17.8%	19.1%	21.8%	18.0%	17.3%
Prison Industry	14.6%	13.5%	12.5%	13.4%	10.9%
GED Earned in SCDC Education Program	21.4%	21.7%	21.3%	17.3%	15.8%
Sentence Type					
Youthful Offender Act*	36.9%	35.6%	29.7%	30.8%	30.5%
Straight-time	20.7%	21.7%	21.9%	21.4%	20.3%
Criminal History					
Had Conviction and/or Commitment	24.7%	25.4%	25.6%	25.4%	22.8%
Had Commitment	26.4%	27.1%	26.8%	26.7%	23.4%

No Known Priors	18.6%	19.4%	18.0%	17.4%	18.6%
Mental Health Classification at time of release					
Mentally III	26.4%	25.9%	25.8%	24.4%	24.7%
Non-Mentally III	21.9%	22.8%	22.3%	22.1%	20.8%

* Youthful Offender Act (YOA) inmates serve an indeterminate sentence of 1 to 6 years. "Intensive Supervision Parole" releases began in FY13; this parole program includes "first time" youthful offenders who undergo intensive programs/oversight while institutionalized and while on parole supervision.

Addiction Treatment – Inmate Recidivism Rates

Included in the Department of Corrections' (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's October 8, 2019, letter to the Department of Corrections: "31. What is the recidivism rates for the following type of inmates: (a) Need assessment/court-ordered treatment, admitted to ATU, and graduate from ATU; (b) Need assessment/court-ordered treatment, admitted to ATU, and don't graduate from ATU; and (c) Need assessment/court-ordered treatment and not admitted to ATU."

In addition to providing the information in this document, SCDC provided the following response:

- Please see attached HLOC Recidivism Request on ATU.

3-Year Recidivism Rates of Inmates Released during FY16

	<i>Recidivism Rate</i>
Need assessment/court-ordered, admitted to ATU, and graduate from ATU	21.7%
Need assessment/court-ordered, admitted to ATU, and did not graduate from ATU	26.0%
Need assessment/court-ordered, and not admitted to ATU	23.6%

Overall Recidivism rate among all FY16 releases: 21.2%

Crimes committed inside SCDC – Number of Referrals to Solicitors’ Offices and Prosecutions

Included in the Department of Corrections’ (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC’s October 8, 2019, letter to the Department of Corrections: “41. For each of last three years, please provide the number of cases sent to solicitors’ offices and the number prosecuted, by type of person arrested (e.g., employee, civilian, or inmate) type of case (e.g., dashing, etc.), and solicitors office.”

In addition to providing the information in this document, SCDC provided the following response:

- Please see attached HLOC Follow-up-Police Services.

Police Services Cases Resulting in Arrests by County, Subject Type Arrested, Total # Cases, and Year of Case Opening
CY 2016 to 2019 (as of October 10, 2019)

		2016				2017				2018				2019			
COUNTY	PRIMARY	#Civilian	#Inmate	#Employee	TOTAL CASES	#Civilian	#Inmate	#Employee	TOTAL CASES	#Civilian	#Inmate	#Employee	TOTAL CASES	#Civilian	#Inmate	#Employee	TOTAL CASES
ALLENDALE COUNTY	ASSAULT (INMATE ON INMATE)	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	ASSAULT ON EMPLOYEE BY INMATE	0	1	0	1	0	3	0	2	0	0	0	0	0	1	0	1
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	1	0	0	1	0	0	2	1	0	0	0	0	0	0	1	1
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	1	1	1	2	1	0	0	1	1	1	0	1	0	0	0	0
	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	0	0	0	0	0	0	0	0	0	2	0	1	0	0	0	0
	PREA - STAFF ON INMATE SEX ABUSE	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0
BERKELEY COUNTY	ASSAULT ON EMPLOYEE BY INMATE	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	0	0	0	0	1	2	0	3	0	0	0	0	0	1	1	0
CALHOUN COUNTY	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0
CHARLESTON COUNTY	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	0	0	0	0	0	0	0	0	2	0	0	0	1	0	0	0
CLARENDON COUNTY	ASSAULT (INMATE ON INMATE)	0	15	1	5	0	5	0	1	0	3	0	3	0	1	0	1
	ASSAULT ON EMPLOYEE BY INMATE	0	2	0	2	0	3	0	3	0	2	0	2	0	1	0	1
	ASSISTANCE TO INSTITUTIONS OR OTHER	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0
	BURGLARY, STEALING, THEFT, EMBEZZLEMENT	0	0	0	0	0	2	0	1	0	0	0	0	0	0	0	0
	CANINE DRUG SEARCHES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1
	COMPLAINTS, CIVILIAN	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	8	1	0	5	1	3	0	2	5	4	1	5	1	0	1	2
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	7	6	2	11	6	26	1	20	4	8	0	10	5	4	0	7
	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0
	HOMICIDE	0	0	0	0	0	24	0	1	0	0	0	0	0	0	0	0
	HOSTAGES, KIDNAPPING	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0
	LIQUOR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
	POSSESSION OF A WEAPON BY INMATE (OTHER THAN FIREARM)	0	0	0	0	0	0	0	0	0	7	0	6	0	4	0	3
	PREA - INMATE ON INMATE SEX ABUSE	0	1	0	1	0	0	0	0	0	1	0	1	0	1	0	1
	RIOTING, INCITING A RIOT, DISTURBANCE	0	1	0	1	0	10	0	1	0	0	0	0	0	0	0	0
	SEXUAL MISCONDUCT	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0
	USE OF FORCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
DORCHESTER COUNTY	ARREST INFORMATION (EMPLOYEE)	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	ASSAULT (INMATE ON INMATE)	0	2	0	1	0	5	0	2	0	3	0	2	0	5	0	1
	ASSAULT ON EMPLOYEE BY INMATE	0	7	0	4	0	3	0	3	0	5	0	5	0	1	0	1
	ASSAULT ON INMATE BY EMPLOYEE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
	ASSAULT, OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	0	0	0	0	0	0	0	0	2	1	1	3	2	0	0	2
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	2	3	0	3	3	6	0	6	9	7	1	9	1	0	1	2
	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	0	0	0	0	3	2	0	1	0	1	0	1	0	0	0	0
	HOMICIDE	0	1	0	1	0	1	0	1	0	0	0	0	0	1	0	1
	IDENTIFICATION PROBLEMS	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0
	PERSONNEL INVESTIGATIONS	0	0	0	0	0	1	2	2	0	0	0	0	0	0	0	0
	POSSESSION OF A WEAPON BY INMATE (OTHER THAN FIREARM)	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0
	SEXUAL MISCONDUCT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
	USE OF FORCE	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0
EDGEFIELD COUNTY	ASSAULT (INMATE ON INMATE)	0	5	0	2	0	6	0	2	0	10	0	2	0	0	0	0
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	0	0	0	0	0	1	0	1	2	2	1	4	0	0	0	0
	POSSESSION OF A WEAPON BY INMATE (OTHER THAN FIREARM)	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
	PREA - STAFF ON INMATE SEX ABUSE	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0
FLORENCE COUNTY	RIOTING, INCITING A RIOT, DISTURBANCE	0	6	0	1	0	28	0	1	0	6	0	1	0	0	0	0
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	0	0	0	0	0	0	0	0	3	2	0	1	0	0	0	0
	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	0	0	0	0	0	1	0	1	1	3	0	3	0	0	0	0
GREENVILLE COUNTY	ASSAULT (INMATE ON INMATE)	0	4	0	3	0	13	0	4	0	0	0	0	0	0	0	0
	ASSAULT ON EMPLOYEE BY INMATE	0	3	0	3	0	4	0	4	0	0	0	0	0	0	0	0
	AUTO, VEHICLE INCIDENTS	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	2	0	0	2	2	8	1	6	0	1	1	2	0	0	0	0
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	1	7	0	5	2	13	1	14	2	2	0	4	1	1	0	2
	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
	HOMICIDE	0	0	0	0	0	5	0	1	0	0	0	0	0	1	0	1
	PERSONNEL INVESTIGATIONS	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0
	POSSESSION OF A WEAPON BY INMATE (OTHER THAN FIREARM)	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0
	PREA - INMATE ON INMATE SEX ABUSE	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0
	PREA - STAFF ON INMATE SEX ABUSE	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0
	RIOTING, INCITING A RIOT, DISTURBANCE	0	6	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	USE OF FORCE	0	0	0	0	0	3	1	1	0	0	0	0	0	0	0	0
	VIOLATION OF EMPLOYEE-INMATE RELATIONS POLICY	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0

Police Services Cases Resulting in Arrests by County, Subject Type Arrested, Total # Cases, and Year of Case Opening
CY 2016 to 2019 (as of October 10, 2019)

		2016				2017				2018				2019			
COUNTY	PRIMARY	#Civilian	#Inmate	#Employee	TOTAL CASES	#Civilian	#Inmate	#Employee	TOTAL CASES	#Civilian	#Inmate	#Employee	TOTAL CASES	#Civilian	#Inmate	#Employee	TOTAL CASES
GREENWOOD COUNTY	ASSAULT ON EMPLOYEE BY INMATE	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	CONSPIRACY	0	0	0	0	0	0	0	0	1	2	0	3	1	0	0	0
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	0	0	0	0	3	3	0	6	4	0	0	4	0	1	0	1
	FALSE STATEMENT, PERJURY (LYING, INVESTIGATION INTERFERENCE)	0	1	0	1	0	0	0	0	0	0	0	0	0	1	0	1
HAMPTON COUNTY	PREA - STAFF ON INMATE SEX HARASSMENT	0	0	0	0	0	1	0	1	1	0	0	1	0	0	0	0
JASPER COUNTY	ASSAULT (INMATE ON INMATE)	0	4	0	4	0	6	0	6	3	0	0	3	0	1	2	3
	ASSAULT ON EMPLOYEE BY INMATE	0	0	0	0	0	2	0	2	2	0	1	3	1	0	0	4
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	0	2	0	2	1	0	1	2	0	0	0	0	1	1	1	3
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	6	6	1	13	8	11	1	20	2	8	2	12	1	2	1	4
	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	HOMICIDE	0	0	0	0	0	3	3	6	1	0	0	1	0	0	0	1
	INDECENT EXPOSURE OR FLASHER	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	1
	POSSESSION OF A WEAPON BY INMATE (OTHER THAN FIREARM)	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
	PREA - INMATE ON INMATE SEX ABUSE	0	2	0	2	0	2	0	2	1	0	0	1	0	0	0	1
	RIOTING, INCITING A RIOT, DISTURBANCE	0	8	0	8	1	0	0	1	0	0	0	0	0	0	0	0
	ASSAULT (INMATE ON INMATE)	0	9	0	9	0	7	0	7	4	0	5	9	3	0	0	8
	ASSAULT ON EMPLOYEE BY INMATE	0	7	0	7	0	8	0	8	5	0	4	9	4	0	4	8
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	0	1	0	1	3	5	1	9	8	6	1	15	3	0	0	14
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	0	2	0	2	4	3	0	7	5	0	4	9	5	2	2	9
LANCASTER COUNTY	HOSTAGES, KIDNAPPING	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	POSSESSION OF A WEAPON BY INMATE (OTHER THAN FIREARM)	0	0	0	0	0	0	0	0	0	0	1	1	1	0	2	3
	PREA - INMATE ON INMATE SEX ABUSE	0	0	0	0	0	1	0	1	1	0	1	2	1	0	0	2
	SEXUAL MISCONDUCT	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	2
	USE OF FORCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
	VIOLATION OF EMPLOYEE-INMATE RELATIONS POLICY	1	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	0	0	0	0	0	0	0	0	0	2	1	3	1	0	0	4
	ASSAULT (INMATE ON INMATE)	0	1	0	1	0	5	0	5	3	0	7	10	3	0	4	10
	ASSAULT ON EMPLOYEE BY INMATE	0	2	0	2	0	1	0	1	1	0	0	1	0	0	3	4
	ASSAULT ON INMATE BY EMPLOYEE	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	2
LAURENS COUNTY	ASSAULT, OTHER	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	3	0	1	4	2	1	2	5	5	8	1	14	6	0	0	20
LEE COUNTY	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	2	5	1	8	7	2	2	11	5	2	0	7	3	1	2	10
	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	0	1	0	1	0	1	0	1	1	0	1	3	1	0	0	5
	FLIM FLAM, CON GAMES, FRAUD	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	2
	HOMICIDE	0	3	0	3	0	9	0	9	1	0	0	1	0	0	0	1
	HOSTAGES, KIDNAPPING	0	0	0	0	0	0	0	0	0	0	2	2	1	0	0	3
	PERSONNEL INVESTIGATIONS	0	2	0	2	0	0	1	1	1	0	0	1	1	0	0	2
	POSSESSION OF A WEAPON BY INMATE (OTHER THAN FIREARM)	0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	2
	ASSAULT (INMATE ON INMATE)	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	ASSAULT ON EMPLOYEE BY INMATE	0	3	0	3	0	3	0	3	3	0	3	9	3	0	0	15
	ASSAULT ON INMATE BY EMPLOYEE	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	2
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	0	0	1	1	2	2	0	4	2	1	1	4	1	0	0	6
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	2	1	0	3	4	3	2	9	6	4	8	18	8	3	1	29
MARLBORO COUNTY	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	0	1	0	1	0	5	0	5	2	0	2	4	2	0	0	6
	EXTORTION	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
	FORGERY AND COUNTERFEITING	0	0	0	0	0	0	0	0	0	0	2	2	1	0	0	4
	HOMICIDE	0	0	0	0	0	3	0	3	1	0	2	3	1	0	0	4
	PERSONNEL INVESTIGATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
	PREA - INMATE ON INMATE SEX ABUSE	0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	2
	PREA - STAFF ON INMATE SEX ABUSE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
	SEXUAL HARASSMENT OF EMPLOYEES	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	2
	VIOLATION OF EMPLOYEE-INMATE RELATIONS POLICY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
	ASSAULT (INMATE ON INMATE)	0	7	0	7	0	1	0	1	1	0	8	9	3	0	6	12
	ASSAULT ON EMPLOYEE BY INMATE	0	2	0	2	0	2	0	2	1	0	2	3	2	0	0	5
	ASSAULT ON INMATE BY EMPLOYEE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	5	6	0	11	2	1	2	5	4	1	2	7	2	2	0	11
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	4	0	1	5	4	3	2	9	6	3	4	13	6	5	4	25
	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	0	2	0	2	0	1	0	1	1	0	0	1	0	0	0	2
MCCORMICK COUNTY	HOMICIDE	0	4	0	4	0	0	0	0	0	0	0	0	0	0	0	0
	INFORMATION OR COMPLAINT (GENERAL)	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	INTEL INFORMATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
	POSSESSION OF A WEAPON BY INMATE (OTHER THAN FIREARM)	0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	2
	PREA - INMATE ON INMATE SEX ABUSE	0	1	0	1	0	1	0	1	1	0	2	3	2	0	0	5
	PREA - STAFF ON INMATE SEX ABUSE	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	4
	ASSAULT (INMATE ON INMATE)	0	7	0	7	0	1	0	1	1	0	8	9	3	0	6	12
	ASSAULT ON EMPLOYEE BY INMATE	0	2	0	2	0	2	0	2	1	0	2	3	2	0	0	5

Police Services Cases Resulting in Arrests by County, Subject Type Arrested, Total # Cases, and Year of Case Opening
CY 2016 to 2019 (as of October 10, 2019)

