CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

MEALS ON WHEELS GREENVILLE COUNTY

FOR THE PURCHASE AND PROVISION OF

Construction of Meals on Wheels facility

DATED AS OF

JULY 1, 2024

A2025000504A

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CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

MEALS ON WHEELS GREENVILLE COUNTY

FOR THE PURCHASE AND PROVISION OF Construction of Meals on Wheels facility

This Contract is entered into as of the first day of July 2024, by and between the South Carolina Department of Health and Human Services, 1801 Main Street, Post Office Box 8206, Columbia, South Carolina, 29202-8206, hereinafter referred to as "SCDHHS" and Meals on Wheels Greenville County, 15 Oregon Street, Greenville, South Carolina 29601, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, SCDHHS is the single state agency responsible for the administration in South Carolina of a program of Medical Assistance under Title XIX of the Social Security Act and makes all final decisions and determinations regarding the administration of the Medicaid program.

WHEREAS, the South Carolina General Assembly through Proviso 118.20 (B)(74) (Non-recurring Revenue) of the 2024-2025 South Carolina Appropriation Act authorized SCDHHS to provide funding for specific organizations.

WHEREAS, the South Carolina General Assembly established Proviso 117.21 (Organizations Receiving State Appropriations Report) of the 2024-2025 Appropriation Act requiring each organization receiving a contribution through the 2024-2025 Appropriation Act to meet certain standards and provide information as more specifically set forth herein;

WHEREAS, Contractor has provided to SCDHHS a plan of how the state funds will be spent and how the expenditures will provide a public benefit, as required by Proviso 117.21;

WHEREAS, Executive Order 2022-19 directs state agencies to disclose online detailed information about the entities who are receiving earmarked appropriations for the FY 2024-2025 Appropriation Act;

WHEREAS, Contractor represents and warrants that it meets the applicable standards to receive such funds and desires to perform the functions outlined in this Contract to further the objectives of SCDHHS programs; and

WHEREAS, Contractor represents and warrants that it does not practice discrimination against persons by virtue of race, creed, color or national origin and further that no funds received under this Contract will be used for purposes which discriminate against persons by virtue of race, creed, color or national origin.

NOW THEREFORE, the parties to this Contract, in consideration of the mutual promises, covenants, and stipulations set forth herein, agree as follows:

ARTICLE I

CONTRACT PERIOD

This Contract shall take effect on July 1, 2024, and shall, unless sooner terminated in accordance with Article VI, continue in full force and effect through June 30, 2025.

ARTICLE II

DEFINITION OF TERMS AND ACRONYMS

As used in this Contract, the following terms shall have the following defined meanings:

HIPAA: Health Insurance Portability and Accountability Act of 1996, as amended, along with its attendant regulations.

Policies: The general principles by which SCDHHS is guided in its management of the South Carolina State Plan for Medical Assistance, as further defined by SCDHHS promulgations and by state and federal rules and regulations.

Social Security Act: Title 42, United States Code, Chapter 7, as amended.

SCDHHS: South Carolina Department of Health and Human Services

SCDHHS Appeal Regulations: Regulations promulgated in accordance with S.C. Code Ann. §44-6-90 (2018), S.C. Code Ann. Regs. 126-150 et seq. (2011) and S.C. Code Ann. §§1-23-310 et seq. (2005).

South Carolina State Plan for Medical Assistance (State Plan): A comprehensive written commitment by SCDHHS, submitted under section 1902(a) of the Social Security Act, to administer or supervise the administration of the Medicaid Program in accordance with federal requirements.

Title XIX (Medicaid): Title 42, United States Code, Chapter 7, subchapter XIX, as amended. (42 U.S.C. §1396 et seq.)

USDHHS: United States Department of Health and Human Services

ARTICLE III

SCOPE OF SERVICES

For and in consideration of the promises herein made by SCDHHS, the Contractor agrees to provide the following:

A. Scope of Work

The contractor shall use funds for construction-related expenses to build a new facility for Meals on Wheels of Greenville County, South Carolina. The new facility will meet the growing needs of the homebound and seniors in Greenville County. The new facility will expand its capacity to operate all the programs that will reduce food insecurity, poor nutrition, and social isolation in the homebound and senior populations. Expanded programs will help prevent insecurity of food which otherwise causes congestive heart failure, heart attack, and depression.

