PUBLIC SAFETY COMMITTEE MEETING

Conference Call #: 1-929-205-6099
Access Code: 92103951294

May 9, 2022
2:00 p.m.

AGENDA

1. Moment of Silence

2. Minutes
   - April 11, 2022

3. Fire Department: Approval of Regional Partners Automatic Aid Agreement to guide operations of the following fire departments: Charleston, North Charleston, James Island, St. Andrews, Johns Island, and Mount Pleasant. This replaces a 2012 Regional Partners Agreement.

4. Fire Department: Approval to authorize the Fire Department to enter a MOU with Berkeley County Emergency Management to install and monitor a weather station at CFD Station #18 on Daniel Island.

5. Police Department: Approval of an Agreement between the City of Charleston and Charleston Dorchester Mental Health Center. The Agreement defines responsibilities incumbent upon both parties as part of the previously approved Connect and Protect Grant.

6. Police Department: Approval of 2023 Coronavirus Emergency Supplemental Funding Program Grant for an after-the-fact submission of an application for the CESF grant in the amount of $217,735 for computers and ancillary equipment to equip 15 police cruisers with mobile computer systems. The application was due May 6, 2022. There is no match required for this grant. However, there will be an ongoing annual operational expense of approximately $60,000.

7. Fire Department Update

8. Emergency Management Update

9. Adjourn

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
Interlocal Agreement for Automatic Aid and Response between the City of Charleston, City of North Charleston, St. Andrews Public Service District, James Island Public Service District, St. John's Fire District, and the Town of Mount Pleasant (collectively, "the Parties").

This agreement is made and entered into in 2022 by and between the entities above-listed (collectively, the "Parties"). This agreement is entered into under the provisions of the South Carolina Code of Laws, Section 6-11-1810.

I. Recitals

Whereas, the South Carolina Constitution, Article VIII, Section 13, provides that any county, municipality, or other political subdivision may agree with another political subdivision for the joint administration of any function and exercise of power and sharing of costs related thereto; and

Whereas, the South Carolina Code of Laws, Section 25-1-450 requires such entities to cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

Whereas, the South Carolina Code of Laws, Section 6-11-1810, provides that any municipality, county, fire district or other fire protection Party may provide mutual aid upon request at the time of a significant incident such as a fire or other emergency; and

Whereas, it is the purpose of this agreement to permit the participating entities to make the most efficient use of their resources and simultaneously improve public safety for all residents; and

Whereas, it is the goal of this agreement to have the closest appropriate emergency unit dispatched to each emergency; and

Whereas, the parties desire to enter into this Automatic Aid agreement to permit, under some circumstances, a fire Party to respond automatically to an incident within the limits of another jurisdiction; and

Whereas, the parties desire to have this agreement set forth their rights, duties and responsibilities as allowed by State law.

Now, therefore, for and in consideration of the covenants contained herein the parties agree as follows:
II. Terms and Conditions

1) The Parties shall each provide and maintain suitable general liability and auto liability insurance coverage to protect against losses from activities contemplated by this agreement.

2) The Parties shall maintain suitable workmen's compensation protection for the benefit of their own employees \(^1\) without cost to the other parties to this agreement.

3) With the exception of hazmat supplies, each Party shall be responsible for all costs of its own employees, supplies and equipment associated with aid and services rendered under this agreement. With regard to hazmat supplies, the host agency will, upon request, reimburse in a timely fashion the responding agencies for any hazmat supplies expended.\(^2\) The host agency shall then have the right to seek recovery the amount of any such reimbursement by billing the party responsible for creating the hazmat incident (the "Responsible Party"). The host jurisdiction's responsibility to reimburse responding agencies shall not be contingent on the host jurisdiction's ability to recover from the Responsible Party.

4) Each Party shall be responsible for all repairs, maintenance, and upkeep of all equipment used in conjunction with this agreement.

5) Each Party shall endeavor to have its members become familiar with the equipment operated by other participating Parties. Responding personnel shall only operate or employ equipment which they are qualified to operate safely.

6) Deployment of the resources of the Parties shall be done following a pre-determined and agreed upon methodology utilizing the most current Computer Aided Dispatch (CAD) available.

7) Services rendered pursuant to this Agreement shall be fire, rescue, and non-transport emergency medical services.

8) The Parties recognize that the availability of resources is dependent on many factors and this Agreement does not bind any party to provide services to another party in a manner that would cause undue risk to the safety of the citizens or employees of the Parties.

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\(^1\)The term "employees" shall also be deemed to include volunteers.

\(^2\) "Foam" is one example of such a hazmat consumable supply item.
9) This agreement shall be administered by way of a committee formed for such purpose. The committee shall consist of one member of each Party's fire service branch with each member being designated, in writing, by his / her respective Fire Chief. Committee members shall be familiar with the process of Computer Aided Dispatch.