COUNTY	PRIMARY	2016				2017				2018				2019			
		#Civilian	#Inmate	#Employee	TOTAL CASES	#Civilian	#Inmate	#Employee	TOTAL CASES	#Civilian	#Inmate	#Employee	TOTAL CASES	#Civilian	#Inmate	#Employee	TOTAL CASES
RICHLAND COUNTY	RIOTING, INCITING A RIOT, DISTURBANCE	0	1	0	1	0	2	0	1	0	0	0	0	0	0	0	0
	SEXUAL ASSAULT ON EMPLOYEE (AS OF JANUARY 2003)	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	SEXUAL MISCONDUCT	0	0	0	0	0	1	2	1	0	0	0	0	0	0	0	0
	UNLAWFUL USE OF TELEPHONE	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0
	ASSAULT (INMATE ON INMATE)	0	2	0	2	0	13	1	9	0	4	0	4	0	5	0	4
	ASSAULT ON EMPLOYEE BY INMATE	0	11	0	10	0	22	0	13	0	4	0	4	0	7	0	5
	ASSAULT ON INMATE BY EMPLOYEE	0	0	1	1	0	0	1	1	0	0	0	0	0	0	1	1
	ASSAULT, OTHER	0	0	3	1	0	0	0	0	0	0	1	1	0	0	0	0
	BURGLARY, STEALING, THEFT, EMBEZZLEMENT	0	0	0	0	0	0	2	1	0	0	0	0	0	0	1	1
	CANINE DRUG SEARCHES	0	0	0	0	0	0	0	0	16	0	5	1	0	0	0	0
	CONSPIRACY	0	0	0	0	0	0	0	0	0	1	0	1	1	0	0	1
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	6	3	2	7	7	7	3	13	2	5	0	6	2	0	1	2
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	0	2	1	3	10	10	1	16	17	3	1	18	11	3	2	15
	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	1	1	0	1	0	1	0	1	0	1	0	1	0	0	0	0
	EXTORTION	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0
	FIREARMS, FIREARMS VIOLATIONS	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0
	HOMICIDE	0	0	0	0	0	7	0	1	0	0	0	0	0	2	0	2
	HOSTAGES, KIDNAPPING	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0
	IDENTIFICATION PROBLEMS	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	INFORMATION OR COMPLAINT (GENERAL)	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	LICENSES	0	0	0	0	0	0	0	0	1	0	0	1	3	0	0	3
	PERSONNEL INVESTIGATIONS	0	0	0	0	0	0	3	3	0	0	0	0	1	0	3	3
	PORNOGRAPHY	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0
	POSSESSION OF A WEAPON BY INMATE (OTHER THAN FIREARM)	0	0	0	0	0	0	0	0	0	6	0	5	0	4	0	1
	PREA - INMATE ON INMATE SEX ABUSE	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0
	RIOTING, INCITING A RIOT, DISTURBANCE	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	SEXUAL ASSAULT ON INMATE (AS OF JANUARY 2003)	0	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0
	THREATS (BY PHONE, LETTER, IN PERSON)	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
	UNLAWFUL USE OF TELEPHONE	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0
	USE OF FORCE	0	0	0	0	0	0	0	0	0	0	1	1	0	0	1	1
	VIOLATION OF EMPLOYEE-INMATE RELATIONS POLICY	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0
SALUDA COUNTY	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
SPARTANBURG COUNTY	ASSAULT (INMATE ON INMATE)	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0
	ASSAULT ON EMPLOYEE BY INMATE	0	0	0	0	0	0	0	0	0	2	0	1	0	0	0	0
	CONSPIRACY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	0	0	0	0	0	1	0	1	0	1	0	1	0	0	1	1
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	1	0	0	1	1	1	0	1	0	1	0	1	0	0	0	0
	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	3	2	0	2	0	0	0	0	0	0	0	0	0	1	0	1
	SEXUAL MISCONDUCT	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0
SUMTER COUNTY	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	0	0	0	0	0	0	0	0	2	0	0	1	0	0	0	0
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	0	1	0	1	0	1	0	1	0	0	0	0	0	0	0	0
	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
UNION COUNTY	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0
WATEREE COUNTY	ARREST OF INMATE OR RESIDENT	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0
	ASSAULT (INMATE ON INMATE)	0	2	0	1	0	1	0	1	0	0	0	0	0	0	0	0
	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	1	1	0	2	1	1	0	2	1	1	1	1	0	0	0	0
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	3	5	0	7	1	2	0	3	1	1	0	2	2	0	0	1
	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	0	1	0	1	0	0	0	0	0	1	0	1	0	0	0	0
	SEXUAL ASSAULT ON INMATE (AS OF JANUARY 2003)	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
YORK COUNTY	CONTRABAND (EXCLUDES LIQUOR AND DRUGS)	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0
	DRUGS/NARCOTICS, POSSESS., USE, SALE, DISTRIB. OR SMUGGLING	0	0	0	0	3	1	0	2	0	0	0	0	0	0	0	0
	ESCAPE, ATTEMPTED OR AIDING AND ABETTING	0	1	0	1	0	1	0	1	0	0	0	0	0	0	0	0
	THREATS (BY PHONE, LETTER, IN PERSON)	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0

Contraband at SCDC – Attempts via U.S. Mail or Other Parcel Delivery

Included in the Department of Corrections' (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's October 8, 2019, letter to the Department of Corrections: "43. Please provide the amount and location (e.g., in-person visitor, via mail to inmate, via mail/supplies to agency, etc.) of any contraband discovered inside (or attempting to go inside) an SCDC correctional facility within the last three years, by type of contraband."

In addition to providing the information in this document, SCDC provided the following response:

- SCDC is unable to provide information in the format requested; however, included is data available as related to attempts to introduce contraband into SCDC prisons via US Mail or other parcel delivery systems. The attached information identifies the category of contraband delivered and confiscated as well as the location to which the contraband was delivered.

**CY 2016 Mail Confiscated for Contraband Incidents from MINs
and Contraband MIN Codes Entered**

These figures represent the number of MINs (incidents) that contain the contraband codes below. This does not indicate quantity of contraband seized or number of individuals involved.

Level	Location	Mail Confiscated for Contraband	MINs Including Contraband Code	Unauthorized Property	Confiscated Monies	Marijuana	Homemade Alcoholic Beverage	Weapons	Other Drugs	Gang Activity/STG	Tattoo Paraphernalia	Tobacco	Cell Phone	Cell Phone Accessories	Throwover	Total
1	CATAWBA															
	GOODMAN															
	LIVESAY															
	LOWER SAVANNAH															
	MANNING	1	1			1										1
	PALMER															
	WALDEN															
Level 1		1	1			1										1
2	ALLENDAL	1	1									1				1
	EVANS															
	GRAHAM CORR INST	3	1	1												1
	KERSHAW	1														
	LEATH	4	4						4							4
	MACDOUGALL															
	RIDGELAND	3	1									1				1
	TRENTON	4	2						2							2
	TURBEVILLE	2	1						1							1
	TYGER RIVER	3	2						1				1			2
	WATEREE RIVER															
Level 2		21	12	1					8			2	1			12
3	BROAD RIVER	3	2	1								1				2
	KIRKLAND															
	LEE															
	LIEBER	2	1									1				1
	MCCORMICK															
	PERRY															
Level 3		5	3	1								2				3
Total		27	16	2		1			8			4	1			16

**CY 2017 Mail Confiscated for Contraband Incidents from MINs
and Contraband MIN Codes Entered**

These figures represent the number of MINs (incidents) that contain the contraband codes below. This does not indicate quantity of contraband seized or number of individuals involved.

Level	Location	Mail Confiscated for Contraband	MINs Including Contraband Code	Unauthorized Property	Confiscated Monies	Marijuana	Homemade Alcoholic Beverage	Weapons	Other Drugs	Gang Activity/STG	Tattoo Paraphernalia	Tobacco	Cell Phone	Cell Phone Accessories	Throwover	Total
1	CATAWBA	1														
	GOODMAN															
	LIVESAY															
	MANNING															
	PALMER															
Level 1		1														
2	ALLENDAL	7	5			2			4				1			7
	EVANS															
	GRAHAM CORR INST															
	KERSHAW	1	1						1							1
	LEATH															
	MACDOUGALL															
	RIDGELAND	8	6	1					4				1			6
	TRENTON	1	1						1							1
	TURBEVILLE															
	TYGER RIVER															
	WATEREE RIVER															
Level 2		17	13	1		2			10				2			15
3	BROAD RIVER	1														
	KIRKLAND															
	LEE															
	LIEBER	2	2	1					1			1	1			4
	MCCORMICK															
	PERRY															
Level 3		3	2	1					1			1	1			4
Total		21	15	2		2			11			1	3			19

**CY 2018 Mail Confiscated for Contraband Incidents from MINs
and Contraband MIN Codes Entered**

These figures represent the number of MINs (incidents) that contain the contraband codes below. This does not indicate quantity of contraband seized or number of individuals involved.

Level	Location	Mail Confiscated for Contraband	MINs Including Contraband Code	Unauthorized Property	Confiscated Monies	Marijuana	Homemade Alcoholic Beverage	Weapons	Other Drugs	Gang Activity/ STG	Tattoo Paraphernalia	Tobacco	Cell Phone	Cell Phone Accessories	Throwover	Total
1	GOODMAN															
	LIVESAY															
	MANNING	2														
	PALMER															
Level 1		2														
2	ALLENDAL	8	6						4			1	1			6
	EVANS															
	GRAHAM CORR INST	4	1						1							1
	KERSHAW	3	2									2	1			3
	LEATH															
	MACDOUGALL	1														
	RIDGELAND															
	TRENTON	1														
	TURBEVILLE	1	1						1							1
	TYGER RIVER															
	WATEREE RIVER															
Level 2		18	10						6			3	2			11
3	BROAD RIVER															
	KIRKLAND															
	LEE															
	LIEBER	5	3	2								2				4
	MCCORMICK															
Level 3		5	3	2								2				4
Total		25	13	2					6			5	2			15

**CY 2019 (through 9/30/2019) Mail Confiscated for Contraband Incidents from MINs
and Contraband MIN Codes Entered**

These figures represent the number of MINs (incidents) that contain the contraband codes below. This does not indicate quantity of contraband seized or number of individuals involved.

Level	Location	Mail Confiscated for Contraband	MINs Including Contraband Code	Unauthorized Property	Confiscated Monies	Marijuana	Homemade Alcoholic Beverage	Weapons	Other Drugs	Gang Activity/ STG	Tattoo Paraphernalia	Tobacco	Cell Phone	Cell Phone Accessories	Throwover	Total
1	GOODMAN															
	LIVESAY															
	MANNING															
	PALMER															
	Level 1															
2	ALLENDALE															
	EVANS															
	GRAHAM CORR INST															
	KERSHAW	1	1										1			1
	LEATH															
	MACDOUGALL	1	1						1							1
	RIDGELAND	2	2						1			1				2
	TRENTON	1	1									1	1	1		3
	TURBEVILLE	1	1						1							1
	TYGER RIVER	1	1									1	1			2
	WATEREE RIVER															
	Level 2	7	7						3			3	3	1		10
3	BROAD RIVER															
	KIRKLAND															
	LEE															
	LIEBER	4	3						1			1	1			3
	MCCORMICK															
	PERRY															
	Level 3	4	3						1			1	1			3
	Total	11	10						4			4	4	1		13

Security Audits – Areas Reviewed

Included in the Department of Corrections' (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's October 8, 2019, letter to the Department of Corrections: "50. Please provide a list of the general categories which encompass the 525 items reviewed during regular security audits of an SCDC institution are included."

In addition to providing the information in this document, SCDC provided the following response:

- Please see attached Security Audit List.

SECURITY AUDIT CHECKLIST

INDEX

<u>Section</u>	<u>Title</u>	<u>Assigned</u>
01	Perimeter Security	
02	Armory	
03	Communications	
04	Control Rooms	
05	Emergency Preparedness	
06	Key Control	
08	Contraband and Evidence	
09	Inmate Personal Property	
10	Searches	
11	Inmate Assaults/STG Activities	
12	Inmate Counts	
13	Controlled Movement	
14	Inmate Visitation	
15	Inmate Transportation	
16	Tool Control	
17	Inmate Living Areas	
18	Log Book and Log Sheet Entries	
19	Management Information Notes	
20	Use of Force	
21	Inmate Lock up/SMU	
22	Staffing and Uniformed Security	

Agency Forms

Included in the Department of Corrections' (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's October 8, 2019, letter to the Department of Corrections: "53. Please provide a list of all agency policies and forms, with a brief summary of what each cover and the date it was last revised. If there are any policies or forms the agency anticipates revising in the near future (e.g., policies or forms related to classification system, etc.), please indicate the agency anticipates revising it and reason for impending revisions."

In addition to providing the information in this document, SCDC provided the following response:

- For a complete list of agency forms, please see the document attached. Additionally, all unrestricted policies are available online for your review. A list of the current policies is also attached.
- Every policy is reviewed annually by the divisions or responsible areas of the agency for revision, deletion, or to determine the need for new policy. Revisions and new policies may also be created at any time by the responsible areas. Regarding creation, revision or deletion of policy or forms, the Office of Policy Development only becomes aware of policy and/or form creation/revision/deletion when it receives the document(s), or when Policy Development staff are invited to meetings pertaining to proposed policies or forms. The Office of Policy Development will assist as set forth in the answer to Question # 54 and as outlined in Legal and Compliance slides 41 – 42.
- **Impending policy revisions:**
 - PS – 10.08 Inmate Correspondence Privileges
 - GA – 01.08 Military Selective Service and Gun Control Acts
 - This policy is being revised to ensure that the language is consistent with the applicable law.
 - POL – 23.29 Security Threat Groups
 - This policy is being revised to encompass the upcoming changes to the Classification system and the addition of the Statewide STG coordinator position with the Division of Security.
 - OP – 22.38 RHU Policy
 - This policy will also incorporate OP-22.38A
 - This policy is being revised to ensure issues identified by the mental health implementation panel are incorporated and that national best practices are also added to the policy.
 - ADM – 11.09 Uniformed Personnel Grooming and Attire Standards
 - This policy is being revised to incorporate the requirements of wearing the new uniform.
 - OP – 22.02 Tool Control
 - This policy is being revised to incorporate recommendations from previous NIC security audits, ASCA audit, and other national best practices.
- **Policies and forms currently being reviewed:**
 - OP-21.04 Inmate Classification Plan
 - RESTRICTED Policy OP-22.22 Emergency Action Center (EAC)
 - OP-22.09 Inmate Visitation
 - PS-10.05 Inmate Religion
 - OP-22.40 Holding Cells
 - GA-06.08 Inmates and Americans With Disabilities Act (ADA)
 - OP-22.53 Inmate Tablets and Kiosks
 - OP-22.35 Contraband Control
 - OP-21.11 Loss of Statutory Good Time
 - OP-22.03 Authorized Inmate Property and Disposition of Unauthorized Property

- RESTRICTED Policy POL-23.03 Police Services Escape Protocol
- GA-02.04 Freedom of Information Act
- RESTRICTED Policy OP-22.18 Escapes
- ADM-11.09 Uniformed Personnel Grooming and Attire
- OP-22.42 Security of Broad River Complex Area (Bert Drive and Non-Institutional Areas)
- 27-23, Verification of Dependents
- 18-11, Request for Jail Time
- 19-125, Outside Work Detail
- 27-68, Certificate of Outside Labor Crew/Work Program Supervisor Orientation and Education
- 19-100, Interstate Corrections Compact Application
- 9-5, Release of Information to Attorney/Representative
- 27-4, Work Program Agreement
- **New/Not Official Policies:**
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 - GA-03.03 Inmate Drug Testing/Screening Program
 - GA-02.03 Public Awareness Programs
 - GA-06.06 Continuous Quality Improvement Review
 - GA-06.10 HIPAA Administrative, Technical and Physical Safeguards
 - HS-19.17 Certified Peer Support Specialist (CPSS)
 - PS-08.05 Vocational Education
 - PS-10.03 Inmate Representative Committees
 - PS-10.10 Hospice and Palliative Service Program
 - PS-10.23 Self-Paced In-Class Education (SPICE) Program

South Carolina Department of Corrections

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<u>Inmate Representative Committee</u> 01/01/2008	PS-10.03
<u>Inmate Substance Abuse Programs</u> June 17, 2016	PS-10.02
<u>Inmate Suicide Prevention And Crisis Intervention (RESTRICTED)</u> 10/20/2016	HS-19.03
<u>Inmate Visitation</u> 08/01/2006	OP-22.09
<u>Inmates Paroled to Immigration and Customs Enforcement Detainers</u> 07/01/2004	OP-21.02
<u>Inspections of Local Detention Facilities</u> 09/01/2006	GA-03.01
<u>Institutional Correctional Officer Representative Councils</u> 07/01/2004	OP-22.21
<u>Institutional Health Care Authority Responsibilities</u> 10/01/2005	HS-18.09
<u>Institutional Lockdown(s) (RESTRICTED)</u> 05/27/2016	OP-22.07
<u>Institutional Weekly Rounds</u> 04//08/2019	OP-22.48
<u>Intensive Management and Restrictive Management Step- Down Programs for High Risk Inmates</u> 11/17/2017	OP-22.38B
<u>Internal Audits</u> 07/01/2004	GA-04.03

