

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 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, 2013 - June 30, 2014).

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 contracting partner shall
 - a. Use the funds under this contract, not to exceed \$2,000.00, within project guidelines defined by the Upstate Region Healthcare Coalition, 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. Provide DHEC Upstate Office of Public Health Preparedness with applicable documentation of measureable outcomes as defined within Section D. Evaluation.
 - c. Participate in the Upstate Regional Healthcare Coalition meetings by attending a minimum of 80% of meetings during the contract period (10 meetings annually).
 - d. Be willing to share regional assets within the coalition as applicable, needed and/or requested by partners and approved by the regional PHP Director.
 - e. Participate and cooperate in state, regional and local planning, exercises and trainings as needed, or applicable, through active membership in the Upstate Regional Healthcare Coalition.

- f. Actively participate and respond to local needs should a public health emergency occur.
 - g. Work with DHEC Upstate Office of Public Health Preparedness to assess, plan, evaluate, and improve emergency preparedness based on 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.
 - h. Meet all requirements found in Section F. Terms and Conditions.
 - i. Maintain records for equipment and other items purchased with the ASPR SCHPP funds in accordance with the BP Year 2 (2013-14) "HPP-PHEP Guide for Contracting Partners and Regional Healthcare Coalitions". Each item should be tracked whether it is in use, broken or has been replaced. Contact the SCDHEC Upstate Emergency Preparedness Coordinator to receive permission to salvage broken or no longer needed items. Items purchased with HPP funds are considered to be regional assets.
 - j. Perform both the required and routine maintenance of all purchased equipment.
 - k. Upon the submission of the last invoice within this contract period and upon request, submit an inventory list of all items purchased with HPP grant funds using the form found in the "HPP-PHEP Guide for Contracting Partners and Regional Healthcare Coalitions."
 - l. ASPR requires South Carolina to provide 10% match documentation for the BP Year2 (2013-14). In order to document each hospital's "in-kind" contribution during the period of July 1, 2013 – June 30, 2014 the Match Documentation form should be completed and submitted with each invoice.
 - m. All requests for travel reimbursement should adhere to GSA lodging and DHEC meal and mileage guidelines as outlined in Travel Reimbursement section of the "HPP-PHEP Guide for Contracting Partners and Regional Healthcare Coalitions".
 - n. NIMS Compliance Statements for each facility should be submitted each year to the Upstate RHC Lead upon request.
 - o. Participate in local response activities, should an emergency occur.
 - p. Identify a source and plan for Alternate Care Sites (ACS) pursuant to DHEC guidance on medical surge and ACS or documentation of membership in SCMASA.
 - q. Participate in the SMARTT program to assure bed availability and allocation of valuable resources for emergencies and disasters.
2. DHEC shall
- a. Provide oversight for Regional HPP Grant Funds to include contracts and amendments, approved budget tools, reimbursement of funds according to Grant terms and conditions, and maintain all required documentation.
 - b. 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).

- c. Provide guidance and interpretation for hospital and regional planning based on the Capabilities and Functions defined by the SC Hospital Preparedness Program (SC HPP).
- 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, 2014. This contract is renewable for four additional one year periods contingent upon an annual review based on Evaluation Criteria listed in Section E, continuing financial support from funding source listed in section C and agreement by both parties. Internal deadlines will be clarified under the Scope of Services section within this contract. Only work done in accordance with the effective dates of the contract shall be compensated. Maximum term for this agreement is June 30, 2018.

C. COMPENSATION

1. DHEC agrees to compensate the Contractor for the provision of services in Section A in the amount up to \$2,000.00.
2. In no event will the total amount to be paid under the contract exceed **\$ 2,000.00** and payment is contingent upon continued financial support from:
 - U.S. Department of Health and Human Services (HHS)
 - Office of the Assistant Secretary for Preparedness and Response (ASPR), Centers for Disease Control (CDC), Coordinating Office For Terrorism Preparedness and Emergency Response (CTPER)
 - Grant No. 5U90TP000551-02
 - Budget Period July 1, 2013 through June 30, 2014
 - CFDA No. 93.074
3. DHEC's point of contact for financial information regarding payments made under this contract is:

Melissa Simpson
SCDHEC
220 McGee Rd
Anderson, SC 29625
864-260-4358

D. METHOD OF PAYMENT

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

1. 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.
2. 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 contractor's guide.
3. Reimbursement will be for actual allowable costs incurred. Only expenditures incurred during the contract period can be submitted for reimbursement. The invoice should be received by DHEC on or before the following dates: *12.30.2013, 3.30.2014, 6.30.2014*. The last invoice is due June 30, 2014.