10) The "first arriving officer" to an incident shall take command. Command may be passed to a more qualified officer based on the size and scope of the incident regardless of jurisdiction, in accordance with the South Carolina Code of Laws, Section 6-11-1820.

11) Each Party shall adopt such common or complimentary Standard Operating Guidelines (SOG's) as may be necessary to ensure that all personnel at a joint response incident operate in a common manner. Each Party's fire service branch will adhere to the National Incident Management System (NIMS). The fire service branch of each Party will operate on common dispatch and incident radio channels at joint incidents in order to maintain safe and effective communication among responding units.

12) This Agreement is made with the understanding that no charges will be assessed to any of the other parties to this Agreement.

13) Safe and successful implementation of this Agreement is dependent on training and familiarization between the parties to this Agreement. Each Party shall make its fire service members reasonably available to engage in joint training, in accordance with the South Carolina Code of Laws, Section 6-11-1830.

14) This Agreement shall become effective thirty (30) days after being signed by each Party and shall remain in full force and effect unless terminated as provided herein below. A Party may withdraw from this Agreement by providing 90 days written notice to all other currently participating Parties of its intent to withdraw. If all Parties except one have withdrawn, this agreement shall be "terminated."

15) Severability. If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be impacted.

16) Court Decisions. This Agreement shall not alter or terminate any court decision involving any of the parties to this Agreement. Further, this agreement does not alter or terminate James Island Public Service District v. City of Charleston, Case No. 00-1910.

17) This agreement supersedes all prior agreements, drafts, or discussions. Accordingly, this signed agreement constitutes the entire agreement between the parties.
18) This agreement may only be amended or modified by way of written amendment signed by all then-participating parties.

In witness whereof the parties have hereunto placed their hands on the day and year so indicated.

R. Keith Summey, Mayor  
City of North Charleston

Gregory Bulanow, Fire Chief

John J. Tecklenburg, Mayor  
City of Charleston

Daniel M. Curia, Fire Chief

Leroy Blake, Commission Chairperson  
Saint Johns Fire District

Ryan Kunitzer, Fire Chief

Christie Holderness, District Manager  
Saint Andrew’s Public Service District

Charles Lamoreaux, Fire Chief

Dave Schaeffer, District Manager  
James Island Public Service District

Chris Seabolt, Fire Chief

Eric DeMoura, Town Administrator  
Town of Mount Pleasant

Mike Mixon, Fire Chief
MEMORANDUM OF AGREEMENT
BETWEEN
BERKELEY COUNTY EMERGENCY MANAGEMENT DEPARTMENT
AND
CITY OF CHARLESTON

I. PURPOSE: WEATHER MONITORING STATION INSTALLATION
Berkeley County Emergency Management Department (EMD) and the City of Charleston (the City) hereby enter into this Memorandum of Agreement for the purpose of installing a weather monitoring station, as defined below, at a City facility as part of EMD’s county-wide weather monitoring system.

For the purpose of this agreement, a weather monitoring station is defined as a self-contained system provided to EMD by Earth Networks that is designed to monitor, measure, and record specific weather conditions. The data recorded by this system will be shared by EMD with all appropriate emergency services entities within Berkeley County.

II. SCOPE OF SERVICES
A. Responsibilities of EMD
   1. Installation
      EMD, through its contractor, will arrange for the installation of the weather monitoring station. EMD will coordinate with the City’s IT Department staff member, Ivan Torres, to ensure that it is connected to the correct network.

   2. Maintenance
      EMD, through its contractor, will arrange for any necessary maintenance to the weather monitoring station.

   3. Data Management
      EMD will be responsible for keeping all data recorded by the weather station and for sharing real-time data for emergency response, as well as providing historical data for any necessary reports or other projects.

B. Responsibilities of the City
   1. Internet Support
      The City will allow EMD to utilize the existing internet support to the existing facility for the purpose of operating the weather station and allowing it to transmit data back to the system.

   2. Outage Reporting
      The City will advise EMD of any power or internet outages, planned or naturally occurring, that may interrupt the ability of the weather station to collect data.
III. TERMS AND CONDITIONS

A. Effective Dates
This MOA shall be effective when all parties have signed and will terminate on December 31, 2027.

B. Termination
1. Either party may terminate this MOA by providing thirty (30) days advance written notice of termination to the other party.

2. EMD may terminate this MOA without thirty days’ advance written notice in the event that changes to the overall weather monitoring system require the individual station to be relocated, upgraded, or shut down.

C. Amendments
The MOA may only be amended by written agreement of both parties, which must be executed in the same manner as the MOA.

D. Records
EMD will maintain all service and information records in accordance with Berkeley County’s records retention policy.

E. Liability
Each party understands and agrees that each party shall only be responsible for the actions of their agents and employees, and that neither party shall be responsible for the actions or inactions of agents or employees of the other party.

F. Financial Responsibility
EMD is financially responsible for the weather station, limited to the amount in its contract with Earth Networks, to include any insurance and warranty claims related specifically to the weather station itself.