<u>Interstate Corrections Compact</u> 11/01/2004	OP-21.03
<u>Interviews and Interrogations (RESTRICTED)</u> 12/01/2017	POL-23.23
<u>Investigations (RESTRICTED)</u> 03/01/2018	POL-23.01
<u>Issue and Supply of State-Issued Equipment (RESTRICTED)</u> (12/07/2017)	POL-23.15
<u>IT Security (RESTRICTED)</u> 08/03/2016	GA-06.05
<u>Key Control (RESTRICTED)</u> 10/01/2007	OP-22.17
<u>Lethal and Less Than Lethal Force - Police Services Agents Only (RESTRICTED)</u> 06/28/2017	POL-23.21
<u>Levels of Care</u> 11/01/2007	HS-18.15
<u>Library Services</u> 08/23/2017	PS-08.04
<u>Loss of Statutory Good Time</u> 05/01/2004	OP-21.11
<u>Maintenance and Repairs</u> 01/01/2006	ADM-13.07
<u>Maintenance of the William D. Leeke Building, Recruiting and Employment Services Annex Building, and HQ Trailer</u> 03/23/2017	ADM-13.09
<u>Management of Agriculture Farm Lands and Programs</u> 05/16/2018	ADM-16.12
<u>Management Reviews</u> 10/01/2005	GA-06.01
<u>Mandatory Educational Attendance Program</u> 07/01/2001	PS-08.01
<u>Medical Vs. Security Considerations</u> 10/01/2007	HS-18.11
<u>Medical Co-payment</u> 06/01/2007	HS-18.17

<u>Mental Health Services - Behavioral Management Unit (BMU)</u> (08/31/2016)	HS-19.10
<u>Mental Health Services - Clinical Use of Restraints for Mental Health Purposes (RESTRICTED)</u> (08/29/2016)	HS-19.08
<u>Mental Health Services - Continuous Quality Management (COM)</u> (08/29/2016)	HS-19.07
<u>Mental Health Services - Disciplinary Detention for Inmates Classified as Mentally Ill</u> (08/29/2016)	HS-19.06
<u>Mental Health Services - General Provisions</u> (08/31/2016)	HS-19.04
<u>Mental Health Services - Gilliam Psychiatric Hospital (GPH)</u> (08/29/2016)	HS-19.13
<u>Mental Health Services - Inmate Health Records General Guidelines</u> (08/31/2016)	HS-19.14
<u>Mental Health Services - Intermediate Care Services (ICS)</u> (08/31/2016)	HS-19.12
<u>Mental Health Services - Medication Assisted Treatment Program Delivery Protocol</u> (03/01/2019)	HS-19.16
<u>Mental Health Services - Mental Health Training</u> (08/31/2016)	HS-19.15
<u>Mental Health Services - Reception and Evaluation: Mental Health Screening, Evaluation, and Classification</u> (08/31/2016)	HS-19.11
<u>Mental Health Services - Treatment Plans and Treatment Team Meetings</u> 08/29/2016	HS-19.05
<u>Military Selective Service Act and Gun Control Act of 1968</u> 01/01/2003	GA-01.08
<u>Moveable Fixed Assets Accounting Practices</u> 03/30/2018	ADM-15.15
<u>Mycobacterium Tuberculosis Protection Program</u> 10/01/2005	HS-18.18

<u>Occupational Safety and Health Program</u> 03/01/2006	ADM-16.03
<u>Opioid Antidote (RESTRICTED)</u> 12/20/2018	POL-23.34
<u>Organization and Direction (RESTRICTED)</u> 12/01/2017	POL-23.13
<u>Personal Appearance for Police Services Agents and Staff (RESTRICTED)</u> 12/01/2017	POL-23.06
<u>Petty Cash Funds</u> 06/01/2015	ADM-15.11
<u>Pharmaceuticals</u> 10/20/2016	HS-18.16
<u>Photographic Line-Up Procedure (RESTRICTED)</u> 12/01/2017	POL-23.25
<u>Pilot Policy that Governs the Special Operations Canine Unit (SOCU) (RESTRICTED)</u> 04/27/2018	OP-22.46
<u>Police Services K-9 Unit (RESTRICTED)</u> 05/05/2017	POL-23.02
<u>Police Services Vehicles (RESTRICTED)</u> 12/01/2017	POL-23.07
<u>Policies, Publications, and Forms</u> 08/29/2019	GA-01.01
<u>Polygraph Examinations (RESTRICTED)</u> 12/01/2017	POL-23.10
<u>Position Classification</u> 06/05/2014	ADM-11.31
<u>Post Assault Information Resource (PAIR)</u> 10/01/2005	ADM-11.27
<u>Post Orders</u> 02/23/2016	OP-22.24
<u>Post/Shift Assignments</u> 05/01/2008	ADM-11.12
<u>Pre-Employment Background Investigations (RESTRICTED)</u> 12/01/2017	POL-23.31

<u>Prevention, Detection, and Response to Sexual Abuse / Sexual Harassment'</u> 10/29/2014	OP-21.12
<u>Prison Management Expectations</u> 06/28/2018	OP-22.47
<u>Procurement of Supplies and Services</u> 04/01/2007	ADM-12.01
<u>Procurement of State Surplus Property</u> 03/21/2014	ADM-12.02
<u>Profiling (RESTRICTED)</u> 12/01/2017	POL-23.27
<u>Programs/Courses and Hybrid Housing; Development & Approval</u> 06/21/2018	PS-10.19
<u>Public Awareness Programs</u> 06/5/2015	GA-02.03
<u>Radiation Safety Program (RESTRICTED)</u> 4/08/2019	OP-22.51
<u>Recruit/Field Training Program (RESTRICTED)</u> 12/01/2017	POL-23.18
<u>Recurrent Painting</u> 05/06/2015	ADM-13.02
<u>Reduction in Force</u> 07/01/2004	ADM-11.05
<u>Refusal of Medical Care</u> 05/01/2006	HS-18.19
<u>Regular Working Hours and Overtime</u> 01/01/2005	ADM-11.21
<u>Repayment of Costs by Inmates</u> 06/15/2015	ADM-15.01
<u>Reporting Incidents and Accidents (Management Information Notes (MINS) and Other Methods of Reporting) (RESTRICTED)</u> 05/01/2004	OP-22.25
<u>Request for Crime Scene Processing Assistance (RESTRICTED)</u> 12/01/2017	POL-23.30

<u>Request To Staff Member</u> 09/22/2014	GA-06.04
<u>Requests for New Construction, Renovations, Demolition, and Major Repair</u> 11/01/2005	ADM-13.01
<u>Research Conducted Within the SCDC</u> 9/01/2012	ADM-15.07
<u>Restrictive Housing Unit</u> 7/07/2017	OP-22.38
<u>Safekeepers</u> 8/20/2018	SK-22.02
<u>Search and Seizure (RESTRICTED)</u> 12/01/2017	POL-23.26
<u>Searches of Employees, Volunteers, and Vendors</u> 07/01/2008	OP-22.20
<u>Searches of Inmates</u> 11/01/2006	OP-22.19
<u>Secondary Employment (RESTRICTED)</u> 12/01/17	POL-23.11
<u>Security and Maintenance of Medical Equipment, Instruments, & Supplies</u> 11/01/2006	HS-18.10
<u>Security And Use of Information Technology</u> 08/03/2016	ADM-15.05
<u>Security Threat Groups (RESTRICTED)</u> 11/17/2017	POL-23.29
<u>Serious Incident Review (RESTRICTED)</u> 1/7/2019	OP-22.50
<u>Sex Offender Treatment (SOTP)</u> 08/01/2003	PS-10.11
<u>Shock Incarceration</u> 04/01/2004	PS-10.12
<u>Sick Call and Dental Health</u> 06/01/2007	HS-18.05
<u>SLED CJICS/NCIC Computer Programs Used in the SCDC (RESTRICTED)</u> 07/01/2008	OP-22.26
<u>Social Networking</u> 10/09/2014	GA-06.03

<u>Solicitation of Agency Employees</u> 12/15/2014	ADM-11.18
<u>South Carolina Whistleblower Act</u> 07/01/2004	ADM-11.15
<u>Special Education and Title 1 Educational Programs</u> 08/22/2017	PS-08.03
<u>Special Funds Accounts</u> 11/06/2015	ADM-15.06
<u>Specialized Health Services Programs</u> 09/01/2008	HS-18.01
<u>Staff Sexual Misconduct with Inmates</u> 07/01/2004	ADM-11.39
<u>State Employee Group Benefits</u> 05/01/2010	ADM-11.24
<u>Statewide Protective Custody</u> November 9, 2016	OP-22.23
<u>Strategic Planning</u> 10/16/2014	GA-04.01
<u>Supplemental Training (RESTRICTED)</u> 12/01/17	POL-23.19
<u>Surplus Property Disposal</u> 10/01/2009	ADM-16.10
<u>Telecommuting</u> 04/23/2018	ADM-17.09
<u>Telephone Use</u> 04/12/2017	ADM-15.02
<u>Temporary Grant/Time-Limited Project Employees</u> 07/10/2014	ADM-11.23
<u>Tool Control (RESTRICTED)</u> 01/19/2018	OP-22.02
<u>Tobacco Free Environment</u> 01/01/2008	ADM-16.06
<u>Training Requirements for Emergency Response Teams</u> 10/01/2012	ADM-17.07
<u>Training Advisory Councils</u> 11/01/2007	ADM-17.06

<u>Training Organization and Administration (RESTRICTED)</u> 12/01/2017	POL-23.20
<u>Transportation Management</u> 07/01/2008	OP-20.02
<u>Transportation of Inmates Outside the Institution (RESTRICTED)</u> 03/01/2007	OP-22.10
<u>Travel Regulations for SCDC Employees</u> 1/01/2008	ADM-15.04
<u>Uniformed Personnel Grooming and Attire Standards</u> 01/01/2012	ADM-11.09
<u>Use of Force (RESTRICTED)</u> 7/07/2017	OP-22.01
<u>Use of Informants in Investigations (RESTRICTED)</u> 12/01/2017	POL-23.24
<u>Use Of Small Unmanned Aerial Systems (sUAS) AKA Drones (RESTRICTED)</u> 10/9/2019	OP-22.43
<u>Vehicular Pursuit (RESTRICTED)</u> 12/01/2017	POL-23.08
<u>Vending Machines</u> 04/01/2007	ADM-16.14
<u>Vermin and Pest Control</u> 04/01/2007	ADM-16.01
<u>Victim Offender Dialogue (RESTRICTED)</u> 04/23/2018	PS-10.21
<u>Victim-Witness Notification (RESTRICTED)</u> 04/23/2018	PS-10.20
<u>Vocational Education</u> 10/01/2010	PS-08.05
<u>Volunteer Services Programs</u> 3/02/2016	PS-10.04
<u>Workers' Compensation</u> 07/01/2011	ADM-16.15
<u>Work Release Accounting</u> 09/01/2011	ADM-15.10

Workplace Violence
04/01/2016

ADM-11.37

Young Offender Parole and Reentry Services (YOPRS)
06/07/2016

OP-22.39

Zero Tolerance
07/01/2004

GA-03.04

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	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 1-1	Request For Out Of State Travel	Sept. 1996	Jul-2014	
SCDC FORM 1-2	Monthly Volunteer Services Report	Nov. 1996	Sept. 2000	
SCDC FORM 1-3	Application For Volunteer Services	Nov. 1996	Sept. 2000	Mar. 2005; April 2007; May 2013;
SCDC FORM 1-6	Internal Self-Evaluation Monthly Report	Mar. 1996	Oct-1997	
SCDC FORM 1-9	Volunteer Services Agreement	Nov. 1996	Aug. 2000; April 2004; Aug. 2007	July 2012; Aug. 2013
SCDC FORM 1-17	Supplement Monthly Volunteer Service Report	Nov. 1996	Sept. 2000	
SCDC FORM 1-18A	Guest Volunteer Information Form	Nov. 1996	Sept. 2013	Jan. 2016
SCDC FORM 1-18B	Guest Volunteer Information Form / NCIC Check Form	Nov. 1996	Sept. 2013	Jan. 2016
SCDC FORM 1-19	Request To Post To Social Media	Sept. 2014		
SCDC FORM 1-20	Request for Travel/Training Funds	Mar. 2016		
SCDC FORM 2-5	Inmate Telephone Privilege Change Form	Jan. 1995	Jan. 2003	
SCDC FORM 2-6	Inmate Telephone Trouble Form	Feb. 2000	Jan. 2003	Aug. 2004
SCDC FORM 2-7	GTL Phone Minutes Request	Oct. 2017		
SCDC FORM 4-7	Individual Treatment Plan (Mental Health)	Sept. 2000	Jan. 2016	
SCDC FORM 4-8	GPH Master Treatment Plan and Treatment Plan Update	Jul. 2016		
SCDC FORM 4-9	Treatment Team Notes	Jul. 2016	Apr. 2018	
SCDC FORM 4-11	Psychosocial assessment update	Nov. 2006		
SCDC FORM 4-12	Transition Plan	Nov. 2006		
SCDC FORM 4-13	Substance Use Program	July, 2019		
SCDC FORM 6-1	Communications Release Form	Feb. 2016		
SCDC FORM 6-2	Victim Registration Form	May-1997	Apr. 2014	
SCDC FORM 6-8	Release of Liability -Institutional Tours/Programs	Oct. 2010		
SCDC FORM 6-8A	Release of Liability	Oct. 2017		
SCDC FORM 6-09	Cert. Of Parental Or Guardian Consent / Release Of Liability	July, 1995	Oct., 2010	

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 6-10	Operations Behind Bars Program Scheduling / Information	Feb., 1992	Oct., 2010	
SCDC FORM 6-11	Operation Behind Bars Program Evaluation	Feb., 1992	Oct., 2010	
SCDC FORM 6-12	Threatening Behavior/Victim Safety Planning Referral	Mar., 2016		
SCDC FORM 6-13	Victim Wraparound Safety/Reentry Statement	Mar., 2016		
SCDC FORM 6-14	Facilitator Application	Nov. 2017		
SCDC FORM 6-15	Victim/Survivor Acknowledgement	Nov. 2017		
SCDC FORM 6-16	Offender/Inmate Acknowledgement	Nov. 2017		
SCDC FORM 6-17	Victim/Survivor Information	Nov. 2017		
SCDC FORM 6-18	Exception Request	Nov. 2017		
SCDC FORM 6-19	Facilitator Log Form	Nov. 2017		
SCDC FORM 6-20	Therapist/Mental Health Waiver	Nov. 2017		
SCDC FORM 6-21	Confidentiality Agreement	Nov. 2017		
SCDC FORM 6-22	Employee Communications Release Form	Jan.2018		
SCDC FORM 6-23	Application For Critical Incident Stress Management (CISM)	Feb. 2019		
SCDC FORM 7-01	Letter Of Visitation And/Or Telephone Suspension	June, 1998		
SCDC FORM 7-02	Consent To Question A Minor	Jul-2017		
SCDC FORM 7-3A	K-9 Drug Interdiction Contraband And Daily Report	Jan. 1998	Sept., 2015	
SCDC FORM 7-3B	K-9 Drug Interdiction Contraband And Daily Report Continuation	Sept., 2015		
SCDC FORM 7-4	K-9 Consent to be Searched	Oct. 2015	June, 2017	
SCDC FORM 7-5A	Police Services K-9 Unit Canine Bite/Injury Report (Male)	Oct. 2015		
SCDC FORM 7-5B	Police Services K-9 Unit Canine Bite/Injury Report (Female)	Oct. 2015		
SCDC FORM 7-6	Police Services K-9 Team Weekly Evaluations	Oct. 2017		
SCDC FORM 7-7	Polices Services K-9 Training Worksheet	Oct. 2017		
SCDC FORM 7-8	Police Services Narcotics Team Evaluations	Oct. 2017	Jan. 2019	

