

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.

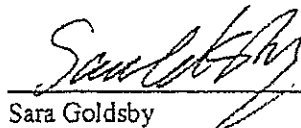
- e. PARTIES agree to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to facilitate disclosure accountings, complaint management, compliance oversight, or other administrative compliance measures required under the Privacy 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.

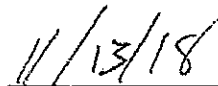
V. TERM AND TERMINATIONS

- 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.

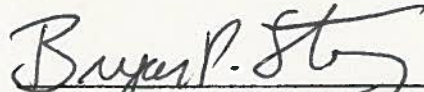
ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties. The contract is to be interpreted under the laws of the State of South Carolina.

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

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).

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- 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.
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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.

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.

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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.

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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.

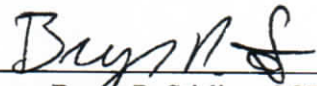
The signatories hereunder warrant and declare that they are duly authorized to execute this Agreement by virtue of their position and title.

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:

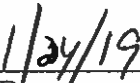
Trevis Shealy
Division Director, Resource and Information Management
Shealy.Trevis@doc.sc.gov
803-896-2095

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

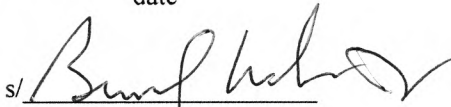
South Carolina Department of Corrections
Thomas Osmer, Deputy Director of
Administration
S.C. Department of Correction
4444 Broad River Road
Columbia, SC 29210

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

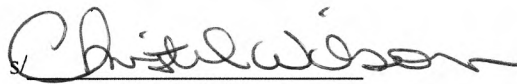
6/3/19
date

s/ 
witness

FOR SCDC


Deputy Director of Administration
title

5/23/19
date

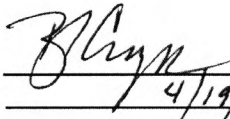
s/ 
witness

**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.

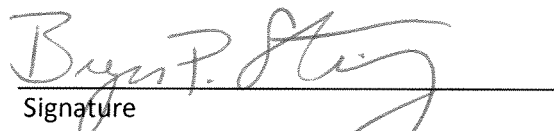
- Governing Law: This contract shall be governed by the laws of the State of South Carolina and venue shall be located in the County of Richland, State of South Carolina.
- Severability: If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, 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

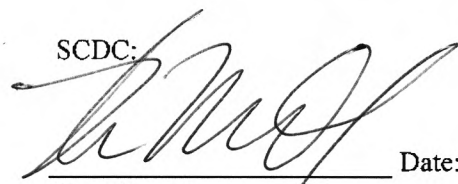
Affixing my hand below, I acknowledge and accept the terms and conditions of the memorandum.

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

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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

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

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

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

"APPROVED AS TO FORM"

Jeanne V. Lisowski
SCVRD Legal Counsel

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

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

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

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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

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Bryan P. Stirling., Director, SCDC

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Jerry B. Adger, Director, SCDPPPS

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Felicia Johnson, Interim Commissioner, SCVRD

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Dr. Keith Miller, Greenville Technical College

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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

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Jerry B. Adger, Director, SCDPPPS

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Felicia Johnson, Interim Commissioner, SCVRD

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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:

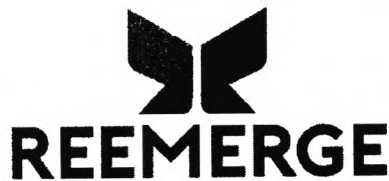
1. Collaborate with staff members of REEMERGE to ensure that program information and admissions applications are made available to all inmates in the pre-release program.
2. Provide a liaison to REEMERGE to respond to questions about agency protocol when necessary.

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:

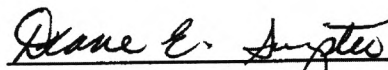
All information concerning program participants is confidential. REEMERGE staff members are not permitted to disclose participants' names or talk about them in ways that will make their identity known. No information may be released by REEMERGE.

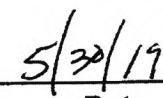
4. TERMS OF AGREEMENT:

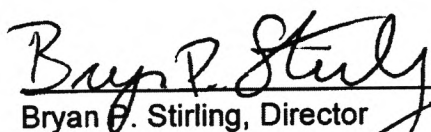
The period of performance ends on August 31, 2019; but can be renewed pending the renewal of annual funding.

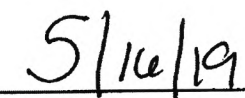
5. TERMINATION OF AGREEMENT:

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:

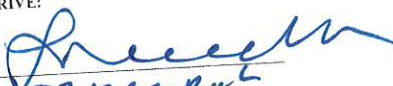
South Carolina Department of Corrections
Attn: Bryan Stirling, Director
4444 Broad River Road
Columbia, SC 29221

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

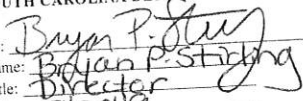
[Signatures appear on the following page]

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;

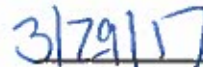
- f. Attending any and all Sexual Abuse Incident Reviews at the request of an inmate with the understanding that STSM cannot disclose any communication with an inmate without a signed release from said inmate.
- g. Communicating any questions or concerns to *PREA* Coordinator that are not in violation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

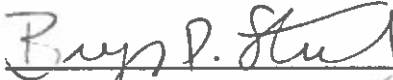
Otherwise, any modification must be agreed to and signed by both parties and attached to this MOU as a modification.



Executive Director
Sexual Trauma Services of the Midlands



Date



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



Date