AS TO BERKELEY COUNTY EMD
BY: ____________________________
    Benjamin Almquist
    Director
    Berkeley County EMD

DATE: __________________________

AS TO THE CITY OF CHARLESTON
BY: ____________________________
    John J. Tecklenburg
    Mayor
    City of Charleston

DATE: __________________________
The purpose of this memorandum is to request approval for the City of Charleston to enter into a Memorandum of Agreement with Charleston Dorchester Mental Health Center.

In January, 2022, CPD accepted a $412,236 FY21 BJA Law Enforcement Behavioral Health Responses Grant (AKA Connect and Protect). The grant funds two positions: (1) an embedded mental health clinician exclusively dedicated to supporting officers through field intervention; and (2) a peer support specialist who will assist the Department of Housing and Community Development with street-level outreach work aimed at connecting individuals suffering from substance use disorder with access to treatment.

This Memorandum of Agreement defines the responsibilities of the parties and the terms of the agreement in regard to the Mental Health Clinician position.

Should you have any questions regarding this project, please contact Ofc. David Plesich, Grants Coordinator at plesichd@charleston-sc.gov.
CONTRACT
BETWEEN
SOUTH CAROLINA DEPARTMENT
OF MENTAL HEALTH,
CHARLESTON DORCHESTER MENTAL HEALTH CENTER
AND
CHARLESTON CITY POLICE DEPARTMENT

I. Purpose

South Carolina Department of Mental Health (SCDMH), CHARLESTON DORCHESTER MENTAL HEALTH CENTER (hereafter referred to as “CDMHC”) and Charleston City Police Department (hereafter referred to as “CPD”) enter into this contract for the CPD Connect and Protect Crisis Intervention Team.

II. Scope of Services

A. CDMHC agrees to the following:

1. Assign one full-time, master’s level Mental Health Professional to provide community outreach, engagement, linkage to resources, and/or treatment services to children and adults in Charleston County. This position is part of the CIT/Connect and Protect Outreach Team also staffed by CPD. This position will provide services up to 40 hours per week, less state holidays, annual and sick leave, and mandatory training and meetings.

2. Exercise independent professional judgment in the provision of such services as employees of CDMHC.

3. Assist in the development of CPD policies pertaining to these services as requested by CPD.

4. Monitor and evaluate the quality and appropriateness of such services.

5. Provide supplemental in-service education and training for SPD on an as-requested basis.

6. Follow generally accepted professional standards, protocols, and guidelines governing the provision of any services and maintain credentials as required for services provided under this agreement.

7. Comply with all applicable quality assurance, documentation, record management, continuity of care, confidentiality, patient standards, and guidelines, as well as federal, state, and local laws, rules, regulations and protocols.

8. Attend CPD administrative meetings as needed and where appropriate when requested by CPD.

9. To the extent provided by law, CDMHC shall be responsible for the negligent conduct of its employees. CDMHC agrees to provide, for its employees, Workers Compensation insurance, as well as General, Vehicle, and Professional liability (malpractice) insurance through the South Carolina Insurance Reserve Fund for employees acting in an official capacity. Nothing in this agreement is to be interpreted as a requirement that CDMHC or the South Carolina Department of Mental Health (SCDMH) insure, indemnify or hold harmless anyone else against any claims or disputes arising from this agreement, nor as a waiver of any defenses, claims or immunities available to CDMHC or SCDMH. Exhibit A is attached and made part of this agreement.

10. Agrees to invoice the CPD the following: Year 1 (FY22-FY23) $16,956.25 quarterly in four equal payments totaling $67,825 for services under this agreement, with remaining (2) two years to be paid in accordance as set forth in exhibit A, payable within 90 days upon receipt.
of a valid invoice. All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up operational delays, staffing vacancies, etc., should they occur.

11. If the payments made to the Center under this agreement are not full compensation for all Center services provided, Center may bill and accept payment for such uncompensated services from any other available payor or source of payment, and any such payment will not reduce any payment due under this agreement.

B. CPD agrees to the following:

1. To the extent possible, ensure the safety and well-being of the mental health counselor when responding to community-based responses or other policing situations.

2. Upon receipt of a valid invoice, CPD agrees to pay the following: Year 1 (FY22-FY23) $16,956.25 quarterly in four equal payments totaling $67,825 for services under this agreement, with remaining (2) two years to be paid in accordance as set forth in exhibit A, payable within 90 days upon receipt of a valid invoice. All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up operational delays, staffing vacancies, etc., should they occur. Payment should be mailed to: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414.

3. To collaborate to provide community-based identification, triage, comprehensive treatment planning, and follow-up of individuals requiring the services of both agencies.

4. Make available to the other, appropriate client/patient treatment, payment, and healthcare operations information, written, verbal and electronic, to include, but not restricted to, clinical and medication records, service plans, correspondence, admission and discharge data, and financial information. Any exchange of such information shall comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the policies and procedures of each organization.

