



## **SOUTH CAROLINA REVENUE AND FISCAL AFFAIRS OFFICE**

### **MEMORANDUM OF UNDERSTANDING**

#### **Memorandum of Understanding**

#### **Between**

Click here to enter text.

#### **and**

#### **South Carolina Revenue and Fiscal Affairs Office**

This Agreement is entered into by [Click here to enter text.](#), hereinafter referred to as “Data Owner” and the South Carolina Revenue and Fiscal Affairs Office, hereinafter referred to as “RFA.”

Data Owner and RFA mutually assure each other that they will protect the confidentiality of any and all individually identifiable information shared with or made available to other parties in compliance with applicable State and federal privacy regulations.

The purpose of this Agreement is for Data Owner to submit data to RFA to participate in the Data Warehouse. The parties are required to have this agreement in place to assure Data Owner that RFA will comply with any State and /or federal regulations regarding the privacy, confidentiality, and security of the data as applicable.

#### **Obligations and Activities of Data Owner.**

- a) Data Owner shall obtain consent, authorization, or permission from the individuals that may be required by applicable state or federal laws and/or regulations prior to RFA furnishing the individually identifiable information pertaining to an individual. Such authorizations or permissions shall be furnished to RFA.
- b) Provide to RFA with any changes in, or revocation of, permission by the individuals to use or disclose individually identifiable information, if such changes affect RFA’s permitted or required uses and disclosures.
- c) Provide to RFA individual identifiers for the purpose of participating in the SC Data Warehouse. Identifiers will be used solely for the purpose of creating a unique linking identifier unless otherwise specified by Data Owner.

#### **Obligations and Activities of RFA**

- a) RFA will not use or disclose individually identifiable information other than as permitted or required by this Agreement or as required by state and federal law or as otherwise authorized by Data Owner.
- b) RFA will use appropriate safeguards to prevent use or disclosure of the individually identifiable information other than as provided for by this Agreement. RFA maintains and uses appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of

and to prevent non-permitted use or disclosure of individually identifiable information. These safeguards are required regardless of the mechanism used to transmit the information.

- c) RFA will mitigate, to the extent practicable, any harmful effect that is known to RFA of a use or disclosure of individually identifiable information by RFA or its workforce in violation of the requirements of this Agreement.
- d) RFA will report to Data Owner, in writing, any use and/or disclosure of individually identifiable information that is not permitted or required by this Agreement of which RFA becomes aware. Such report shall be made as soon as reasonably possible but in no event more than ten (10) business days after discovery by RFA of such unauthorized use or disclosure. This reporting obligation shall include breaches by RFA, its employees, subcontractors, and/or agents.
- e) RFA will ensure that any agent, including a subcontractor, to whom it provides individually identifiable information, received from, or created or received by RFA, executes a written agreement obligating the agent or subcontractor to comply with all the terms of the Agreement.

### **Permitted Uses and Disclosures by RFA**

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- a) **Functions and Activities:** Except as otherwise limited in this and any other agreement between RFA and Data Owner, RFA may use or disclose individually identifiable information only for purposes authorized by Data Owners in a separate written agreement or amendment to this agreement, if such use or disclosure of individually identifiable information would not violate any applicable state or federal laws if done by Data Owners themselves. RFA may pass individually identifiable information to any of its subcontractors for use in filling the obligations of this Agreement as long as the subcontractor adheres to the conditions of this Agreement. This includes, but is not limited to, data being sent directly to any subcontractor to be used in data aggregation and quality assurance on behalf of RFA or Data Owners.
- b) RFA may make available individually identifiable information, with permission of Data Owners and in compliance with any applicable state or federal laws, to other entities as authorized by Data Owners in a separate written agreement or amendment to this agreement, if such disclosure of individually identifiable information would not violate any state or federal laws.
- c) RFA and any of its subcontractors, except as otherwise limited in this Agreement, may use individually identifiable information to provide feedback on quality issues and comparative analyses using data solely from this project or data generated under the data aggregation authority of this Agreement.
- d) RFA upon entering into an agreement using individually identifiable information for any of its functions and activities on behalf of this project or in its general operations will make available that agreement to Data Owner or Data Owners upon request.

