

FEDERAL SUBAWARD
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
AND
GREENVILLE COUNTY DETENTION CENTER

This Federal Subaward shall be between the South Carolina Department of Health and Environmental Control (DHEC a.k.a. Passthrough Entity) and Greenville County Detention Center (a.k.a. Subrecipient).

PURPOSE:

The purpose of this agreement is to assist confinement facilities in the need to combat COVID-19 in these high-risk settings by enabling Subrecipient to procure full body scanners to aid in screening and minimizing potential opportunities for exposure to limit transmission of COVID-19 in its confinement facility.

SCOPE OF SERVICES

Subrecipient shall purchase full body scanning equipment (“the Equipment”) satisfying the specifications and requirements below with minimum five-year warranty in accordance with the Method of Payment/Invoicing provision of this agreement:

1. The Equipment must meet the requirements in DHEC X-Ray Regulations 61-64 - Rules and Regulations for Radiation Control and allow operating procedures following all requirements of ANSI/HPS Standard N43.17. The equipment must have FDA-approved embedded thermal scanning and recording capability, allow the operator to maintain a six-foot distance from the subject with a minimum foot print, and be in inventory available for delivery.
2. The Equipment should also meet the security, scan speed, and footprint requirements of the Subrecipient.

Tek84 Intercept model is pre-approved as satisfying DHEC’s specifications. Subrecipient may purchase substantially equivalent full body scanners based on its individual needs.

Subrecipient must follow all applicable procurement procedures to procure scanners.

Subrecipient must allow the vendor to conduct a site visit of where the Equipment will be located and ensure that all necessary considerations are being met.

Subrecipient shall install and use the Equipment in accordance with DHEC regulations and manufacturer’s directions, including manufacturer’s recommended settings and frequency of use;

In accordance with the Method of Payment/Invoicing provision, Subrecipient shall submit invoice for advance payment to DHEC within 30 days of final signature of all parties on this Subaward, but no later than June 30, 2024, and Subrecipient shall procure the Equipment no later than July 31, 2024.

Subrecipient is solely responsible for procuring in accordance with its procurement requirements and properly installing, maintaining and operating the equipment. DHEC makes no representations or warranties concerning the Equipment, express or implied.

SOURCE OF FUNDING and AMOUNT

The current amount of funding per this subaward is \$218,700 from the following sources:

SOF1 CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) \$218,700

Attachment(s) SOF1 thru SOFx contains the federal award identification information as required by 2 CFR §200.331 (a) (1) and is incorporated into this subaward.

PROJECT PERIOD

The federal project period for SOF1 CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) began on 08/01/2019 and ends on 07/31/2024.

PERIOD OF PERFORMANCE

This Subaward shall become effective on March 1, 2024 or whenever all parties have signed, whichever is later and ends on July 31, 2024. Only work done in accordance with the effective dates of the Subaward will be compensated.

COMPENSATION

DHEC agrees to compensate the Subrecipient for the purchase of Equipment as described in the Scope of Services Section up to the amount of \$218,700.

Subrecipient shall submit all invoices and documentation in accordance with Method of Payment/Invoicing provision of this agreement.

In no event will the total amount to be paid under this Subaward exceed \$218,700, inclusive of the five year warranty and all expenses.

Budget Compensation will only be made for allowable costs consistent with the approved budget incorporated into this Subaward.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the \$5,000 capitalization level. Title will vest in accordance with the requirements of 2 CFR 200.313 and the SOF1.

Indirect Cost If Subrecipient utilizes an approved federally negotiated indirect cost rate, Subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency. Any Subrecipient that has never received and does not have a current negotiated indirect cost rate, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Subrecipient chooses to negotiate/re-negotiate a rate, which the non-Federal entity may do at any time. If chosen, the Subrecipient must submit the breakdown of the MTDC to DHEC.

Prior Approvals Subrecipient must obtain prior approval before obligating or expending Subaward funds for equipment, permanent improvements or any purchase above the simplified acquisition threshold. The simplified acquisition threshold is adjusted periodically for inflation. The current amount is \$250,000. Please

refer to the applicable Federal Acquisition Regulations (FAR) found at <https://www.acquisition.gov/sites/default/files/current/far/pdf/FAR.pdf>.

