

**Memorandum of Understanding  
between  
Franklin C. Fetter Family Health Center, Inc.  
and  
Charleston/Dorchester Mental Health Center**

*THIS AGREEMENT* is made and entered into this 1<sup>st</sup> day of March, 2011 by and between the Franklin C. Fetter Family Health Center, Inc., hereinafter called "Fetter", and the Charleston/Dorchester Mental Health Center, hereinafter called "CDMHC."

*THAT WHEREAS*, Fetter wishes to have specialized behavioral health services available to its clients,

*AND WHEREAS*, the CDMHC is willing to provide specialized behavioral health clinical consultation and treatment services to Fetter clients,

*NOW THEREFORE*, in consideration of mutual promises and covenants, the parties agree as follows:

**I. Responsibilities of the CDMHC:**

- A. Assign an appropriately credentialed mental health clinician to provide behavioral health assessment, counseling, case management, consultation, and patient education to clients referred by Fetter for behavioral health services and consultation.
- B. These position(s) will be clinically supervised by CDMHC and scheduled at various Fetter service delivery sites mutually agreed upon by CDMHC and Fetter.
- C. Agree to follow generally accepted professional standards, protocols, and guidelines governing the provision of any services.
- D. Comply with CDMHC and SC Department of Mental Health (DMH) applicable quality assurance, documentation, records management, billing, continuity of care, confidentiality, and patient care standards, guidelines, policies, and procedures.
- E. Assist with the development of routine and specialized reports and evaluations regarding program operations, efficiency, effectiveness, and client

satisfaction.

- F. Appoint an individual to serve as administrative liaison to Fetter.
- G. Agrees to provide Workers Compensation, General Liability, Automobile Liability (when driving a CDMHC vehicle), and Professional Liability (malpractice) insurance through the State of South Carolina Insurance Reserve Fund. Nothing in this agreement, is to be interpreted as a requirement that CDMHC or DMH insure, indemnify or hold harmless anyone else against any claims or disputes arising from this agreement, nor as a waiver of any defenses, claims or immunities available to CDMHC or DMH.
- H. Will comply with all federal, state, and local laws, rules, regulations, and protocols, including those of the South Carolina Department of Mental Health and CDMHC.

## II. Responsibilities of Fetter:

- A. Maintain generally accepted professional and quality standards and comply with all applicable federal, state, and local regulations regarding the provision of healthcare and behavioral health services.
- B. Provide adequate orientation to ensure CDMHC staff assigned to the Fetter system are familiar with the Fetter healthcare system and any applicable policies, procedures, and guidelines.
- C. Provide adequate parking, office area, and space for personal belongings.
- D. Appoint an individual to serve as administrative liaison to CDMHC.

## III. Mutual Responsibilities of Fetter and CDMHC:

- A. Agree to make available to the other, appropriate client/patient treatment, payment, and healthcare operations information, written, verbally or electronically, to include, but not restricted to, clinical and medication records, service plans, correspondence, admission and discharge data, and financial information. Any exchange of such information shall comply with all applicable federal, state, and local laws, rules, and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as the policies and procedures of each organization.

- B. Agree to ensure the confidentiality and security of protected client/patient information, including the safeguarding of written and electronic materials and to comply with applicable federal, state, and local laws, rules, and regulations including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as the policies and procedures of each organization.

IV. Term:

- A. The initial contract term shall be from **March 1, 2011, to March 1, 2012** and will automatically extend on the expiration date for up to two (2) additional one (1) year periods.
- B. This agreement may be terminated by either party with thirty (30) days written notice prior to the effective date of such termination.

V. Acceptance of the Agreement:

This agreement shall not be considered accepted, approved, or otherwise effective until the statutorily or administratively required approvals and certifications, if any, have been given.

VI. Modifications:

The parties agree to the full and complete performance of the mutual covenants contained herein and that this agreement constitutes the sole, full and complete agreement by and between the parties; and no amendments, changes, additions, deletions, or modifications to or of this agreement shall be valid unless reduced to writing, signed by the parties and attached hereto.

