

COOPERATIVE AGREEMENT CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

GREENVILLE COUNTY OFFICE OF EMERGENCY MANAGEMENT

PURPOSE:

The South Carolina Department of Health and Environmental Control (DHEC), enters into a Cooperative Agreement Contract with Greenville County Emergency Management, (Contractor), to fulfill the requirements of grants received from the US Department of Health and Human Services (HHS) Assistant Secretary for Preparedness and Response (ASPR) and Centers for Disease Control and Prevention (CDC) under the Catalog of Federal Domestic Assistance (CFDA) Number 93.074 awarded to DHEC from July 1, 2016 – June 30, 2017.

Under the South Carolina Hospital Preparedness Program (HPP) with the Office of Public Health Preparedness and leadership of DHEC, the Contractor will cooperate with DHEC in planning for, responding to and recovering from disasters that have public health consequences. Contractors will assist with meeting the Healthcare Preparedness Capabilities outlined in the ASPR HPP. This Contract will serve to establish the guidelines, roles, and responsibilities of each party.

A. SCOPE OF SERVICES

1. The Contractor shall:

- a. Utilize funds to conduct a Family Assistance Center (FAC) Leadership conference to be held by the spring of 2017. Family Assistance Leadership conference will provide training for staff in order for them to be prepared to assist in a regional Family Assistance Center.
 - i. The FAC leadership conference will include, but not limited to the following coalition partners: Behavioral Health, Volunteers, Emergency Services, EMS, School System, Fire Departments, Law Enforcement, Red Cross, Hospitals and Healthcare partners, Funeral Director Association, and Coroner's Office.
- b. Provide quarterly reports by the 10th calendar day after each quarter end date.
- c. Submit a Quarterly in-kind match report to DHEC.

2. DHEC shall:

- a. Provide guidance for how the grant money may be used based on the Capabilities and Functions defined by the SC Hospital Preparedness Program (SC HPP).
- b. Provide support for fulfilling the contract requirements.

B. TERM OF CONTRACT

This Contract will be effective when signed by all parties and shall terminate on June 30, 2017. Only work completed in accordance with Section A within the effective dates of the Contract will be compensated. Maximum term for this agreement is June 30, 2017.

C. COMPENSATION

1. DHEC agrees to reimburse the Contractor for the expense of services in Section A \$12,000.00.
2. In no event shall the total reimbursement under this Contract exceed \$12,000.00 during the budget period July 1, 2016 – June 30, 2017.
3. If the Contractor is found materially noncompliant during either a quarterly review, or the entire contract period, reimbursements will be withheld for that specific period. Material noncompliance includes but is not limited to failure to meet a deadline for filing of a report.
4. TRAVEL:
 - a. Contractor's travel expenses must be pre-approved in writing prior to date of 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 Section A of this Contract.
 - b. Contractor must submit lodging receipts showing a zero balance when seeking reimbursement.
 - c. Reimbursement for Contractor's travel expenses is made in accordance with the regulations established for State employee travel and in accordance with guidelines established by DHEC.
 - d. Reimbursement of Contractor's travel expenses, including room and board, incurred in connection with Section A of this Contract will be limited to the standard rates for State employee travel in effect during the period of this Contract and will be included within the maximum amount of the Contract.
 - e. 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>.
5. SOURCE OF FUNDS:

Funding for this Contract is contingent upon continued financial support from:

 - a. CFDA number: 93.074
 - b. Grant award notice title: HPP and PHEP Aligned Cooperative Agreements
 - c. Grant award notice number: NU90TP000551-05-00
 - d. Federal grantor (awarding) agency name: Office of the Assistant Secretary for Preparedness and Response (ASPR) and the Centers for Disease Control and Prevention (CDC)
 - e. Grant period of performance start and end date: July 1, 2016 – June 30, 2017
 - f. Award is not for Research and Development
 - g. DHEC's Point of Contact for financial information regarding payments made under this Contract:

Ronnie Belleggia, Bureau Director

Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201-1708

FUNDING FOR THIS CONTRACT IS SUBJECT TO THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA). Please refer to DHEC Policy B.413 for additional information regarding FFATA.

