

Memorandum of Agreement
Between
The South Carolina Department of Employment and Workforce (DEW)
And
The South Carolina Department of Corrections
Prison Industries Print Shop (SCDOC)

This memorandum of agreement (Agreement) is entered into as of October 1, 2013 through September 30, 2014, by and between the South Carolina Department of Employment and Workforce (DEW) and The South Carolina Department of Corrections Prison Industries Print Shop (SCDOC).

DESCRIPTION OF SERVICES: As part of the South Carolina Work Ready Communities initiative, SCDOC agrees to print ACT WorkKeys National Career Readiness Certificates (NCRC) via laminated cards on a weekly basis, as outlined in the "Quote for Service" (See Attachment A). DEW will be responsible for providing weekly encrypted PDF files via email. Each PDF will be by testing site and shall be printed and kept separated by each test site. Completed cards will be returned within a week of receiving the files and sent back to DEW via Interagency Mail. Due to ACT confidentiality information included in each of the NCRC, DOC agrees that only DOC employees will print and handle the NCRC's. SCDOC will provide no services or functions identified as inherently governmental functions to be performed by merit staff.

Article I

Duration of Agreement

This Agreement shall take effect upon the signature of both parties and will continue until September 30, 2014. The agreement may only be amended in writing if signed by both parties.

Article II

Confidential Information Defined

The following is a list of confidential information that SCDOC may contact while providing printing NCRC's. The types of data that are considered confidential information include, but are not limited to, an individual's and/or an employing unit's:

1. Name
2. ACT User ID

3. ACT Temporary Password

Article III

Information Disclosed Pursuant to this Agreement

This Agreement is limited to the disclosure of information that is needed for the printing services described herein.

Article IV

Purposes for Requesting Information

Employees of SCDOC who request or receive information under this Agreement are limited to those with a need to access, specifically the employees that will incidentally contact the information while providing printing services.

Article V

Required Safeguards

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

The individual recipient of any confidential information is required to:

1. Use the disclosed information only for purposes authorized by law and consistent with this Agreement;
2. Store the disclosed information in a place physically secure from access by unauthorized persons;
3. Undertake precautions to ensure that only authorized personnel have access to disclosed information in hardcopy form;
4. Store and process disclosed information maintained in electronic format in such a way that unauthorized persons cannot obtain the information by any means; and
5. Undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.

The agency/entity recipient of any confidential 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;
3. Dispose of information disclosed or obtained, and, to the extent practicable for electronic information, any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. ***Disposal means the return of the information to DEW or destruction of the information, to the extent practicable for electronic information, as instructed and approved by DEW;***
4. Maintain a system sufficient to allow an audit of compliance with the requirements of this Agreement; and
5. Use best practices in securing electronically stored data.

ARTICLE VI

REDISCLASURE

DEW authorizes redisclosure of confidential information 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 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 redisclosure of confidential information to third parties is not allowed under this agreement.

The requirements of this Article do not apply to disclosures of confidential 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 VII

Methods and Timing of Requests for Information

SCDOC will print ACT WorkKeys National Career Readinesss Certificates (NCRC) via laminated cards on a weekly basis, as outlined in the "Quote for Service" (See Attachment A). DEW will be responsible for providing weekly encrypted PDF files via email. Each PDF will be by testing site and shall be printed and kept separated by each test site. Completed cards will be returned within a week of receiving the files and sent back to DEW via Interagency Mail.

In the event of exposure to confidential information, SCDOC agrees to safeguard this information as described in federal and state law, including but not limited to 20 C.F.R. §603. SCDOC 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.

Article VIII

Costs

DEW agrees to pay for the costs of printing and laminating NCRC's as follows: For each weekly batch of completed certificates, DEW will submit a fee in the ratio of \$150 for each 1,000 certificates.

Article IX

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 SCDOC must be required to surrender or destroy (to the extent practicable for electronic information), at DEW's discretion, all confidential information (and copies thereof) obtained under the Agreement which has not previously been returned to DEW, and any other information relevant to the Agreement.

Enforcement: Pursuant to federal and state law, DEW must hold confidential and must not publish information that reveals an individual's or employing unit's identity and/or any identifying particulars. In the event an employee or member of DEW violates a state provision, the person must be fined not less than \$20.00 or more than \$500.00 and/or imprisoned for not longer than 90 days. (SC Code Ann. § 41-29-150).

The confidentiality requirements and penalties that apply to DEW staff extend to SCDOC employees covered under this Agreement. SCDOC employees involved in the printing process must sign the Confidentiality Agreement. (See Attachment B)

Termination and Modification: This Agreement may be terminated by either party upon thirty (30) days written notice. Should either party terminate this Agreement SCDOC shall no longer have access to confidential information and will be required to surrender the information to the Office of General Counsel for DEW or destroy (to the extent practicable for electronic information), at DEW's discretion.

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 reasonably determines that the safeguards in the agreement are not adhered to by SCDOC.

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.

Article X

General

ANTI-INDEMNIFICATION: Any provision of this Agreement is void to the extent it requires DEW or the State of South Carolina to indemnify anyone.

SUCCESSORS AND ASSIGNS: DEW and SCDOC 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. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing executed by DEW and SCDOC.

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
Prison Industries Print Shop

Signature

Signature

Date

Date

Witness

Witness

ATTACHMENT B

CONFIDENTIALITY AGREEMENT
REGARDING
UNEMPLOYMENT INSURANCE INFORMATION

ORGANIZATION _____

POSITION _____

NAME _____

I understand that I may inadvertently encounter confidential information from the South Carolina Department of Employment and Workforce (DEW) pursuant to the attached Agreement between SCDOC and DEW that became effective as of _____ (the "Agreement").

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

- safeguard all confidential unemployment compensation information in accordance with the agency confidentiality rules, as described in 20 CFR Part 603 and state statutes; and
- Re-disclose confidential unemployment compensation information only as permitted by law and with the authorization of DEW.

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.

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 _____