Mail requests for payment to:

Melissa Simpson
SCDHEC
220 McGee Rd
Anderson, SC 29625
864-260-4358

EVALUATION

1. Performance of the specific tasks defined in the Scope of Services, Section A, 1. a-q.
2. **Project:** Mass Casualty Response, C1 F5
Activity: Attend the National Coalition Conference.
Output: Attend the National Coalition Conference. One of three members chosen to attend the conference, December 9-13, 2013.
Outcome: Expanded coalition knowledge gained in understanding the support objectives in the current grant cycle.
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 item 16.

E. TERMS AND CONDITIONS

1. The Contractor must agree to make positive efforts to use small and minority owned businesses and individuals. Use DHEC Form 128 for providing this information.

2. The Contractor may subcontract with a DHEC approved entity for execution of this contract's Scope of Services. Prior to entering into a subcontract, Contractor must send to DHEC a completed Hospital Preparedness Program Budget 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. Any change to this contract, is considered an amendment to the contract, which must be mutually agreed to and executed in the same manner as the contract. Changes to the approved budget that do not change the total amount allowed, do not require a contract amendment.
4. Records with respect to all matters covered by this contract shall be retained by the Contractor for 6 years after the end of the contract period, and shall be available for audit and inspection at any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the 6-year period, or if audit findings have not been resolved at the end of the 6-year period, the records shall be retained until resolution of the audit findings.
5. Termination:
 - a. Subject to the provisions contained below, this contract may be terminated by either party providing written notice of that intent to the other party thirty (30) days in advance.
 - b. Funds for this contract are payable from State and/or Federal and/or other appropriations as allowed by law. In the event sufficient appropriations are not available to pay the charges under this contract, it shall terminate immediately without any further obligation by DHEC.
 - c. DHEC may terminate this contract for cause, default or negligence on the part of the Contractor at any time without thirty days advance written notice.
6. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, disability, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
7. Each of the parties agrees to maintain professional, malpractice and general liability insurance, and may be required to provide the other with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its respective employees.
8. 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.

9. Travel:
- a. The Contractor's travel expenses, including room and board, incurred in connection with the services described in the Scope of Services will be limited to reimbursement at the standard State rate in effect during the period of this contract and will be included within the maximum amount of the contract.
 - b. The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.
 - c. When seeking reimbursement for overnight lodging the Contractor must submit lodging receipts showing a zero balance. If the travel was for attending a training/conference, a certificate of training needs to be submitted to verify that an individual attended. If the travel was for conducting a training or exercise, the Contractor must submit an attendance roster for reimbursement of expenses. Only persons described in the approved travel section of the budget form can be considered for reimbursement.
10. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this contract.
11. The contract, any dispute, claim, or controversy relating to the contract and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. All disputes, claims, or controversies relating to the contract shall be resolved in accordance with the South Carolina Procurement Code, Section 11-35-10 et seq, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina.
12. The Contractor certifies that they have not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.
13. Preventing and Reporting Fraud, Waste and Abuse.
- a. DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Contractor shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.
 - b. Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes "whistleblower" remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and DHEC's policies and procedures regarding false claims

may be obtained from the agency's Contracts Manager or Bureau of Business Management.

- c. Any employee, agent, or contractor of DHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.
 - d. If the Contractor, Contractor's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, South Carolina 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Contractor is required to inform Contractor's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency.
14. The parties agree that during the term of this contract, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein. The Contractor will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Contractor.
 15. DHEC shall have sole ownership and copyright for any tangible product (report, survey, film, etc.) developed under this contract. All items purchased with these funds remain subject to the requirements of the grant(s) until they are no longer needed or are unusable. An inventory form and written approval from a grant manager for transfer or disposal of property is required.
 16. Audits:
 - a. The Contractor including sub-recipient, except for-profit entities, whose fiscal year ends after December 31, 2003, shall have a single or program-specific audit conducted for that fiscal year if they expend \$500,000 or more in Federal awards from all sources during their fiscal year in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, dated June 27, 2003.
 - b. The Audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's reports(s), or nine months after the end of the audit period. The Contractor including sub-recipient agrees to send one copy of any audit conducted under the provisions of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, dated June 27, 2003, if applicable, to: **SC DHEC, Office of Internal Audits, 2600 Bull Street, Columbia, SC, 29201.**
 - c. Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DHEC's Office of Internal Audits.
 - d. Non-Federal entities that expend less than \$500,000 a year in total Federal awards, from all sources, are exempt from the Federal audit requirements of OMB Circular A-133 for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