5. Agree not to re-disclose information provided to the other without written consent and approval unless otherwise authorized by applicable state, federal, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

6. Ensure the confidentiality of client/patient information, including the safeguarding of written and electronic materials and to comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the policies and procedures of each organization.

III. Terms and Conditions

A. Effective Dates:

This contract shall be effective on this 1st day of April, 2022, or when all parties have signed, whichever is later, and will end this 30th day of March, 2023. Thereafter, the contract will automatically extend up to 2 additional one year terms, unless either party shall terminate the contract as provided herein. At the end of each contract year, the parties agree to meet to review the contract. Maximum termination date is the 30th day of March, 2027.

TERM OF CONTRACT-OPTION TO RENEW: (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and/or day(s), unless contractor receives notice that the state elects not to renew the
contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated in section above.

B. Contract Maximum will not exceed $209,641 for the three (3) year term.

C. Termination
   This contract may be terminated by either party upon thirty (30) days written notice to the other party.

D. Amendment:
   The contract is our entire Agreement, and it will bind each of our successors. Any changes to this contract, which are mutually agreed upon between SCDMH and the Contracting Party, shall be incorporated in written amendment to this contract and will not become effective until the amendment is signed by each party.

E. Records
   Records with respect to all matters covered by this Contract must be retained for 6 years after the end of the period of this Contract and shall be available for audit and inspection at any time such audit is deemed necessary by DMH. If audit has begun but is not completed at the end of the 6 year period, the records shall be retained until resolution of the audit findings.

F. 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 Contract. 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.

G. Non-Discrimination
   No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Contract on the grounds of race, disability, color, sex, religion, age, health status, or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DMH.

H. Controlled Substance Statement
   By signing this contract, Contracting Party certifies that it will comply with all applicable provisions of The Drug Free Workplace Act, S.C Code of Laws, Section 44-107-10 et. Seq. as amended.

I. Governing Law.
The Agreement, any dispute, claim, or controversy relating to the agreement 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.

J. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE

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

b. 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 includes “whistleblower” remedies for employees who are retaliated against in their employment for reporting violations of the Act. 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 SCDMH’s policies and procedures regarding false claims may be obtained from the agency’s Contract Manager.

c. Any employee, agent, or contracting party of SCDMH who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

K. Insurance

Each of the parties agrees to maintain professional and general liability insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party’s employees and each party shall be responsible for coverage of its respective employees.

L. Licenses

The parties agree that during the term of this Contract, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein. The Contracting Party will immediately notify DMH if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Contracting Party or Contracting Party’s employees or agents providing or performing services under this Contract.

M. Indemnification

Any term or condition is void to the extent it: 1) requires DMH to indemnify any individual or entity, or 2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, or any other theory or claim.

N. Open Trade Representation: CHARLESTON CITY POLICE DEPARTMENT represents that they are not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.
a. Open Trade: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

IV. Incorporation

This contract incorporates the attached SCDMH “Covenants and Conditions,” and “Business Associate/Qualified Service Organization Agreement,”

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**CHARLESTON CITY POLICE DEPARTMENT**

Contractor’s Signature: John J. Tecklenburg  
Printed Name:  
Mayor:  
Title:  
Witness’s Signature:  
Printed Name:  

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**SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH**

SCDMH Signature: Jennifer Roberts, LPC, CPM  
Printed Name:  
Executive Director:  
Charleston Dorchester Mental Health  
Title:  
Witness’s Signature:  
Printed Name:  

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Professional Service Contract Form-Jan. 2020
This ADDENDUM is incorporated in the attached Agreement with DMH/DMH component (AGREEMENT). If any term in the AGREEMENT is in conflict with this Addendum, this ADDENDUM will control. If AGREEMENT involves federal/other grant funds (including subcontractor/sub grantee obligations), the parties will comply with applicable grant terms or obligations.

AS MAY BE APPLICABLE TO THE AGREEMENT, the party contracting with DMH (CONTRACTOR) also agrees:


2. Unless AGREEMENT/Grant terms require otherwise, DMH has ownership/title/copyright/other right to property purchased or developed with AGREEMENT funds. CONTRACTOR will not publish or use reports, data or other material or information related to AGREEMENT for its own purpose or financial benefit without prior DMH written permission.

3. CONTRACTOR performance of AGREEMENT provisions or continued payment, will not affect DMH's continued right to enforce AGREEMENT. No DMH waiver of any breach will be considered as waiver of any succeeding breach.

4. AGREEMENT is governed by applicable Federal and South Carolina law. Any legal action, suit, proceeding, or other dispute resolution activity arising from AGREEMENT will be initiated and maintained in South Carolina.

5. No CONTRACTOR sub-contract or assignment of this AGREEMENT is valid without DMH written consent. Regardless, CONTRACTOR is solely responsible for CONTRACTOR obligations and performance under this AGREEMENT.

