

# Memorandum of Understanding

## Between the South Carolina Department of Probation, Parole and Pardon Services and the Greenville County Department of Public Safety

This Memorandum of Understanding (MOU) is made and entered into between the South Carolina Department of Probation, Parole and Pardon Services (**SCDPPPS**), by Acting Director Melvin Warren, and the Greenville County Department of Public Safety (**GCDPS**), by County Administrator Joseph Kernell and Greenville County Detention Center Administrator Scotty R. Bodiford, to facilitate the partner agencies' implementation of the "**Swift, Certain and Fair Supervision Program (SCF)**," a federal grant project authorized by the U.S. Department of Justice (DOJ) Office of Justice Programs (OJP) and awarded under the funding opportunity entitled "2022 BJA fiscal year FY 22 "Swift, Certain, and Fair (SCF) Supervision Program: Applying the Principles Behind Project Hope" [O-BJA-2022-171046]. OJP approved the application submitted by SCDPPPS on May 20, 2022, and the award was accepted by SCDPPPS on September 9, 2022.

This MOU is intended to facilitate the implementation of the SCF grant project identified above, which will provide funding to the partner agencies to develop and test new or enhanced applications of the SCF principles of intervention to reduce recidivism and improve outcomes for people on probation in **Greenville County**, South Carolina, through the application of short-term jail sentences as an immediate sanction (i.e., "quick dip"). In that vein, this MOU outlines the scope and limits of the obligations, expectations, and financial arrangements between the partner agencies who are cooperatively implementing this SCF initiative.

This MOU is also intended to memorialize the partner agencies' agreement and commitment to comply with all applicable "Award Conditions" set forth by OJP in the attachment to the September 8, 2022, "Award Letter" provided by DOJ. In executing this MOU, the partner agencies assert they are either in compliance with each of the following award conditions or the particular condition does not apply to their agency: (1) "Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38" [Award Condition 8 - Religion]; (2) "Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42" [Award Condition 9 - EEOC]; (3) "Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54" [Award Condition 10 – Basis of Sex in Certain Education Programs]; (4) "Requirement to disclose whether recipient is designated 'high risk' by a federal grant-making agency outside of DOJ" [Award Condition 16]; (5) "Encouragement of policies to

ban text messaging while driving” [Award Condition 18]; (6) “Employment eligibility verification for hiring under the award” [Award Condition 20]; and (7) “Required monitoring of subawards” [Award Condition 41].

WHEREAS, SCDPPPS is the state agency in South Carolina tasked with the supervision of offenders who have been placed on probation by the Court of General Sessions and who are being supervised in Greenville County, South Carolina.

WHEREAS, GCDPS is the Greenville County agency tasked with overseeing the Greenville County Detention Center which temporarily houses SCDPPPS offenders who have been arrested for probation violations until such time as they are either released on bond or the arrest warrant has been addressed through the SCDPPPS violation process, housing which incurs measurable daily costs per inmate.

WHEREAS, SCDPPPS supervises offenders according to wide range of strategies that are designed to provide the opportunity to succeed while protecting public safety and, understanding the need to increase community safety, SCDPPPS has implemented specialized strategies to address its two highest risk populations: domestic violence (DV) offenders and sex offenders.

WHEREAS, SCDPPPS has been unable to effectively implement SCF principles due to process and technology barriers, despite implementing other specialized strategies.

WHEREAS, SCDPPPS, in order to enhance its capacity to reduce recidivism and improve outcomes through SCF principles for DV offenders and sex offenders, intends to, through the implementation of this grant: (1) increase the timeliness of the sanctions administered to ensure offenders connect the sanction to their behavior; (2) utilize specialized caseload specific violation matrices to ensure that sanctions and rewards are applied with consistency and predictability; and (3) enhance the current violation process to ensure incentives are utilized to ensure appropriate behavior is rewarded.

WHEREAS, SCDPPPS and GCDPS currently enjoy a positive partnership and often collaborate to keep each other abreast of persons under SCDPPPS’s supervision.

WHEREAS, SCDPPPS and GCDPS believe implementation of this grant and the SCF principles it follows, through the use of quick dip short term jail sentences, will benefit both partner agencies and the community at large by reducing recidivism and improving outcomes.

WHEREAS, SCDPPPS and GCDPS also believe implementation of this grant and the SCF principles it follows, through the use of quick dip short term jail sentences, may result in additional daily costs per inmate for GCDPS and that to offset those costs, a portion of the grant funds awarded, as set forth below, should be directed by SCDPPPS to the GCDPS to help support the Greenville County Detention Center.

**Now therefore, in consideration of the mutual promises and covenants herein contained, it is agreed between SCDPPPS and GCDPS as follows:**

1. GCDPS will identify a point of contact for all grant related communications with SCDPPPS.
2. GCDPS will assist SCDPPPS in creating processes for determining verification and billing that works for both agencies.
3. GCDPS will cooperate with SCDPPPS in implementing the agreed upon verification and billing processes.
4. GCDPS will submit billing for the previous month no later than the 10<sup>th</sup> day of the current month.
5. GCDPS will participate in scheduled meetings with SCDPPPS to discuss any barriers and to identify solutions to performing the terms of this MOU.
6. GCDPS will work with SCDPPPS evaluators and will supply needed information and data for compliance with the terms of the grant, such as the number of bed days per program offender.
7. Upon receipt of timely submitted bill from GCDPS, SCDPPPS will promptly distribute grant funds to GCDPS as follows: Sixty dollars (\$60) per qualifying program offender per day.
8. BIDDING PROCEDURES – Compliance with bidding procedures is required per all applicable federal, state, and local guidelines (2 CFR Part 200 Subpart F [formerly OMB Circular A-133], and if applicable, the SC Consolidated Procurement Code and Regulations.
9. CONTROL OF DATA
  - a. SCDPPPS will be responsible for information and controls governing data shared pursuant to the terms of this MOU.
  - b. SCDPPPS will maintain any and all such data in a secure environment.
10. PROHIBITION ON NON-DISCLOSURE AGREEMENTS [Award Condition 21] – The partner agencies shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized by law to receive such information.
11. PROHIBITION ON LOBBYING [Award Condition 25] – The partner agencies shall not use federal funds awarded by OJP to: (a) either directly or indirectly support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level

of government or (b) pay any person to influence or attempt to influence a federal agency, a Member of Congress, or Congress (or an official employee of any of them).

12. EFFECTIVE DATES - This MOU is in effect beginning on the date of the signatures below and remains in effect until December 31, 2025.

13. TERMINATION – SCDPPPS or GCDPS may terminate this Agreement by giving thirty (30) days written notice to the other party. Upon termination of this agreement by either party, SCDPPPS must cease providing grant funds to GCDPS as of the date the termination takes effect, per the terms of the Agreement.

14. AMENDMENTS – Any amendments to this Agreement must be in writing and signed by authorized representatives of each party of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on behalf of, and with the expressed authority of, their respective Departments or State or County Agencies on the day and year indicated below.

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**Melvin Warren**, Acting Director of the  
South Carolina Department of  
Probation, Parole and Pardon Services

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Date

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**Joseph Kernell**, Administrator of Greenville  
County, South Carolina

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Date

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**Scotty R. Bodiford**, Jail Administrator of  
Greenville County Detention Center

\_\_\_\_\_  
Date