

PURCHASE ORDER



SC Dpt of Health & Environmental Control

Purchasing Office
DHEC - PROCUREMENT SERVICES
Attn: Procurement Services Division
301 GERVAIS STREET
COLUMBIA SC 29201-3073
Phone:(803) 898-3501
Fax: (803) 898-3505

Invoice To:
DHEC - ACCOUNTS PAYABLE
COLUMBIA MILLS BUILDING
301 GERVAIS STREET
COLUMBIA SC 29201

Purchase Order: 4600860902 Date Issued: 11/15/2021 Validity - From: 11/15/2021 TO: 08/31/2023 PO Number must appear on all Invoices and Delivery Slips.	Payment Terms: within PE Days 0.000 Percent Discount.
Vendor: 7000160186 GREENVILLE COUNTY 301 UNIVERSITY RIDGE STE 200 GREENVILLE SC 29601 USA	Deliver To: The State of South Carolina DHEC - Mail & Supply Room 2100 Bull Street COLUMBIA SC 29201-2104 USA

INSTRUCTIONS TO VENDOR

Procurement Manager: Lisa Roland (803) 898-0533
rolandld@dhec.sc.gov

Program area contact: Susan Jackson (803) 898-7152
jacksosl@dhec.sc.gov

Contract Admin: Detica Morris (803) 896-1117
morrissda@dhec.sc.gov

CONTRACT NO. PI-22-008

Contract to provide specified toxicology reports associated with suspicious deaths as described in Contract No. PI-22-008. See pages 1 through 15 attached to the Purchase Order for the Scope of Services and Terms and Conditions of the Contract.

MAXIMUM CONTRACT PERIOD: This Contract shall be effective from November 15, 2021 and shall terminate on August 31, 2023.

TERM OF CONTRACT-EFFECTIVE DATE/INITIAL CONTRACT PERIOD: Initial Contract Period: November 15, 2021 through August 31, 2022..


Total dollar amount of the Purchase Order not to exceed \$129,222.00 (without prior written authorization from DHEC Division of Procurement Services)

Item No	QTY	Order UOM	Description	Unit Price	Amount
001	43,000.00	EA	CONTRACT NO. PI-22-008 Delivery Date:08/31/2022	1.0000	43,000.00

Subtotal: 43,000.00

Total Value: 43,000.00 USD

Created By: LISA ROLAND



Authorized Signature

If received electronically, printed name represents authorized signature for this document

All Sales to the State of South Carolina (SC) are subject to the SC sales and use tax laws, unless such sales are otherwise exempt. The Contractor/Vendor will collect such tax as required.

CONTRACT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
AND
COUNTY OF GREENVILLE

This Contract shall be between the South Carolina Department of Health and Environmental Control, Bureau of Population Health Data Analytics & Informatics (DHEC) and the County of Greenville (Contractor).

Purpose: DHEC will pay the Contractor for specified toxicology reports associated with suspicious deaths, described below. DHEC will utilize the information from such a report to assist in its response to investigation and prevention of opioid overdose-related deaths. Following de-identification, the data will be shared with the Centers for Disease Control as part of DHEC's participation in a grant.

The Parties to this Contract agree as follows:

A. SCOPE OF SERVICES:

The Contractor will:

1. Identify deaths occurring or discovered during this Contract which Contractor suspects were caused by drug overdose, such as deaths involving opioids, other psychoactive substances, and all drug poisoning circumstances ("Subject Deaths"). Subject Deaths should include those deaths associated with ICD-10 underlying cause of death codes X40-44 (unintentional) and Y10-14 (undetermined intent). Subject deaths should be identified by Contractor using professional guidelines and standards.
2. Conduct or order post-mortem comprehensive forensic toxicology testing of each Subject Death in accordance with the specifications and other terms set forth in Attachment A.
3. Maintain security and confidentiality of all data associated with Subject Deaths and require that any laboratory or other service provider involved in testing comply with confidentiality standards described in this Contract.
4. Deliver, via secure email, Contractor's identifying information, the decedent's full name, an identifying code for decedent which will be used on Contractor's invoice ("Linked Code"), date of birth, date of death, the toxicology report(s), and the associated laboratory invoice to Contractor for any toxicology testing. Secure email shall comply with DHEC IT standards. In the absence of compliant secure email delivery, Contractor must obtain advance approval from DHEC for the means of delivery
5. Submit a quarterly invoice to be received by DHEC no later than December 15, March 15, June 15, and September 15. Each such invoice must be addressed to DHEC at the address below for payment under the Contract. Each invoice must be issued on County Coroner Office letterhead and include a list of the Linked Codes for each included Subject Death.