B. Reporting

Pursuant to Proviso 117.21 of the 2024-2025 Appropriation Act, the Contractor shall provide quarterly spending updates after receiving the funds. The Contractor agrees to provide a report by June 30, 2025, that includes an accounting of how the funds were spent and the outcome measures used to determine the success of the stated goals.

The quarterly and year-end reports should be sent via email to innovations@scdhhs.gov and lynchjen@scdhhs.gov in a message entitled FY2025 Meals on Wheels Greenville County Report. Report shall not contain protected health information. This report will be provided by SCDHHS to the Executive Budget Office, the Chairman of the Senate Finance Committee and the Chairman of the House Ways and Means Committee. Pursuant to Executive Order 2022-19, all reports will be posted on the SCDHHS website for public viewing.

ARTICLE IV

CONDITIONS FOR REIMBURSEMENT BY SCDHHS

SCDHHS agrees to purchase from the Contractor and to pay for the services provided pursuant to this Contract in the manner and method herein stipulated:

A. Maximum Contract Value

SCDHHS shall pay to Contractor a lump sum of Two Million Dollars ($2,000,000) in state funds for services described in this Contract.

B. Payment Schedule

Pursuant to Proviso 118.20, this Contract is funded with nonrecurring revenue which will not be available until thirty (30) days after the close of the books on Fiscal Year 2023-24. This revenue is deemed to have occurred and is available for use in Fiscal Year 2024-25 after September 1, 2024, following the Comptroller General's close of the state's books on Fiscal Year 2023-24. Accordingly, Contractor shall invoice SCDHHS after September 1, 2024 for the items described

in Article III for the full yearly amount provided in Subsection A above.

C. Method of Payment

SCDHHS shall issue payment for a complete and accurate invoice in accordance with its accounts payable policies and as required by the South Carolina Consolidated Procurement Code.

The Contractor shall submit the invoice to:

Accounting Operations/Accounts Payable
South Carolina Department of Health and Human Services
1801 Main Street
Post Office Box 8206
Columbia, South Carolina 29202-8206

Email invoices to invoices@scdhhs.gov and to nitesh.parikh@scdhhs.gov

D. Invoice

Contractor must submit an invoice for the amount described in Article III, above. The invoice must include detailed supporting documentation and detailed description of services/work performed to justify payment under this contract. The description shall contain such specificity to enable the amounts to be tied to the services/work outlined above.

ARTICLE V

RECORDS AND AUDITS

A. Accuracy of Data and Reports

The Contractor shall certify that all statements, reports and claims, financial and otherwise, are true, accurate, and complete. Contractor shall not submit for payment any claims, invoices, statements, or reports which it knows, or has reason to know, are not properly prepared or payable pursuant to federal and state law, applicable regulations, this Contract, and SCDHHS policy.

1. Maintenance of Records

The Contractor must maintain an accounting system with supporting fiscal records adequate to assure that claims for funds are in accordance with this Contract and all applicable laws, regulations, and policies. The Contractor further agrees to retain all financial and programmatic records, supporting documents, and statistical records and other records of beneficiaries relating to the delivery of care or service under this Contract, and as further required by SCDHHS, for a period of five (5) years after last payment made under this Contract (including any amendments and/or extensions to this Contract). If any litigation, claim, or other actions involving the records have been initiated prior to the expiration of the five (5) year period, the records

shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the five (5) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

2. Inspection of Records

At any time during normal business hours and as often as SCDHHS, the State Auditor's Office, the State Attorney General's Office, and/or any of the designees of the above may deem necessary during the Contract period (including any amendments and/or extensions to this Contract) and for a period of five (5) years after last payment under this Contract, the Contractor shall make all program and financial records and service delivery sites open to the representatives of SCDHHS, the State Auditor, the State Attorney General's Office, and/or any designees of the above. SCDHHS, the State Auditor's Office, the State Attorney General's Office, and/or their designee(s)shall have the right to audit, review, examine and make copies, excerpts or transcripts from all records, contact and conduct private interviews with the Contractor's beneficiaries and employees, and do on-site reviews of all matters relating to service delivery as specified by this Contract. If any litigation, claim, or other action involving the records has been initiated prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the five (5) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

B. Audits

In the event an audit is performed and the audit report contains audit exceptions or disallowances, it is agreed by the parties hereto that the following procedures shall be used in making the appropriate audit adjustment(s):

1. Notice of Exceptions and Disallowances

Upon completion of an audit, the Contractor shall be furnished a written notice containing the adjustment for each exception and a statement of the amount disallowed for each exception. SCDHHS, the State Auditor's Office, or their designee shall make this determination. Such notice shall further state the total sum disallowed as a result of the audit and that payment is due to SCDHHS in the full amount of the sums disallowed. Notice will be sent to the Contractor by certified mail.

