

GOVERNMENT VERIFICATION/CERTIFICATION
FEE FOR SERVICE CONTRACT

BETWEEN

SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

SC DEPARTMENT OF CORRECTIONS

The South Carolina Department of Corrections (DOC) agrees to provide payment to the SC Department of Health and Environmental Control (DHEC) for the services described below:

I. PURPOSE

The purpose of this Contract is to memorialize the financial agreement desired by the parties whereby DHEC will provide to DOC certified copies of birth certificates of inmates participating in the Reentry and Rehabilitative Service Program in exchange for payment as set forth in the fee schedule found in Section 1300 of S.C. Regulation 61-19.

II. SCOPE OF SERVICES

A. DHEC will be responsible for:

1. Providing in a reasonable time, not to exceed 30 days, certified copies of birth certificates, if located, for adults in DOC custody who were born in the State of South Carolina, after DHEC has received a properly completed application.
2. Providing a detailed monthly bill to DOC for the birth certificates issued by the State Office where the request has been completed.
3. Providing thirty (30) calendar days advance written notice of any fee increases.

B. DOC will be responsible for:

1. Having each inmate properly complete an application for them and provide a copy of his/her official DOC inmate identification.
2. Mailing each application to the State Office or having a representative of DOC bring the application to the State Office where the request for a birth certificate is to be completed.
3. Presenting a valid photo identification of the representative of DOC that proves the representative is a current employee of DOC and is requesting the birth certificate on behalf of the applicant-inmate.
4. Submitting payment to address on invoice within thirty (30) calendar days of invoice date.
5. Notifying DHEC of any change in management that might affect any terms of this Contract within thirty (30) calendar days of change.

III. TERM OF CONTRACT

This Contract shall be effective upon final date of signature below and will terminate JULY 31, 2024 unless terminated sooner under Section V(B). In no case shall the maximum term of the Contract exceed five (5) years.

IV. COMPENSATION

- A. Payment for services shall be \$12.00 for each search, which includes one (1) copy of the birth certificate if located. This amount is consistent with the fee schedule found in Section 1300 of S.C. Regulation 61-19.
- B. In no event will the maximum amount of payment exceed one hundred thousand dollars (\$100,000) during any calendar year of the Contract term.
- C. Payment must be received by DHEC within thirty (30) calendar days of each monthly invoice. DHEC may increase fees as authorized by law at any time. Such action by DHEC will not constitute a modification in or breach of the terms of this Contract. No more than thirty (30) days after the DOC receives written notice of the fee increase from DHEC, which shall be accompanied by an updated invoice from DHEC, reflecting the fee increase, DOC shall remit the new payment amount to DHEC.

V. TERMS AND CONDITIONS

A. RECORDSKEEPING, AUDITS AND INSPECTIONS.

Records with respect to all matters covered by this Contract shall be retained for six (6)-years or other longer period as required by law after the end of the Contract term, and shall be available for audit at any time such audit is deemed necessary by DHEC. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved after the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. DOC must dispose of records containing DHEC confidential information, if any, in a secure manner such as shredding or incineration once the required retention period has ended.

“Confidential information” means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by DOC to be claimed as confidential or entitled to confidential treatment.

B. TERMINATION.

1. Termination for convenience.

This Contract may be terminated by either party by providing thirty (30) calendar days advance written notice of termination to the other party.

2. Termination for Cause.

This Contract may be terminated by either party for cause, default, or negligence on the part of either party at any time without thirty (30) calendar days advance written notice. One party may, at its option, allow the other party a reasonable time to cure the default before termination.

3. Loss of Funding for DOC

This Contract may be terminated without notice by DOC if DOC loses funding for this program. If the Contract is terminated because of a loss of funding, DOC is still responsible for the full payment of any outstanding invoice(s) as well as the full payment for any certificates that have been provided by DHEC to DOC but not yet invoiced.

4. Suspension and Termination for Nonpayment.

Amounts that remain unpaid thirty (30) days after invoice date will be considered past due. If account is not paid in full within thirty (30) calendar days of the date of a past due notice, DHEC may immediately take any and all of the following actions:

- a. Suspend the DOC's account until paid in full, including any amounts that are current as well as those past due;

- b. Refuse to issue any birth certificates to DOC until its account is paid in full;
- c. Apply any payments received from DOC to existing debt until the DOC's account is paid in full. Any such payments shall be deemed payment toward existing debt and not payments for new certificates; and
- d. Terminate this Contract.

C. RELATIONSHIP OF THE PARTIES.

Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Contract.

D. CHOICE OF LAW.

The Contract, any dispute, claim, or controversy relating to the Contract and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

E. DISPUTES.

All disputes, claims, or controversies relating to the Contract shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code, Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina Columbia Division. By signing this Contract, DOC consents to jurisdiction in the South Carolina courts. DOC agrees that any act by DHEC regarding the Contract is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.

F. AMENDMENT.

The Contract may only be amended by written agreement of all parties, which must be executed in the same manner as the Contract.

G. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE.

DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in DOC-funded programs, including but not limited to those funded by federal grants such as Medicaid. No DOC employee or other agent shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from the DHEC's Contracts Manager or Bureau of Business Management.

Any employee, agent, of DOC or DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If DOC or its employees/agents have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. DOC is required to inform DOC's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to DHEC. DOC must also inform DOC's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

H. **INSOLVENCY, BANKRUPTCY, AND DISSOLUTION.**

1. **Notice.** DOC shall notify DHEC in writing within five (5) calendar days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State Contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Contract.
2. **Termination.** This Contract is voidable and subject to immediate termination by DHEC upon DOC's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.

I. **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.

J. **SEVERABILITY.**

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

K. **PLACE OF CONTRACTING.**

This Contract is deemed to be negotiated, made, and performed in the State of South Carolina.

AS TO DHEC

BY: [Signature]
(SIGNATURE)

Angelia P. Sebeby
(PRINT NAME)

Director, Vital Statistics
(TITLE)

DATE: 1/14/2020

AS TO DOC

AUTHORIZED AGENT: [Signature]
(SIGNATURE)

Bryan P. Stirling
(PRINT NAME)

Director
(TITLE)

DATE: 12/11/19

MAILING ADDRESS:

EMPLOYER ID # _____

E-MAIL: _____

TYPE OF ENTITY (check one):

- Corporation
- LLC
- Partnership
- Nonprofit organization
- Government Agency or political subdivision – specify state if not SC: _____
- Other Governmental body (specify) _____
- Individual/sole proprietor
- Other (specify) _____

If a corporation or LLC:

State of incorporation/organization:

Registered agent and address in South Carolina:

SCDLLR License # _____

[Signature]

Francine Miller
Contracts Manager

DATE: 2-10-2010