DHEC Will:

1. Monitor secured email messages and content being received from Contractor and maintain security and confidentiality of all data associated with Subject Deaths as required by applicable law.
2. Review invoices received from Contractor and conduct any necessary inquiry with Contractor to verify or otherwise determine each such invoice is properly payable under this Contract.

B. TERM OF CONTRACT:

MAXIMUM CONTRACT PERIOD: This Contract will be effective **when all parties have signed** and shall terminate on **August 31, 2023**.

This Contract has one (1) mutual one-year option to renew.

TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD:

Initial Contract Period: This Contract will be effective **when all parties have signed** through **August 31, 2022**.

TERM OF CONTRACT / OPTION TO RENEW:

At the end of the initial term, and at the end of each renewal term, this Contract shall automatically renew for a period of one (1) year, unless Contractor receives notice that the state elects not to renew the Contract at least thirty (30) days prior to the date of renewal. Regardless, this Contract expires no later than the last date stated in the Maximum Contract Period which is **August 31, 2023**. Renewal is contingent upon funding availability and Contractor's satisfactory performance of the deliverables and requirements of this Contract. Only work done in accordance with the effective dates of the Contract will be compensated.

TERM OF CONTRACT/TERMINATION BY CONTRACTOR:

Contractor may terminate this Contract at the end of the initial term, or any renewal term, by providing the Procurement Office notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the current term.

C. COMPENSATION:

1. DHEC agrees to compensate the Contractor for the provision of the services described in Section A. in the amount up to **\$129,222.00** contingent upon availability of funding. The compensation will be as follows:
 - a. **\$86,148.00** for services provided **date of last signature** through **August 31, 2022**;
 - b. **\$43,074.00** for services provided **September 1, 2022** through **August 31, 2023**.
2. In no event will the total amount to be paid under this Contract exceed **\$129,222.00**
3. Source of Funds:
Source of funds for this Contract are Federal and this Contractor has been found not to be a subrecipient

- a. CFDA number (from the grant award notice): **93.136 - Injury Prevention and Control Research and State and Community Based Programs**
- b. Grant award notice title verbatim from the Grant award: **South Carolina Overdose Data-to-Action**
- c. Grant award notice title verbatim from the grant number: **6 NU17CE925021-01-03**
- d. Federal grantor (awarding) agency name: **Department of Health and Human Services, Centers for Disease Control and Prevention (DHHS CDC)**
- e. Grant period of performance start and end date: **September 01, 2019 to August 31, 2023**
- f. Research and Development: **Not Applicable**
- g. Subaward amount, if applicable: **\$129,222.00**
- h. DHEC's Point of Contact for financial information regarding payments made under this Contract:

Kimberly Paradeses, Bureau Director
Bureau of Financial Management
2600 Bull Street
Columbia, South Carolina, 29201

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 include the name and address of the Contractor, the Contract number, a brief description of the Scope of services, the period covered, an itemized listing of expenses incurred with categorical break-out of subtotals as required by DHEC, the total amount of the reimbursement, and supporting documentation for expenditures as required by DHEC.
2. Reimbursement will be for annual allowable cost incurred. Only expenditures incurred during the Contract period can be submitted for reimbursement. The invoice should be received by DHEC within fifteen (15) days after the end of each quarter.
3. Submit requests for payment to S. C. Department of Health and Environmental Control, Attn: Susan L. Jackson RN, MPH, Bureau of Population Health Data Analytics & Informatics, 2100 Bull Street, Columbia, SC 29201, E-mail: jacksosl@dhec.sc.gov.

E. REQUIRED REPORTING:

Financial Reporting:

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 submitted on the Contractors county letterhead and include the name and address of the Contractor. The quarterly invoice must be submitted by secure email or seek, and receive, prior approval from DHEC for another means of delivery. In addition, quarterly invoice must include:
 - a. DHEC Contract Number
 - b. Period covered by the invoice
 - c. Brief description of the services provided

- d. Itemized list for toxicology lab testing expenses with the "Linked Code" for each decedent-do not include decedent personal identifying information on the invoice.
 - e. Date when the expense was incurred
 - f. Total cost of request for reimbursement
2. The Contractor will submit supporting documentation with the quarterly invoice listing each decedent's full name, an identifying code for decedent which will be used on Contractor's invoice ("Linked Code"), date of birth, date of death, the toxicology report(s) and the toxicology laboratory invoice to Contractor. Only items purchased in accordance with Section A will be considered for reimbursement.
 3. Travel is not included in this contract.
 4. Reimbursement will be for actual allowable cost incurred. Only expenditures incurred during the Contract period can be submitted for reimbursement.
 5. Quarterly invoices will be received by DHEC by the 15th calendar day of December, March, June, and September. The FINAL invoice for each Contract year must be received by DHEC no later than September 15th following the Contract year.