2. Disallowances - Appeals

In the event the Contractor disagrees with the audit exceptions and disallowances, it may seek administrative appeal of such matters in accordance with the SCDHHS appeals procedures. Judicial review of any final agency decision pursuant to this Contract shall be in accordance with S.C. Code Ann. §1-23-380 (2005) and shall be the sole and exclusive remedy available to either party except as otherwise provided herein. Provided, however, any administrative appeal shall be commenced by written notice as required by the SCDHHS appeals procedures.

Thirty (30) days after mailing of the notice of disallowance, all audit disallowances shall become final unless an appeal in accordance with SCDHHS appeals procedures has been filed. Payment shall be due and should be made upon notice of disallowance regardless of the filing of an appeal. Should the amount of the disallowance be reduced for any reason, SCDHHS will reimburse the Contractor for any excess amount previously paid. Additionally, any issue which could have been raised in an appeal shall be final and not subject to challenge by the Contractor in any other administrative or judicial proceeding if no appeal is filed within thirty (30) calendar days of the notice of determination.

3. Disallowed Sums, Set-off

Any provision for appeal notwithstanding, the Contractor and SCDHHS agree that, should any audit(s) result in disallowance to the Contractor all funds due SCDHHS are payable upon notice to the Contractor of the disallowance. SCDHHS is authorized to recoup any and all funds owed to SCDHHS by means of withholding and/or offsetting such funds against any and all sums of money for which SCDHHS may be obligated to the Contractor under any previous Contract and/or this Contract, or future Contracts. In the event there is no previous contractual relationship between the Contractor and SCDHHS, the disallowance shall be due and payable immediately upon notice to the Contractor of the disallowance.

4. Interest Provision

The Contractor and SCDHHS further agree that, in addition to the amount disallowed by audit being repaid to SCDHHS in accordance with this Section, the Contractor shall pay interest on the disallowed amount with said interest accruing from the thirtieth (30th) calendar day following the date of receipt by the Contractor of the final audit report. The interest to be paid by the Contractor to SCDHHS shall be at the current prime rate plus two percentage (2%) points as established on the thirtieth (30th) calendar day following the issuance of the final report.

ARTICLE VI

TERMINATION OF CONTRACT

A. Termination for Lack of Funds

The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of federal, state, and local funds for the funding of services and that this Contract shall be terminated if such funding ceases to be available. SCDHHS shall have the sole responsibility for determining the lack of availability of such federal, state, and local funds.

B. Termination for Noncompliance with the Drug Free Workplace Acts

In accordance with S. C. Code Ann. §44-107-60 (2018), and 2 CFR Part 182 (2022, as amended), this Contract is subject to immediate termination, suspension of payment, or both if the Contractor fails to comply with the terms of the State or Federal Drug Free Workplace Act.

C. Termination for Breach of Contract

This Contract may be canceled or terminated by either party at any time within the contract period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligations hereunder.

D. Insolvency

This Contract is voidable and subject to immediate termination by SCDHHS upon the Contractor's insolvency, including the filing of bankruptcy proceedings. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to SCDHHS. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed and the identity of the court in which the bankruptcy petition was filed. This obligation remains in effect until final payment under this Contract.

E. Termination by Either Party

Either party may terminate this Contract upon providing the other party with thirty (30) days written notice of termination.

F. Notice of Termination

In the event of any termination of this Contract under this Article, the party terminating the Contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt requested. If this Contract is terminated pursuant to Sections C and/or E of this Article, termination shall be effective thirty (30) days after the date of receipt unless otherwise provided by law. If this Contract is terminated pursuant to Sections A, B, and/or D of this Article, termination shall be effective upon receipt of such notice.

ARTICLE VII

APPEALS PROCEDURES

If any dispute shall arise under the terms of this Contract, the sole and exclusive remedy shall be the filing of a Notice of Appeal within thirty (30) days of receipt of written notice of SCDHHS' action or decision which forms the basis of the appeal. Administrative appeals shall be in accordance with SCDHHS' regulations at S.C. Code Ann. Regs. 126-150, et seq.(2011), and in accordance with the Administrative Procedures Act, S.C. Code Ann. §§1-23-310, et seq. (2005). Judicial review of any final SCDHHS administrative decisions shall be in accordance with S.C. Code Ann. §1-23-380 (2005).