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 7-9	Div of Security Narcotics Team Evaluations	Jan. 2018		
SCDC FORM 7-10	Div of Security K-9 Unit Daily Activity Report	Jan. 2018		
SCDC FORM 7-11A	Div of Security K-9 Unit Canine Bit/Injury Report (Male)	Jan. 2018		
SCDC FORM 7-11B	Div of Security K-9 Unit Canine Bit/Injury Report (Female)	Jan. 2018		
SCDC FORM 7-12	Div of Security K-9 Incident Report	Jan. 2018		
SCDC FORM 7-13	Div of Security K-9 Training Worksheet	Jan. 2018		
SCDC FORM 8-01	Toxic, Caustic, Flammable Consumable Supply Inventory	Jun. 1994	April 1999	
SCDC FORM 8-02	Death Of Inmate In Jail Or Prison	Jan. 1997	May-1997	Jan. 2007
SCDC FORM 8-09	Pesticide Application Record For	Jul. 1995		
SCDC FORM 8-13	Employee Random Drug Testing Notice	Jun. 1998	Mar. 2004	
SCDC FORM 8-14	Request For Drug Re-Certification Testing	Jun. 1998		
SCDC FORM 8-15	Notification-Reasonable Suspicion Or For Cause Drug Testing	Jun. 1998	Mar. 2010	
SCDC FORM 8-16	Recommendation For Employee Drug Testing Observed Behavior	Jun. 1998		
SCDC FORM 8-17	Specified Inmate Drug Testing	Dec. 1998	Apr. 2008	
SCDC FORM 8-18	Random And Target Inmate Drug Testing	Jul. 1996	Feb. 1999	Apr. 2008
SCDC Form 8-19	Request For Use Of Poratable Electric Heater	Mar. 2016		
SCDC FORM 9-1	Request to Develop, Revise, or Discontinue a Form	July 1996	May, 2012	
SCDC FORM 9-2	Law Book Request	Nov. 1997		
SCDC FORM 9-3	Gun Control Act of 1968	Nov. 1997		
SCDC FORM 9-4	Military Selective Service Act	Nov. 1997		
SCDC FORM 9-5	Release Of Information Attorney-Representative	Nov. 1997		
SCDC FORM 9-6	Law Library Count Sheet	Jun-2013		
SCDC FORM 9-11	Inmate/Resident Release Of Information Consent	Mar. 1995		
SCDC FORM 9-12	Affidavit Of Personal Service	Mar. 1995	May-2010	

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 9-13	Records Management Review	Sept., 2015		
SCDC FORM 9-14	Check List SCDC Correctional Institution Bond Hearing	April, 2016		
SCDC FORM 9-15	Housing For Inmates With Disabilities/Handicaps Survey	May, 2017		
SCDC FORM 9-16	Equipment Use Form (Compliance)	Jul-2017		
SCDC FORM 9-17A	Serious Incident Review Report	Oct-2018		
SCDC FORM 9-17B	Institutional Response Plan Following Serious Incident Review	Oct-2018		
SCDC FORM 9-18	Responsible Authority/Designee Annual Review of Policies	Jul-2019		
SCDC FORM 9-18A	REVIEW OF POLICY CHECKLIST	Jul-2019		
SCDC FORM 9-19	Annual Review of Policies Monitoring Log	Jul-2019		
SCDC FORM 9-20	Auxiliary Aids And Services Log	Sep-2019		
SCDC FORM 9-21	ASL Interpreting Services	Sep-2019		
SCDC FORM 10-2	Application To Form An ISO Or Chartered IO	Dec. 1996		
SCDC FORM 10-5	Inmate Grievance Form - Step 1	Nov. 1997	May-2013	Oct. 2013
SCDC FORM 10-5A	Inmate Grievance Form - Step 2	Nov. 1997	April, 2013	May-2015
SCDC FORM 10-6	Notice To Withhold Incoming / Outgoing	Jul-1996	Aug. 2012	Aug. 2013
SCDC FORM 10-7	Notice Of Rejected Incoming / Outgoing	Nov.1998	Jan., 2013	Aug. 2013
SCDC FORM 10-11	Incoming Package Delivery Log	Nov. 1998		
SCDC FORM 10-12	Legal / Privileged / Certified Mail	Nov. 1998	Jul-2012	May-2013
SCDC FORM 10-13	Change Of Address Request	Nov. 1998		
SCDC FORM 10-14	Agreement To Debit E.H. Cooper	Nov. 1998		
SCDC FORM 10-17	Equipment Inventory-Recreation Services	May-1999		
SCDC FORM 10-18	Equipment Request	May-1999		
SCDC FORM 10-19	Recreation BLDG. Sign In / Out Log	May-1999		
SCDC FORM 10-20	Equipment Sign In / Out Log	May-1999		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 10-21	Postal Service Request	Feb-2014		
SCDC FORM 10-22	SCDC Bond Hearing Information Form	July, 2015		
SCDC FORM 10-23	Affidavit for Animal Grooming	Jan-2016		
SCDC FORM 10-24	Animal Grooming Waiver and Release	Jan-2016		
SCDC FORM 10-25	Inmate Dog Grooming Program Client Information Sheet	Jan-2016		
SCDC FORM 10-26	Programs Request Form	Jan-2016	Feb. 2018	
SCDC FORM 10-27	Character-Based Social Contract	Jan. 2018		
SCDC FORM 10-28	CI Institution Character-Based Unit Application	Jan. 2018		
SCDC FORM 10-29	Receipt of Legal Correspondence Verification	Apr-2018		
SCDC FORM 13-1	Information Technology Request Form	Jun-1996	Jan. 2012	
SCDC FORM 13-6	Fixed Asset Update Form	May-1981	Dec. 2010	
SCDC FORM 13-28	Communication Service Request	Mar. 1995		
SCDC FORM 13-53	Confidentiality Agreement	Sep-2013		
SCDC FORM 13-53(a)	Confidentiality Agreement (Legal Office)	July, 2016		
SCDC FORM 13-54	IT Asset Change And Equipment Receipt Form	Sep-2013		
SCDC Form 13-62	IG Office Confidentialiy Agreement	Apr-2018		
SCDC FORM 13-63	Threatening Behavior/Victim Safety Planning Referral	Aug. 2016		
SCDC FORM 13-64	Victim Wraparound Safety/Reentry Statement	Aug. 2016		
SCDC FORM 14-2	Job Cost Sheet	May-1980	Jul-1996	
SCDC FORM 14-6	Special Services Laundry List	Nov. 1989	Apr. 2008	
SCDC FORM 14-19	Vehicle Accident Information Form	Feb. 1997	Oct. 1998	
SCDC FORM 14-25	Customer Inquiry /Request	Mar. 1989		
SCDC FORM 14-26	Weekly Production Report	Aug. 1988		
SCDC FORM 14-27	Quotation/Sales Order	Nov. 1995		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 14-40	Weekly Perpetual Inventory Report	Feb. 1992		
SCDC FORM 14-41	Inventory Stock Control Card	Feb. 1992		
SCDC FORM 14-45	SCDC Printing Request	Jun-1997	Jun-1999	May-2018
SCDC FORM 14-50A	Monthly Trip Log	Mar. 1997	June. 2004	
SCDC FORM 14-50B	Vehicle Trip Log Continuation	Mar. 1997	June. 2004	
SCDC FORM 14-74	Application For Employment	Jun-1989		
SCDC FORM 14-79	Verification Of Dependents	Oct. 1989	Mar. 2000	
SCDC FORM 14-81	Termination	Oct. 1989		
SCDC FORM 14-82	Declaration (Inmate escrow account)	Oct-2016		
SCDC FORM 14-83	Division of Industries Traditional Inmate Agreement	Nov. 2017		
SCDC FORM 14-84	Division of Industries Service or PIE Inmate Agreement	Nov. 2017		
SCDC FORM 15-1	Cooper Trust Fund Withdrawl	Oct. 1997	Jul-2011	
SCDC FORM 15-3	Transfer Voucher	Aug. 1983		
SCDC FORM 15-7	Special Funds Withdrawl	May, 1997	Jul-2011	
SCDC FORM 15-8	Authorization Agreement For Electronic Deposits	May, 1993	Sept. 2003	
SCDC FORM 15-9	SCDC Adjustment Form	July 1993		
SCDC FORM 15-10	Journal Entry	Sept. 1986		
SCDC FORM 15-18	Reequst For Official Travel	Mar. 1989		
SCDC FORM 15-20	Inmate ID Card Replacement Request & Authorization	Sept. 1997	April, 2003	
SCDC FORM15-20A	ID Replacement Request And ID Authorization	May, 1996	Mar. 2013	
SCDC FORM 15-21	IDI Code Sheet	Aug. 1994		
SCDC FORM 15-22	Special Funds Authorized Signatures	May, 1997	Jul-2011	
SCDC FORM 15-23	Daily Gas Station Log	Nov. 1995		
SCDC FORM 15-24	Memorandum (Petty Cash Turnover Form / Div. of Finance)	Feb. 2012	July, 2012	

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 15-27	Travel Voucher	May, 1996	Jun-2017	
SCDC FORM 15-28	Impact Statement For Contracts	July, 2015		
SCDC FORM 15-29	Special Funds Audit Report	Oct. 2015		
SCDC FORM 15-30	Special Funds Audit Worksheet	Oct. 2015		
SCDC FORM 15-31	Transportation Cost Report for Inmae Outside Medical Appointment	Oct-2017	Jan-2019	Apr-2019
SCDC FORM 16-2A	Leave and Attendance Report	July, 2012		
SCDC FORM 16-2B	Time Reporting - Hourly Paid Employees	Aug. 2012	Dec., 2012	
SCDC FORM 16-2C	Leave and Attendance Report - Overtime	Mar-2018		
SCDC FORM 16-3	Hepatitis B Vaccine Consent / Refusal	Feb. 1998	Oct. 2013	
SCDC FORM 16-4	Tuberculin Skin Test Program (TST)	Sept., 1997	April, 2018	
SCDC FORM 16-5	Personnel Advice Form	Aug. 1997	July, 2011	
SCDC FORM 16-7	Employee Termination Clearance	Mar. 1997	Nov., 2012	Nov. 2013
SCDC FORM 16-8	Overtime Verification Sheet	Feb. 1994		
SCDC FORM 16-9	Employment Application	Dec. 1997	Nov. 2003	Mar. 2007; Oct. 2009; Jul. 2012
SCDC FORM 16-10	Memorandum, Verification of State Service/Transfer of Leave	Jun-1994		
SCDC FORM 16-13	New Hire Payroll / Benefits Checklist	Jan. 1997	Feb. 2000	Sept. 2014
SCDC FORM 16-14	State Service/School District Audit Questionnaire	Feb. 1997	Jan. 2003	Jan. 2006
SCDC FORM 16-17	Employee Recommendation	Jun. 1996	My 2006	
SCDC FORM 16-22	Employee Notification Military Leave	May-1996		
SCDC FORM 16-23	Universal Name / Address Change	Sept. 2000	Aug. 2008	
SCDC FORM 16-24	Service Provider Identification Card Information	Jul. 1997	Sept. 2007	Oct. 2008
SCDC FORM 16-24A	Service Provider Identification Card Information	May, 2017		
SCDC FORM 16-26	Medical History	June, 1996	Jun-2016	
SCDC FORM 16-29	Exit Interview Form	Mar. 1998	May-2010	

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 16-31	Temporary Grant Information	Sept. 1997	Sept. 2013	
SCDC FORM 16-34	Dual Employment Request Form	Aug. 1997	Oct. 1998	
SCDC FORM 16-36	Request For Payroll Changes	Dec. 1995	Jan. 2001	Feb. 2005
SCDC FORM 16-39	SCDC Workers' Compensation Election Statement	Aug. 1991		
SCDC FORM 16-42	Leave Of Absence/Overtime Request	Aug. 1997	Feb.2016	
SCDC FORM 16-47	Certification Of State Service Claim for Annual Leave Accrual	Mar. 1997	Jan. 2006	
SCDC FORM 16-48	Family Medical Leave Employee Request	Aug. 1997		
SCDC FORM 16-49	Notification- Child Birth / Adoption / Foster Care	Aug. 1997	Jul. 2002	
SCDC FORM 16-50	Employee Corrective Action	Dec. 1997	Jul. 2004	
SCDC FORM 16-57	Leave Of Absence Request Without Pay	Aug. 1997		
SCDC FORM 16-66	Authorization Agreement For Electronic Deposit	Feb. 1997		
SCDC FORM 16-67	Telephone Requirement, A Condition of Original Appt., Promotion, Demotion, etc.	Dec. 1997		
SCDC FORM 16-69	Employee Notification Of Arrest/Disposition	Aug. 1991	Jun. 2015	
SCDC FORM 16-70	Employee Verification - Form Worker's Compensation	Dec. 2006		July, 2015
SCDC FORM 16-81	Applicant Referral System Change	Dec. 1997	Aug. 2005	Mar. 2007
SCDC FORM 16-82	Applicant Screening / Interviewing Form	Jan. 1998	Aug. 2005	Jan., 2011
SCDC FORM 16-83	Applicant Interview Evaluation Form	Dec. 1997	April, 2008	
SCDC FORM 16-87	Position Description	Jul. 1992		
SCDC FORM 16-90	Report Of Employee And / Or Inmate Relative Acknowledgement	Dec. 1997	Feb. 2007	
SCDC FORM 16-91	Electronic Deposits Change Authorization	Feb. 1997		
SCDC FORM 16-97	EMP's Management Form	Nov. 1994		
SCDC FORM 16-99	EMP's C/O I & II Form	Oct. 1991		
SCDC FORM 16-100	EMP's C/O Assist. Supervisor I & II	Oct. 1991		
SCDC FORM 16-102	Leave Transfer Program Donation Requisition	Aug. 1997	Dec.2005	Jun. 2006

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 16-103	Recipient Leave Request	Aug. 1997	Jan. 2006	
SCDC FORM 16-104	EMP's CORP I & 2	Dec. 1994		
SCDC FORM 16-106	EMP's Correctional Classification Caseworker I	Oct. 1991		
SCDC FORM 16-111	Sexual Harassment Complaint	Jul. 1996	Apr. 1998	Jul. 20015
SCDC FORM 16-112	Post Assault Information Resource (PAIR) Contact Form	Jul. 1997		
SCDC FORM 16-113	Employee Victim / Witness Notification	Dec. 1997	Mar. 2001	
SCDC FORM 16-115	Student Loan Compliance Waiver	Jun. 1996		
SCDC FORM 16-119	Personnel Position Action Request / Approval	Aug. 1996	Aug., 2008	Mar. 2013; Aug. 2013
SCDC FORM 16-120	Create/Delete Org Unit Request Form	Jan. 2013	Aug. 2013	
SCDC FORM 16-121	Organizational Structure Change Form	Jan. 2013	Aug. 2013	
SCDC FORM 16-122	Employee Notification/Military Leave	Nov. 2013		
SCDC FORM 16-123	Domestic Violence Incident Report	Mar. 2016		
SCDC FORM 16-124	Officer Reassignment Request	Mar-2017		
SCDC FORM 16-125	Health Screen/FLU Shot Consent And Release Form	Sept. 2017		
SCDC FORM 16-126	Rehire Checklist	Nov. 2017		
SCDC FORM 16-127	Temporary Salary Adjustment	Dec. 2017		
SCDC FORM 16-128	Telecommuting Agreement	Mar-2018		
SCDC FORM 16-129	Employee Nomination	Oct. 2018		
SCDC FORM 16-130	Retirement Resignation Letter	Dec. 2018		
SCDC FORM 16-131	Declaration of Pregnancy	Apr-2019		
SCDC FORM 17-2	Temporary Postponement Of Orientation	Apr. 1996	March 1998	
SCDC FORM 17-5	Other Agency Training Report	Sept. 1997		
SCDC FORM 17-7	Staff Training Roster	Oct. 1991	July 2006	
SCDC FORM 17-8	Training Evaluation	July 1985	July 2006	

