

SC DEPARTMENT OF HEALTH & ENVIRONMENTAL CONTROL  
COOPERATIVE AGREEMENT AUTHORIZATION

---

CONTRACT NUMBER: R2-3-889

Originating Office: Region 2 Public Health  
Brandy Harrington

Contractor: Greenville County Office of Emergency Management

SS # or EI #:

Mailing Address: 206 S. Main Street  
Greenville, SC 29602

Contract Type: **PHP X**

Contract Purpose: To develop a unified ESF-8 management of healthcare with acute care facilities, county EMD, and first responders during a public health emergency through facilitation, coordination, and utilization of medical resources, patient transfer agreements and mutual aid on coalition level.

Contract Period: From: Date of Last Signature To: 6/01/13

Maximum Amount: \$38,700.00

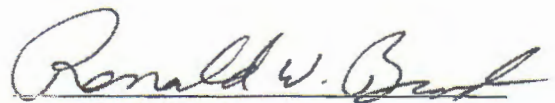
Rate of Payment: Monthly based on actual services provided

Method of Procurement: Grant

Exemption Date:

Method of Payment:

Comments:



Ronald W. Brock  
Contracts Manager  
Date: 10/08/12

COOPERATIVE AGREEMENT CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL  
PUBLIC HEALTH REGION 2

AND

GREENVILLE COUNTY OFFICE OF EMERGENCY MANAGEMENT

The South Carolina Department of Health and Environmental Control, Public Health Region 2 (hereafter referred to as DHEC) enters into a Cooperative Agreement Contract with Greenville County Office of Emergency Management (hereafter referred to as the Contractor) to fulfill the requirements for the Assistant Secretary for Preparedness and Response (ASPR), Centers for Disease Control (CDC), Coordinating Office For Terrorism Preparedness and Emergency Response (CTPER), Catalog of Federal Domestic Assistance (CFDA) Number 93.889 awarded to DHEC (July 1, 2012 - June 30, 2013).

PURPOSE:

Under the South Carolina Hospital Preparedness Program contract, with the leadership of South Carolina Department of Health and Environmental Control, Public Health Region 2, participating hospitals and organizations in the respective region are involved in the Regional Healthcare Coalitions. The purpose is to develop a unified ESF-8 management of healthcare with acute care facilities, county EMD, and first responders during an emergency through facilitation, coordination, and utilization of medical resources, patient transfer agreements and mutual aid on coalition level. This contract will serve to establish the guidelines, roles, and responsibilities of each party.

The parties to the contract agree as follows:

A. SCOPE OF SERVICES

1. The Contractor shall:

- a. Submit a **SC HPP Budget Planning Tool for FY2012 (DHEC Form 1036A)** outlining planned activities for the amount allocated. The proposed HPP Budget Tool must be submitted and approved prior to any purchases or procurement of services.
- b. Designate representatives for participation and attendance in a minimum of 80% of all Coalition Meetings to assess, plan, evaluate, and improve emergency preparedness within the region.
- c. Have an internal review and approval process in place to verify that invoices submitted are for approved expenditures on the Budget Tool and are allowable by the FY2012 Grant Guidance. At no time, should any contractor or sub-contractor be prepaid for services or reimbursed outside the established contract period.
- d. Maintain records for equipment and other items purchased with the ASPR SCHPP funds in accordance with the FY2012 "HPP-PHEP Guide for Contracting Partners and Regional Healthcare Coalitions". Each item should be tracked whether it's in use, broken or has been replaced. Contact the SCDHEC Region 2 HPP Coordinator to receive permission to salvage broken or no longer needed items.
- e. Perform both the required and routine maintenance of all purchased equipment.
- f. Submit an inventory list of all items purchased with HPP grant funds using the form found in the "HPP-PHEP Guide for Contracting Partners and Regional



Healthcare Coalitions” upon the submission of the last invoice within this contract period.