D. METHOD OF PAYMENT

The Contractor will submit a quarterly invoice for reimbursement of services rendered as outlined in Section A, as follows:

1. The quarterly invoice must be on the Contractor's company letterhead and include the name and address of the Contractor. In addition, the quarterly invoice must include:
 - a. DHEC Contract Number
 - b. Period covered by the invoice
 - c. Brief description of the services provided
 - d. Itemized list of expenses
 - e. Date when the expense was incurred
 - f. Total cost requested for reimbursement
2. The Contractor will submit supporting documentation with the quarterly invoice showing items received and payments made. Only items purchased in accordance with Section A will be considered for reimbursement. Acceptable supporting documentation can be found in the DHEC Contracting Partner Guide.
3. If the invoice includes travel expenses related to completion of contractual activities, accompanying documentation must include:
 - a. Date(s) and purpose of trip(s)
 - b. Departure and arrival times;
 - c. Miles traveled for ground travel and/or fares
 - d. Meals
 - e. Lodging receipts
 - f. Registration fees or other costs
4. Reimbursement will be for actual allowable costs incurred. Only expenditures incurred during the Contract period can be submitted for reimbursement.
5. Quarterly invoices will be received by DHEC by the 10th calendar day after each quarter end date. The *FINAL* invoice must be received by DHEC no later than July 5, 2017.

Requests for payment shall be submitted to the Program Contact:

Name: Melissa Simpson

Address: 220 McGee Road, Anderson S.C, 29625

Phone: (8640) 260-4358

Fax: (864) 222-3919

Email: Simpsomr@dhec.sc.gov

E. EVALUATION

1. Provide sign in sheets, training agenda and objectives from the Family Assistance Center Leadership conference to be held by June 30, 2017.
2. Each Contract will be reviewed quarterly for compliance.

F. TERMS AND CONDITIONS

1. **MINORITY BUSINESS:** Contractor must make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.

HOWEVER, if the Contractor is a hospital, use the following statement:

Does the hospital have a minority utilization plan? Yes ___ No ___

If response is no, is the hospital in the process of developing a plan? Yes ___ No ___

Hospital will submit quarterly to DHEC (DHEC Form 128) the dollar value of goods and services purchased from minority-owned businesses utilizing DHEC monies.

2. **SUBCONTRACTORS:** Contractor shall not subcontract any of the work or services covered by this Contract without DHEC's prior written approval.
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. A change in ownership of Contractor is considered an assignment.
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. **RECORDKEEPING, AUDITS, & INSPECTIONS:** Contractor shall create and maintain adequate records to document all matters covered by this Contract. Contractor shall retain all such records for six (6) years or other longer period required by law after the end of the Contract period, and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim, or 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 all litigation, claims, or audit findings involving the records have been resolved and final action taken. Contractor shall allow DHEC to inspect facilities and locations where activities under this Contract are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Contract with no further obligation on the part of DHEC.

Contractor must dispose of records containing DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether

recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Contractor or Contractor's employee or agent to be claimed as confidential or entitled to confidential treatment.

Contractor is responsible for the creation and maintenance of its own records in accordance with professional standards and for compliance with HIPAA, the South Carolina Physicians' Patient Records Act, and other laws. DHEC assumes no responsibility for the creation, maintenance, completeness, or accuracy of Contractor's records, or for compliance of any person or entity other than DHEC with HIPAA, the South Carolina Physicians' Patient Records Act, or other laws.

6. **TERMINATION:**

- a. Either party may terminate this Contract by providing thirty (30) days written notice of termination to the other party.
- b. DHEC funds for this Contract are payable from State and/or federal and/or other appropriations. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this Contract, it shall terminate without any further obligation by DHEC upon written notice to Contractor. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this Contract.
- c. DHEC may terminate this Contract for cause, default, or negligence on the Contractor's part 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, religion, color, 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. If coverage is claims-based, Contractor must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the Contract. Contractor may be required to name DHEC on its insurance policies as an additional insured and to

provide DHEC with satisfactory evidence of 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. **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. Contractor and Contractor's employees will comply with all professional rules of conduct applicable to the provision of services under the Contract.
11. **NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY:** Any term or condition of this Contract or any related agreements is void to the extent it: (1) requires DHEC to indemnify, defend, or pay attorney's fees to anyone for any reason; 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, equitable indemnification, or any other theory or claim.
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. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under 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 if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Contract, Contractor consents to jurisdiction in South Carolina and to venue pursuant to this Contract. 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, and is not a consent to the jurisdiction of any court or agency of any other state.

15. **DEBARMENT:** Contractor certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of Contracts by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Contract. If it is later determined that the Contractor knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the Contract for cause in addition to other remedies available.
16. **SERVICE OF PROCESS:** Contractor consents to service of process by certified mail (return receipt requested) to the address provided as the Contractor's 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 persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice 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

Name: Greenville County Emergency Management
Address: 206 S. Main Street, Greenville SC 29602
Telephone: (864) 467-2680
Fax: (864) 467-2684
Email: rmafziger@greenvillecounty.org

DHEC:

Name: Melissa Simpson
Address: 220 McGee Road, Anderson SC 29625
Telephone: (864) 260-4358
Fax: (864) 222-3919
Email: simpsonr@dhec.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

18. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable laws and regulations 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. 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.
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 DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this Contract. Any waiver must be in writing.
23. **PLACE OF CONTRACTING.** This Contract is deemed to be negotiated, made, and performed in the State of South Carolina.
24. **ATTACHMENTS/ADDENDA:** 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 DHEC'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 or Contractor's agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC 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. OTHER REPRESENTATIONS OF CONTRACTOR: Contractor represents and warrants:

- a. Contractor has the professional, technical, logistical, financial, and other ability to perform its obligations under this Contract.
- b. Contractor's execution and performance of this Contract do not violate or conflict with any other obligation of Contractor.
- c. Contractor has no conflict of interest with its obligations under this Contract.
- d. Contractor has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
- e. Contractor has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract.
- f. Contractor is a Emergency Services duly organized, validly existing and in good standing under the laws and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Contract.