ARTICLE VIII

COVENANTS AND CONDITIONS

In addition to all other stipulations, covenants, and conditions contained herein, the parties to this Contract agree to the following covenants and conditions:

A. Applicable Laws and Regulations

The Contractor agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

1. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et seq.).

2. Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d et seq.) and regulations issued pursuant thereto, 45 CFR Part 80 (2023, as amended), which provide that the Contractor must take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this Contract.

3. Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000e) in regard to employees or applicants for employment.

4. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. §794), which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto (45 CFR Part 84, 2023, as amended).

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

6. The Omnibus Budget Reconciliation Act of 1981, as amended P.L. 97-35, § 1908(a)(2), 95 Stat. 483, 542 (1981), which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

7. The Americans with Disabilities Act, (42 U.S.C. §12101 et seq.), and regulations issued pursuant thereto.

8. The Drug Free Workplace Acts, S.C. Code Ann. §§44-107-10 et seq. (2018), and the Federal Drug Free Workplace Act of 1988 as set forth in 2 CFR Part 182 (2023, as amended).

9. Section 6002 of the Solid Waste Disposal Act of 1965 as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6962).

B. Employees of Contractor

No services required to be provided under this Contract shall be provided by anyone other than the Contractor or the Contractor's subcontractor or trained volunteers without the prior approval of SCDHHS.

C. Information on Persons Convicted of Crimes

The Contractor agrees to furnish SCDHHS or to the USDHHS information related to any person convicted of a criminal offense under a program relating to Medicare (Title XVIII), Medicaid (Title XIX), the Social Services Block Grant program (Title XX) or the State Children's Health Insurance Program (Title XXI) as set forth in 42 CFR 455.106 (2023, as amended). Failure to comply with this requirement may lead to termination of this Contract.

D. Insurance

The Contractor shall maintain, throughout the performance of its obligations under this Contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this Contract. The Contractor shall be the named insured on the insurance policies required by this Section.

It shall be the responsibility of the Contractor to require any subcontractor to secure the same insurance as prescribed herein for the Contractor. In addition, the Contractor shall indemnify and save harmless SCDHHS from any liability arising out of the Contractor's untimely failure in securing adequate insurance coverage as prescribed herein. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal thereof.

E. Proof of Insurance

Any time, at the request of SCDHHS or its designee, the Contractor shall provide proof of insurance as required in the insurance section of this Article whereby the Contractor shall be the named insured on the insurance policy or policies.

F. Safeguarding Information

The Contractor shall safeguard the use and disclosure of information concerning applicants for or beneficiaries of Title XIX services in accordance with 42 CFR Part 431, Subpart F, (2023, as amended), SCDHHS' regulations at S.C. Code Ann. Regs. 126 - 170, et seq., (2011), and all other applicable state and federal laws and regulations and shall restrict access to, and use and disclosure of, such information in compliance with said laws and regulations.

G. Political Activity

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

H. Restrictions on Lobbying

In accordance with 31 U.S.C. §1352, funds received through this Contract may not be expended to pay 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 any of the following covered federal actions: 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. This restriction is applicable to all subcontractors.

I. Debarment/Suspension/Exclusion

The Contractor agrees to comply with all applicable provisions of 2 CRF Part 180 (2023, as amended) as supplemented by 2 CFR Part 376 (2023, as amended), pertaining to debarment and/or suspension and to require its subcontractors to comply with these same provisions to ensure that no party receiving funds from this Contract are listed on the government-wide exclusions in the System for Award Management (SAM).

J. Reporting of Fraudulent Activity

If at any time during the term of this Contract, the Contractor becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDHHS, a beneficiary of or applicant for services, an employee of the Contractor or SCDHHS, and/or subcontractor or its employees, has improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information shall be reported in confidence by the Contractor directly to SCDHHS.

K. Integration

This Contract shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect

whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved pursuant to Section S of this Article.

L. Governing Law

It is mutually understood and agreed that this Contract shall be governed by the laws of the State of South Carolina both as to interpretation and performance.

M. Severability

Any provision of this Contract prohibited by the laws of the State of South Carolina shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Contract.