- g. ASPR requires South Carolina to provide 10% match documentation for the FY12 grant year. In order to document each hospital’s “in-kind” contribution during the period of July 1, 2012 – June 30, 2013 the Match Documentation form should be completed and submitted with each invoice.
  - h. All requests for travel reimbursement should adhere to GSA lodging and DHEC meal and mileage guidelines as outlined in Travel Reimbursement section of the “HPP-PHEP Guide for Contracting Partners and Regional Healthcare Coalitions”.
  - i. NIMS Compliance Statements for each facility should be submitted each year to the Region 2 RHC Lead upon request.
  - j. Plan, coordinate and participate in Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercises with other planning partners.
  - k. Participate in local response activities, should an emergency occur.
  - l. Identify a source and plan for Alternate Care Sites (ACS) pursuant to DHEC guidance on medical surge and ACS.
  - m. Participate in the SMARTT program to assure bed availability and allocation of valuable resources for emergencies and disasters.
  - n. Have a current evacuation plan as required by SC DHEC Division of Health Licensing (R61-16 Section 207).
2. SCDHEC Public Health Region 2 shall:
- a. Distribute funding for these activities.
  - b. Provide guidance for how the grant money may be used as defined by the SC Healthcare Preparedness Program (SC HPP).
  - c. Provide guidance and interpretation for regional planning as defined by the SC Healthcare Preparedness Program (SC HPP).
  - d. Provide guidance and direction for fulfilling the contract requirements.
  - e. Develop and distribute assessment, templates, and checklists that support regional planning activities.
  - f. Maintain internal inventory of SC Healthcare 1 Preparedness Program (SC HPP) purchases reflecting inventory lists submitted by contracting partners.
  - g. ASPR requires the submission of progress reports twice a year detailing progress on activities outlined in the grant application. As a part of this report, we are also required to report all expenditures and match documented by capability. In order to provide this information as accurately as possible, all expenditures must be associated with one of the FY12 capabilities.

**B. TIME OF PERFORMANCE**

This contract shall be effective July 1, 2012 or when signed by both parties, whichever is later and shall terminate on **June 1, 2013**. Only work done in accordance with the effective dates of the contract shall be compensated.

**C. COMPENSATION**

- 1. DHEC agrees to compensate the Contractor for the provision of services described in Section A in the amount up to **\$38,700.00** for the time period through **June 1, 2013**.

2. In no event will the total amount to be paid under the contract exceed **\$38,700.00** and is contingent upon continued financial support from:
  - U.S. Department of Health and Human Services (HHS)
  - Office of the Assistant Secretary for Preparedness and Response (ASPR), Centers for Disease Control (CDC), Coordinating Office For Terrorism Preparedness and Emergency Response (CTPER)
  - Grant No. 1U90TP000551-01
  - Budget Period July 1, 2012 through June 30, 2013
  - CFDA No. 93.889
  
3. DHEC's point of contact for financial information regarding payments made under this contract:
  - Ronnie Belleggia, Assistant Bureau Director
  - Bureau of Financial Management
  - 2600 Bull Street
  - Columbia, SC 29201-1708

**D. METHOD OF PAYMENT**

The Contractor shall submit a **monthly** invoice for payment of services rendered as outlined in the Scope of Services, as follows:

1. The invoice must include the name and address of the Contractor, the DHEC Contract Number, a brief description of the Scope of Services, the period covered, an itemized listing of expenses incurred with categorical break-out as required by the DHEC program, the total amount of reimbursement, and supporting documentation for expenditures as detailed in the FY2012 HPP-PHEP Guide for Contracting Partners and Regional Healthcare Coalitions”..
2. Reimbursement will be for actual allowable costs incurred. Only expenditures incurred during the contract period can be submitted for reimbursement. The invoice should be received by DHEC within fifteen (15) days after the end of each month. The last invoice is due **June 1, 2013**. Mail requests for payment to Department of Health and Environmental Control, Office of Public Health Preparedness – **Elizabeth McArthur, Greenville County Health Department, 200 University Ridge, Greenville, SC 29602.**

**E. EVALUATION**

A procedure for evaluating this contract on an annual basis will be developed by DHEC. This procedure shall consist of an on-going review of:

1. Performance of the specific tasks defined in the Scope of Services.
2. Meeting agreed-upon timelines for tasks.
3. Joint completion by DHEC and the Contractor of required evaluation and reporting under the HHS, ASPR, CDC, CTPER, CFDA No. 93.889 for the period of July 1, 2012 through June 30, 2013.
4. Evaluation Criteria will also be reviewed by both parties prior to May 1<sup>st</sup> of each year.

