

SC DEPARTMENT OF HEALTH & ENVIRONMENTAL CONTROL  
GRANT AUTHORIZATION

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GRANT NUMBER: EM-4-851

Originating Office: Health Regulations - Emergency Medical Services  
Arnold Alier

Contractor: Greenville County EMS

FEIN #: 57-6000356

Mailing Address: 301 University Ridge, Suite 1100  
Greenville, SC29601

Contract Type: **Grant X**

Contract Purpose: Provide grant funding under the Lead the Wave Block Grant (LTWG) to purchase approved equipment from DHEC contracts.

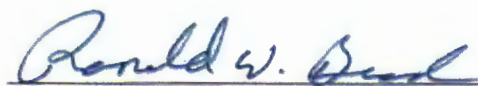
Contract Period: From: Date of last signature To: 6/30/14

Maximum Amount: \$67,124.03

Rate of Payment: At completion

Method of Payment: Grant

Comments:



Ronald W. Brock  
Contracts Manager  
Date: 4/18/14

**EMERGENCY MEDICAL SERVICES GRANT**  
**BETWEEN**  
**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**  
**AND**  
**GREENVILLE COUNTY EMS**

The parties of this grant agree as follows:

**A. SCOPE OF SERVICES:**

The Grantee will purchase the approved equipment as requested in their LTWG application (Attachment A) and approved by the Department (Attachment C), not to exceed the amount of the grant award. Greenville County EMS (Grantee) agrees to submit the following receivables to South Carolina Department of Health and Environmental Control, Division of EMS and Trauma (Department): copies of invoices, receipts and/or proof of payment/purchase for the approved items under the *Lead the Wave Grant* (LTWG) for competitive grant funds by the Duke Endowment through the Department.

**B. TIME OF PERFORMANCE:**

The grant shall be effective **April 8, 2014**, or when signed by all parties, whichever is later, and will terminate **June 30, 2014**.

**C. COMPENSATION:**

1. DHEC agrees to reimburse the Grantee an amount not to exceed 100 percent of the cost for approved equipment or equipment upgrades referenced in Attachment C. Basis for reimbursement is actual expenditures for authorized purchases at the secured bid price listed in Attachment B. The total amount reimbursed under this Grant shall not exceed **\$67,124.03. Funds will be disbursed in a single payment. The Grantee will use these funds to purchase the approved items as referenced in Attachment C from Physio-Control, Inc. (PCI). The Grantee will purchase the approved equipment at the secured bid price as referenced in Attachment B. The Grantee will submit to the Department the required receivables as proof of purchase of the approved items (Attachment C). The Grantee will provide the Department copies of invoices, receipts and/or proof of payment/purchase for the approved equipment or equipment upgrades by August 15, 2014. The Grantee agrees to return funds not used to purchase the approved equipment and/or equipment upgrades used for purchases that were not approved by the Department.**
2. Funds shall not be used for expenditures made prior to the effective date of this Grant, or for obligations incurred after June 30, 2014.
3. The Grantee has received Department approval of equipment which is included in Grantee's original LTWG application (Attachment A) and specified in Attachment C. **All expenditures or incurring obligations are to be disbursed under this grant. The Grantee will not disburse funds for any expenditures made or obligations incurred in violation of this procedure.**



**4. No travel expenses will be reimbursed by this grant.**

**D. METHOD OF PAYMENT:**

The Grantee shall provide the Department a written report detailing the use of disbursed funds which must include a compliance report as set forth in section E below. It must also include invoice(s), receipts and/or proof of payment/purchase indicating that the equipment or equipment upgrades have been received. An original, fully executed grant must be received by the Department before disbursement can be made.

**E. COMPLIANCE REPORTS:**

1. The Grantee shall submit a formal letter with the proof of purchase documentation indicating that he has met all the terms of the grant regarding the implementation of the grant application as outlined in this grant. **This letter is due no later than August 15, 2014.**
2. A written statement, signed by the Greenville County EMS official verifying that grant funds were used solely for the approved purchases.
3. A statement from the Greenville County EMS official that state or local purchasing requirements were followed in the purchase of the equipment or equipment upgrades from the approved vendor at the price quoted in the State bid (Attachment B).

