

COOPERATIVE AGREEMENT CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

GREENVILLE COUNTY CORONER'S OFFICE

The South Carolina Department of Health and Environmental Control, (hereafter referred to as DHEC) enters into a Cooperative Agreement Contract with the Greenville County Coroner's Office (hereafter referred to as the Contractor) to fulfill the requirements for the grants from the U.S. Department of Health and Human Services (HHS), Assistant Secretary for Preparedness and Response (ASPR) and Centers for Disease Control (CDC) grants, Catalog of Federal Domestic Assistance (CFDA) Number 93.074 awarded to DHEC (July 1, 2014 - June 30, 2015).

PURPOSE:

Under the South Carolina Hospital Preparedness Program with the leadership of DHEC, the contractor will cooperate with DHEC in planning for, responding to, and recovering from disasters that have health consequences. Contractors will assist with meeting the Healthcare Preparedness Capabilities outlined in the ASPR Hospital Preparedness Program. The specific activities for this contract period are outlined in Section A. Scope of Services. 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. Use the funds under this contract, not to exceed \$23,400.00, within project guidelines defined by the DHEC, in alignment with the Healthcare Preparedness Capabilities as defined by the Office of the Assistant Secretary for Preparedness and Response Hospital Preparedness Program and the South Carolina Hospital Preparedness Program.
- b. Participate in the Upstate Regional Healthcare Coalition (RHC) meetings by attending a minimum of 80% of scheduled meetings during the contract period.
- c. Be willing to share regional assets within the coalition as applicable, needed and/or requested by partners and approved by the Upstate Region Public Health Preparedness (PHP) Director.
- d. Participate and cooperate in state, regional and local planning, exercises and trainings as needed, or applicable, through active membership in the Upstate RHC.
- e. Actively participate and respond to local needs should a public health emergency occur.
- f. Meet all requirements found in Section F. Terms and Conditions.
- g. Maintain records for equipment and other items purchased with the ASPR HPP funds in accordance with the Budget Period (BP) Year 2 (2013-14) "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 DHEC Upstate Region HPP Coordinator to receive permission to salvage broken or no longer needed items. Items purchased with HPP funds are considered to be regional assets.
- h. Perform required and routine maintenance of all purchased equipment.

- i. Submit a quarterly 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.”
 - j. Submit completed Match documentation quarterly. ASPR requires South Carolina to provide 10% Match documentation (DHEC form 1000) for the BP Year 3 (2014-15).
 - k. Submit NIMS Compliance Statements to the DHEC Upstate Region HPP Coordinator upon request.
 - l. Identify a source and plan for Alternate Care Sites (ACS) or documentation of membership in a Mutual Aid and Sheltering Agreement (MASA) between participating South Carolina hospitals.
 - m. Participate in the State Medical Asset Resource Tracking Tool (SMARTT) program to assure bed availability and allocation of valuable resources for emergencies and disasters.
2. DHEC shall
- a. Provide oversight for ASPR HPP funds to include contracts and amendments, approved budget tools, reimbursement of funds according to ASPR terms and conditions, and maintain all required documentation.
 - b. Provide guidance for how the ASPR HPP funds may be used based on the Capabilities and Functions defined by the SC HPP.
 - c. Provide guidance and interpretation for hospital and regional planning based on the Capabilities and Functions defined by the ASPR.
 - d. Provide support for fulfilling the contract requirements.
 - e. Make staff aware of training opportunities for emergency preparedness and response.
 - f. Develop and distribute assessment, templates, and checklists that support regional planning activities.
 - g. Provide assistance and guidance in developing mass fatalities plan.

B. TIME OF PERFORMANCE

Contract shall be effective when it is signed by both parties and shall terminate on June 30, 2015. This contract is renewable for two additional one year periods contingent upon an annual review based on continuing financial support from the Funding Source listed in Section C, Evaluation Criteria listed in Section E, and agreement by both parties. Internal deadlines will be clarified under the Scope of Services section within this contract. Only work completed in accordance with the effective dates of the contract shall be compensated. Maximum term for this agreement is June 30, 2017.