No revisions to the approved budget may be made without prior written approval from DHEC.

Subrecipient shall not subcontract any of the work or services covered by this Subaward without DHEC's prior written approval.

Subrecipient must obtain approval prior for the sale or replacement of any equipment purchased under this Subaward.

Prohibited Items No Subaward funds may be used for any purpose other than the purchase price of the Equipment.

Interest

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 Subrecipient's exclusive means of recovering any type of interest from DHEC. Subrecipient 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 Subaward for any reason.

METHOD OF PAYMENT/INVOICING

Advance Payment:

Within 30 days of final signature of all parties on this Subaward but no later than June 30, 2024, Subrecipient must submit an invoice to DHEC to request disbursement of funds for the Equipment. (Subrecipient may use its own invoice or may request a template if needed.) A distribution up to the maximum amount of \$218,700 will be provided to Subrecipient after Subrecipient provides a proper invoice.

To receive the distribution, Subrecipient will submit an invoice requesting the disbursement amount to the following contact:

Dr. Abdoulaye Diedhiou
Bureau of Communicable Disease Prevention and Control
2100 Bull Street
Columbia, SC 29201
diedhia@dhec.sc.gov

By no later than July 31, 2024, Subrecipient must place order for the Equipment. Equipment purchased after July 31, 2024 is not eligible for these funds, and the Subrecipient must return the advanced funds.

By September 13, 2024, Subrecipient must submit final receipts and completed purchasing documentation to DHEC contact directly above. Any remaining funds or advanced funding under this Subaward which is not supported by documentation of expense will need to be returned to DHEC by September 13, 2024. Subrecipient will remit such funds via check to the following address:

SCDHEC
Attn: Accounts Receivable
2600 Bull Street
Columbia, SC 29201

If Subrecipient does not receive the Equipment by September 13, 2024, Subrecipient must refund the funds to DHEC by that date.

Subrecipient should not pay vendor until Subrecipient has accepted the Equipment.

COMPLETION OF SERVICES - Any funds paid by DHEC and not used for completion of services in accordance with this Subaward shall be returned to DHEC.

REPORTING REQUIREMENTS

Subrecipient must notify DHEC in writing when the Equipment has been purchased, delivered and installed.

Annual Risk Assessment Survey

On an annual basis, Subrecipient will be required to complete and return a risk assessment survey.

Audit Verification

On an annual basis, Subrecipient will be required to complete and return a statement verifying Subrecipient's status as to the single audit requirement.

Audit Results

If a single audit, program specific audit, or agreed upon procedures engagement is conducted, Subrecipient will be required to submit the full text of the Schedule of Findings and Questioned Costs or the Auditors Report with the Corrective Action Plan.

Cost Allocation

If Subrecipient manages multiple funding sources, Subrecipient's cost allocation plan must be submitted upon request. Sufficient detail must be provided to address the different categories of expenditure in the approved budget.

FFATA

Funding for this Subaward may be subject to the Federal Funding Accountability and Transparency Act (FFATA).

If the annual value of this Subaward is equal to or greater than \$25,000 at any time during this Subaward period of performance, Subrecipient is required to complete and return the attached Subaward FFATA checklist. The completed FFATA checklist (if applicable) must be returned to prior to submitting the first invoice for payment.

If Subrecipient is required to complete the FFATA checklist, DO NOT enter this information into the Federal Reporting database. DHEC maintains that responsibility.

SAM (System for Award Management)

On an annual basis, Subrecipient is required to maintain an active registration in SAM. Failure to comply may result in a suspension of payments and possibly a termination of the Subaward.

ACCESS TO RECORDS

Subrecipient must permit DHEC and auditors to have access to Subrecipient's records and financial statements in order to meet the requirements of the Subaward. Subrecipient must allow DHEC and auditors to attend activities and events paid for or sponsored from this Subaward. Subrecipient must allow DHEC to inspect or monitor in person, activities performed in accordance with the scope of services and paid for or sponsored from this Subaward.

