
CONTRACT BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
BUREAU OF LABORATORIES

AND

ALABAMA DEPARTMENT OF PUBLIC HEALTH

This Contract shall be between the South Carolina Department of Health and Environmental Control, Bureau of Laboratories (hereinafter referred to as DHEC) and the Alabama Department of Public Health (hereinafter referred to as Contractor).

Purpose: The South Carolina Department of Health and Environmental Control (DHEC) agrees to provide funds to the Alabama Department of Public Health (Contractor) for providing five (5) primary drug susceptibilities for *M. tuberculosis complex* specimens submitted by DHEC for a fee of \$75 per specimen as described below:

A. SCOPE OF SERVICES

1. Alabama Department of Public Health (Contractor) shall:
 - a. Perform the five (5) primary drug susceptibilities on specimens received.
 - b. Report the written results to DHEC in a timely manner.
 - c. Report any resistance to DHEC by phone as soon as it is discovered.
 - d. Confirmatory resistance will be performed at Centers for Disease Control.
 - e. Invoice DHEC monthly for testing performed in the previous month.

2. South Carolina Department of Health and Environmental Control (DHEC) shall:
 - a. Agree to pay \$75.00 for each five (5) primary drug susceptibility set performed.
 - b. Ship properly packaged specimens to Contractor by a courier with a tracking system (i.e. FedEx).
 - c. Send all Clinical Laboratory Improvement Amendments (CLIA) required patient information with each specimen, such as name and specimen ID number.

B. TIME OF PERFORMANCE

1. This contract shall be effective September 1, 2011, or when the contract is signed by both parties, whichever is later, and shall terminate June 30, 2016. Only work done in accordance with the effective dates of the contract will be compensated.

C. COMPENSATION

1. DHEC agrees to compensate the Contractor for the provision of services described in Section A. in the amount of \$75.00 for each five (5) primary drug susceptibility set performed. In no event will the total amount to be paid under this Contract exceed \$20,000.

D. METHOD OF PAYMENT

1. The Alabama Department of Public Health (Contractor) shall submit a monthly request for payment for services rendered as outlined in the Scope of Services, Section A, as follows:
 - a. The invoice must include the name and address of the Contractor, the Contract Number, a brief description of the Scope of Services, the period covered, an itemized listing of expenses incurred with categorical break-out sub-totals as required by the DHEC program, the total amount of the reimbursement, and supporting documentation for expenditures as required by DHEC.
 - b. Reimbursement will be for actual allowable costs incurred. Only expenditures incurred during the contract period can be submitted for reimbursement. The invoice should be received by DHEC within fifteen (15) days after the end of each month. Mail requests for payment to S.C. Department of Health and Environmental Control, Health Services Operations - Contract Section, Box 101106, Columbia, S.C., 29211.
 - c. Travel: No travel expenses will be paid under this agreement.

E. TERMS AND CONDITIONS

1. Contractor must agree to make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.
2. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of DHEC.
3. Any change to this Contract is considered an amendment to the contract, which must be mutually agreed to and executed in the same manner as the contract.
4. Records with respect to all matters covered by this Contract shall be retained by the Contractor for 6 years after the end of the Contract period, and shall be available for audit and inspection at any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the 6-year period, or if audit findings have not been resolved at the end of the 6-year period, the records shall be retained until resolution of the audit findings.
5. Termination:
 - a. Subject to the provisions contained below, this Contract may be terminated by either party providing written notice of that intent to the other party thirty (30) days in advance.
 - b. Funds for this Contract are payable from State and/or Federal and/or other appropriations. In the event sufficient appropriations are not made to pay the charges under this Contract, it shall terminate without any further obligation by

DHEC.

- c. DHEC may terminate this Contract for cause, default or negligence on the part of the Contractor at any time without thirty days advance written notice.
6. By signing this Contract, the Contractor certifies that he/she is not now nor has been within the last two years an employee of a South Carolina State Agency.
7. 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, age, health status, handicap, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
8. Each of the parties agrees to maintain professional, malpractice and general liability insurance, and may be required to provide the other 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 respective employees.
9. The Contractor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract.
10. No travel expenses will be paid under this agreement.
11. 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 employee or agents, in connection with the performance of services pursuant to this contract.
12. The Agreement, any dispute, claim, or controversy relating to the agreement 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. All disputes, claims, or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, Section 11-35-10 et seq., or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina.
13. Contractor certifies that they have not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.
14. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE.