**F. TERMS AND CONDITIONS**



1. The Contractor must agree to make positive efforts to use small and minority owned businesses and individuals. Use DHEC Form 128 for providing this information.
2. The Contractor may subcontract with a DHEC approved entity for execution of this contract's Scope of Services. Prior to entering into a subcontract, Contractor must send to DHEC a completed Hospital Preparedness Program Budget Tool and a description of the proposed subcontracts scope of work for review and approval. A contract between the Contractor and a subcontractor does not constitute a contract between DHEC and the subcontractor. Any disputes or concerns between the Contractor and subcontractor shall be resolved between those parties in accordance with the involved parties' contract. DHEC will not be responsible for resolving any disputes or discrepancies between the Contractor and any subcontracting parties.
3. Any change to this contract, is considered an amendment to the contract, which must be mutually agreed to and executed in the same manner as the contract.
4. Records with respect to all matters covered by this contract shall be retained by the Contractor for 6 years after the end of the contract period, and shall be available for audit and inspection for any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the 6-year period, or if audit findings have not been resolved at the end of the 6-year period, the records shall be retained until resolution of the audit findings.
5. Termination:
  - a. Subject to the provisions contained below, this contract may be terminated by either party providing written notice of that intent to the other party thirty (30) days in advance.
  - b. Funds for this contract are payable from State and/or Federal and/or other appropriations. In the event sufficient appropriations are not available to pay the charges under this contract, it shall terminate immediately without any further obligation by DHEC.
  - c. DHEC may terminate this contract for cause, default or negligence on the part of the Contractor at any time without thirty days advance written notice.
6. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, handicap, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
7. Each of the parties agrees to maintain professional, malpractice and general liability insurance, and may be required to provide the other with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its respective employees.
8. The Contractor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract.
9. Travel:
  - a. The Contractor's travel expenses, including room and board, incurred in connection with the services described in the Scope of Services will be limited to reimbursement at the

standard State rate in effect during the period of this contract and will be included within the maximum amount of the contract.

- b. The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.
  - c. The Contractor must submit lodging receipts showing a zero balance when seeking reimbursement. Prior to submitting any invoices for contractual reimbursements of out-of-state travel, Contractor must submit a written request for approval of out-of-state travel and receive written approval of out-of-state travel. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.
10. 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 employee or agents, in connection with the performance of services pursuant to this contract.
  11. 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. All disputes, claims, or controversies relating to the contract shall be resolved in accordance with the South Carolina Procurement Code, Section 11-35-10 et seq., or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina.
  12. The Contractor certifies that they have not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.
  13. Preventing and Reporting Fraud, Waste and Abuse.
    - a. DHEC 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 Contractor 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 DHEC's policies and procedures regarding false claims may be obtained from the agency's Contract Officer or Bureau of Business Management.