6. CONTRACTOR records/other documents related to AGREEMENT may be audited by DMH or other agency with audit authority. CONTRACTOR will maintain documents for at least three (3) years from date of AGREEMENT final payment.

7. All invoices for DMH payment must be received by DMH within sixty (60) days of termination of AGREEMENT.

8. CONTRACTOR will not employ persons listed on HHS OIG Cumulative Sanctions Report or Excluded Parties List, and will adopt and comply with CONTRACTOR policies consistent with §6032 Deficit Reduction Act of 2005.

9. If CONTRACTOR seeks or receives payment from third parties including Medicare/Medicaid/other federal sources, CONTRACTOR will offset DMH amounts due with such payment or submit such funds to DMH and be solely responsible for legitimacy of request for/payment of funds and recoupments sought by payer. If payments to DMH from CONTRACTOR are not full compensation, DMH may bill and accept payment for such uncompensated services from any other available payer or source of payment, and any such payment will not reduce any payment due to DMH by CONTRACTOR.

10. If AGREEMENT involves review/use of DMH plans, reports, financial information, attorney work product, PHI or PIIF, and/or other proprietary or confidential information, CONTRACTOR will receive, maintain, use or disclose such information only as necessary to perform AGREEMENT obligations, or otherwise with DMH written permission, or as required by law.

11. No AGREEMENT funds/materials/property/services will be used to engage an attorney, for any partisan political activity, or to further election or defeat of a public officer candidate or any activity in violation of the Hatch Act or other applicable law.

12. No employee of either party will be deemed as an employee of the other party. Nothing in the AGREEMENT will be interpreted as creating any employment, agency, partnership, joint venture, or any other similar relationship between the parties. Neither party will make any representation or statement to any person or entity inconsistent with the AGREEMENT.

13. An AGREEMENT term is void if it requires that DMH: be subject to another state's laws/courts/jurisdiction; indemnify, or hold harmless anyone (other than a MCO enrollee as required by law); or waive any DMH interest/right/immunity/defense.
SCDMH BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT

The South Carolina Department of Mental Health, including its inpatient/outpatient facilities and programs ("SCDMH"), is a "Covered Entity" subject to: the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR Part 4-4-160 et seq, including Privacy Rule, Security Rule and Breach Notification Rule requirements, 45 CFR 164 et seq (HITECH); §44-22-100, Code of Laws of South Carolina (SCDMH patients or persons subject to commitment confidentiality); and also for specific SCDMH Alcohol and Drug Treatment Programs: Confidentiality of Alcohol and Drug Abuse Patient records, 42 CFR Part 2, in protecting Protected Health Information (PHI), and/or applicable law protecting other Personally Identifiable Information (PII), collectively "Applicable Law."

SUMMERVILLE POLICE DEPARTMENT at the address of 300 West 2nd North Street, Summerville, SC 29483, is a SCDMH Business Associate/Qualified Service Organization (BA/QSO), who by SCDMH contract/other written agreement, receives information from, creates or receives PHI and/or PII, on behalf of SCDMH.

BA/QSO in receiving from, or creating/receiving PHI and/or PII on behalf of SCDMH, acknowledges and agrees:

1. In receiving, transmitting, disclosing, transporting, storing, processing, using, or otherwise dealing with PHI and/or PII, be bound by Applicable Law, and not use or disclose PHI and/or PII except as permitted or required by this Agreement, Applicable Law, SCDMH Privacy and/or Security Practices, and any contract or other written agreement with SCDMH.

2. Consistent with this Agreement, BA/QSO may disclose minimum necessary PHI and/or PII for its management and administration, or to carry out its legal responsibilities, provided the disclosures are required by law, or BA/QSO obtains reasonable assurances from the person to whom the PHI and/or PII is disclosed, that PHI and/or PII will remain confidential and used or further disclosed only as required by law, or for the purposes for which it was disclosed, and the person notifies BA/QSO of any instances it is aware where PHI and/or PII confidentiality has been Breached.

3. Use appropriate safeguards to prevent unauthorized use or disclosure of PHI and/or PII ("Breach").

4. Following discovery of a Breach, consistent with Applicable law, promptly report such Breach to the applicable local SCDMH Privacy Officer.

5. Ensure that its subcontractors and agents, to whom PHI and/or PII is provided, or created or received on behalf of SCDMH, protect PHI and/or PII including Breach reporting as described above.

6. Provide access to PHI as requested by SCDMH, including to an individual as directed by SCDMH, to meet HIPAA requirements of providing a SCDMH patient the right to access and copy their PHI.

7. Amend PHI as directed or agreed to by SCDMH pursuant to HIPAA requirements.

8. Make available its practices, policies, procedures and records, related to PHI and/or PII use and disclosure, to SCDMH, (and for PHI, Department of Health and Human Services, or to an individual/entity as directed by SCDMH related to HIPAA compliance).