F. TERMS AND CONDITIONS:

1. **MINORITY BUSINESS:** Contractor must make positive efforts to use small and minority owned businesses and individuals.
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 (three years for federal subrecipients) or other longer period required by law after termination, cancellation, or expiration of the Contract, and make records available for inspection and copying and audit at any time DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed or if audit findings have not been resolved at the end of the six-year or other 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 or materials required under this Contract 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 believed by Contractor or Contractor's employee or agent to be claimed as confidential or entitled to confidential treatment

6. TERMINATION:
 - a. Either party may terminate this Contract by providing thirty (30) calendar 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 upon written notice to Contractor without any further obligation by DHEC, except the obligation to pay for allowable expenses already incurred. 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, gender identity, sexual orientation, 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. If Contractor is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. 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, hold harmless, 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 of the other's employees, 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. Contractor's employees are not and shall not be considered DHEC employees.
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 and subject to the South Carolina Procurement Code, S.C. Code § 11-35-10 *et seq.*, shall be resolved in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430. Other claims must 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:

Michael Ward, MD
Chief Medical Examiner
County of Greenville
1190 West Faris Road
Greenville, South Carolina 29605
Phone: 864-522-1881
Email: Michael.ward@prismahealth.org

DHEC:

Susan L. Jackson RN, MPH
SC Violent Death Reporting System Program Manager
SC DHEC-Bureau of Population Health Data Analytics & Informatics
2100 Bull Street
Columbia, SC 29201
Phone: 803-898-7152
Email: jacksosl@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) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar 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 and grants 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/ENTIRE AGREEMENT:** Attachments, addenda, or other materials attached to the Contract are specifically incorporated into and made part of this Contract. This Contract, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Contract and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Contract take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties.
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, warrants, and covenants:
- (a) Contractor has and will maintain 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 and will 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 or grant and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract or grant, except as disclosed in Exhibit ____.
 - (f) Contractor is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed in Exhibit _____.
 - (g) Contractor is a [specify entity type, e.g., corporation/limited liability company/other _____] duly organized, validly existing and in good standing under the laws of _____ and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Contract.
27. COUNTERPARTS AND FACSIMILE SIGNATURES: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.
28. SURVIVAL: Clauses which by their nature require performance or forbearance after the Contract period will survive termination, cancellation, or expiration of the Contract unless expressly provided otherwise in the Contract or an amendment.
29. TIME: Unless specified otherwise: (a) "days" in this Contract means calendar days; (b) in computing any period of time prescribed or allowed by this Contract, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.
30. NO ENDORSEMENT: Nothing in this agreement may be interpreted to imply that the State of South Carolina or DHEC endorses any product, service, or policy of Contractor. Contractor will not take any action or make any statement, or request DHEC take any action or make any statement, that suggests or implies such an endorsement. Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Contracts Manager.
31. CONFLICT OF INTEREST: Contractor, as a non-Federal entity, must comply with 2 CFR §200.112 and §200.318 (c) (1). Contractor must comply with conflict-of-interest policies of the federal awarding agency and must disclose in writing any potential conflicts of interest to DHEC in accordance with applicable federal awarding agency policy. Contractor must maintain written

standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Contractor's officers, employees, and agents of may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Contractor may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Contractor's officers, employees, or agents.

If Contractor has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, Contractor must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

32. 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, the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191 as amended, 42 U.S.C. §§1320d-1329d-9, and the Health Information Technology for Economic and Clinical Health Act (HITECH), 42 U.S.C. §§17921-17953, and related 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 copy of confidential information or remove or transfer this information to any 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. If Contractor is a South Carolina public body subject to the Freedom of Information Act (FOIA), Contractor may disclose information to the extent required by FOIA without a court order, but will make reasonable efforts to consult with DHEC before any disclosure.
 - (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 104-191, as amended, 42 U.S.C. §§1320d-1329d-9, 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 803-898-9269, 1-888-843-3718, or at compliance@dhec.sc.gov; 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.
33. 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.

34. **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.
35. **HIPAA TRAINING:** Before participating in any DHEC clinical activity or rendering any service to DHEC and its clients under this Contract, Contractor will ensure that and its employees/agents are educated and trained regarding the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and related regulations pertaining to the privacy and security of protected health information (the HIPAA Privacy Rule.) 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.
36. **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.