**F. TERMS AND CONDITIONS:**

1. **MINORITY BUSINESS:** Grantee must agree to make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.
2. **SUBCONTRACTORS:** None of the work or services covered by this contract shall be subcontracted without the prior written approval of DHEC.
3. **ASSIGNMENT:** Grantee cannot assign or transfer the contract or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void.
4. **AMENDMENTS:** The contract may only be amended by written agreement of all parties, which must be executed in the same manner as the contract.
5. **RECORDS RETENTION:** Records with respect to all matters covered by this contract shall be retained by the Grantee for six (6) years after the end of the contract period, and shall be available for audit at any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until resolution of the audit findings.
6. **TERMINATION:**

- a. Subject to the provisions contained below, this contract may be terminated by either party providing thirty (30) days written notice of termination to the other party.
  - b. Funds for this contract are payable from State and/or federal and/or other appropriations. If funds are not appropriated or otherwise available to pay the charges under this contract, it shall terminate without any further obligation by DHEC upon providing written notice to the grantee.
  - c. DHEC may terminate this contract for cause, default or negligence on the part of the grantee at any time without a thirty-day advance written notice. DHEC may, at its option, allow Grantee a reasonable time to cure the default before termination.
7. NON-DISCRIMINATION: 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, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
  8. INSURANCE: During the term of this contract, Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Grantee from the types of claims which may arise out of or result from the grantee's activities under the contract and for which Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the contract, and general liability insurance. Grantee may be required to provide DHEC 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 own employees.
  9. DRUG FREE WORKPLACE: By signing this contract, grantee 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.
  10. TRAVEL: No travel expenses will be paid under this agreement
  11. NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY: Any term or condition is void to the extent it: (1) requires DHEC 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. [Reference: South Carolina Tort Claims, Act, S.C. Code Ann. §15-78-10 – 220]

12. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer 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.
13. **CHOICE OF LAW:** The contract, any dispute, claim, or controversy relating to the contract and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
14. **DISPUTES:** All disputes, claims, or controversies relating to the contract shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code, Section 11-35-10 et seq., to the extent applicable, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina. By signing this contract, Grantee consents to jurisdiction in the South Carolina courts. Grantee agrees that any act by DHEC regarding the contract is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution.
15. **DEBARMENT:** Grantee certifies that it has not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.
16. **SERVICE OF PROCESS:** Grantee consents that any papers, notices, or process necessary or proper for the initiation or continuation of any dispute, claim or controversy relating to the contract; for any court action in connection therewith; or for the entry or execution of judgment on any award made, may be served on Grantee by certified mail (return receipt requested) addressed to Grantee at the address provided as the Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
17. **NOTICE:** All notices under this contract may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other addresses and fax numbers as a party may designate by notice to the other parties), and shall be effective when received or, if

delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

**GRANTEE**

Tim Miller  
Public Safety Coordinator  
Greenville County EMS  
301 University Ridge, Suite 1100  
Greenville, SC 29601  
Office: 864-467-7009  
Fax: 864-467-7187  
Email: [tmiller@greenvillecounty.org](mailto:tmiller@greenvillecounty.org)

**DHEC:**

Ron W. Brock  
Contracts Manager, BBM  
2600 Bull Street  
Columbia, SC 29201  
Office: 803-898-3295  
Fax: 803-898-0501  
Email: [brockrw@dhec.sc.gov](mailto:brockrw@dhec.sc.gov)

18. **COMPLIANCE WITH LAWS:** Grantee shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations and tariffs in the performance of this contract.
19. **THIRD PARTY BENEFICIARY:** This contract is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this contract as a third party beneficiary or otherwise.
20. **INSOLVENCY, BANKRUPTCY, AND DISSOLUTION:** (a) Notice. Grantee shall notify DHEC in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this contract. (b) Termination. This contract is voidable and subject to immediate termination by DHEC upon Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.



21. SEVERABILITY: The invalidity or unenforceability of any provision of this contract shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
22. WAIVER: DHEC does not waive any prior or subsequent breach of the terms of this contract by making payments on the contract, by failing to terminate the contract for lack of performance, or by failing to enforce any term of the contract. Only the Contracts Manager has actual authority to waive any of DHEC's rights under this contract. Any waiver must be in writing.
23. ATTACHMENTS/ADDENDA: Any attachments, addenda or other materials attached to the contract are specifically incorporated into and made part of this contract.
24. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:  
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 grantee shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

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

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

If Grantee, Grantee'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, SC 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Grantee is required to inform Grantee's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Grantee must also inform Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

AS TO DHEC

BY: \_\_\_\_\_  
Stefanie Corbett  
Director, Health Regulation

DATE: \_\_\_\_\_

AS TO Greenville County EMS

BY: \_\_\_\_\_  
Tim Miller  
Public Safety Coordinator

DATE: \_\_\_\_\_

MAILING ADDRESS:  
301 University Ridge, Suite 1100  
Greenville, South Carolina 29601

TAX/EMPLOYER ID # 57-6000356

TYPE OF ENTITY (check one):

- Corporation
- LLC
- Partnership
- Individual/sole proprietor
- Other (specify) \_\_\_\_\_

If a corporation or LLC:

State of incorporation/organization:

\_\_\_\_\_

Registered agent and address in South  
Carolina:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SCDLLR or other license #

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