

COOPERATIVE AGREEMENT CONTRACT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
AND
GREENVILLE COUNTY OFFICE EMER MGMT

PURPOSE

The South Carolina Department of Health and Environmental Control (DHEC) enters into a Cooperative Agreement Contract with and GREENVILLE COUNTY OFFICE EMER MGMT (Contractor), to fulfill the requirements of the Cooperative Agreement Grant received from the US Department of Health and Human Services (HHS) Assistant Secretary for Preparedness and Response (ASPR) under the Catalog of Federal Domestic Assistance (CFDA) Number 93.889 awarded to DHEC from July 1, 2019 – June 30, 2024.

Under the South Carolina Hospital Preparedness Program (HPP) with the Bureau 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 capabilities outlined in the ASPR Health Care Preparedness and Response Capabilities document. This Contract will serve to establish the guidelines, roles, and responsibilities of each party.

A. SCOPE OF SERVICES

1. The Contractor shall:

The Contractor shall:

- a. Utilize funding from this Contract within project guidelines defined by the South Carolina Healthcare Preparedness Program, in alignment with the ASPR Healthcare Preparedness Program.
- b. Utilize funds not to exceed \$31,500 to acquire a MegaGo case which will provide wireless internet and phone capability to support multiple locations in the event of a disaster and a deployable device to support wireless telephone communications via VoIP for coalition partners.
- c. Provide a representative from Greenville County Emergency Management to attend regional Upstate Healthcare Coalition meetings to ensure coordination, communication and response with the region and state.
- d. Provide quarterly reports by the 10th calendar day after each quarter end date.

B. TERM OF CONTRACT

This Contract will be effective 07/01/2023 **or when signed by all parties, whichever is later** and shall terminate on 06/30/2024. Only work completed in accordance with Section A within

the effective dates of the Contract will be compensated. Maximum term for this agreement is 06/30/2024.

C. COMPENSATION

1. DHEC agrees to reimburse the Contractor for the expense of services in Section A \$31,500.00.
2. In no event shall the total reimbursement under this Contract exceed \$31,500.00 during the budget period July 1, 2023 – June 30, 2024.
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 funding and amount:

The current amount of funding per this Contract is \$31,500.00 from the following source:

 - a. CFDA number: 93.889
 - b. Grant award notice title: National Bioterrorism Hospital Preparedness Program
 - c. Grant award notice number: 5 U3REP190593-05-00
 - d. Unique Federal Award Identification Number (FAIN): U3REP190593
 - e. Federal grantor (awarding) agency name: Department of Health and Human Services Office of the Assistant Secretary for Preparedness and Response (ASPR)
 - f. Grant period of performance start and end date: July 1, 2019 – June 30, 2024
 - g. Contract is not for Research and Development
 - h. DHEC's Point of Contact for financial information regarding payments made under this Contract:

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

6. NO INTEREST OR LATE FEES - No interest or late payment charges will be paid except as provided by S.C. Code Section 11-35-45, which provides Contractor's exclusive means of recovering any type of interest from DHEC. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. DHEC shall not otherwise be liable for the payment of interest on any debt or claim arising out of or related to this Contract for any reason.

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, 2024**

Requests for payment shall be submitted to the Program Contact:

Wright, Amy
Upstate Region Office of Public Health Preparedness
352 Halton Road
Suite 301
Greenville, SC 29607
8649829652

E. EVALUATION

1. Each Contract will be reviewed quarterly for compliance.

F. TERMS AND CONDITIONS

1. **MINORITY BUSINESS:** To the extent Contractor must subcontract services or purchase materials for performance under this Contract, Contractor must make positive efforts to use small and minority- owned businesses or 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 executed by both parties.
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 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 required retention 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 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. DHEC may terminate this Contract by providing thirty (30) calendar days written notice of termination to the Contractor.
- 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, veteran status, pregnancy, 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.

Contractors that administer or provide DHEC programs, activities, and services are required to adopt policies and procedures that ensure individuals with disabilities are provided with an equal opportunity to participate and equally effective communication when accessing any DHEC-funded programs, activities and services.

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 three 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 PERFORMANCE:** Contractor will perform all services under this Contract 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. Contractor shall not take any action or make any statement that suggests or implies that Contractor or its employees are employees, agents, partners, or joint venturers of DHEC or have any right or authority to bind DHEC to any agreement with a third party or to incur any obligation or liability on behalf of DHEC except to the extent expressly authorized in this Contract.
13. **CHOICE OF LAW:** The Contract, any dispute, claim, or controversy relating to the Contract and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
14. **DISPUTES:** All disputes, claims, or controversies relating to the Contract and subject to the South Carolina Procurement Code, S.C. Code § 11-35-10 *et seq.*, must be resolved exclusively in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430. Other claims must only 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 exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Contract. Contractor agrees that any act by DHEC regarding the Contract is not a waiver by DHEC

of its sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and does not represent DHEC's 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:
GREENVILLE COUNTY OFFICE EMER MGMT
206 SOUTH MAIN STREET
GREENVILLE, SC 29602
msutton@greenvillecounty.org

DHEC:
Brandy Whitman
South Carolina Department of Health and Environmental Control
Upstate Region Office of Public Health Preparedness,
352 Halton Road
Suite 301
Greenville, SC 29607,
8649829652

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, or by mail to the named person's office.

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 without those attachments take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the 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 803-898-4869 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 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 on an exhibit to this contract.
 - f. Contractor is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed on an exhibit to 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:** Contractor will not take any action or make any statement, or request DHEC take any action or make any statement, that suggests or implies that DHEC or the State of South Carolina endorses Contractor or its services. 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 DHEC 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 of Contractor 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. **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.
33. **COMPLIANCE REPORTS:** Contractor/Grantee 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/Grantee is subject to site visits from DHEC to monitor compliance.
34. **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. DHEC may, in its discretion, require Contractor and Contractor's employees, agents, and subcontractors who will have access to confidential information by virtue of Contractor's performance hereunder to sign DHEC Form #321A, the DHEC Contractor Confidentiality Agreement, to protect information accessible to Contractor by its performance.
- (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.
- (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).
35. 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 health care services from Contractor will be deemed Contractor's patients.
36. 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).
37. 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) are the state and regional coalition asset(s) and can be requested and deployed to other regions of the state. Equipment may also be deployed to other states during emergency disasters when requested through the Emergency Management Assistance Compact (EMAC). Should there be any issues or questions regarding the request for, and deployment of equipment, DHEC shall make a determination as to the appropriateness for such request and deployment. DHEC's determination shall be considered final and Contractor shall immediately comply with DHEC's determination.

38. **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.
39. **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 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.
40. **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.
41. **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.

42. **INDEMNIFICATION:** “Claim” 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.
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).
45. **OWNERSHIP OF DATA:** Nothing in this Agreement shall be construed as granting Contractor any right, title, or interest in or to, or any license of any DHEC data. Ownership of all data remains with DHEC.

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 OFFICE EMER
MGMT

BY: *Warren Edwards*
J. Warren Edwards
Upstate PHP Director

BY: *Click or tap here to enter text.*
Joseph Kernell
Click or tap here to enter text.

DATE: 09/26/2023

DATE: Click or tap here to enter text.

MAILING ADDRESS:

Upstate Region Office of Public Health
Preparedness
352 Halton Road
Suite 301
Greenville, SC 29607
8649829652

MAILING ADDRESS:

206 SOUTH MAIN STREET
GREENVILLE, SC 29602

REMITTANCE ADDRESS:

Unknown
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 or LLC, or nonprofit organization:

State of incorporation/organization:

SC

Registered agent and address in South Carolina:

SCDLLR or other license #
