

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

____ HOSPITAL

I. PURPOSE

The South Carolina Department of Health and Environmental Control (hereafter DHEC) and ____ Hospital (hereafter ____) hereby enter into this Memorandum of Agreement (hereafter MOA) for the purpose of working on a project to identify the type of fentanyl analogs in use in the South Carolina sub-population of opioid users served by the ____.

II. BACKGROUND

DHEC is a grantee of the Centers for Disease Control and Prevention (CDC) Cooperative Agreement for Emergency Response: Opioid Public Health Crisis Response [CDC-RFA-TP18-1802]. One aim of the SC Public Health Laboratory (PHL) is to participate in biomonitoring/bio-surveillance involving the analysis of clinical specimens from targeted South Carolina populations to detect exposure to chemical toxins. Thus, as a part of the CDC grant funded SC response to the opioid crisis, a PHL project was developed to analyze specimens for exposure to opioids, specifically fentanyl and fentanyl analogs, in targeted SC populations. The data produced will provide evidence for data-driven decision-making for DHEC programs.

III. LEGAL AUTHORITY

The Department of Health and Environmental Control shall make all necessary inquiries and investigations relating to the sale of drugs and the adulteration thereof in the interest of the public health. For such purpose it may appoint inspectors, analysts and chemists. The Department shall adopt such measures as it may deem necessary to facilitate the enforcement of Chapter 53 of Title 44. (Section 44-53-10).

IV. SCOPE OF SERVICES

A. Responsibilities of DHEC. Under the terms of this MOA, DHEC shall be responsible for:

1. Supplying shipping supplies to ____ for the purpose of sending urine specimens to the PHL.
2. Performing qualitative analysis for the presence of twenty fentanyl related compounds in de-identified specimens from potential overdose patients who presented in the emergency department of ____.
3. Disposing of residual specimens after the analysis at the PHL.
4. Presenting to ____ a project summary at the completion of the study on the aggregate data of what fentanyl related compounds were present in the specimens analyzed.

B. Responsibilities of _____. Under the terms of this MOA, _____ shall be responsible for:

1. Assessing whether residual emergency department urine specimens are applicable to this project, based on the suspected exposure to opioids.
2. Removing all identifying demographic information, including but not limited to name, age, sex, race, and address from the residual urine specimens designated for shipment to the PHL.
3. Freezing de-identified residual urine specimens until ready to ship.
4. Securing the integrity of the specimens by packaging in a manner that prevents leaks, contamination, and other types of damage.
5. Shipping to the PHL at the address provided below de-identified residual urine specimens from potential overdose patients who presented in the emergency department.

SCDHEC Public Health Laboratory
James A. Hayne Building
8231 Parklane Road
Columbia, SC 29223

V. TERMS AND CONDITIONS

A. EFFECTIVE DATES.

This MOA shall be effective on (Today's Date) or when all parties have signed, whichever is later, and will terminate on August 31, 2023 or upon expiration of the grant, whichever comes first.

B. TERMINATION.

1. This MOA may be terminated by either party providing thirty (30) calendar days advance written notice of termination to the other party.
2. DHEC may terminate this MOA for cause, default, or negligence on the part of the other party at any time without thirty (30) calendar days' advance written notice. DHEC may, at its option, allow other party a reasonable time to cure the default before termination.

C. AMENDMENTS.

The MOA may only be amended by written agreement of all parties, which must be executed in the same manner as the MOA.

D. CONFIDENTIALITY.

Contractor will not seek, obtain, accept, or retain any confidential information in the performance of this Contract. If Contractor becomes aware that any of its employees, agents, or subcontractors has had access to DHEC confidential information or documents, inadvertently or otherwise, Contractor will immediately notify DHEC, terminate any such access, ensure that no copies are made of any documents containing any such information, maintain the confidentiality of the information, neither use nor disclose the information, and follow DHEC's instructions concerning protection and disposition of the information. Confidential information includes 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 ___ or ___'s employee or agent to be claimed as confidential or entitled to confidential treatment.

E. RECORDKEEPING and AUDITS.

___ shall create and maintain adequate records to document all matters covered by this MOA, as deemed necessary by ___. ___ shall retain all such records for six (6) years after the end of the MOA period, and make records available for inspection and audit at any time DHEC deems necessary.

F. LIABILITY, NO AGENCY RELATIONSHIP

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which 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 pursuant to this MOA. 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 the right or ability 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 MOA.

G. 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, color, religion, sex, age, national origin, disability, 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.

H. DRUG FREE WORKPLACE.

By signing this MOA, ___ 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.

I. CHOICE OF LAW.

The MOA, any dispute, claim, or controversy relating to the MOA 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.

J. DISPUTES.

All disputes, claims, or controversies relating to the MOA shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 et seq., to the extent applicable, or if inapplicable, claims shall 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 MOA, ____ consents to jurisdiction in South Carolina and to venue pursuant to this MOA. ____ agrees that any act by DHEC regarding the MOA is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution.

K. 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 the DHEC 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 ____ or ____’s agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. ____ is required to inform ____’s employees of the existence of DHEC’s policy prohibiting FWA and the procedures for reporting FWA to the agency. ____ must also inform ____’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.

L. INSURANCE.

Each party will maintain professional, malpractice and general liability insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party’s employees, with each party being responsible for coverage of its employees.

M. LICENSES.

During the term of this MOA, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein. ____ will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of ____ or ____’s employees or agents providing or performing services under this MOA.

N. FINANCIAL RESPONSIBILITY.

Other than costs and expenses agreed upon in this MOA, each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

O. COMPLIANCE WITH LAWS.

____ shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations and tariffs in the performance of this MOA.

P. SEVERABILITY.

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

Q. ATTACHMENTS/ADDENDA.

Any attachments, addenda or other materials attached to the MOA are specifically incorporated into and made part of this MOA.

AS TO THE SOUTH CAROLINA
DEPARTMENT OF HEALTH AND
ENVIRONMENTAL CONTROL

BY: _____
Nicolas Epie, PhD, HCLD, TS (ABB), MT (ASCP),
Director, PHL
ITS: _____
Laboratory Director

DATE: _____

AS TO ____

BY: _____
PhD
ITS: _____
Director of Laboratory Services

DATE: _____

MAILING ADDRESS: _____

TAX/EMPLOYER ID# _____

TYPE OF ENTITY (check one):

- ☐ Corporation
☐ LLC
☐ Partnership
☐ Individual/sole proprietor
☐ Other (specify) _____

If a corporation or LLC:
State of incorporation/organization:

Registered agent and address in South Carolina:

SCDLLR or other license #

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS MANAGER.

Francine Miller
DHEC Contracts Manager

DATE: _____