27. 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.

28. SUBRECIPIENT AUDIT REQUIREMENTS: Subrecipients, except for-profit entities, must submit a certification of total federal and state grant expenditures upon request from DHEC. If Subrecipient expends \$750,000 or more in federal awards from all sources during the fiscal year, Subrecipient must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of 2 CFR Part 200, Subpart F.

[NOTE: This section does not apply to grants to for-profit entities. See 2 CFR §200.501(h).]

Subrecipient shall complete and submit the audit within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. - Subrecipient agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart F, 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 \$750,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F 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 subrecipient is prohibited from charging the cost of an audit to federal awards if the subrecipient expended less than \$750,000 from all sources of federal funding in the Contractor's fiscal year. If the subrecipient expends less than \$750,000 in federal funding from all sources in the subrecipient'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 Public Health Preparedness
220 McGee Road, Anderson SC 29625

If a subrecipient utilizes an indirect cost rate, the 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 Agreement.

For subrecipients of NEW federal grants of at least \$30,000, include the following:

29. FFATA REPORTING: As a recipient of federal funds, Subrecipient is 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. THE 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. *Subrecipient 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*

30. AUDIT: Subrecipients 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.

31. 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 grant funds to engage in lobbying activities, and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.
- 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.

c. 31 U.S.C. § 1352 certification (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

32. **COMPLIANCE REPORTS:** Contractors, who expend any funds obtained from, or passed through DHEC, must provide quarterly compliance reports outlining the status of the project, compliance with the scope of services, and documentation of expenditures to the

proper program area of DHEC. The Contractor is subject to site visits from DHEC to monitor compliance.

33. CONFIDENTIALITY:

- a. Contractor will comply with all confidentiality obligations under federal and state laws and DHEC policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Contractor or Contractor's employee or agent to be claimed as confidential or entitled to confidential treatment.
- b. Contractor will not, unless required to perform its responsibilities under this Contract or required by law (as determined by a court or other governmental body with authority):
 - i access, view, use, or disclose confidential information without written authorization from DHEC,;
 - ii discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
 - iii make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.
- c. Contractor will direct any request it receives for confidential information obtained through performance of services under this Contract, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Contracts Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt. If Contractor discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, Contractor must document the disclosure and make the documentation and authorization available for DHEC inspection and audit.
- d. Contractor must ensure that its employees, agents, and subcontractors who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Contractor must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Contract and applicable law. If Contractor is a business associate and will or may have access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), Contractor will sign and comply with DHEC's Business Associate Agreement (DHEC Form 0854) and protect PHI in compliance with HIPAA. DHEC may, in its discretion, require Contractor and

- Contractor's employees, agents, and subcontractors to sign DHEC Form #321A, the DHEC Contractor Confidentiality Agreement, to protect information contained in a particular DHEC program area.
- e. Contractor must immediately notify the DHEC Compliance Officer at 803-898-3318 and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this Contract. Contractor will promptly notify DHEC of any suspected or actual breach of security of an individual's personal identifying information under S.C. Code Section 1-11-490 and will assist DHEC in responding to the breach and fulfilling its notification obligations under applicable law, including S.C. Code Section 1-11-490.
 - f. Contractor's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Contract.
 - g. Contractor must treat **all** information, documents, and electronically stored information received from or through DHEC or generated by Contractor or DHEC in connection with the performance of this Contract as confidential information and must not disclose any such information or documents except as permitted by the Contract, and except to the extent DHEC authorizes the disclosure in writing or the disclosure is required by law (as determined by a court or other governmental body with authority).
34. PROVIDER-PATIENT RELATIONSHIP: DHEC does not, by virtue of entering into or performing this Contract, assume a provider-patient relationship with any person with whom DHEC does not otherwise have such a relationship. Persons receiving services from Contractor will be deemed Contractor's patients.
35. REVISIONS OF LAW: The provisions of the Contract are subject to revision of State or federal statutes and regulations and requirements governing all grants received from the US Department of Health and Human Services (HHS) Assistant Secretary for Preparedness and Response (ASPR) and Centers for Disease Control and Prevention (CDC).
36. EQUIPMENT TITLE: Title to any equipment, goods, software, or database whose acquisition cost is borne wholly or in part by this Contract shall vest in DHEC upon acquisition. Equipment purchased by grants received from the US Department of Health and Human Services (HHS) Assistant Secretary for Preparedness and Response (ASPR) and Centers for Disease Control and Prevention (CDC) are a state asset and can be called upon and deployed to other facilities.
37. LICENSE/ACCREDITATION: Contractor represents and warrants that Contractor and Contractor's employees and/or agents who will 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 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.