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

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL
CONTROL

GREENVILLE COUNTY

BY: [Signature]
Procurement Officer

BY: [Signature]
Michael Ward, MD
Chief Medical Examiner

DATE: 11-15-21

DATE: 10/5/21

MAILING ADDRESS:
SC DHEC: Detica Morris
Bureau of Population, Health, and Informatics
Public Health Laboratory
8231 Parklane Rd
Columbia, SC29223

MAILING ADDRESS:
County of Greenville
301 University Ridge, Suite 200
Greenville, South Carolina 29605
Phone: 864-522-1881
Email: Michael.ward@prismahealth.org

REMITTANCE ADDRESS:
Michael Ward, MD
Chief Medical Examiner
1190 West Fairs Road
Greenville, SC 29605

TAX/#EMPLOYER ID: 57-6000356

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, partnership, nonprofit
organization, or other entity:
State of incorporation/organization: _____

Registered agent and address in South Carolina:

SCDLLR or other license # _____

Attachment A – Post-mortem Toxicological Testing Parameters

A.1 Minimum Level of Toxicology Testing

See *Box A.1 - Primary Toxicology Drug Screen* for the minimum level of toxicological testing for suspected opioid overdose deaths required for reimbursement. Testing must include screening and confirmatory/quantitative testing for commonly prescribed opioids, medications commonly co-prescribed with opioids such as benzodiazepines, illicit opioids such as fentanyl and heroin, and illicit drugs that commonly co-occur with prescription and illicit opioids, including cocaine and methamphetamine.

Box A.1 - Primary Toxicology Drug Screen
Immunoassay screen to include fentanyl, methadone, and methadone metabolite (EDDP) and a broad screen to detect any natural and semi-synthetic opioids (including oxycodone/oxymorphone). Substances commonly co-occurring with opioids should also be included such as amphetamines, benzodiazepines, cocaine and cocaine metabolites.
Drug identification and quantitation of:
– Amphetamine, Methamphetamine
– Alprazolam, Clonazepam, Diazepam, Nordiazepam, Oxazepam, Temazepam, Lorazepam
– Cocaine, Cocaethylene, Benzoyllecgonine
– Methadone, EDDP
– Fentanyl*
– Codeine, Hydrocodone, Hydromorphone, Morphine, Oxycodone, Oxymorphone, 6-Acetylmorphine

*Fentanyl-only analysis is not adequate in regions where fentanyl analogs or other illicit synthetic opioids such as U-47700 are prevalent.

A.2 Additional Toxicology Testing

For expanded toxicological testing also eligible for reimbursement, see *Box A.2.1 - Enhanced Toxicology Drug Screen*, *Box A.2.2 - Comprehensive Fentanyl Analog and other Illicit Synthetic Opioids Testing*

Box A.2.1 - Enhanced Toxicology Drug Screen
Immunoassay screen to include fentanyl, methadone, and methadone metabolite (EDDP) and a broad screen to detect any natural and semi-synthetic opioids (including oxycodone/oxymorphone). Substances commonly co-occurring with opioids should also be included such as amphetamines, benzodiazepines, cocaine and cocaine metabolites.
Comprehensive chromatographic-based screen and confirmatory analysis of common over-the-counter, prescription/therapeutic and illicit drugs; for example – antidepressants, antihistamines, antipsychotics, hallucinogens, sedatives and stimulants.
Fentanyl and fentanyl analog testing to include relevant analogs common to the region
Drug quantitation of all toxicologically-relevant drugs

Box A.2.2 - Comprehensive Fentanyl Analog and other Illicit Synthetic Opioids Testing *	
Fentanyl Analogs	Fentanyl Analogs (Continued)
Acetylfentanyl	para-Fluorofentanyl
Acrylfentanyl	Valerylfentanyl
Beta-hydroxythiofentanyl	4-Methoxybutyrylfentanyl
Butyrylfentanyl	4-Methylphenethyl Acetylfentanyl
Carfentanil	3-Methylfentanyl
Crotonylfentanyl	Fentanyl Precursor
Cyclopentylfentanyl	4-ANPP^
Cyclopropylfentanyl	Other Illicit Synthetic Opioids
Furanylfentanyl	AH-7921
Isobutyrylfentanyl	MT-45
Methoxyacetylfentanyl	U-47700
ortho-Fluorofentanyl	U-48800
para-Fluorobutyryl Fentanyl/FIBF	U-49900

*This list of fentanyl analogs and other illicit synthetic opioids will be updated as needed to reflect new identified fentanyl analogs or other synthetic opioids such as U-47700.

^Despropionylfentanyl, also known as 4-anilino-N-phenethylpiperidine (4-ANPP), is a fentanyl compound that can serve as a marker for illicitly manufactured fentanyl and fentanyl analogs because it is both a precursor and a metabolite of these illicit products (but not pharmaceutical fentanyl), while having low metabolic activity that does not contribute to overdose toxicity.