9. Document its disclosures of PHI, as required by HIPAA, for SCDMH to promptly respond to a request for an accounting of PHI disclosures, and provide such accounting to SCDMH or an individual as directed by SCDMH.

10. [Applies only to SCDMH Alcohol & Drug Treatment Program PHI AND/OR PII] As a SCDMH Qualified Service Organization under 42 CFR Part 2, resist efforts in judicial proceedings to obtain PHI as required by 42 CFR Part 2.

11. Upon termination of this Agreement for any reason, return or destroy PHI and/or PII received/created by this Agreement, including PHI and/or PII possessed by its subcontractors or agents. If returning or destroying the PHI and/or PII is infeasible, BA/QSO will notify SCDMH of conditions that make return/destruction infeasible and extend Agreement Professional Service Contract Form-Jan. 2020
protections to such PHI and/or PII, and limit further uses/disclosures to purposes that make return/ destruction infeasible, as long as BA/QSO maintains the PHI and/or PII.

12. To the extent BA/QSO carries out obligations under the Privacy Standards on Covered Entities behalf, BA/QSO will comply with applicable Privacy Standard(s) in performing such obligation.

13. BA/QSO will comply with security provisions of HITECH in the same manner as such regulations apply to SCDMH.

14. Upon request, BA/QSO will provide SCDMH access to, and information concerning, BA/QSO's security and privacy policies, processes, practices, impact and risk assessments, and actions taken to mitigate identified risks affecting PHI and/or PII provided to or created by BA/QSO pursuant to this Agreement.

15. BA/QSO will report to SCDMH security incidents of which it becomes aware that compromise PHI and/or PII confidentiality, integrity, or availability. Unsuccessful Security Incidents, involving unsuccessful attempts at unauthorized access to BA/QSO's system, that are not a threat to PHI and/or PII and do not result in unauthorized access, use, disclosure, modification, or destruction of PHI and/or PII or interference with an information system, are not required to be reported. Unsuccessful Security Incidents include: (a) "pings": request/response to determine if an Internet Protocol (IP) address, or host, exists or is accessible; (b) port scans; and (c) malware: viruses and worms detected and eradicated prior to effecting BA/QSO's system; (d) attempts to log on to system or enter database with invalid password or username; and (e) denial of service attacks that do not result in a server taken offline. If BA/QSO's system is capable of logging such Incidents, upon SCDMH written request, BA/QSO will report such Incidents in the aggregate.

16. BA/QSO will require any BA/QSO subcontractor to a SCDMH contract or other SCDMH written agreement with BA/QSO, to agree in writing to comply with this Agreement.

17. SCDMH may terminate this Agreement if it determines that BA/QSO or subcontractor has violated any material term.

________________________  ____________________________  ____________  ____________
BA/QSO Signature        Printed Name       Title       Date
Year (1) FY22-23: $67,825 annually
   $16,956.25 quarterly
Year (2) FY23-24: $69,860 annually
   $17,465 quarterly
Year (3) FY23-25: $71,956 annually
   $17,989 quarterly
The purpose of this memorandum is to request an After-the-Fact approval to submit an Application for the 2023 CESF Grant. The Program was authorized by Division B of H.R. 748, Pub. L. No. 116136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

This request for $217,735 will cover the costs to equip 15 police cruisers with mobile computers, related hardware and software, licensing fees, and cellular service.

There is no match required for this grant. The Application was due May 6, 2022.

Should you have any questions regarding this project, please contact Ofc. David Plesich, Grants Coordinator at plesichd@charleston-sc.gov.
South Carolina

CORONAVIRUS
EMERGENCY SUPPLEMENTAL FUNDING
(CESF) PROGRAM

FFY 2023 CESF Solicitation

South Carolina Department of Public Safety
Office of Highway Safety and Justice Programs

Grant Period: October 1, 2022 – September 30, 2023
Applications Due: Friday, May 6, 2022
Coronavirus Emergency Supplemental Funding Program

I. Introduction

The Coronavirus Emergency Supplemental Funding (CESF) Program was authorized by Division B of H.R. 748, Pub. L. No. 116136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus. A jurisdiction was determined to be eligible for direct CESF funding through the U.S. Department of Justice’s Bureau of Justice Assistance (BJA) if that jurisdiction was identified as eligible for funding under the FY 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program. As the State Administering Agency (SAA) for the JAG Program, the South Carolina Department of Public Safety’s Office of Highway Safety and Justice Programs (OHSJP) has been designated by the BJA to administer South Carolina’s allocation of CESF Program funds.

II. Funding Policy

Grants pay for 100 percent of project costs for a 12-month project period, from October 1, 2022 – September 30, 2023. Please note that, unlike the JAG Program, there is no Variable Pass-Through (VPT) requirement to locals for the CESF Program.

III. Eligible Applicants

The CESF Program is open to state agencies, local units of government, tribal governments, and non-profit agencies. There is never a guarantee of continuation funding for any program or project. A "local unit of government" is defined as any city, county, town, township or other political subdivision of a state.