VII. Incorporation:

This contract incorporates the attached SCDMH "COVENANTS AND CONDITIONS" and "BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT."

IN TESTIMONY WHEREOF, the hands and seal of the parties are affixed hereto:

Deborah S. Blalock 03/15/11  
Deborah S. Blalock, M.Ed., L.P.C.S. Date  
Executive Director  
CDMHC

Ronald A. Ravenell 3/30/2011  
Ronald Ravenell Date  
Executive Director  
Fetter

Diann Welch 03/15/11  
Witness Date

Edna H. Rivers 3/30/2011  
Witness Date

## **SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH (SCDMH) COVENANTS AND CONDITIONS (1 page)**

This is made a part of the attached contract (Contract) with SCDMH, including its inpatient or outpatient facilities or other component. Combined with the Contract and all identified and attached exhibits/appendices, this is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment, or subsequent novation, renewal, addition, deletion, or other amendment is without force or effect, unless embodied in a written contract signed by the Parties. If any Contract term or obligation is in conflict with this document, this document shall control. The party contracting with SCDMH shall as applicable:


1. Comply with Applicable Law Including. Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d & 2000e); 45 CFR Part 80; § 504 of the Rehabilitation Act of 1973; 45 CFR Part 84; Age Discrimination Act of 1975; 42 U.S.C. 6101 et seq.; Omnibus Budget Reconciliation Act of 1981; Americans with Disabilities Act; 42 CFR Parts 35 & 36; Federal Drug Free Workplace Act of 1988 & §44-107-10 et seq. S.C. Code; HIPAA, 45 CFR Part 160 et seq.; and 42 CFR Part 2; §44-22-100, S.C. Code.
2. Ownership. Unless specific Contract or public grant terms require otherwise, SCDMH shall have ownership, title, copyright or other right to any property purchased or developed with Contract funds. Contractor shall not publish any reports, data or other material or information related to Contract services without prior SCDMH written permission.
3. Non-Waiver of Breach/Rights. Execution and any performance of any Contract provision, or continued payment, shall not affect the SCDMH/s right to enforce the Contract. Nor shall the waiver by SCDMH of any Contract breach be considered as waiver of any succeeding breach of such provision, or as a waiver of the provision. All rights or obligations are preserved, protected, and reserved.
4. Governing Law and Place of Suit /Other Dispute Resolution. The Contract is governed by South Carolina law and any legal action, suit, proceeding or other dispute resolution activity arising from the Contract shall be instituted only in the courts of South Carolina.
5. Subcontracts and Non-Assignability. No sub-contract for Contract services or assignment of the Contract or Contract rights shall be valid without written SCDMH consent. Regardless, the Contractor shall at all times be solely responsible for Contract performance.
6. Records Retention & Right to Audit. SCDMH and other public agency having audit authority over the Contract shall have the right to audit Contractor books, records and other documents as they pertain to the Contract, independent of and pursuant to, §11-35-2220, S.C. Code. Such documents shall be maintained for a period of three (3) years from the date of final payment under the contract.
7. Corporate Compliance: As applicable, conform to SCDMH and Contractor credentialing and privileging, and Corporate Compliance requirements, as well as Compliance Guidance issued by the OIG USDHHS. Contractor will not employ persons listed on the OIG's Cumulative Sanctions Report or Excluded Parties List System (<http://exclusions.oig.hhs.gov/> <https://www.epls.gov/>). Contractor will adopt SCDMH policies regarding §6032 of the Deficit Reduction Act of 2005 as stated in DMH S&P No.1. ([http://www.state.sc.us/dmh/policies/corp\\_comply/6032.pdf](http://www.state.sc.us/dmh/policies/corp_comply/6032.pdf)).
8. Confidential Information. If Contract services involve the review or use of SCDMH plans, reports, financial information, attorney work products, personal, and/or other proprietary or confidential information, Contractor shall use or disclose such information only as necessary to perform Contract Services or otherwise with applicable written permission or as required by law.
9. Political Activity. No Contract funds, materials, property, or services shall be used for any partisan, political activity, or to further the election or defeat of any candidate for public office or any activity in violation of the "Hatch Act".
10. Attorney's Fees and Legal Services. No attorney shall be engaged through the use of any Contract funds. Subject to §15-77-300, S.C. Code, SCDMH shall not be obligated to pay attorney's fees or the cost of legal action arising from this Contract.
11. Disclaimer. No Contractor employee providing services under the Contract shall be deemed as an employee of SCDMH. Nothing in the Contract shall be interpreted as creating any employment, agency, partnership, joint venture, or any other similar relationship between the parties. Neither party shall make any representation or statement to any person or entity inconsistent with the Contract.
12. Terms or Clauses Without Effect: If contained in the Contract, the following terms or obligations are of no effect if they require (and the Contract will not be interpreted as requiring) that SCDMH: submit to the jurisdiction of another state's laws and/or courts; indemnify Contractor or other party; or waive any interest, right, immunity or defense that SCDMH may have under applicable law.

**SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH (SCDMH)  
BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT**

SCDMH or its inpatient/outpatient facility/component (SCDMH) and Franklin C. Fetter Family Health Center, Inc., a contractor of services to SCDMH (Contractor) will comply with applicable law including laws related to the privacy of written, verbal, electronic or other information, identifying a SCDMH patient or client (Protected Information). In providing services to SCDMH and receiving, storing, transmitting, processing, disclosing or otherwise using Protected Information related to those services, the Contractor agrees to:

- 1) Comply with all applicable law protecting the privacy or confidentiality of Protected Information specifically including the Health Insurance Portability and Accountability Act of 1996 (HIPAA 45 CFR Part 160 et seq.), §44-22-100; Code of Laws of South Carolina, pertaining to confidentiality of information identifying SCDMH present or former patients or clients or persons for whom commitment has been sought; and if also applicable, 42 CFR Part 2, pertaining to confidentiality of alcohol & drug program patient records (Applicable Law).
- 2) Resist all efforts in judicial proceedings to obtain access to Protected Information except as specifically provided for by Applicable Law (including applicable provisions of 42 CFR Part 2).
- 3) Use appropriate safeguards to prevent the unauthorized use or disclosure of Protected Information.
- 4) Report known un-permitted use or disclosure of Protected Information to SCDMH.
- 5) Ensure that its employees, officials, agents or subcontractors, to whom it provides Protected Information, agree to the same terms, restrictions and conditions that apply to this Agreement.
- 6) Provide access to Protected Information to SCDMH or an individual as directed by SCDMH, to meet the requirements of Applicable Law, including patient right to access and copy their own Protected Information.
- 7) Amend Protected Information as directed by SCDMH in accord with Applicable Law.
- 8) Make available its internal practices, records, policies, and procedures relating to the use and disclosure of Protected Information, received from SCDMH or created or received by Contractor on behalf of SCDMH, to SCDMH, DHHS or otherwise as required by Applicable Law.
- 9) Document and provide copies of all disclosures of Protected Information needed for Contractor and/or SCDMH to respond to a request by an individual for an accounting of disclosure in accord with Applicable Law.
- 10) Acknowledge that SCDMH may terminate this Agreement upon Contractor breach.
- 11) Upon termination of this Agreement for any reason, return or destroy all Protected Information received or created pursuant to this Agreement, including Protected Information in the possession of employees, officials, agents and/or subcontractors and retain no copies of the Protected Information.
- 12) If applicable upon termination, notify SCDMH of conditions that make return or destruction infeasible, and as long as it maintains the Protected Information, extend the protections in this Agreement to the Protected Information and limit further use and disclosure to purposes that make the return or destruction infeasible.

  
For Franklin C. Fetter Family Health Center, Inc.      3/30/2011      Date

  
For SCDMH      03/15/11      Date