C. COMPENSATION

- 1. DHEC agrees to compensate the Contractor for the provision of services in Section A in the amount up to \$23,400.00.
- 2. Maximum Contract Amount: In no event will the total amount to be paid under the contract exceed \$23,400.00 during the budget period July 1, 2014 – June 30, 2015.
- 3. Invoicing: The Contractor shall submit a **quarterly** invoice for payment of services rendered as outlined in the Scope of Services:
 - a. The invoice must be on the contractor’s company letterhead and include the name and address of the Contractor, the DHEC Contract Number, period of time covered by this invoice, an itemized list of expenses, date when the expense was incurred and the total cost requested for reimbursement in the invoice.

- b. The invoice should be sent with supporting documentation showing the item was received and payment was made. Only items appearing on the approved budget that have been purchased, received, and paid for within the contract period will be considered for reimbursement. Information about acceptable supporting documentation can be found in the DHEC Contracting Partner guide.
- 4. Travel: Contractor's travel expenses must be pre-approved in writing prior to date of travel. Reimbursement to contractor for travel expenses is made in accordance with regulations established for State employee travel and in accordance with guidelines established by DHEC. Please see Section F., Term and Conditions #10.
- 5. Source of Funds: Funding for this contract is contingent upon continued financial support from:
 - a. CFDA No. 93.074
 - b. HPP and PHEP Cooperative Agreements
 - c. Grant No. 5U90TP000551-03
 - d. Office of the Assistant Secretary for Preparedness and Response (ASPR) and Centers for Disease Control (CDC)
 - e. DHEC's point of contact for financial information regarding payments made under this contract is:

Ronnie Belleggia, Assistant Bureau Director
Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201

- f. The Contractor is considered a sub-recipient and must report FFATA data as described in the Terms and Condition Section 28 of this contract.

D. METHOD OF PAYMENT

Reimbursement will be for pre-approved actual allowable costs incurred. Only expenditures incurred during the contract period can be submitted for reimbursement. The invoices shall be received by DHEC on or before the following dates to ensure proper reimbursement: September 30, December 30, March 30, and June 12. The last invoice for each budget year is due June 12 of each year.

Mail requests for payment to:

Melissa Simpson
SCDHEC
220 McGee Road
Anderson, SC 29625
864-260-4358
simsomr@dhec.sc.gov

E. EVALUATION

- 1. List measurable outcomes and outputs based on the scope of service.
Battery packs (CRISISLine Center) and tablets/accessories for Family Assistance Center (FAC)
Capability and Function: C5F2,3
Activity: Purchase of battery packs for Smart-UPS units.
Output: Provide for new battery packs for Smart-UPS units that are located at the CRISISLine Center. Expanded capacity to support internal and regional needs related to human remains during mass fatality events.

The Greenville County Coroner's Office in conjunction with Mental Health America would like to obtain new battery packs for Smart-UPS units that are located at the CRISISLine Center. The Center is the unified contact point for requesting Behavioral/Mental Health Resources during a disaster in the upstate region. The Coroner's Office would also like to obtain tablets with the accessories and software to be utilized at family assistance centers for victim/family information. The tablets will allow multiple people to obtain information from multiple families and ensure a quick flow of the information to the morgue facilities. This will greatly speed up the identification of decedents and notification of families. These assets made available to the region, the state and at the direction of DHEC.

Outcome: Maintain an internal supply management tool listing items on hand and available for use by the coalition in support of the Upstate Region.

Provide BH/Vol Mgt/Special Populations Training/Symposium

Capability and Function: C5F3; C15F1;C15F1-4

Activity: Development and training for 150 disaster behavioral health professionals within the Upstate Region. In addition to a keynote speaker, several break-out sessions will be provided (with presentations to include developing a Family Assistance Center, VOAD, behavioral health services, Emergency Management, etc). An Advisory Board, consisting of several key players in disaster response services, will be tasked with the planning of this symposium.

Output: Provide development and training for mass casualty and mass fatality preparedness regarding the psychological needs of At Risk, families, children and first responders. As a result of this symposium, partner agencies will be knowledgeable regarding each of the response agencies that exist in each county of the Upstate of South Carolina, as well as to how to access those services in a timely and effective manner. Attendees will also leave the symposium with an understanding of how all pieces of this puzzle fit together, and will share information learned with their home agencies. This will essentially increase the collaboration and effective use of services for the Upstate region.

Outcome: Working in collaboration with coalition/community partners to train 150 disaster behavioral health professionals within the Upstate Region.