CLOSEOUT OF SUBAWARD

Subrecipient is responsible for implementing the necessary administrative actions to close-out the Subaward. Administrative actions may include but are not limited to:

- liquidate all obligations
- expenditure adjustments +/-
- refunding unobligated cash balances
- financial reporting
- program performance reporting
- accounting for real and personal property if applicable
- patent and invention certifications if applicable
- records retention
- perform audits

TERMS AND CONDITIONS

Subrecipient is responsible for the efficient and effective administration of the federal Subaward through the application of sound management practices. Subrecipient is responsible for administering federal funds in a manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. Subrecipient is responsible for understanding and maintaining compliance with the 2 CFR 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

MINORITY BUSINESS

To the extent Subrecipient must subcontract services or purchase materials for performance under this Subaward, Subrecipient must make positive efforts to use small and minority-owned businesses or individuals.

SUBCONTRACTORS Subrecipient shall not subcontract any of the work or services covered by this Subaward without DHEC's prior written approval.

ASSIGNMENT Subrecipient cannot assign nor transfer the Subaward 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 Subrecipient is considered an assignment.

AMENDMENTS The Subaward may only be amended by written agreement executed by both parties.

RECORD KEEPING, AUDITS, & INSPECTIONS Subrecipient shall create and maintain adequate records to document all matters covered by this Subaward. Subrecipient shall retain all such records for three (3) years or other longer period required by law after termination, cancellation, or expiration of the Subaward, 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. The Subrecipient shall allow DHEC to inspect facilities and locations where activities under this Subaward are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this Subaward may result in immediate termination of this Subaward with no further obligation on the part of DHEC.

Subrecipient 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 Subrecipient or Subrecipient's employee or agent to be claimed as confidential or entitled to confidential treatment.

TERMINATION DHEC may terminate this Subaward by providing thirty (30) calendar days written notice of termination to the Subrecipient.

Either party may terminate this Subaward by providing thirty (30) days written notice of termination to the other party.

DHEC funds for this Subaward are payable from federal sources. If funds are not granted or otherwise available to DHEC to pay the charges or fund activities under this Subaward, it shall terminate upon written notice to Subrecipient 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 granted specifically for the purposes of this Subaward.

DHEC may terminate this Subaward for cause, default, or negligence on Subrecipient's part at any time without thirty days advance written notice. Failure to comply with the terms and conditions of this Subaward may result in a delay in payment, request for additional documentation, audit, termination of the Subaward and prohibition of receiving additional awards from DHEC. DHEC may, at its option, allow Subrecipient a reasonable time to cure the default before termination.

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 Subaward on the grounds of race, religion, color, sex, age, national origin, disability, gender identity, sexual orientation, pregnancy, veteran's status, 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.

Subrecipients 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.

INSURANCE During the term of this Subaward, Subrecipient will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Subrecipient from the types of claims which may arise out of or result from Subrecipient's activities under the Subaward and for which Subrecipient 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 Subaward, and general liability insurance. If

coverage is claims-based, Subrecipient 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 Subaward. Subrecipient may be required to name DHEC on its insurance policies as an additional insured and to provide DHEC with satisfactory evidence of coverage. If Subrecipient 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. If Subrecipient 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.

DRUG FREE WORKPLACE By signing this Subaward, Subrecipient 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.

STANDARD OF PERFORMANCE Subrecipient will perform all services under this subaward with at least the ordinary care and skill customary in the profession or trade. Subrecipient and subrecipient's employees will comply with all professional rules of conduct applicable to the provision of services under the subaward.

NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY Any term or condition of this Subaward or any related agreements is void to the extent it: (1) requires the State of South Carolina or its agencies, employees, or political subdivisions 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, employees, or political subdivisions 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.

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 Subaward. 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 Subaward. Subrecipient's employees are not and shall not be considered DHEC employees. Subrecipient shall not take any action or make any statement that suggests or implies that Subrecipient 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 Subaward.

CHOICE OF LAW The Subaward, any dispute, claim, or controversy relating to the Subaward 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.