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 17-9	Training Pre-Registration	Apr. 1990	Jan. 1997	Apr.2007
SCDC FORM 17-10	Classroom / Training Request / Cancellation Notice	Apr. 1990		
SCDC FORM 17-11	Third Party/Extern/Intern Services Agreement	Feb-2018	June, 2019	
SCDC FORM 17-12	Hostage Policy Statement	Mar-2018		
SCDC FORM 17-13	PREA New Employee on-boarding	Mar-2018		
SCDC FORM 18-1	Committee Docket	Feb. 1997	Oct. 1998	
SCDC FORM 18-3	Cell Assignment	Feb. 1997	Jun. 1997	Jun. 2012
SCDC FORM 18-5	Classification Records Manager's Monthly Report	Oct-1998		
SCDC FORM 18-6	Classification Monthly Report	Jun-2006	May-2019	
SCDC FORM 18-7	Inmate Release Checklist	Apr. 2002	Nov. 2007	Mar. 2011
SCDC FORM 18-10	Shakedown / Search Report	Aug. 1993		
SCDC FORM 18-11	Position Action Request	Sept. 1993		
SCDC FORM 18-12	Designated Facility (DF) Transfer Record	Apr. 1998		
SCDC FORM 18-14	Shock Incarceration Final Evaluation	Jan. 1994		
SCDC FORM 18-15	DNA Notice & Payment Procedures	Oct. 2000	Jan. 2001	Nov. 2005
SCDC FORM 18-16	Audit Checklist	Deleted		
SCDC FORM 18-17	R & E Records Intake	Sep. 2001	Jun-2011	
SCDC FORM 18-18	Release Checklist	Aug-2010	Jul-2016	
SCDC FORM 18-19	Classification Monthly Report	Feb. 1997	Jun. 1997	May-2019
SCDC FORM 18-20	Waiver Of Extradition	Jan. 1976	Aug. 2018	
SCDC FORM 18-24	Record Checkout Sheet	Jan. 1979		
SCDC FORM 18-25	Request for Statewide Travel/Transfer Request for Inmate Worker	Jan. 2008	Mar. 2012	Mar. 2018
SCDC FORM 18-34	48 Hour Notice	Jun. 1993		
SCDC FORM 18-39	Classification Waiver	Feb. 2006		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 18-68	Staff Memorandum	Sept. 2000		
SCDC FORM 18-69	Certification Of Inmate Orientation	Jan. 1998	Aprl. 1999	Apr. 2000; Apr. 2003
SCDC FORM 18-77	Certificate Of Inmate Orientation and Emergency Contact Information	Apr. 2003	Sept. 2004	Oct. 2004
SCDC FORM 18-78	Certificate of PREA Orientation	Jan. 2011	Oct. 2013	
SCDC FORM 18-79	PREA Screening Checklist and Instructions	Draft		
SCDC FORM 18-80	Annual Review/Hardship Transfer Request	Feb-2014		
SCDC FORM 18-81	Peer Led Safety Class Evaluation	Mar-2015		
SCDC FORM 18-82	Kirkland Peer Ecuation Handbook	Mar-2015		
SCDC FORM 18-83	Kirkland Peer Education Class Curriculum	Mar-2015		
SCDC FORM 18-84	Certificate of Completion for Peer Education Class	Mar-2015		
SCDC FORM 18-85	Certification of Participation (Sign-in Roster) for PREA Peer Education Class	Mar-2015		
SCDC FORM 18-86	Step-Down Program Acceptance Letter	Sept. 2017		
SCDC FORM 18-87	Step-Down Program Rules and Regulations	Sept. 2017		
SCDC Form 19-2	Inmate Property Inventory	Nov. 1996	Apr. 2008	Apr. 2009
SCDC FORM 18-89	Progress Report - Other Jurisdiction (Classifications)	Nov-2017		
SCDC FORM 19-3	Gas Cannister Weight Record	Jul. 1975		
SCDC FORM 19-4	Quarterly Report Of Confiscated Property	Nov. 1996		
SCDC FORM 19-5	Report On The Use Of Force	Apr-1997	Dec. 2008	
SCDC FORM 19-6	Key Log	Dec. 1999		
SCDC FORM 19-7A	Cell Check Log	Aug. 1975	Jul. 2007	Jul. 2012
SCDC FORM 19-7B	Fifteen-Minute Observation Log	Jul. 2012	Jul. 2018	
SCDC FORM 19-7C	Constant Observation Log/Inmate Watcher	Jan. 2017		
SCDC FORM 19-7D	Constant Observation Log/Employee	Jan. 2017		
SCDC FORM 19-7E/Pilot	Cell Check Log (Pilot)	Sept. 2017		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 19-8A	Security Equipment Issuance Log	Jan. 2006		
SCDC FORM 19-8B	Weapons Equipment Issuance Log	Jan. 2006		
SCDC FORM 19-10	Notice Of Review / Hearing	April, 1997	April, 2015	
SCDC FORM 19-11	Request To Staff Member	May-1989	Feb. 2001	
SCDC FORM 19-12	Daily Security Equipment Inventory Log	May-1997	Jun-2011	
SCDC FORM 19-14	Vehicle, Personnel And Time Report	Aug. 1975		
SCDC FORM 19-15	Weapon's Inventory Log	May-1997		
SCDC FORM 19-17	Temporary Custody Receipt For SCDC Inmate	May 1986	Oct. 1998	Apr. 2002
SCDC FORM 19-18	Court Inmate Information Form	Jan. 2006		
SCDC FORM 19-19	Employee Acknowledgement Of Transportation Policy	Apr-1997		
SCDC FORM 19-20	Special Mgmt. Confiscation Report & Review	Apr-2018		
SCDC FORM 19-21	Gate Vehicle Log	Sept. 1975		
SCDC FORM 19-22	Cert. For I/M Operators Of Farm & Hvy. Eqpt. Or Othr. Mtrzd. Eqp.	Feb. 1997	Oct. 1998	
SCDC FORM 19-24	Security Clearance	Oct. 1996		
SCDC FORM 19-25	Receipt for Issue and Turn-In	May-1997		
SCDC FORM 19-26	Inmate Clearance / Exit Checklist	Feb. 1993		
SCDC FORM 19-28	Release Of Liability	Aug. 1997		
SCDC FORM 19-29A	Incident Report	Jul. 1990	Feb., 2004	Jan., 2005
SCDC FORM 19-29B	Incident Report Supplement	Jul. 1990	July 1990	
SCDC FORM 19-29C	Intensive Supv. Services (ISS) Incident Report	July, 2013		
SCDC FORM 19-29D	Intensive Supv. Services (ISS) Incident Report Supplement	July, 2013		
SCDC FORM 19-30	RHU Classification Committee Review	Nov., 1997	April, 2015	
SCDC FORM 19-31	SCDC Vehicle / Visitor Daily Admittance Log	Sept. 1994		
SCDC FORM 19-33	SMU Level III Cell Card	Apr. 1997		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 19-34	SMU Level II Cell Card	Apr. 1997		
SCDC FORM 19-35	SMU Level I Cell Card	Apr. 1997		
SCDC FORM 19-36	Monthly Incident Report	Mar. 1996		
SCDC FORM 19-38	Escape / APB Report	May-1997		
SCDC FORM 19-39	Tool / Utensil Equipment Log	May-1997		
SCDC FORM 19-40	Knife Control Inventory Sheet	Jun. 2008		
SCDC FORM 19-41	Tool Utensil Inventory	May 1997		
SCDC FORM 19-42	Report Of Broken, Missing, Transferred, or Borrowed Tool and Equipment	May-1997		
SCDC FORM 19-45	Order To Report	Aug. 1997		
SCDC FORM 19-45A	Institutional Mailroom Order To Report	Feb. 2017		
SCDC FORM 19-45B	Institutional Medical Order To Report	Feb. 2017		
SCDC FORM 19-46	Local Citizen Notification Checklist	Apr. 1997		
SCDC FORM 19-47	Protective Custody Evaluation	Nov. 1997	Jan. 2007	Aug. 2008; May 2016
SCDC FORM 19-50	Employee Acknowledgement Drug Testing Policy	Dec. 1997		
SCDC FORM 19-51	Armory Entry Log	May-1997		
SCDC FORM 19-52	SMU Protective Custody Cell Card	Mar. 1999		
SCDC FORM 19-53	Property Control Room Unauthorized Items	Nov. 1996	Aug. 2015	
SCDC FORM 19-54	Inmate Job / School Assignment	Aug. 1997		
SCDC FORM 19-64	Hobbycraft Sales Agreement Between Inmate and Staff Member and/or Others	Aug. 1997	Feb. 2008	Aug. 2018
SCDC FORM 19-65	Inmate Location Change Roster	Apr-1976	Jan. 2012	
SCDC FORM 19-67	Restrictive Housing Unit Placement/Extension	Nov., 1997	April, 2015	
SCDC FORM 19-69	Disciplinary Report & Hearing Record	Jun. 1999	Jan. 2004	May-2007
SCDC FORM 19-71	Loss Of Privileges - Personal Property	Feb. 2004		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 19-79	Controlled Substance Testing & Disposition	Nov. 1996		
SCDC FORM 19-80	SCDC Inmate Pass	Apr-1997		
SCDC FORM 19-84	Request Deletions To Visiting List	Sept. 1996		
SCDC FORM 19-85	Alternative Meal Service	Mar. 1999		
SCDC FORM 19-87	State Classification Protective Custody Review	Aug. 2008		
SCDC FORM 19-89	SCDC Inspection Report	Nov. 1999		
SCDC FORM 19-90	Visitor's Injury Report A Substantiated Security	Jul. 2006		
SCDC FORM 19-92	Request For Protective Custody	Sept. 1978		
SCDC FORM 19-95A	Employees/Visitors Consent/Refusal To Be Searched	Jan. 2005	Nov. 2009	Sept. 2010
SCDC FORM 19-95B	Volunteer/Vendor Consent/Refusal To Be Searched	Jan. 2005	Nov. 2009	Sept. 2010
SCDC FORM 19-96	ID Card Rules, Regulations & Responsibilities	Aug. 1996		
SCDC FORM 19-97	Request For Transfer to Designated Facility	Apr. 1998	Sept. 2004	Aug. 2016
SCDC FORM 19-100	Interstate Corrections Compact Applications	May-1997		
SCDC FORM 19-102	Security Threat Group Validation Worksheet	Nov. 1995	Apr. 1997	Mar. 2012
SCDC FORM 19-104	Security Threat Group Renunciation	Apr. 1997	Aug. 2006	Jun. 2015
SCDC FORM 19-107	Security Threat Group-Inmate Cleared Of Affiliation	Mar. 2012	June, 2015	Apr. 2017
SCDC FORM 19-108	Security Threat Group Member-Self Admission	Apr. 1997	Aug. 2006	May-2017
SCDC FORM 19-109	Security Threat Group Renunciation Questionnaire	May-1997	June, 2015	
SCDC FORM 19-112	Transfer Of Inmate	Oct. 1996	Apr. 2002	
SCDC FORM 19-113	Official Outcount Roster	Dec. 1997	Mar. 1999	Dec. 1999
SCDC FORM 19-118	Authorization For Adult Supervision Of A Minor	Mar-2006	Oct. 2007	
SCDC FORM 19-119	Record Of Institutional Visit	May-1995	Nov. 2002	Feb. 2015
SCDC FORM 19-121	Inmate Job Description/Earned Work Credit	Sept. 1986		
SCDC FORM 19-123	EWC Performance Evaluation, Warning Notice	Dec. 1998		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 19-125	Outside Work Detail Sign In / Sign Out Sheet	April 1986		
SCDC FORM 19-126	Verification of Non-Availability Of State Vehicle	Feb. 1997	Oct. 1998	May-2013
SCDC FORM 19-127	Request For Visiting Privileges	Sept. 1997	Aug. 2002	Mar. 2017
SCDC FORM 19-128	Request For Info Concerning Your Application for Visitation	Sept. 1997	Mar. 2006	
SCDC FORM 19-129	Escape Apprehension Information	May-1997	Jun-2017	
SCDC FORM 19-131	Consent To Be Double Celled	Oct. 1989		
SCDC FORM 19-134	Confiscation of Funds	May, 1989		
SCDC FORM 19-135	Pre- Release Intake Update	Jan. 1989		
SCDC FORM 19-138	Employee Shift Change Within Same Institution	Apr. 1997	Dec. 1997	
SCDC FORM 19-141	Separation/Caution Memorandum	May-1990	Oct. 1998	May-2018
SCDC FORM 19-145	Inmate's Work Performance Report (Shock)	May-1991		
SCDC FORM 19-152	Authorization For Overnight / Emer. Use Of State Vehicle	Feb. 1997	Oct. 1998	
SCDC FORM 19-154	Visitor Change Of Address	Mar. 2006		
SCDC FORM 19-155	SCDC Cost Estimate For Repayment of Restitution By Inmates	Jan. 2012		
SCDC FORM 19-156	Security Threat Group Information Sheet	Mar. 2012	June, 2015	
SCDC FORM 19-157	Security Threat Group Questionnaire	Mar. 2012	Jun-2015	
SCDC FORM 19-158	Security Threat Group Evidence	Mar. 2012	June, 2015	
SCDC FORM 19-159	Confidentiality Agreement	May-2012	Jun-2015	
SCDC FORM 19-160	Crisis Intervention Team (CIT) Application	Jun-2014		
SCDC FORM 19-161	Crisis Intervention Team (CIT) Coaching Application	Jun-2014		
SCDC FORM 19-162	Security Of Firearms, Body Armor, And Other Related Equipment	Apr-2016		
SCDC FORM 19-163	RHU Temperature and Sanitation Log	Nov-2016		
SCDC FORM 19-164	RHU Visitation Log	Nov-2016	June, 2018	
SCDC FORM 19-164A	General Population Housing Unit Visitation Log	Nov. 2015	Jul-2018	