### **Term and Termination.**

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- a) **Term:** This Agreement shall commence upon the date of the last signature and shall terminate when all of the individually identifiable information provided by Data Owner to RFA, or created or received by RFA, is destroyed or returned to Data Owner, or, if it is infeasible to return or destroy individually identifiable information, protections are extended to such individually identifiable information in accordance with the provisions of this Section 4.

- b) **Termination for Cause:** Upon Data Owner's reasonable determination that RFA has breached a material term of this Agreement, Data Owner shall be entitled to do any one or more of the following:
    - i) Give RFA written notice of the existence of such breach and an opportunity to cure upon mutually agreeable terms. If RFA does not cure the breach or end the violation according to such terms, or if RFA and Data Owner are unable to agree upon such terms, Data Owner may immediately terminate any agreement between Data Owner and RFA which is the subject of such breach.
    - ii) Immediately stop all further disclosures of individually identifiable information to RFA pursuant to each agreement between Data Owner and RFA which is the subject of such breach.
  - c) **Effect of Termination:** Upon termination of the contract or upon written demand from Data Owner, RFA agrees to immediately return or destroy, except to the extent infeasible, all individually identifiable information received from, created by, or received by RFA, including all such individually identifiable information which RFA has disclosed to its employees, subcontractors and/or agents. Destruction shall include destruction of all copies including backup tapes and other electronic backup medium. In the event the return or destruction of some or all such individually identifiable information is infeasible, individually identifiable information not returned or destroyed pursuant to this paragraph shall be used or disclosed only for those purposes that make return or destruction infeasible.
  - d) **Continuing Privacy Obligation:** The obligation of RFA to protect the privacy of individually identifiable information is continuous and survives any termination, cancellation, expiration, or other conclusion of this Agreement or any other agreement between Data Owner and RFA.
- 5) **Notices.** All notices pursuant to this Agreement must be given in writing and shall be effective when received if hand-delivered or upon dispatch if sent by reputable overnight delivery service, facsimile or U.S. Mail to the appropriate address or facsimile number as set forth at the end of this Agreement.
- 6) **Miscellaneous.**
- a) Data Owner and RFA agree that Individuals who are the subject of individually identifiable information are not third-party beneficiaries of this Agreement.
  - b) The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements any applicable laws relating to the security or confidentiality of individually identifiable information. The parties understand and agree that Data Owner must receive satisfactory written assurance from RFA that RFA will adequately safeguard all Information that it receives or creates pursuant to this Agreement. Upon request by Data Owner, RFA agrees to promptly enter into negotiations with Data Owner concerning the terms of any amendment to the Agreement embodying written assurances consistent with the standards and requirements of any applicable laws. Data Owner may terminate this Agreement upon thirty (30) days written notice in the event RFA does not promptly enter into negotiations to amend this Agreement when requested by Data Owner pursuant to this Section.
  - c) In the event that any provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

- d) This Agreement may not be amended, altered or modified except by written agreement signed by Data Owner and RFA.
- e) No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Nothing in Section 2 of this Agreement shall be deemed a waiver of any legally-recognized claim of privilege available to Data Owner.
- f) The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- g) Neither Data Owner nor RFA shall use the names or trademarks of the other party or of any of the respective party's affiliated entities in any advertising, publicity, endorsement, or promotion unless prior written consent has been obtained for the particular use contemplated.
- h) All references herein to specific statutes, codes or regulations shall be deemed to be references to those statutes, codes or regulations as may be amended from time to time.

IN WITNESS WHEREOF the parties have executed this agreement effective upon last dated signature.

[Click here to enter text.](#)

South Carolina Revenue and Fiscal Affairs Office  
Health and Demographics

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
W. David Patterson, Ph.D., Chief

\_\_\_\_\_  
Date

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Date