2. Each contract will be reviewed quarterly for compliance with expected outcomes and Terms and Conditions.
3. The funds for this contract are provided by Federal Grants that have audit requirements. Contractor's records pertaining to this grant could be audited by DHEC, State, and/or Federal auditors. See Terms and Conditions Section 27.

F. TERMS AND CONDITIONS

1. **MINORITY BUSINESS:** Contractor 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:** 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 Form and a description of the proposed subcontractors' 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. **ASSIGNMENT:** Contractor 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 Contractor 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 contractor.
 - 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. DHEC may, at its option, allow Contractor 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, Contractor will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Contractor from the types of claims which may arise out of or result from the contractor's activities under the contract and for which Contractor 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. Contractor 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, contractor 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:** 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 agreement and will be included within the maximum amount of the contract.

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>.

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.

11. **STANDARD OF CARE:** Contractor will perform all services under this contract in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade.
12. **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.
13. **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.
14. **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.
15. **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, Contractor consents to jurisdiction in the South Carolina courts. Contractor 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.
16. **DEBARMENT:** Contractor 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.
17. **SERVICE OF PROCESS:** Contractor 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 Contractor by certified mail (return receipt requested) addressed to Contractor 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.

18. **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.

CONTRACTOR:

Jeff Fowler
Greenville County Coroner's Office
1190 W. Faris Road
Greenville, SC 29605
864-522-1870
JFowler@greenvillecounty.org

DHEC:

Melissa Simpson
SCDHEC
220 McGee Road
Anderson, SC 29625
864-260-4358
simpsomr@dhec.sc.gov

19. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations and tariffs in the performance of this contract.
20. **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.
21. **INSOLVENCY, BANKRUPTCY, AND DISSOLUTION:** (a) Notice. Contractor 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 Contractor'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.
22. **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.
23. **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.

24. ATTACHMENTS/ADDENDA: Any attachments, addenda or other materials attached to the contract are specifically incorporated into and made part of this contract.

25. 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 contractor 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 DHEC’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 DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If 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, SC 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. 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. Contractor must also inform Contractor’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.

26. COPYRIGHT/PATENT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this contract shall belong to DHEC. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, contractor irrevocably assigns and agrees to assign all right, title, and interest in such work to DHEC. Contractor irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to DHEC. Contractor shall execute without additional compensation any additional documents DHEC may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

27. SUBRECIPIENT: All contractors (subrecipients), 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.

The Audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. The contractor (subrecipient) 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, to:

SC DHEC
Office of Internal Audits
2600 Bull Street
Columbia, SC 29201

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.

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).

A contractor (subrecipient) 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:

DHEC
Office of Public Health Preparedness
2100 Bull Street
Columbia, SC 29201

As a subrecipient, if contractor (subrecipient) utilizes an indirect cost rate, the contractor (subrecipient) must provide a copy of the approved indirect cost rate letter from its federal cognizant agency OR 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.

28. FFATA: All recipients of the HPP funds are required to comply with the Federal Funding Accountability and Transparency Act (FFATA) by providing DHEC with the required information. Form and Instructions will be provided with this contract. The contract will not be approved by DHEC until the required information is provided.
29. AUDIT: 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 DHEC raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DHEC pass-through funds.
30. LOBBYING:
 - a. Contractors and grantees, including subcontractors, sub grantees, and sub recipients, who receive federal funds pursuant to this agreement, are prohibited from using any of the

- b. No part of any grant or contract funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

31. REGULATIONS: The provisions of this contract are subject to revision of State or Federal regulations and requirements governing the HPP and PHEP Cooperative Agreements, CFDA No. 93.074 for the period of July 1, 2014 through June 30, 2015.

32. 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.
33. LICENSE/ACCREDITATION: Contractor represents and warrants that Contractor and Contractor's employees and/or agents to perform services under this contract currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this contract, and that Contractor has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Contractor and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this contract. Contractor will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of contractor or contractor's employees or agents providing or performing services under this contract.
34. 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 agreement hereby agree to any and all provisions of the agreement as stipulated herein.

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL CONTROL

AS TO GREENVILLE COUNTY CORONER'S
OFFICE

BY: _____
Donald M. Peace, Ph.D., FACHE
Director, Public Health Preparedness
Upstate Public Health Region

BY: _____
(NAME)

ITS: _____
(TITLE)

DATE: _____

DATE: _____

MAILING ADDRESS:

1190 West Faris Road
Greenville, SC 29605

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 #