- c. Any employee, agent, or contractor of DHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.
  - d. If the Contractor, Contractor's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, South Carolina 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Contractor is required to inform Contractor's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency.
14. 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 herein. The Contractor will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Contractor.
15. DHEC shall have sole ownership and copyright for any tangible product (report, survey, film, etc.) developed under this contract.
16. Audits:
- a. The Contractor including sub-recipient, except for-profit entities, whose fiscal year ends after December 31, 2003, shall have a single or program-specific audit conducted for that fiscal year if they expend \$500,000 or more in Federal awards from all sources during their fiscal year in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, dated June 27, 2003.
  - b. The Audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's reports(s), or nine months after the end of the audit period. The Contractor including sub-recipient agrees to send one copy of any audit conducted under the provisions of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, dated June 27, 2003, if applicable, to: **SC DHEC, Office of Internal Audits, 2600 Bull Street, Columbia, SC, 29201.**
  - c. Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DHEC's Office of Internal Audits.
  - d. Non-Federal entities that expend less than \$500,000 a year in total Federal awards, from all sources, are exempt from the Federal audit requirements of OMB Circular A-133 for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
  - e. The Contractor including sub-recipient is prohibited from charging the cost of an audit to Federal Awards if the Contractor expended less than \$500,000 from all sources of federal funding in the Contractor's fiscal year. If the Contractor expends less than \$500,000 in federal funding from all sources in the Contractor's fiscal year, but obtains an audit paid for by non-federal funding, then DHEC requests a copy of that audit to be sent to: **SC DHEC, Office of Public Health Preparedness, 2600 Bull St., Columbia, S.C. 29211.**

- f. Sub-recipients, which utilize an indirect cost rate, must provide:
1. A copy of the approved indirect cost rate letter from your federal cognizant agency.
- OR**
2. An indirect cost rate reviewed and approved by an external auditor in accordance with GAAP.

Otherwise, only direct charges will be allowed under the terms and conditions of this contract.

- g. Recipients of FFATA funds are required to report the following minimum data elements to DHEC. Additional data elements may be required by subsequent OMB guidance or regulation. (DO NOT ENTER THIS INFORMATION IN THE FEDERAL REPORTING DATABASE, ONLY REPORT IT BACK TO DHEC. DHEC BUREAU OF FINANCIAL MANAGEMENT IS RESPONSIBLE FOR REPORTING THIS INFORMATION TO THE FEDERAL GOVERNMENT)

1. Data Universal Numbering System (DUNS) 9-digit number
2. Contract number
3. Sub-recipient name as registered in the Central Contractor Registration
4. Amount of award received
5. Total Amount of Contract award
6. Date Contract was signed by both parties
7. Total Contract period
8. Physical location of primary place of performance
  - a. State
  - b. Population
  - c. City
  - d. Congressional District
  - e. County
  - f. Area of Benefit (i.e., state, county, city, school district)
9. Top 5 most highly compensated officers and their compensation

17. Contractors who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by the department raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DHEC pass through funds.

18. The provisions of this contract are contingent upon any possible revision of State or Federal regulations and requirements governing the HHS, ASPR, CDC, CTPER, CFDA No. 93.889 for the period of July 1, 2012 through June 30, 2013.

19. Any funds paid by DHEC and not used for completion of services shall be returned to DHEC.

20. Equipment:

- a. All equipment purchased with federal grant funds remain the property of the federal government.
- b. All equipment approved in the budget and purchased with federal grant funds can remain in the possession of the contractual partners as long as it is being used for the intended purpose and they remain a participant in the program.



- c. The intended purpose for the equipment can be found in the justification section of the contract budget. In some specific cases the intended purpose of the equipment may include having the equipment available for use during emergencies, exercises, or training within a geographic region or state.
- d. Contractual partners are considered participants in the program as long as they have a signed contract or MOA. Contractual Partners continue to be considered participants in the program during the interim between contracts. DHEC will formally notify contractual partners if they do not intend to renew the contract or MOA.
- e. For the purposes of this contract equipment is defined as tangible / non-consumable items with an initial purchase price of \$1,000 or more per item.
- f. Purchased equipment must be maintained and tested to insure that it is available for use when needed. Records and inventory of the purchase, location, and final disposition of the equipment must be maintained for 6 years and available for audit.
- g. When the custodian of the equipment is no longer a participant in the program or the equipment is no longer needed, becomes obsolete, or broken beyond repair, the DHEC program representative must be contacted for written instructions on disposition of the equipment.

21. Published Papers:

This contract is funded by CTPER. Any papers published under the auspices of this award must cite the funding support of CTPER.

The parties to the contract hereby agree to any and all provisions of the contract as stipulated herein.