SCDHEC 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 includes "whistleblower" remedies for employees who are retaliated against in their employment for

reporting violations of the Act. 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 SCDHEC's policies and procedures regarding false claims may be obtained from the agency's Contract Officer or Bureau of Business Management.

Any employee, agent, or contractor of SCDHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

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

15. DHEC shall have sole ownership and copyright for any tangible product (report, survey, film, etc.) developed under this contract.
16. The Contractor agrees to abide by DHEC's Confidentiality Policy, which states that all information about personal facts and circumstances of DHEC employees, clients, or members of the public is confidential and will not be disclosed without written authorization of the individual to which it pertains, unless disclosure is required by law, or otherwise required in accordance with this agreement and released to the Contractor after DHEC Office of General Counsel review. If confidential information is disclosed pursuant to a properly completed authorization, documentation of the disclosure and a copy of the authorization must be maintained and made available for DHEC inspection and audit. In addition, confidential agency information and action shall not be disclosed unless DHEC authorizes the disclosure in writing, or the disclosure is required by law.

The types of information that generally must be kept confidential include, but are not limited to, personal information about job applicants, DHEC employees, DHEC clients or members of the public, such as names, social security numbers, addresses, telephone numbers, medical or disability information, financial status and information, account or identification numbers issued by government agencies or private financial institutions, other identifying information, or confidential business information.

The Family Privacy Protection Act may place additional restrictions on the collection and disclosure of personal information. Information that is otherwise available to the public under the Freedom of Information Act may be released in accordance with State law.

Protected Health Information about DHEC clients generally cannot be disclosed without proper authorization by the client or his/her parent or legal guardian, or pursuant to a specific exception under the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164).

The Contractor and the Contractor's employees/agents may be required to sign DHEC's Confidentiality Agreement (DHEC form #0321), a copy of which is attached hereto. Alternatively, if the Contractor desires to rely upon an existing Confidentiality Agreement signed by its employees/agents, a copy of the Confidentiality Agreement must first be provided to the DHEC Contract Officer for evaluation, and the Contracting Party must

provide written verification that all employees/agents who may have access to DHEC confidential information in the course of performing this agreement have executed the Confidentiality Agreement. The Contractor must ensure that confidential information released to the Contractor's employees/agents is limited to the information minimally necessary in order to meet its obligations under this agreement.

Unauthorized disclosure of confidential information may result in termination of this agreement and may be grounds for fines, penalties, imprisonment, injunctive action, civil suit, or debarment from doing business with the State. The Contractor must immediately notify the Region Health Director and DHEC HIPAA Privacy Officer of any unauthorized disclosure of a DHEC client's protected health information which occurs in the course of performing this agreement. Unauthorized disclosure of other types of confidential information not consisting of protected health information must be immediately reported to the DHEC Contract Officer, 2600 Bull Street, Columbia, S. C. 29201.


- 17. The provisions of the Contract are contingent upon any possible revision of State or Federal regulations and requirements governing Bureau of Laboratories.
- 18. The parties agree that during the term of this Contract, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein. The Contractor 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 Contractor.

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

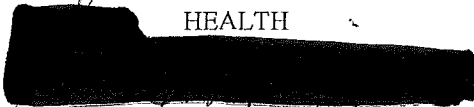
SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL CONTROL

ALABAMA DEPARTMENT OF PUBLIC
HEALTH

BY:


Darbi MacPhail, MHA
Director, Health Services Operations

BY:


Sharon P. Massingale, Ph.D., HCLD (ABB)
Director, Bureau of Clinical Laboratories

DATE:

8-23-11

DATE:

August 30, 2011

WITNESS:



WITNESS:



MAILING ADDRESS:

South Carolina Department of Health and
Environmental Control
Box 101106, Columbia, SC 29211

MAILING ADDRESS:

Bureau of Clinical Laboratories
PO Box 244018, Montgomery, AL 36124-4018

FEDERAL IDENTIFICATION NO.63-1106545

REMITTANCE ADDRESS: Same as Mailing
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