DISPUTES All disputes, claims, or controversies relating to the Subaward 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 Subaward, Subrecipient consents to exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Subaward. Subrecipient agrees that any act by DHEC regarding the Subaward 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.

DEBARMENT Subrecipient certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of subawards by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Subaward. If it is later determined that Subrecipient knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the Subaward for cause in addition to other remedies available.

SERVICE OF PROCESS Subrecipient consents to service of process by certified mail (return receipt requested) to the address provided as Subrecipient'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.

NOTICE All notices under this Subaward 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.

SUBRECIPIENT:

Greenville County Detention Center
20 McGee Street, Greenville, SC 29601
864-467-2326

DHEC PROGRAM:

Adboulaye Diedhiou, M.D.
2100 Bull Street, Columbia, SC 29201
(803)898-0933

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.

COMPLIANCE WITH LAWS Subrecipient shall comply with all applicable laws and regulations in the performance of this Subaward.

THIRD PARTY BENEFICIARY This Subaward 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 Subaward as a third party beneficiary or otherwise.

INSOLVENCY, BANKRUPTCY, DISSOLUTION (a) Notice. Subrecipient 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 Subaward. (b) Termination. This Subaward is voidable and subject to immediate termination by DHEC upon Subrecipient'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.

SEVERABILITY The invalidity or unenforceability of any provision of this Subaward shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

WAIVER DHEC does not waive any prior or subsequent breach of the terms of this Subaward by making payments on the Subaward, by failing to terminate the Subaward for lack of performance, or by failing to enforce any term of the Subaward. Only the DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this Subaward. Any waiver must be in writing.

PLACE OF CONTRACTING This Subaward is deemed to be negotiated, made, and performed in the State of South Carolina.

ATTACHMENTS/ADDENDA Attachments, addenda, or other materials attached to the Subaward are specifically incorporated into and made part of this Subaward. This Subaward, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Subaward and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Subaward 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 Subaward. Attachments include:

- Source of Funding (SOF)
- FFATA Checklist
- Budget
- Subaward Invoices and Supporting Documentation
- DHEC Overview of State of SC Travel Reimbursement Policies for Vendors and Subrecipients
- Risk Assessment

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, grantee 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 Grant Compliance Director 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 Subrecipient or Subrecipient'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. Subrecipient is required to inform Subrecipient's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Subrecipient must also inform Subrecipient'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.

OTHER REPRESENTATIONS OF SUBRECIPIENT Subrecipient represents, warrants, and covenants:

- (a) Subrecipient has and will maintain the professional, technical, logistical, financial, and other ability to perform its obligations under this Subaward.
- (b) Subrecipient's execution and performance of this Subaward do not and will not violate or conflict with any other obligation of Subrecipient.
- (c) Subrecipient has no conflict of interest with its obligations under this Subaward.
- (d) Subrecipient has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
- (e) Subrecipient 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 subaward or grant, except as disclosed on an Exhibit to this Subaward.
- (f) Subrecipient 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 Subaward.
- (g) Subrecipient is a government agency or political subdivision, duly organized, validly existing and in good standing under the laws of South Carolina and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Subaward.

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.

SURVIVAL Clauses which by their nature require performance or forbearance after the Subaward period will survive termination, cancellation, or expiration of the Subaward unless expressly provided otherwise in the Subaward or an amendment.

TIME Unless specified otherwise: (a) "days" in this Subaward means calendar days; (b) in computing any period of time prescribed or allowed by this Subaward, 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.

NO ENDORSEMENT Subrecipient 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 Subrecipient or its services. Subrecipient 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.

CONFLICT OF INTEREST Subrecipient, as a non-Federal entity, must comply with 2 CFR §200.112 and §200.318 (c) (1). Subrecipient 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. Subrecipient 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 Subrecipient may participate in the selection, award, or administration of a 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. Subrecipient's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipient 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 Subrecipient's officers, employees, or agents.

If Subrecipient has a parent, affiliate, or subsidiary organization that is not a state or local government or Indian tribe, Subrecipient 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, Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

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

Subrecipient shall complete and submit the audit within the earlier of 30 calendar days after receipt of the auditor's reports(s), or nine months after the end of the audit period. -Subrecipient agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart F, to:

SC Department of Health and Environmental Control
Director for the Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201

Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DHEC's Office of Internal Audits.