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 19-165	Disposition of PREA Report	Mar-2017		
SCDC FORM 19-166	Programs & Services Project Form	June, 2017		
SCDC FORM 19-167	Immediate Action Disciplinary Sanction	July, 2017		
SCDC FORM 19-168	Inmate Voluntary Statement	Nov. 2017		
SCDC FORM 19-169	PREA Incident Report Checklist	Dec-2017		
SCDC FORM 19-170	Outside Entity Donation Form	Dec. 2017		
SCDC FORM 19-171	Confirmation Of Cow Death	March, 2018		
SCDC FORM 19-172	THIRD PARTY REPORTING FORM (ON PUBLIC WEBSITE)	May-2018		
SCDC FORM 19-173	Duty Warden Checklist	Jun-2018	Dec-2018	
SCDC FORM 19-174	PREA Medical Checklist Form	Jun-2018		
SCDC FORM 19-175	Voluntary Inmate Witness Statement	June, 2018		
SCDC FORM 19-176	Release Of Inmate Medical Records	June, 2018		
SCDC FORM 19-177	Inmate Witness Refusal Form	June, 2018		
SCDC FORM 19-178	Broad River CSU Daily Roster	Jul-2018		
SCDC FORM 19-179	Broad River CSU Food Services	Jul-2018		
SCDC FORM 19-180	Restrictive Housing Unit Audit	Apr-2019		
SCDC FORM 19-181	NIC Training Log for Investigations & Medical/Mental Health	Jun-2019		
SCDC FORM 19-182	Sexual Abuse Retaliation Monitoring	Jul-2019		
SCDC FORM 19-183	PREA Incident Review	Jul-2019		
SCDC FORM 20-2	Equipment Log For Grounds Maintenance...	Dec. 1999		
SCDC FORM 20-6	Asset Requisition / Repair (Canteen)	Jul. 1991		
SCDC FORM 20-7	Concolidated Segregated Confinement Feeding Report	Jul. 1997		
SCDC FORM 20-10	Therapeutic Diet List	Jul. 1997		
SCDC FORM 20-11	Canteen Inventory Balance Sheet	May-1988		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 20-12	Vehicle Inspection Report	No Date		
SCDC FORM 20-13	Cleaning Supplies Request (Commissary)	Nov. 1997		
SCDC FORM 20-14A	Surplus / Salvage Turn-In Document	Sept. 1988		
SCDC FORM 20-18	Personal Equipment Order Form	Jan. 1994	Feb. 2016	
SCDC FORM 20-19	Television Purchase Agreement	Oct. 2007	Apr. 2017	August, 2017
SCDC FORM 20-22	Petty Cash Authorization	Sept. 1997		
SCDC FORM 20-31	Purchase Order Change Order	Jul-1988		
SCDC FORM 20-40	Inmate Clothing Issue Form	Nov. 1997		
SCDC FORM 20-42	Receiving Report/Ticket	Jul. 1999		
SCDC FORM 20-49	Justification For Sole Source Procurement	Feb. 1998	Oct. 2000	Jun. 2008
SCDC FORM 20-50	Justification For Sole Emergency Service Procurement	Feb. 1998	Oct. 2000	
SCDC FORM 20-52	Daily Institutional Inspection Checklist - for Cafeterias	Jul. 1997		
SCDC FORM 20-53	Weekly Inst. Food Service Checklist For Warden or Associate Wardens	Jul. 1997		
SCDC FORM 20-55	Inventory (Commissary)	Ja. 1983		
SCDC FORM 20-57	Periodic Billing	Feb. 1986		
SCDC FORM 20-58	Commissary Order Form	Nov. 1997		
SCDC FORM 20-68	Food Service Branch Inspection Score Sheet	Jul. 1997	Jan. 2014	
SCDC FORM 20-68A	Food Service Branch Inspection Score Sheet Supplement	Jul. 1997		
SCDC FORM 20-69	Daily Therapeutic Diet Roster	Jul. 1997		
SCDC FORM 20-70	Weekly Refund / Problem Log Report	July, 1988	June, 2018	
SCDC FORM 20-73	Adjustment / Variance Report	Nov. 1988		
SCDC FORM 20-39B	Commissary Monthly Inventory- Inmate...	Nov. 1999		
SCDC FORM 20-14B	Surplus Salvage Turn-In Document Continuation	Sept. 1986	Jan. 2011	
SCDC FORM 21-1	Construction Employees Daily Time Sheet	Jan. 1994		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 21-2	Work Order Request	Feb. 1998		
SCDC FORM 21-3	Paint Requests	Dec. 1997		
SCDC FORM 21-4	Paint Work Performance Report	Dec. 1997		
SCDC FORM 21-6	Daily Inspection Log	Dec. 1997		
SCDC FORM 21-20	Requisition Record	Sept. 1981	Feb. 1999	Jan. 2011
SCDC FORM 21-23	Application For Construction	Jul-1990		
SCDC FORM 21-26A	Preventive Maintenance Record	Mar. 2005		
SCDC FORM 21-26B	Preventive Maintenance Log	Mar. 2005		
SCDC FORM 22-1	Accident / Incident Report	Apr. 1999	Jun. 2015	
SCDC FORM 22-2	Employee Statement Of Injury Or Illness	Dec. 2006	Jun-2015	Feb. 2016
SCDC FORM 22-5	Inmate Training Record	Aug. 1998		
SCDC FORM 22-6	Monthly Hazardous Chemical Inventory	Aug. 1998		
SCDC FORM 22-7	Fire Drill Report	Jan., 1999	June, 2018	
SCDC FORM 22-8	Accident Investigation Form	Feb. 2016		
SCDC FORM 22-9	Validity Of Claim In Question	June, 2018		
SCDC FORM 23-1	Administrative Consent To Be Polygraphed	Feb. 1997	April, 2015	
SCDC FORM 23-2	Consent To Be Polygraphed	Feb. 1997	July, 2015	July, 2015
SCDC FORM 23-3	Miranda Rights	Feb. 1997	April, 2015	
SCDC FORM 23-3B	Miranda Rights (Spanish)	April, 2015		July, 2015
SCDC FORM 23-4	Medical Waiver For Admin. Polygraph	Feb. 1997	April, 2015	July, 2015
SCDC FORM 23-7	Nat. Crime Info. CTR Inquiry Log	May-1997		
SCDC FORM 23-50	Permanent School Record	Jul-1997		
SCDC FORM 23-51	Relationships Between SCDC Employees	April, 2015	Aug-2016	
SCDC FORM 23-52	Criminal Process Withdrawal	April, 2015	July, 2015	Dec. 2017

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 23-53	Death Scene Report	April, 2015		
SCDC FORM 23-54	Solocator Prosecution Form	April, 2015		
SCDC FORM 23-55	Voluntary Consent To Search/Vehicle Search	April, 2015		
SCDC FORM 23-55B	Voluntary Consent To Search A Vehicle (Spanish)	April, 2015		
SCDC FORM 23-56	Voluntary Statement Page 1	April, 2015	July, 2015	
SCDC FORM 23-56B	Voluntary Statement Continuation	April, 2015	July, 2015	
SCDC FORM 23-57	Consent To Buccal Swab Collection	April, 2015		
SCDC FORM 23-58	Suicide Check List	April, 2015		
SCDC FORM 23-59	Evidence/Chain Of Custody	April, 2015		
SCDC FORM 23-60	Garrity Warning	June, 2015		
SCDC FORM 23-61	Arrest Warrant Affidavit Sheet	June, 2015		
SCDC FORM 23-62	Victim Information/Notification Form	July, 2015		
SCDC FORM 23-63	Inventory Of Towed Vehicles	July, 2015		
SCDC FORM 23-64	Authorization For Release Of Information	July, 2015		
SCDC FORM 23-65	Refusal To Submit To A Polygraph Examination	July, 2015		
SCDC FORM 23-66	Response To Request For Polygraph Examination Results	July, 2015		
SCDC FORM 23-67	Polygraph Proof Of Service	July, 2015		
SCDC FORM 23-68	Escape Duty	July, 2015		
SCDC FORM 23-69	Inmate Grievance Review Routing Slip	Sept., 2015	Apr-2017	Sep-2018
SCDC FORM 23-70	Scale Calibration Log	Feb. 2016		
SCDC FORM 23-71	Cell Phone Extraction Request Response	Sept. 2016		
SCDC FORM 23-72	Cell Phone Extraction Request	Sept. 2016		
SCDC FORM 23-73	Affidavit of Service for Forced Polygraph	Jan-2017	July, 2019	
SCDC FORM 23-74A	Confidential Informant Profile Sheet	Jan-2017		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 23-74B	Confidential Informant Code of Conduct	Jan-2017		
SCDC FORM 23-74C	Confidential Informant Arrest Data	Jan-2017		
SCDC FORM 23-74D	Confidential Informant Consent to Intercept	Jan-2017		
SCDC FORM 23-74E	Confidential Informant Consent to Search	Jan-2017		
SCDC FORM 23-74F	Confidential Informant Parental Agreement	Jan-2017		
SCDC FORM 23-75	Warrant Packet Checklist	Mar-2017		
SCDC FORM 23-76	Analysis Report Checklist	May-2017		
SCDC FORM 23-77	Secondary Employment Authorization Request	Jul-2017		
SCDC FORM 23-78	Photograph Identification	Aug-2017		
SCDC FORM 23-79	New Hire Checklist	Aug. 2017		
SCDC FORM 23-80	Police Services Evidence Disposal Form	May-2018		
SCDC FORM 23-81	Case File Cover Sheet for Retention Calculation	Jun-2018		
SCDC Form 23-82	NCIC Second Party Check Form	Oct-2018		
SCDC Form 23-83	NCIC Record Validation Report	Oct. 2018		
SCDC Form 23-84	NCIC Warrant Entry Worksheet	Oct. 2018		
SCDC Form 23-85	NARCAN Administration Form	Oct-2018		
SCDC Form 23-86	Daily Observation Report	June, 2019		
SCDC Form 23-87	End Of Phase Evaluation Form	June, 2019		
SCDC Form 23-88	Field Training Officer Evaluation Report	June, 2019		
SCDC Form 23-89	Agent Self Evaluation Form	June, 2019		
SCDC Form 23-90	Remedial Report	June, 2019		
SCDC FORM 23-91	Narcan Issuance Log	June, 2019		
SCDC FORM 23-92	Intelligence Summary	June, 2019		
SCDC FORM 24-83	GPH Inpatient Referral	Aug-1988	Jun-2016	

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 25-1	Program Intake Assessment	Sept. 2001		
SCDC FORM 25-2	Program Orientation Checklist	Sept. 2001	Apr. 2015	
SCDC FORM 25-3	Individualized Rehabilitation Plan	Sept. 2001	Apr-2015	
SCDC FORM 25-4	YOIP Phase I and II Case Management Rating Sheet	Sept. 2001		
SCDC FORM 25-5	YOIP Phase III Case Management Rating Sheet	Sept. 2001		
SCDC FORM 25-6	YOIS/Shock Accountability Board Report	Sept. 2001	Apr-2015	
SCDC FORM 25-7	Behavioral Expectations of Participation	Sept. 2001	Apr. 2015	
SCDC FORM 25-8	Program Recycle/Removal	Sept. 2001		
SCDC FORM 25-9	Inappropriate Behavior Control Environment (ICE) Extension	Sept. 2001		
SCDC FORM 25-10	Youthful Offender Security Detention (YOSD) Notice	Sept. 2001		
SCDC FORM 25-11	Youthful Offender Security Detention Request	Sept. 2001		
SCDC FORM 25-12	Youthful Offender Security Detention (YOSD) Review	Sept. 2001	Jan-2017	
SCDC FORM 25-13	Recommendation for Release Consideration	Sept. 2001		
SCDC FORM 25-14	Initial Opinion Survey	Sept. 2001		
SCDC FORM 25-15	Group Narrative Progress Notes	Sept. 2001		
SCDC FORM 25-16	Narrative Progress Notes	Sept. 2001		
SCDC FORM 25-17	Request for Clinical Counseling Services	Sept. 2001		
SCDC FORM 25-18	Mental Health Treatment Team	Sept. 2001		
SCDC FORM 25-19	Security Detention Review	Sept. 2001		
SCDC FORM 25-21	Educational Progress Form	Sept. 2001		
SCDC FORM 25-22	Biopsychosocial Assessment	Jan. 2006	Feb. 2008	
SCDC FORM 25-23	Phase IV - Transitional Care Plan	Jan. 2006		
SCDC FORM 25-24	YOIP Special Needs Case Management Rating Sheet	Jan. 2006		
SCDC FORM 25-25	Discharge Summary	Jan. 2006		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 25-50	Application for Court Ordered Shock Incarceration	Jan. 2009		
SCDC FORM 25-51	30-Day Progress Review	Jan. 2009		
SCDC FORM 25-52	Sock/Boot Camp Review Board Summary	Jan. 2009		
SCDC FORM 25-53	Inmate's Work Performance Report	Jan. 2009		
SCDC FORM 25-54	Shock Participants Refusal	Jan. 2009		
SCDC FORM 25-55	Order of Shock Incarceration Removal	Jan. 2009		
SCDC FORM 25-56	Request for Project Approval	Jan. 2009		
SCDC FORM 25-57	Notice of Extension	Jan. 2009	Oct-2014	
SCDC FORM 25-58	Disciplinary Action Summary Report	Jan. 2009		
SCDC FORM 25-59	Notice of Hearing	Jan. 2009		
SCDC FORM 25-60	Shock Incarceration Evaluation Score Sheet	Jan. 2009		
SCDC FORM 25-61	Physical Training Test Failure Report	Jan. 2009		
SCDC FORM 25-62	Continuing Plan for Aftercare	Jan. 2009		
SCDC FORM 25-63	Waiver of Notice, Right to Attorney, and Hearing	Feb-2014		
SCDC FORM 25-64	Notice of Motion and Motion	Feb-2014		
SCDC FORM 25-65	Civil Judgment	Feb-2014		
SCDC FORM 25-66	Youthful Offender Emergency Hold Recommendation: C.I.	May-2014		
SCDC FORM 25-67	Youthful Offender Release Recommendation: Correctional Institution	May-2014		
SCDC FORM 25-68	Youthful Offender Emergency Hold Recommendation: ISS Region	May-2014		
SCDC FORM 25-69	Youthful Offender Release Recommendation: ISS Region	May-2014		
SCDC FORM 25-70	Youthful Offender Conditional Release Certificate	May-2014		
SCDC FORM 25-71	Youthful Offender Release Recommendation: Victim Services	May-2014		
SCDC FORM 25-72	Youthful Offender Emergency Hold Recommendation: Victims Services	May-2014		
SCDC FORM 25-73	Youthful Offender Release Arrest Warrant	Oct-2014		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 25-74	SCDC Violation of Parole Order for Return to Custody	Oct-2014		
SCDC FORM 25-75	Offender Records and Information Release Authorization	Oct-2014		
SCDC FORM 25-76	Jail Release Termination of Supervision Order	Oct-2014		
SCDC FORM 25-77	Jail Release Continued Supervision Order	Oct-2014		
SCDC FORM 25-78	Case Closure Request	Oct-2014		
SCDC FORM 25-79	Case Management Plan (CMP)	Feb-2015		
SCDC FORM 25-80	Drug Testing Refusal	Feb-2015		
SCDC FORM 25-81	EM Participant Form	Feb-2015		
SCDC FORM 25-82	Drug Testing Voluntary Admission	Feb-2015		
SCDC FORM 25-83	Graduated Response Agreement	Feb-2015		
SCDC FORM 25-84	Reentry Offender Focus Staffing Form	Feb-2015		
SCDC FORM 25-85	Offender Out-of-State Travel Permit and Agreement to Return	Feb-2015		
SCDC FORM 25-86	Offender Residence Assessment: Sex Offender	Feb-2015		
SCDC FORM 25-87	Offender Financial Assessment	Feb-2015		
SCDC FORM 25-88	Offender Residence Assessment	Feb-2015		
SCDC FORM 25-89	Violation Report	Feb-2015		
SCDC FORM 25-90	ISS Parole Transportation Plan	Feb-2015		
SCDC FORM 25-91	Worksite Referral	Feb-2015		
SCDC FORM 25-92	J Reuben Long Referral Recommendation Form	Jan-2017		
SCDC FORM 25-93	Individual Rehabilitation Plan	Jan-2017		
SCDC FORM 25-94	The Step Up! Program Referral Form	Jan-2017		
SCDC FORM 26-6	Report of Religious Activity	Oct-1997		
SCDC FORM 26-7	Medical Emergency of Death of Inmate's Family Member	Sept. 1997		
SCDC FORM 26-8	Medical Emergency/Death of an Inmate	Nov. 1996		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 26-8B	Pick-up of Cremains Signature Form	Mar-2015		
SCDC FORM 27-4	Work Program Agreement	Nov. 1996	Jun-2016	
SCDC FORM 27-5	Personalized Budget Plan / Deductions	Oct. 2001		
SCDC FORM 27-9	Verification of Overtime Work	Feb. 2006		
SCDC FORM 27-10	Release of Liability	Feb. 2006		
SCDC FORM 27-14	Verification Of Overtime Worked	Feb. 2006		
SCDC FORM 27-16	Participant Payroll Receipt/Financial Report	Mar. 2000	Oct. 2001	
SCDC FORM 27-17	Sponsor Agreement For Furlough / Pass Program	Oct. 1988	Mar. 2000	Jun-2011
SCDC FORM 27-18	Inmate and Sponsor Agreement for Medical Furlough	Oct. 1991	Mar. 2000	Aug. 2016
SCDC FORM 27-23	Verification of Dependents	Oct. 1999	Mar. 2000	
SCDC FORM 27-30	Statement And Agreement	Jul. 1998	Oct. 1998	
SCDC FORM 27-34	Request for Withdrawal from Welfare Fund	May-1991		
SCDC FORM 27-38	Acknowledgement of Contribution to Community Services Restriction	Jul-1998		
SCDC FORM 27-39	Community Services **Receipt Book	April, 2016		
SCDC FORM 27-42	Bus Travel Voucher for Released Paroled Offenders	Jul. 1992		
SCDC FORM 27-49	Payment Of Medical Accounts	Oct. 1999		
SCDC FORM 27-53	Work Program Initial Loan	Oct. 1999	Mar. 2000	
SCDC FORM 27-66	Labor Crew Reporting	Aug. 1991	Dec. 1997	
SCDC FORM 27-67	Outside Labor Crew Orientation	Mar. 2000	Jun-2006	Aug. 2016
SCDC FORM 27-68	Certificate of Outside Labor Crew/Work Program Sprvsr Orientation & Ed	Feb. 2006	Aug. 2016	
SCDC FORM 27-70	Supervised Furlough Early Release Notifications	Dec. 1997		
SCDC FORM 27-71	Recommendation For Medical Parole	June, 2017		
SCDC FORM 6-10	Operation Behind Bars Program/Scheduling	Feb. 1992	Oct. 2010	
SCDC FORM 6-11	Operation Behind Bars Program/Evaluation	Feb. 1992	Aug. 2003	Oct. 2010