In addition, the following points should be noted regarding local units of government:

A. The term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state, or a federally-recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, police departments, sheriffs' offices and public defender's offices are not eligible to apply directly, but would be the implementing agency for the grant. A city or county would be the legal applicant/recipient and manage grant funds on behalf of the implementing department or agency.

B. State courts (courts of general jurisdiction) are eligible to apply for funds. However, local courts (magistrate and municipal courts) similar to police departments would have to apply through their local units of government.
C. A solicitor's office, for grant purposes, is funded as an office within a lead county.

The lead county must meet the following requirements:

a. Maintain the financial records for the grant
b. Include the solicitor's office in its payroll records; and
c. Include the financial records of the grants to the solicitor's office in its organization-wide audit.

D. Information for the following individuals will be required on the Grant Application:

a. Project Director – Implementing Agency/Department Head, or person involved in the daily operations of the project.
b. Financial Officer - City or County Finance Director, or state agency Chief Financial Officer; and
c. Official Authorized to Sign - Mayor, City or County Administrator, or state agency director

IV. Matching Requirement

The CESF Program does not require a match.

V. Guidelines for the Use of Grant Funds

A. Permissible uses of funds

Projects funded under the CESF Program must have a nexus to criminal justice and be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NEW: Due to the increase in violent crime experienced during the pandemic, projects that support initiatives to prevent the occurrences of these crimes are also permissible.

While there are not specific priorities, projects that will have a lasting effect on Criminal Justice systems will be strongly considered for this round of funding. Examples include:

- Projects that reduce crowding in criminal or juvenile justice systems such as those that support technology solutions allowing proceedings to be completed virtually or provide electronic monitoring.
• Projects that facilitate social distancing by reducing the need for the public to visit law enforcement or other criminal justice facilities such as those that allow web based reporting or document requests.

• Projects that provide equipment or infrastructure that will outlast and continue to provide use beyond the end of the project period.

B. Expenditures which require prior BJA approval

There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

• Individual items costing $500,000 or more — if the applicant intends to purchase an individual item that costs $500,000 or more, those item(s) should be identified and thoroughly justified by the applicant. The OHSJP must apply for and receive written prior approval from BJA on behalf of the applicant for these items.

• Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) — if the applicant requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615. Documentation and justification related to these items should be included with the application. The OHSJP must apply for and receive written prior approval from BJA on behalf of the applicant for these items. Additionally, BJA is in the process of updating guidance to implement a recent Executive Order and OJP Order 2700.1 prior to granting any future approval requests for UAS/UA/UAV’s. The OHSJP does not have an anticipated timeframe as to when this guidance will be released. For more information on OJP Order 2700.1 Policy on Funding Unmanned Aircraft Systems go to: https://www.justice.gov/opa/pr/department-justice-revises-policy-governing-grants-associated-foreign-made-unmanned-aircraft

C. Prohibition of supplanting

Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. The DOJ Grants Financial Guide defines supplanting as: to deliberately reduce state or local funds because of the existence of federal funds. For example, when state funds are appropriated for a stated purpose and federal funds are awarded for that same purpose, the state replaces its state funds with federal funds, thereby reducing the total amount available for the stated purpose. The DOJ Grants Financial Guide is located at the following website for your reference: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide.pdf.
D. Unallowable uses of funds

There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide, located here: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide.pdf.

Please note, CESF funds cannot be used as matching funds for other federal funding programs.

VI. Suspension or Termination of Funding

The SAA may suspend (in whole or in part), terminate funding for, or impose another sanction on a subgrantee for any of the following reasons:

A. Implementing substantial program changes to the extent that, if submitted originally, the application would not have been approved for funding.

B. Failure to submit reports (programmatic and/or financial) in a timely manner.

C. Filing a false certification in this application or other report or document.

VII. Application Criteria and Funding Review Process

All grant applications must be completed using the OHSJP’s web-based grants management system, “SCDPS Grants.” SCDPS Grants can be accessed at https://www.scdpsgrants.com/, as well as through the South Carolina Department of Public Safety website at http://www.scdps.sc.gov/ohsip/. All applications will be reviewed equally by the OHSJP staff to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. Late applications will not be accepted.

Applications are carefully reviewed to ensure that only projects with a significant chance of success are funded. The OHSJP staff use the following criteria in the development of funding recommendations for the South Carolina Public Safety Coordinating Council.

A. Documentation of need

1. Program Definition - Any funds requested must be for the implementation of a program designed to prevent, prepare for, and respond to the coronavirus.

2. Project Impact - The program should be designed to address the problems and needs of the area to be served. An analysis of how these problems could be improved through the project should be shown.

3. Budgetary Review - Each application will be reviewed to ensure budgetary items are reasonable and costs are allowable.
4. **Project Feasibility** - Applicants should describe sufficiently and clearly how the project will be implemented.