- e. The Contractor including sub-recipient is prohibited from charging the cost of an audit to Federal awards if the Contractor expended less than \$500,000 from all sources of federal funding in the Contractor's fiscal year. If the Contractor expends less than \$500,000 in federal funding from all sources in the Contractor's fiscal year, but obtains an audit paid for by non-federal funding, then DHEC requests a copy of that audit to be sent to: **SC DHEC, Office of Public Health Preparedness, 2600 Bull Street, Columbia, S.C. 29201.**
- f. Sub-recipients, which utilize an indirect cost rate, must provide:
 - 1. A copy of the approved indirect cost rate letter from your federal cognizant agency.
 - OR**
 - 2. An indirect cost rate reviewed and approved by an external auditor in accordance with GAAP.

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

- 17. 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.
- 18. Contractors who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by the department raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DHEC pass through funds.
- 19. The provisions of this contract are contingent upon any possible revision of State or Federal regulations and requirements governing the ASPR and CDC grants, CFDA No. 93.074 for the period of July 1, 2013 through June 30, 2014.
- 20. Equipment:
 - a. All equipment purchased with federal grant funds remain the property of the federal government. (See paragraph 15 above.)
 - b. All equipment approved in the budget and purchased with federal grant funds can remain in the possession of the contractual partners as long as it is being used for the intended purpose and they remain a participant in the program.
 - c. The intended purpose for the equipment can be found in the justification section of the contract budget. In some specific cases the intended purpose of the equipment may include having the equipment available for use during emergencies, exercises, or training within a geographic region or state.
 - d. Contractual partners are considered participants in the program as long as they have a signed contract or MOA. Contractual Partners continue to be considered participants in the program during the interim between contracts. DHEC will formally notify contractual partners if they do not intend to renew the contract or MOA.

- e. For the purposes of this contract equipment is defined as tangible / non-consumable items with an initial purchase price of \$1,000 or more per item.
- f. Purchased equipment must be maintained and tested to insure that it is available for use when needed. Records and inventory of the purchase, location, and final disposition of the equipment must be maintained for 6 years and available for audit.
- g. When the custodian of the equipment is no longer a participant in the program or the equipment is no longer needed, becomes obsolete, or broken beyond repair, the DHEC program representative must be contacted for written instructions on disposition of the equipment.

21. Published Papers:

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

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

GREENVILLE COUNTY CORONER'S OFFICE

SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL, UPSTATE
PUBLIC HEALTH REGION

BY: _____
Signature

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

Title

DATE: _____

DATE: _____

WITNESS: _____

WITNESS: _____

CONTACT(S) and MAILING ADDRESS:

Attn: Jeff Fowler
1190 West Faris Rd.
Greenville, SC 29605

FEIN: 57-6000356

SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

CONTRACT AMENDMENT #1

WHEREAS, by contract dated November 8, 2013, the SC Department of Health and Environmental Control (DHEC) entered into an agreement with Greenville County Coroner's Office to fulfill the requirements of the Hospital Preparedness Program Cooperative Agreement Contract awarded to DHEC July 1, 2013 – June 30, 2014.

The purpose of this amendment is to increase the total amount which includes the cost of additional budget items as follows:

1. Utilize carry forward funds to increase the total amount requested from \$2,000.00 to \$47,000.00. The increase of \$45,000.00 will be used for the following:
Capability and Function: C5F1
Activity: Trailer with the equipment and capabilities for safe and efficient management of mass fatalities.
Output: Coordinate surges of deaths and human remains at healthcare organizations with community fatality management operations.
Outcome: This equipment will allow for safe and efficient management of mass fatalities in wilderness environments. It will assist with access, removal, and investigation.

WHEREAS, DHEC is desirous of amending said contract as follows:

Section C., Compensation #1 and #2: replace with the following language-

1. DHEC agrees to compensate the Grantee for the provision of services described in Section A in the amount of \$47,000.00 for the time period through June 30, 2014.
2. In no event will the total amount be paid under the Grant exceed \$47,000.00.

NOW THEREFORE, the referenced contract is amended as specified above provided that all other terms and conditions of the contract remain the same.

IN WITNESS WHEREOF the DHEC and Contractor have executed and delivered this amendment.

GREENVILLE COUNTY CORONER'S
OFFICE

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL CONTROL

BY: _____

BY: _____

Donald M. Peace, Ph.D., FACHE
Director of Public Health Preparedness

(Title)

(Date)

(Date)