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM 8-7	Operation Behind Bars Program Scheduling Information	Jul-1995		
SCDC FORM S-1	Operation Behind Bars Program Evaluation	Mar. 1996		
SCDC FORM B-1	Volunteer Services Fact Sheet	Nov. 1996	Oct. 2007	
SCDC FORM B-3	Ten Code Signal	Sept. 1995		
SCDC FORM B-10	Williams Flexion Excercises	Jul. 1988		
SCDC FORM B-12	Tentanus and Diphtheria Vaccine	Oct. 1994		
SCDC FORM B-17	Inmate Correspondance Privileges	July, 1988	Oct. 2001	Jan. 2005
SCDC FORM B-18	Tetanus & Diphtheria Vaccine	No File		
SCDC FORM B-19	Labor Crew/Work Program for Inmates Handbook	Mar. 2000		
SCDC FORM E-1	Book Due	Feb. 1991		
SCDC FORM E-2	Table Data Card	Aug. 1988	Mar. 2016	
SCDC FORM E-8	Vocational Education Program Service Request	Jul. 1994	Feb. 2011	
SCDC FORM E-11	Class Attendance Roster & Monthly Report Pages 1&2	Sept. 1987		
SCDC FORM E-12	Class Attendance Roster & Monthly Report Pages 1&2	Sept. 1987		
SCDC FORM E-13	Library Card	Jan. 1983		
SCDC FORM E-16	Distribution Of Library Books	Mar. 1985		
SCDC FORM E-21	Vocational Training Agreement	Aug. 1999	April, 2018	
SCDC FORM E-23	Correspondence Coursework Approval	Nov. 2009	Sept. 2014	
SCDC FORM E-24	Special Project Request	Nov. 2009	Oct. 2015	
SCDC FORM E-25	Terms and Conditions	Sep. 2019	Dec. 2010	Jul. 2012
SCDC FORM E-26	OJT Work Hour Verification	Apr-2019		
SCDC FORM E-27	SPICE Participant Contract	Jul-2019		
SCDC FORM M-1	Residential Treatment Agreement	Nov. 2009	Sept. 2014	
SCDC FORM M-6	Health Related Supplies/Equipment Used	Apr. 1986		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM M-7A	Physician's Transfer Note or Consultation	Oct. 1994		
SCDC FORM M-7B	Physician's Transfer Note or Consultation Con't.	April, 1988		
SCDC FORM M-10	Daily Medication Administration Record	Jul. 1999	Apr. 2012	
SCDC FORM M-11	Medical Prescription	Mar. 1989	Feb. 2009	
SCDC FORM M-13	Release of Medical Information to SCDC	Sep. 1993		
SCDC FORM M-14	Medical/Mental Health Screen	Nov. 1996	Jul. 2004	Jun. 2016
SCDC FORM M-15	Gilliam Psychiatric Center File Inventory	Aug. 1988		
SCDC FORM M-19A	Dental Health Records	Sept. 1993		
SCDC FORM M-19B	Dental Health Records Con't.	Sept. 1993		
SCDC FORM M-23	15 Minute Observation	Aug. 1988		
SCDC FORM M-25	Impatient Graphic Chart	Aug. 1990		
SCDC FORM M-26	Inpatient History	Jul. 1992		
SCDC FORM M-31	Medical No Work Pass	Aug. 1988	Sept. 2000	
SCDC FORM M-32	Pre-Lockup Clearance/Post Use of Force Examination	May-1994		
SCDC FORM M-33	Inpatient Treatment Kardex	Dec. 1987		
SCDC FORM M-34	Physician's Orders	Jun. 1995		
SCDC FORM M-35	Medical/Laboratory Supply Order	Sept. 1988		
SCDC FORM M-38	Dental Statement of Responsibility	June, 1995	Mar. 1990	
SCDC FORM M-40	Dental Clinic Daily/Monthly Report	Dec. 1990		
SCDC FORM M-41	Diabetic Care Record	Apr. 1984		
SCDC FORM M-42	Elective Outside Health Care Request	Jun. 1984	Dec. 1999	Feb. 2004
SCDC FORM M-43	Authorization for Procedure and/or Admin of Anesthesia	Sept. 1993	Mar. 2001	
SCDC FORM M-46	X-Ray Flash Card	Aug. 1988	Dec. 2011	
SCDC FORM M-47	Infirmiry Admission and Discharge Card	Aug. 1988		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM M-51	New Record Audit	Jan. 2004		
SCDC FORM M-53	Refusal Of Medical Advice Form	May-1993		
SCDC FORM M-55	X-Ray Requisition and Report	May-1995		
SCDC FORM M-62	Analytical Eye Record	Oct. 1990		
SCDC FORM M-63	Pharmaceutical Register	Oct. 1992		
SCDC FORM M-64	Biohazard Sticker	Apr. 1986		
SCDC FORM M-65	Consent for GPH Admission and Treatment	Aug-1988	Jun-2016	
SCDC FORM M-66	Fluid Administration	April, 1986		
SCDC FORM M-67	Pharmacy Medication Review	No File		
SCDC FORM M-68	Gilliam Psychiatric Center Behavioral Analysis	Aug. 1988		
SCDC FORM M-70	Infirmery Pharmaceutical Register	Dec. 1990		
SCDC FORM M-71	Miscellaneous Requisition	Dec. 1993		
SCDC FORM M-73	Daily Census Report	Aug. 1988		
SCDC FORM M-75	Medical Record Audit Checklist	Jan. 1986		
SCDC FORM M-76	Problem List	Oct. 1992		
SCDC FORM M-78	24-Hour Admission And Dishcharge Form	Sep. 1993	Feb. 2010	
SCDC FORM M-79	Request for Special Housing for Physically Disabled Inmates	Feb. 2000		
SCDC FORM M-80	Microbiology Requisition	Sep. 1994		
SCDC FORM M-82	Gilliam Psychiatric Center Treatment Plan	Aug. 1988		
SCDC FORM M-84	Chemistry Requisition	Dec. 1993		
SCDC FORM M-85	Emergency Supply/Crash Cart	Dec. 1993		
SCDC FORM M-86	SCDC Controlled Substance Order Form	Sept. 1993		
SCDC FORM M-89	Daily Key Log	Sept. 1993		
SCDC FORM M-92	Assignment Sheet - Infirmery	Sept. 1986		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM M-95	Validation That Control Drug / Item Count Is Correct	Jul. 1994		
SCDC FORM M-99	Turberculosis Preventative Treatment Record	Sept. 1993		
SCDC FORM M-102	Allergic to Sticker	Nov. 1988		
SCDC FORM M-103	Cardiovascular Follow-Up Record	Apr. 1994		
SCDC FORM M-104	GPC Client Information Card	Aug. 1988		
SCDC FORM M-105	Medication Log	Jun. 1999	Apr. 2000	
SCDC FORM M-106	Inpatient Medication Staffing	Mar. 1993		
SCDC FORM M-107	Consent for Neuropedic Medications	Feb. 1990		
SCDC FORM M-108	Consent or Denial of Consent to Use Neuroleptic Medication In Patients with Tardive Dyskinesia	Sep. 1989		
SCDC FORM M-110	Medical Clearance for Institutional Transfer	Oct. 1996	Aug. 1997	
SCDC FORM M-111	HIV Patient Education and Counseling Record	Jan. 1995	Oct. 2013	
SCDC FORM M-112	Data Collection for Persons with Positive HIV Test	Apr. 1994		
SCDC FORM M-113	Chronic Infectious Disease Monitor	Dec. 1991	Jan. 1998	
SCDC FORM M-114	Gilliam Psychiatric Hospital Intake Clinical and History Form	Jul. 1992		
SCDC FORM M-116	Appointment/Information Card	Mar. 1993		
SCDC FORM M-117	Cleaning Schedule	May-1993		
SCDC FORM M-119	Previous Positive PPD	March, 1994	Feruary,2015	
SCDC FORM M-120	Crisis Intervention/Suicide Precaution Form	Feb-1997	Sep-2007	Mar-2018
SCDC FORM M-123	Health Summary for Classification / Assignment	May-1997	Aug. 2010	Dec. 2010
SCDC FORM M-124	Inmate HIV Treatment Compliance Agreement	Apr. 1997	Oct. 2013	
SCDC FORM M-130	Hospice & Palliative Service Program Code of Conduct	Feb. 1998		
SCDC FORM M-131	Admission Assessment Interdisciplinary	Feb. 1998		
SCDC FORM M-135	Crisis Intervention Log	Sep-2007	Mar. 2019	

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM M-136	Therapeutic Diet Privileges	Jul. 2003	Apr. 2012	
SCDC FORM M-137	Sick Call/Dental Sign-Up Roster	Dec. 1998		
SCDC FORM M-143	Medical Prescription	Sept. 1998		
SCDC FORM M-144	Hospice Volunteer Weekly Report	Dec. 1998		
SCDC FORM M-145	Plan of Care	Dec. 1998		
SCDC FORM M-146	Medical/Dental Item Inventory	Feb. 2000		
SCDC FORM M-148	Approval For Prosthesis And Release Of Liability	No File		
SCDC FORM M-149	Continuity of Care for Transfer to Court	Feb. 2004		
SCDC FORM M-150	Nursing Assessment for Renewal of Psychotropic Medication	Feb. 2004		
SCDC FORM M-151	Inmate Request for Medical Refill/Renewal	Jul. 2013		
SCDC FORM M-152	Consent to Release Medical Information	Dec. 2013		
SCDC FORM M-153	Staff Summary Sheet	Sept., 2014		
SCDC FORM M-154	Telephone Encounter	October, 2015		
SCDC FORM M-155	Qualitative Respirator Fit Test	Ja. 2015		
SCDC FORM M-156	Mental Health Screening Form - III	Jan-2016		
SCDC FORM M-157	Quality Assurance Monthly Audit Form	Jan-2016		
SCDC FORM M-158	Clinical Records Checklist	Jan-2016		
SCDC FORM M-159	Client Satisfaction Survey	Jan-2016		
SCDC FORM M-160	Monthly Program Activities Report	Jan-2016		
SCDC FORM M-161	Monthly Report - Addendum	Jan-2016		
SCDC FORM M-162	New Employee Orientation Checklist	Jan-2016		
SCDC FORM M-163	Manning Pre-Release New Employee Checklist	Jan-2016		
SCDC FORM M-164	Group Evaluation (Original)	Jan-2016		
SCDC FORM M-165	Discharge Summary - Transition Plan	Feb-2016		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM M-166	Clinical / Suicide Risk Assessment	Feb-2016		
SCDC FORM M-167	Plan of Correction (POC)	Feb-2016		
SCDC FORM M-168	Maxout Medication Form	Feb-2016		
SCDC FORM M-169	Mental Health On-Call Log	Jul-2016		
SCDC FORM M-170	Discharge/Referral Agency Form	Feb-2016		
SCDC FORM M-171	Lock-up Mental Health Evaluation	Feb-2016		
SCDC Form M-172	Training Checklist--Regional Mental Health Services	Feb-2016		
SCDC Form M-173	Program Management and Clinical Record Quality Assurance Review	Feb-2016		
SCDC FORM M-174	Evaluation: Hepatitis C Treatment	April, 2016		
SCDC FORM M-175	Inmate Consent To Hepatitis C Evaluation And/Or Treatment	April, 2016		
SCDC FORM - 176	SCDC Hepatitis C Treatment Monitoring Schedule	April, 2016		
SCDC FORM M-177	BMHSAS Clinical Assessment	Jun-2016		
SCDC FORM M-178	Mental Health Services Referral Form	Jul-2016		
SCDC FORM M-179	Kirkland R&E Intermediate Care Services Treatment Plan	Jul-2016		
SCDC FORM M-180	Intermediate Care Services 90-Day Review Treatment Team Comments	Jul-2016		
SCDC FORM M-181	Intermediate Care Services Unit Discharge Needs Assessment	Jul-2016		
SCDC FORM M-182	Mental Health Services Discharge Summary	Jul-2016		
SCDC FORM M-183	Suicide Precaution/Crisis Intervention Screening Form	Aug-2016		
SCDC FORM M-184	Non-Formulary Medical Prescription	Oct. 2016		
SCDC FORM M-185	Process Improvement Plan	Feb-2017		
SCDC FORM M-186	Continuity of Care from County to SCDC	Feb-2017		
SCDC FORM M-187	Focus Group Consent Form	Feb-2017		
SCDC FORM M-188	Family Statement (Medical Furlough)	Mar-2017	Jun-2017	Aug. 2018
SCDC FORM M-189	Physician's Statement (Medical Furlough)	Mar-2017	Jun-2017	

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM M-190	Inmate Medical Parole Correspondence	May-2017		
SCDC FORM M-191	Medical Parole 3P Correspondence	May-2017		
SCDC FORM M-192	Workup for Medical Furlough	Jun-2017		
SCDC FORM M-193	Unstructured Out of Cell Time Log	Jun-2017		
SCDC FORM M-194	Division of Health Services Policy/Procedure Review	Jun-2017		
SCDC FORM M-195	Workup for Medical Parole	Jul-2017		
SCDC FORM M-196	Collaborative Practice Protocol	Jul-2017		
SCDC FORM M-197	Power of Attorney For DEA Forms 222 And Electronic Orders	Sept. 2017		
SCDC FORM M-198	Structured Daily Activity Log	Oct-2017		
SCDC FORM M-199	CSU Patient Treatment Plan	Oct-2017		
SCDC FORM M-200	Weekly Unstructured Activities Log	Oct-2017		
SCDC FORM M-201	Medication Assisted Treatment - Letter to Offender	Feb-2018		
SCDC FORM M-202	Medication Assisted Treatment - Vivitrol Consent Form	Feb-2018		
SCDC FORM M-203	Medication Assisted Treatment - Program Referral Form	Feb-2018		
SCDC FORM M-204	Medication Assisted Treatment - Verification of Participation	Feb-2018		
SCDC FORM M-205	Medication Assisted Treatment - Medical Referral Form	Feb-2018		
SCDC FORM M-206	Use of Force Checklist	Feb-2018		
SCDC FORM M-207	Multidisciplinary Accommodation Plan	May-2018	Apr-2019	
SCDC FORM M-208	Community Meeting Minutes (QUIRM)	May-2018		
SCDC FORM M-209	Safe Cells Inspection	Oct-2018		
SCDC FORM M-210	Heptatitis C (HCV) Opt-Out Refusal Form	Dec-2018		
SCDC FORM M-211	CSU Interview Form	Feb-2019		
SCDC FORM M-212	CSU Supply Form	Feb-2019		
SCDC FORM M-213	Medical Furlough Telephone Log	May-2019		

	TITLE	CREATION DATE	REV. DATE	REV. DATE
SCDC FORM M-214	Choices Referral Form	May-2019		
SCDC FORM M-215	Intake Hepatitis Opt-Out/Refusal Form	Sep-2019		
SCDC FORM S-9	Central Banking Transmittal Control	Sept. 1993	Dec. 2000	
SCDC FORM S-12	Emergency Data Update	Apr. 1991	Sept. 2007	
SCDC FORM S-14	Do not file beyond this point	Jan. 1995		
SCDC FORM S-16	Flash Card	Mar. 1977		
SCDC FORM S-22	File Transmittal Form	Feb. 1997		
SCDC FORM S-23	Chain Of Evidence	Oct. 1996		
SCDC FORM S-26	Unit Laundry Log/Roster, pg 1 and 2	Jun. 2000	Apr. 2008	Mar. 2015
SCDC FORM S-27	Chemical Label	Oct. 1990	Feb. 1997	
SCDC FORM S-28	In/Out Time Card	Oct. 1988	Oct. 1996	
SCDC FORM S-35	In / Out Card - Deleted	Feb. 1992		
SCDC FORM S-36	Return to Stock Ticket	Feb. 1992		
SCDC FORM S-37	Inventory Adjustment	Feb. 1992		

Automated Request to Staff Member System-Reports/Statistics Available

Included in the Department of Corrections' (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's October 8, 2019, letter to the Department of Corrections: "58. Please provide reports that include the ARTSM information below, as well as the most recent version of any other reports related to ARTSM that the agency regularly reviews. (a) Division and position responsible for responding to requests, by request type; (b) Average response time for each month during the last 12 months, by request type; (c) Number of requests responded to within 45 days during the last 12 months, by request type; (d) Number of requests over 45 days old that are not yet responded to during the last 12 months, by request type;"

In addition to providing the information in this document, SCDC provided the following response:

- Please note the following reports that can be generated through the ARTSM Reports Menu. The reports names are as follows: Inmate Request Statistics, Inmate Request Statistics with Date Range, Inmate Request Statistics with Date Range and Location, Inmate Request Audit Trail, Inmate Request Search, Inmate Request Search by Date, Inmate Request Statistics, Inmate Request Statistics by Date, Inmate Requests Assigned To, Inmate Requests Requiring Response, Inmate Requests Requiring Response by Location.
- Attached is an example of the Inmate Request Statistics, Inmate Request Search, Inmate Requests Requiring Response.
- Please advise which reports you would like generated and redacted for your review.