Non-federal entities that expend less than \$750,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F for that year, but records must be available for

review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

A subrecipient is prohibited from charging the cost of an audit to federal awards if the subrecipient expended less than \$750,000 from all sources of federal funding in the Subrecipient's fiscal year. If the subrecipient expends less than \$750,000 in federal funding from all sources in the subrecipient's fiscal year, but obtains an audit paid for by non-federal funding, then DHEC requests a copy of that audit to be sent to:

SC Department of Health and Environmental Control
Director for the Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201
Email: paradeko@dhec.sc.gov
Phone: (803) 898-3390

If a subrecipient utilizes an indirect cost rate, the subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency OR an indirect cost rate reviewed and approved by an external auditor in accordance with GAAP. Otherwise, only direct charges will be allowed under the terms and conditions of this Agreement.

FFATA REPORTING As a recipient of federal funds, Subrecipient is required to report the following minimum data elements to DHEC. Additional data elements may be required by subsequent OMB guidance or regulation.

(DO NOT ENTER THIS INFORMATION IN THE FEDERAL REPORTING DATABASE, ONLY REPORT IT BACK TO DHEC. THE DHEC BUREAU OF FINANCIAL MANAGEMENT IS RESPONSIBLE FOR REPORTING THIS INFORMATION TO THE FEDERAL GOVERNMENT.)

1. *Unique Entity Identifier (UEI) number*
2. *Contract number*
3. *Subrecipient name as registered in the Central Contractor Registration*
4. *Amount of award received*
5. *Total Amount of contract award*
6. *Date contract was signed by both parties*
7. *Total contract period*
8. *Physical location of primary place of performance*
 - a. *State*
 - b. *Population*
 - c. *City*
 - d. *Congressional District*
 - e. *County*
 - f. *Area of Benefit (i.e., state, county, city, school district)*
9. *Top 5 most highly compensated officers and their compensation*

AUDIT Subrecipients who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by DHEC raise

reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DHEC pass-through funds.

LOBBYING Contractors and Grantees, including subcontractors, sub grantees, and subrecipients who receive federal funds pursuant to this agreement, are prohibited from using any of the federal funds to engage in lobbying activities, and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.

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

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

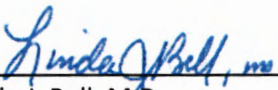
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. NOTE: These amounts are adjusted annually for inflation at 45 CFR part 102.

AGENCY REORGANIZATION: Pursuant to 2023 Act No. 60, as of July 1, 2024, all contractual rights and obligations of DHEC will be transferred to the Department of Public Health and/or Department of Environmental Services

("Successor Agencies") by operation of law. Grantee's or Subrecipient's rights and obligations shall continue without change and Grantee or Subrecipient shall perform in accordance with this Contract or Agreement except as instructed otherwise by the Successor Agencies. All references to the Department of Health and Environmental Control or DHEC in this Contract or Agreement shall be deemed to refer to the Successor Agencies as appropriate without the necessity of an amendment or any other action by the parties. In all other respects, this Contract or Agreement shall remain fully in effect after that time according to its terms unless and until amended.

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

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL GREENVILLE COUNTY DETENTION CENTER

BY: 
Linda J. Bell, M.D.
State Epidemiologist
Director, Bureau of Communicable
Disease Prevention and Control

BY: _____
Joseph M. Kernell
Greenville County Administrator

DATE: _____

DATE: _____

MAILING ADDRESS:
SC DHEC-Public Health Contracts
Angie Barnica
Bureau of Communicable Disease
Prevention & Control
2100 Bull Street
Columbia, SC 29201
803-898-1189

MAILING ADDRESS:
20 McGee Street
Greenville, SC 29601

REMITTANCE ADDRESS: (if different from mailing address)

TAX/EMPLOYER ID#: 57-6000356
UEI #: KPTBH7N118S8

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:

Registered agent and address in South Carolina:

SCDLLR or other license #