5. **Project Evaluation** - Simple, specific, and measurable objectives should be presented, and each objective must be matched with a performance indicator. The performance indicators describe how the grant's objectives will be documented or monitored. Evaluation measures the effectiveness of your program by comparing your objectives with actual accomplishments.

B. Geographical areas of greatest need

C. Jurisdictions with limited resources

D. Current or past grant performance

E. Probability of success

F. Effective utilization of resources

G. Requested grant amount

IX. **Additional Information Requirements and Programmatic Conditions:**

A. Employment eligibility verification for hiring under the CESF award

1. The recipient (and any sub recipient at any tier) must--
   A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any sub recipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
   B. Notify all persons associated with the recipient (or any sub recipient) who are or will be involved in activities under this award of both--
      (1) this award requirement for verification of employment eligibility, and
      (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
   C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a (a)(1) and (2).
   D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring
   The recipient's monitoring responsibilities include monitoring of sub recipient compliance with this condition.

3. Allowable costs
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any sub recipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any sub recipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or sub recipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any sub recipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any sub recipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

B. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx.

X. Notification Process

Applicants will be notified in writing by the OHSJP whether their application has been approved or denied for funding. Notices of these decisions are tentatively scheduled for publication in September/October. The FFY 2023 grant period is currently scheduled for October 1, 2022 – September 30, 2023.
XI. Application Process-SCDPS Grants

The grant application must be completed using the OHSJP’s web-based grants management system, SCDPS Grants. SCDPS Grants can be accessed at https://www.scdpsgrants.com/, as well as through the South Carolina Department of Public Safety website at http://www.scdps.sc.gov/ohsjp/.

IMPORTANT NOTE! New users must submit their subgrantee user registration request by Friday, April 22, 2022.

The application must be fully complete and submitted via SCDPS Grants prior to the application deadline, which is Friday, May 6, 2022. Required/supporting documents, letters of cooperation, and appendices relating to the application may be uploaded as attachments to an application on SCDPS Grants or forwarded to the address below with the application number written on the documents. Any supporting documentation must be received by the South Carolina Department of Public Safety by 5:00 PM on the application due date. Postmarked dates are not acceptable.

Ms. Kayla Boston
S.C. Department of Public Safety
Office of Highway Safety and Justice Programs
Post Office Box 1993
Blythewood, South Carolina 29016

Please be aware that SCDPS Grants will allow application submissions until 11:59 PM on the application due date. However, staff will not be available to assist with application questions after 5:00 PM.

For programmatic questions, you may contact Amy Kingston at AmyKingston@scdps.gov or (803) 896-4742. Contact James Pendergrass at in Accounting-Grants for any financial questions at GrantsAccounting@scdps.gov or (803) 896-8097.
Grant Application Check List

The following items explain the standards by which each application is judged. Past experience has shown that projects are successful because one person or a group of people have identified a problem, developed a solution, and carefully designed a plan to arrive at the solution. The grant application leads the grant applicant through a structured approach to problem solving. Successful applicants use these pages to help the reviewer see the problem and easily understand the proposed solution.

Budget and Description —
- Proposed expenditures are reasonable, adhere to application guidelines
- Equipment/personnel is documented as necessary
- Each expenditure is explained in detail in the budget narrative
- Agency current fiscal year authority approved budget

Problem Statement —
- The problem and/or need the project will address is defined exactly as it exists in your particular community (focus on the needs of your area and how the project will meet those needs)
- Local information and statistics are provided to support the request for funding (do not use statewide information alone to support the development of a local level project)
- Existing efforts, current resources, and programs being utilized to deal with the problem are thoroughly addressed

Project Purpose —
- At least one distinct purpose/goal has been identified
- Project purpose/goal is S.M.A.R.T. (specific, measureable, achievable, relevant, and time-bound)

Project Objectives —
- The objectives are specific and measureable to show how the goal will be achieved
- There is at least one objective per goal listed

Performance Indicators —
- There is a performance indicator per project objective identified
- Each indicator shows how each objective will be measured and what methods will be used to evaluate progress towards achieving the objectives and goals.

Project Evaluation —
- Explain who will examine the project’s objectives and performance indicators
- Explain how that person will determine the extent to which the entire project has solved the stated problem
- Evaluation is supported by the performance indicators and includes a comprehensive plan to provide an overall assessment of project effectiveness
Other Relevant Requirements –

☐ Attach applications for direct funding from BJA, the South Carolina Emergency Management Division (SCEMD)/FEMA, SC CARES, and/or other disaster funds related to the coronavirus response in the Documents section of the online application.

☐ The implementation schedule should contain information on the timing of activities.

☐ The total project area population and number of certified officers (if applicable) must be provided and letters of support from all entities involved in multijurisdictional projects should be attached.

☐ The name, title, address, phone, and email information must be completed on the online application for the Project Director, Financial Officer and Authorized Official. Original signatures will only be required once a grant award is made.