N. Non-Waiver of Breach

The failure of SCDHHS at any time to require performance by the Contractor of any provision of this Contract or the continued payment of the Contractor by SCDHHS shall in no way affect the right of SCDHHS to enforce any provision of this Contract; nor shall the waiver by SCDHHS of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

O. Non-Waiver of Rights

SCDHHS and the Contractor hereby agree that the execution of and any performance pursuant to this Contract does not constitute a waiver, each to the other, of any claims, rights, or obligations which shall or have arisen by virtue of any previous agreement between the parties. Any such claims, rights, or obligations are hereby preserved, protected, and reserved.

P. Non-Assignability

No assignment or transfer of this Contract or of any rights hereunder by the Contractor shall be valid without the prior written consent of SCDHHS.

Q. Legal Services

No attorney-at-law shall be engaged through use of any funds provided by SCDHHS pursuant to the terms of this Contract. Further, with the exception of attorney's fees awarded in accordance with S.C. Code Ann. §15-77-300 (2005), SCDHHS shall under no circumstances become obligated to pay an attorney's fee or the costs of legal action to the Contractor. This covenant and condition shall apply to any and all suits, legal actions, and judicial appeals of whatever kind or nature to which the Contractor is a party.

R. Attorney's Fees

In the event that SCDHHS shall bring suit or action to compel performance of or to recover for any breach of any stipulation, covenant, or condition of this Contract, the Contractor shall and will pay to SCDHHS such attorney's fees as the court may adjudge reasonable in addition to the amount of judgment and costs.

S. Amendment

No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both parties hereto.

T. Amendment Due To The Unavailability of Funds

SCDHHS shall have the right to amend the total dollar amount reimbursed under this Contract, without the consent of the Contractor, when the amendment is due to the unavailability of funds and SCDHHS is responsible for providing the matching funds. SCDHHS shall have the sole authority to determine the percentage of any reduction in the dollar amount of this Contract. The amendment shall become effective thirty (30) days from the date of written notification from SCDHHS informing the Contractor of the reduction/amendment or upon the signature of both parties thereto, whichever is earlier. SCDHHS shall have the sole authority for determining lack of availability of such funds.

U. Subcontracts

Unless otherwise expressly authorized in writing, all services to be provided hereunder shall be provided by the Contractor. No subcontract for the provision of such services shall be entered into by the Contractor without the prior written approval of SCDHHS. Any subcontracts must be submitted to SCDHHS for written approval before reimbursement shall be made for services rendered thereunder. Subcontracts under this Contract shall be in writing and shall be subject to the terms and conditions of this Contract. The Contractor shall be solely responsible for the performance of any subcontractor.

V. Copyrights

If any copyrightable material is developed in the course of or under this Contract, SCDHHS shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for SCDHHS purposes.

W. Safety Precautions

SCDHHS and USDHHS assume no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed under this Contract. The Contractor shall take necessary steps to insure or protect its beneficiaries, itself, and its personnel. The Contractor agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

X. Titles

All titles used herein are for the purpose of clarification and shall not be construed to infer a contractual construction of language.

Y. Indemnification-Third Party Claims

Notwithstanding any limitation in this Contract, the Contractor shall defend and indemnify SCDHHS and all its respective officers, agents, and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party

which arises out of, or result in any way from, any defect in goods or services acquired hereunder or from any act or omission of the Contractor, its subcontractors, their employees, workmen, servants, or agents. The Contractor shall be given written notice of any suit or claim. SCDHHS shall allow the Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. SCDHHS shall allow the Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) the Contractor, and (ii) the settlement imposes no non-monetary obligation upon SCDHHS, The Contractor shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without prior written consent of SCDHHS. SCDHHS shall reasonably cooperate with the Contractor defense of such suit or claim. The obligations of this paragraph shall survive termination of this Contract.

Z. 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 Ann. §11-35-5300 (Supp. 2023).

AA. Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. The parties agree that this Contract may be delivered by facsimile or electronic mail with a copied signature having the same force and effect of a wet ink signature.

BB. Incorporation of Schedules/Appendices

All schedules/appendices referred to in this Contract are attached hereto, are expressly made a part hereof, and are incorporated as if fully set forth herein.

IN WITNESS WHEREOF, SCDHHS and the Contractor, by their authorized agents, have executed this Contract as of the first day of July 2024.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES	MEALS ON WHEELS GREENVILLE COUNTY
"SCDHHS"	"CONTRACTOR"
BY: *Eunice Medina*	BY: *Catriona Carlisle*
Eunice Medina	Authorized Signature
Interim Director	
	Catriona Carlisle
	Print Name