Inmate Request Statistics By Date

Today's Date: 10/29/19 15:28

Date Range: 1/1/19 16:25 - 10/29/19 16:25

Request Type	% of Overall	Total	Complete	Pending	% Complete
Commissary	16.76%	51468	50741	727	98.59%
Classification	15.24%	46791	44660	2131	95.45%
Religion	9.75%	29935	29501	434	98.55%
Inmate Financial	7.24%	22240	21749	491	97.79%
Security	4.00%	12297	11648	649	94.72%
Education	5.02%	15406	15042	364	97.64%
Visitation	3.21%	9844	9700	144	98.54%
Personal Property	4.30%	13189	12789	400	96.97%
Programs	4.21%	12917	12178	739	94.28%
Mail	2.93%	8995	8918	77	99.14%
Food (Cafeteria and Food)	3.10%	9530	9143	387	95.94%
Canteen	3.01%	9227	8960	267	97.11%
Law Library	2.52%	7728	7540	188	97.57%
Grievance	1.86%	5723	5610	113	98.03%
Telephone / Kiosk (Trouble Form)	2.81%	8624	8467	157	98.18%
Maintenance	1.78%	5474	5233	241	95.60%
Bed Assignments	1.20%	3689	3562	127	96.56%
Designated Facilities	1.47%	4512	4291	221	95.10%
Job Assignments	1.69%	5176	4901	275	94.69%
Inmate Records	0.97%	2964	2790	174	94.13%
Disciplinary	1.00%	3075	2951	124	95.97%
Young Offender Parole & Re-Entry	0.64%	1963	1936	27	98.62%
Privilege Reinstatement	0.67%	2048	1901	147	92.82%
Inmate-to-Inmate Correspondence	0.53%	1627	1619	8	99.51%
Contraband	0.72%	2207	2066	141	93.61%
Recreation	0.64%	1969	1889	80	95.94%
Transfers	0.42%	1296	1228	68	94.75%
Legal	0.64%	1955	1880	75	96.16%
Policy	0.26%	801	758	43	94.63%
American Disabilities Act (ADA)	0.23%	708	680	28	96.05%
Legal Materials	0.34%	1042	992	50	95.20%
Notary Services	0.33%	1011	1005	6	99.41%
Investigations	0.27%	835	780	55	93.41%
EHSO	0.17%	535	516	19	96.45%
Special Subcommittee	0.04%	112	112	0	100.00%
Test	0.04%	123	112	11	91.06%
ARCHIVED	0.00%	14	14	0	100.00%
ICH - Transfer	0.00%	0	0	0	0.00%

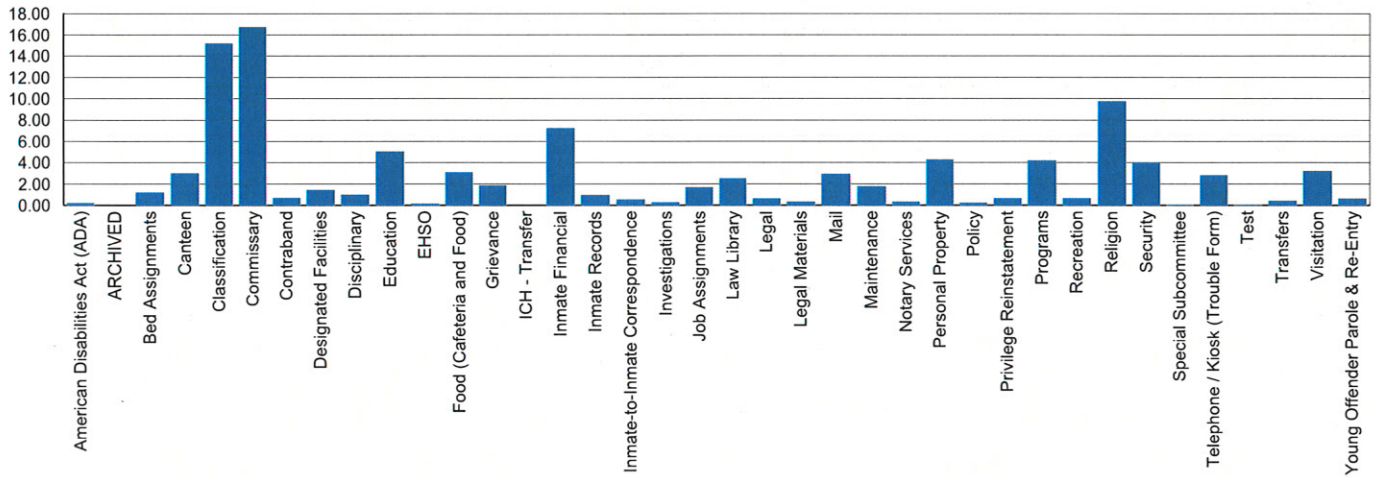
Inmate Request Statistics By Date

Today's Date: 10/29/19 15:28

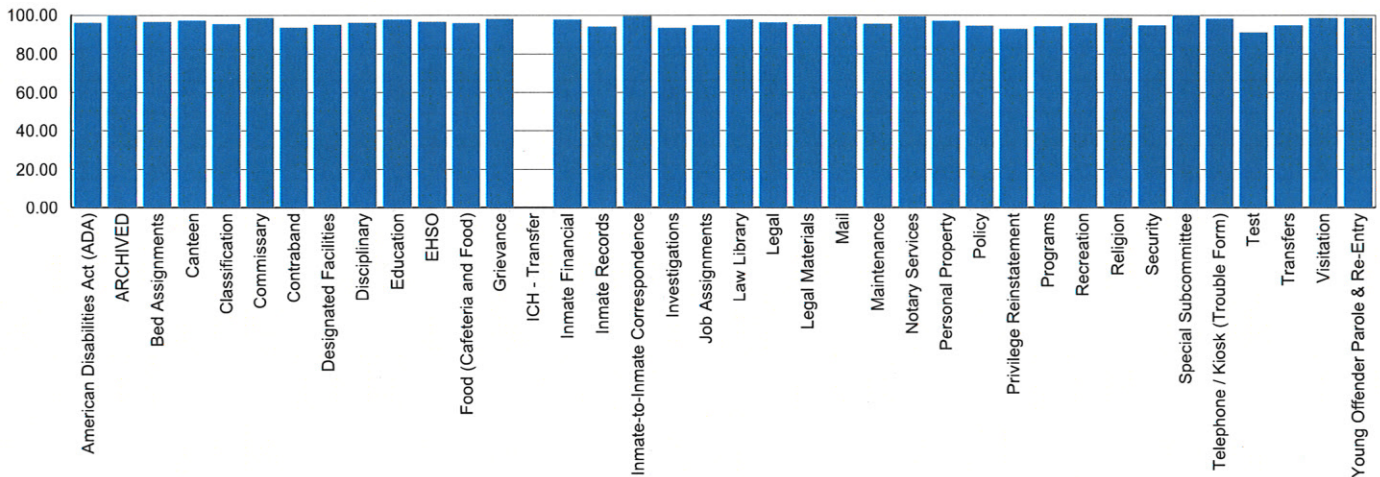
Date Range: 1/1/19 16:25 - 10/29/19 16:25

Request Type	% of Overall	Total	Complete	Pending	% Complete
Total		307050	297862	9188	97.01%

% of Overall



% Complete



Inmate Request

Today's Date: 10/29/19 15:37

Name: [REDACTED]
Booking #: [REDACTED]
Permanent #: [REDACTED]

Reference #: [REDACTED]

Date Requested: 10/31/16 17:11

Request Type: Disciplinary

Requested By: Kiosk

Request Details: MY LAST CHARGE WAS ON SEPT. 20 I PLEAD GUILTY AND I SUPPOSE TO HAVE MY PRIVILAGES ON DEC. 20 BUT IT SAY ON DEC. 25TH. WHY IS THAT.

Disposition: Complete

Officer:

Disposition Date: 11/30/16 10:39

Request Responses

Date	Author	Note
11/30/16 10:39	c031434	Your restrictions end 122516.

Inmate Requests Requiring Responses

Today's Date: 10/24/19 14:17

45 Past Request Date

Inmate Name	Booking #	Reference #	Date Requested	Request Type	Requested By	Disposition	Days Past
0161							
Request Type: Canteen							
[REDACTED]	[REDACTED]	[REDACTED]	07/30/19 20:00	Canteen	Kiosk	Pending	86
Request Type: Classification							
[REDACTED]	[REDACTED]	[REDACTED]	09/09/19 06:51	Classification	Kiosk	Pending	45
[REDACTED]	[REDACTED]	[REDACTED]	09/04/19 17:50	Classification	Kiosk	Pending	50
[REDACTED]	[REDACTED]	[REDACTED]	09/09/19 13:50	Classification	Kiosk	Pending	45
[REDACTED]	[REDACTED]	[REDACTED]	08/27/19 18:14	Classification	Kiosk	Pending	58
[REDACTED]	[REDACTED]	[REDACTED]	08/16/19 10:03	Classification	Kiosk	Pending	69
Request Type: Disciplinary							
[REDACTED]	[REDACTED]	[REDACTED]	09/09/19 20:40	Disciplinary	Kiosk	Pending	45
[REDACTED]	[REDACTED]	[REDACTED]	09/02/19 14:21	Disciplinary	Kiosk	Pending	52
[REDACTED]	[REDACTED]	[REDACTED]	09/06/19 15:40	Disciplinary	Kiosk	Pending	48
[REDACTED]	[REDACTED]	[REDACTED]	09/03/19 14:20	Disciplinary	Kiosk	Pending	51
[REDACTED]	[REDACTED]	[REDACTED]	09/07/19 00:05	Disciplinary	Kiosk	Pending	47
[REDACTED]	[REDACTED]	[REDACTED]	09/04/19 01:32	Disciplinary	Kiosk	Pending	50
Request Type: Inmate Financial							
[REDACTED]	[REDACTED]	[REDACTED]	08/19/19 11:56	Inmate Financial	Kiosk	Pending	66
[REDACTED]	[REDACTED]	[REDACTED]	07/12/19 13:07	Inmate Financial	Kiosk	Pending	104
[REDACTED]	[REDACTED]	[REDACTED]	08/16/19 15:52	Inmate Financial	Kiosk	Pending	69
[REDACTED]	[REDACTED]	[REDACTED]	09/04/19 16:50	Inmate Financial	Kiosk	Pending	50
Request Type: Personal Property							
[REDACTED]	[REDACTED]	[REDACTED]	08/28/19 10:51	Personal Property	Kiosk	Pending	57
[REDACTED]	[REDACTED]	[REDACTED]	09/01/19 22:17	Personal Property	Kiosk	Pending	53
[REDACTED]	[REDACTED]	[REDACTED]	08/27/19 10:06	Personal Property	Kiosk	Pending	58
[REDACTED]	[REDACTED]	[REDACTED]	08/27/19 18:59	Personal Property	Kiosk	Pending	58
[REDACTED]	[REDACTED]	[REDACTED]	09/04/19 22:27	Personal Property	Kiosk	Pending	50
[REDACTED]	[REDACTED]	[REDACTED]	09/04/19 11:52	Personal Property	Kiosk	Pending	50
[REDACTED]	[REDACTED]	[REDACTED]	09/03/19 08:13	Personal Property	Kiosk	Pending	51
[REDACTED]	[REDACTED]	[REDACTED]	09/09/19 17:39	Personal Property	Kiosk	Pending	45
[REDACTED]	[REDACTED]	[REDACTED]	09/05/19 12:32	Personal Property	Kiosk	Pending	49
[REDACTED]	[REDACTED]	[REDACTED]	09/08/19 16:21	Personal Property	Kiosk	Pending	46
[REDACTED]	[REDACTED]	[REDACTED]	09/09/19 18:39	Personal Property	Kiosk	Pending	45
[REDACTED]	[REDACTED]	[REDACTED]	09/02/19 14:05	Personal Property	Kiosk	Pending	52
[REDACTED]	[REDACTED]	[REDACTED]	08/28/19 08:45	Personal Property	Kiosk	Pending	57

Inmate Grievances by Grievance Issue and Submission Year

Included in the Department of Corrections' (SCDC) October 29, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's October 8, 2019, letter to the Department of Corrections: "59. Please provide the number of grievances for each of the last three fiscal years, by type of grievance."

In addition to providing the information in this document, SCDC provided the following response:

- Please see attached SCDC Inmate Grievances by Grievance Issue and Submission Year.
- 2016
 - Step 1 – 10,841
 - Step 2 – 2,322
 - Administrative Law Court (ALC) – 888
- 2017
 - Step 1 – 9,764
 - Step 2 – 2,183
 - ALC – 629
- 2018
 - Step 1 – 11,003
 - Step 2 – 2,388
 - ALC – 630

SCDC Inmate Grievances
by Grievance Issue and Submission Year
CY 2016 - 2019 (through 8/31/2019)

Grievance Issue	Calendar Year			
	2016	2017	2018	2019
ADA CONCERNS	17	9	2	2
BEDDING MATERIALS	21	31	20	20
CANTEEN ISSUES	31	30	58	58
CLASSIFICATION ISSUES	1,440	1,427	1,314	1,314
CLOTHING EXCHANGE	66	62	76	76
DISCIPLINARY HEARING APPE	4,043	3,370	3,250	3,250
DISCRIMINATION	85	42	42	42
EXCESSIVE USE OF FORCE	166	148	134	134
FOOD	323	418	461	461
GENERAL PRIVILEGES	256	305	324	324
GRIEVANCE	155	104	151	151
HYGIENE SUPPLIES	56	33	32	32
INST CONDITIONS	228	329	551	551
INST PROCEDURES	1,661	1,617	1,827	1,827
JOB TERMINATION	29	26	22	22
LAUNDRY ISSUES	18	17	24	24
LIBRARY/LAW LIBRARY	85	105	172	172
MAIL/CORRESPOND	314	279	326	326
MEDICAL	1,116	1,164	1,542	1,542
MONEY	341	238	268	268
OTHER INMATE	87	89	103	103
PHYSICAL ABUSE	85	66	135	135
POLICY	86	68	97	97
PREA	101	79	111	111
PROGRAM ELIG	25	15	27	27
PROPERTY	1,260	1,304	1,510	1,510
RECREATION	23	21	70	70
RELIGION	53	79	75	75
UNPROFESSIONAL CONDUCT	998	608	605	605
VERBAL ABUSE	14	6	17	17
VISITATION	39	31	43	43
Blank	4	1	0	0
Total	13,226	12,121	13,389	13,389