

## MEMORANDUM OF UNDERSTANDING

BETWEEN

SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND  
  
\_\_\_\_\_

## I. PURPOSE:

The South Carolina Department of Health and Environmental Control, Division of Healthy Aging (hereafter referred to as DHEC) and \_\_\_\_\_ (hereafter referred to as \_\_\_\_\_ or the Contracting Party) hereby enter into this Memorandum of Understanding (MOU) for the purpose of partnering to implement the evidence-based arthritis interventions identified in this MOU.

## II. SCOPE OF SERVICES:

## A. Program(s) to be Implemented: (circle all that apply)

The parties will implement the following program(s):

1. Better Choices, Better Health (Chronic Disease Self-Management Program, or CDSMP);
2. Walk With Ease (WWE) – Group;
3. Walk With Ease (WWE) - Self-directed;
4. The Arthritis Foundation Exercise Program (AFEP).

## B. \_\_\_\_\_ agrees to:

(Contracting/Organizational Party)

1. Ensure that it has appointed an organizational liaison in place throughout the term of the MOU;
2. Implement intervention(s) within either of the two types of delivery systems:
  - a. Large single site delivery system: at least 4 times within the term of the MOU
  - Or
  - b. Multi-site delivery system: at least 4 times in a minimum of 3 different locations or sites within the term of the MOU
3. Ensure that it maintains the appropriate number of qualified leaders to implement agreed upon intervention(s);
4. Ensure timely submission of program-specific paper work as outlined in this MOU or other agreed upon document(s).

## C. DHEC agrees to work with the designated Organizational Liaison to provide ongoing technical assistance (TA), including:

1. Leader training and support;
2. Program planning (marketing, recruitment, etc.);
3. Program implementation (monitor program fidelity via site visits, phone calls, emails, etc.);
4. Evaluation and assessments (paper work, etc.).

## III. TERMS AND CONDITIONS:

## A. EFFECTIVE DATES:

This MOU shall be effective on \_\_\_\_\_, 201\_ or when all parties have signed, whichever is later, and will terminate on \_\_\_\_\_.

## B. TERMINATION:

This MOU may be terminated by either party providing thirty (30) days advance written notice of termination to the other party.

C. AMENDMENTS:

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

D. 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 MOU. 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 MOU.

E. 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 MOU 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.

F. DRUG FREE WORKPLACE:

By signing this MOU, the contracting party 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.

G. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:

1. 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.
2. 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 agency's Contracts Manager or Bureau of Business Management.
3. If contracting party, contracting party'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, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Contracting party is required to inform contracting party's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Contracting party must also inform contracting party'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.

H. INSURANCE:

Each of the parties agree to 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 respective employees.

- I. **LICENSES:**  
The parties agree that during the term of this MOU, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein. The contracting party 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 contracting party or contracting party's employees or agents providing or performing services under this MOU.
  
- J. **FINANCIAL RESPONSIBILITY:**  
Under this MOU each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOU.
  
- K. **COMPLIANCE WITH LAWS:**  
Contracting Party shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations and tariffs in the performance of this MOU.
  
- L. **SEVERABILITY:**  
The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
  
- M. **CHOICE OF LAW:**  
The MOU, any dispute, claim, or controversy relating to the MOU 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.

IN WITNESS WHEREOF, the above and below listed agencies have executed this agreement consisting of \_\_\_\_\_ (\_\_) pages.

**DHEC Designated Signatory:**

**Name:** Joseph Kyle, MPH  
Director, Bureau of Community Health and  
Chronic Disease Prevention

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Division of Healthy Aging, DHEC:**

<u>Mailing Address:</u>	<u>Physical Address:</u>
2600 Bull Street	Columbia Mills Building
Columbia, SC 29201	301 Gervais St.
	Columbia, SC 29201

**Organization Designated Signatory:**

**Name (print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Partner Name & Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Francine Miller  
DHEC Contracts Manager

**Office Use Only:**

SCDHEC Region: \_\_\_\_\_

LGOA Region: \_\_\_\_\_

Region/CO Contact: \_\_\_\_\_