38. **INFORMATION SECURITY AWARENESS TRAINING:** Before any DHEC Information System access can be granted, Contractor must ensure that its employees and agents have been educated and trained regarding information security awareness pertaining to information and cyber security. Contractor will provide documentation of successful completion of this training to the Contracts Manager before initiating performance of this Contract. If this training has not been conducted, or documentation of training has not been provided, Contractor and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before initiating performance of this Contract.
39. **CERTIFICATION OF DESTRUCTION OF AGENCY DATA:** At the termination of this Contract, Contractor will provide DHEC, in writing, certification that all DHEC data provided to the Contractor has been removed from all Contractor systems, backups, media and electronic storage mechanisms at all locations and/or under the control of the Contractor. This includes all original data files, copies made of the data files, derivatives or subsets of the data files and any manipulated data files.
40. **INDEMNIFICATION:** "Claims" in this provision means a claim, demand, suit, cause of action, loss or liability. Notwithstanding any limitation in this Contract, and to the fullest extent permitted by law, Contractor shall defend, indemnify, and hold DHEC and its officers, directors, agents, and employees harmless from any Claims made by a third party for bodily injury, sickness, disease or death, defamation, invasion of privacy rights, breach of confidentiality obligations, infringement of intellectual property rights, or for injury to or destruction of tangible property arising out of or in connection with any act or omission of Contractor, in whole or in part, in the performance of services pursuant to this Contract. Further, Contractor shall defend and hold DHEC harmless from any claims against DHEC by a third party as a result of the Contractor's breach of this Contract, including any breach of confidentiality by a person to whom Contractor disclosed confidential information in violation of this Contract. Contractor shall not be liable for any claims by a third party proven to have arisen or resulted solely from the negligence of DHEC. This indemnification shall include reasonable expenses including attorney's fees incurred by defending such claims. DHEC shall provide timely written notice to Contractor of the assertion of the claims alleged to be covered under this clause. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the Contract.

41. IRAN DIVESTMENT ACT- CERTIFICATION. (a) The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at <http://procurement.sc.gov>. (b) By entering into this Contract, Contractor certifies that, as of the execution and effective date of the Contract, Contractor is not on the then-current version of the Iran Divestment Act List. This representation is a material inducement for DHEC to enter into this Contract.

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS. (a) Contractor must notify the DHEC Contracts Manager immediately if, at any time during the Contract term, Contractor is added to the Iran Divestment Act List established pursuant to S.C. Code Ann. Section 11-57-310. (b) Consistent with Section 11- 57-330(B), Contractor shall not contract with any person to perform a part of the services under this Contract, if, at the time Contractor enters into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

42. OPEN TRADE REPRESENTATION: Contractor represents that Contractor is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.

OPEN TRADE: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.

43. LIMITATION ON DHEC LIABILITY: In no case shall DHEC’s liability for any alleged breach of this Contract exceed the total Contract amount spent by DHEC through the time of the alleged breach.
44. TOBACCO-FREE CAMPUS POLICY: Use of all tobacco products, including smokeless tobacco and electronic cigarettes, is prohibited in any facility, on any property owned, or controlled by DHEC (including parking lots, parking garages, sidewalks, and breezeways.)

Contract No.: _____

Purchase Order No.: _____

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

South Carolina Department of
Health and Environmental Control

As to the Contracting Party

By: _____
Warren Edwards

By: _____
Joe Kernell

Upstate Public Health Preparedness Director

Greenville County Administrator

Date: _____

Date: _____

MAILING ADDRESS:
SC DHEC - Public Health Contracts
Bureau of Business Management
2600 Bull Street
Columbia, SC 29201

MAILING ADDRESS:
301 University Ridge, Suite 2400
Greenville, SC 29601

REMITTANCE ADDRESS (if different
from mailing address):

TAX/EMPLOYER ID # _____

TYPE OF ENTITY (check one):

- Corporation
- LLC
- Partnership
- Nonprofit organization
- Government agency or political
subdivision – specify state if not SC:

Other Governmental body (specify) _____

Individual/sole proprietor

Other (specify) _____

If a corporation, LLC, or nonprofit
organization:

State of incorporation/organization:

Registered agent and address in SC:

SCDLLR or other license #
