

**CONTRACT BETWEEN  
SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL  
and**

**CONTRACTOR**

This Contract shall be between the South Carolina Department of Health and Environmental Control (herein referred to as DHEC), South Carolina-Breast and Cervical Cancer Early Detection Program/Best Chance Network (herein referred to as BCN) and **Contractor**. (herein referred to as the Contractor).

**Type WW**

**The Contractor shall provide measurement of blood pressure, cholesterol, blood sugar, body mass index and waist circumference per DHEC WW Clinical and Compensation Procedures for this contract type.**

**The parties to this Contract agree as follows:**

The purpose of this contract is to establish an agreement for services as outlined and agreed upon in this contract. Reimbursement for services rendered will not exceed DHEC budgeted amounts for this purpose. No liability for payment will be incurred by DHEC without prior authorization by DHEC to this Contractor for specified services to be rendered.

**The parties of this Contract hereby agree to any and all provisions of the Contract as stipulated therein.**

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Darbi C. MacPhail, Director**  
**Health Services Operations**

**CONTRACTOR**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name**  
**Title** **Witness:** \_\_\_\_\_

**Federal ID:** \_\_\_\_\_

**I. SCOPE OF SERVICES:** The Contractor shall provide services as outlined in the most current DHEC BCN/WISEWOMAN (WW) Clinical and Compensation Procedures to patients who meet BCN criteria and have been pre-authorized by BCN to receive services. The most current DHEC WW Clinical and Compensation Procedures shall be made available by DHEC and shall be posted on the BCN website listed below. The Contractor is responsible for adhering to the most current guidelines.

[www.scdhec.gov/health/chcdp/cancer/bcn.htm](http://www.scdhec.gov/health/chcdp/cancer/bcn.htm)

**A. Contractor:**

1. Contractor must provide each patient with a copy of DHEC's Notice of Privacy Practices (ML-025046) upon enrollment, obtain the patient's signature on The Acknowledgement Form (DHEC 2021) and provide a copy of the Acknowledgement Form to DHEC.
2. Contractor agrees to obtain written release of authorization from the patient to provide copies of medical records and reports to SC DHEC BCN/WW for purposes of billing and reporting of clinical information to the Centers for Disease Control (CDC).
3. Contractor is the owner of all medical records prepared in the course of providing services and treatment to patients under this contract.

**B. DHEC BCN/WW** shall retain records of women with abnormal screening results for a period of at least six (6) years past the end of this contract period with the Contractor to provide WW cardiovascular screening services.

**II. TIME OF PERFORMANCE:** This Contract shall be effective June 30, 2012, or when all parties have signed, whichever date is later, and shall terminate on June 29, 2017. Only work done in accordance with the effective dates of the contract will be compensated.

**III. COMPENSATION - METHOD OF PAYMENT:** Payment will be made as outlined in the DHEC WW Clinical & Compensation Procedures, and dependent upon this fully executed contract, as stated on page 1.

**IV. TERMS AND CONDITIONS:**

- A. 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.
- B. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of DHEC.
- C. 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.
- D. 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.

E. Termination Clauses:

1. 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.
2. 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.
3. DHEC may terminate this Contract for cause, default or negligence on the part of the Contractor at any time without thirty (30) days advance written notice.

F. By signing this Contract, the Contractor certifies that he/she is not now nor has been within the last two (2) years an employee of a South Carolina State Agency.

G. 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.

H. 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.

I. No travel expenses will be paid under this agreement.

J. 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.

K. The Contract, 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 Contract shall be resolved in accordance with the South Carolina Procurement Code, Section 11-35-10, et. seg., or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland

County, South Carolina.

- L. The 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.
- M. DHEC shall have sole ownership and copyright for any tangible product (report, survey, film, etc.) developed under this contract.
- N. By accepting this award, the Contractor certifies that it:
  - 1. Has neither used nor will use any appropriated funds for payments to lobbyists;
  - 2. Will disclose the name, address, payment detail and purpose of any agreement with a lobbyist whom Contractor or its subtier contractor(s) or subgrantee(s) will pay with profits or non-appropriated funds on or after 12/22/89; and
- O. The Contractor certifies to DHEC that it will provide a drug-free workplace by:
  - 1. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
  - 2. establishing a drug-free awareness program to inform employees about:
    - a. the dangers of drug abuse in the workplace;
    - b. the contractor's policy of maintaining a drug-free workplace;
    - c. any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. the penalties that may be imposed upon employees for drug violations;
  - 3. making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item 1.;
  - 4. notifying the employee in the statement required by item 1., that as a condition of employment on the contract or grant, the employee will:
    - a. abide by the terms of the statement and
    - b. notify the employer of any criminal drug statute conviction for a

violation occurring in the workplace no later than 5 days after the conviction;

5. notifying DHEC within 10 days after receiving notice under item 4.(b.) from an employee or otherwise receiving actual notice of the conviction;
6. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted, as required by Section 44-107-50 (SC Code of Laws); and
7. making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1.,2.,3.,4.,5. and 6.

P. Confidentiality:

1. 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.
2. 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.
3. 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.
4. 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).
5. 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.

6. Unauthorized disclosure of confidential information may result in termination of this agreement with DHEC 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.
- Q. Prior to participating in any DHEC clinical activity or rendering any service to DHEC under this Agreement, the Contracting Party and employees/agents of the Contracting Party will be educated and trained regarding the Health Insurance Portability and Accountability Act of 1996 and related Regulations pertaining to the privacy and security of protected health information (the HIPAA Privacy Rule). The Contracting Party will provide documentation of successful completion of this training to the Contract Officer prior to initiating performance of this Agreement. If this training has not been conducted, or documentation of training has not been provided, the Contracting Party and its employees/agents will be required to view DHEC's HIPAA training video(s) and receive necessary instruction on the DHEC forms referenced in the training prior to initiating performance of this Agreement.
- R. The provisions of the Contract are contingent upon any possible revision of State or Federal regulations and requirements governing the Breast and Cervical Cancer Early Detection Program/WISEWOMAN Program.
- S. 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.
- T. **PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:**
1. 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.

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 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.
3. 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.
4. 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.



## DHEC Confidentiality Agreement

I understand that the South Carolina Department of Health and Environmental Control (DHEC) has a legal and ethical responsibility to maintain confidentiality of information as to personal facts and circumstances of DHEC employees, clients, or other citizens given or made available to DHEC in administration of the agency's programs and services.

DHEC's Confidentiality Policy states that Information about personal facts and circumstances of DHEC employees, clients and other citizens will be kept confidential and will not be disclosed without the individual's written authorization, except as required by law or as required to perform agency responsibilities. Protected Health Information that identifies an individual generally cannot be released unless properly authorized by the client or his/her legal representative, or pursuant to a specific exception under the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164). The Family Privacy Protection Act and other state and federal laws may place additional limitations on disclosure of personal information.

Information that is made available to the public under the Freedom of Information Act must be disclosed in accordance with State law. However, the Freedom of Information Act protects information of a personal nature such that public disclosure would constitute an unreasonable invasion of privacy. The types of information that generally must be kept confidential include, but are not limited to: protected personal information of job applicants, DHEC employees, or members of the public, such as names, social security numbers, addresses, telephone numbers, financial status and information, account or identification numbers issued by government agencies or private financial institutions, confidential business information, vital records information, social security numbers, and health information that identifies individuals.

I understand that during the course of my employment, volunteer services, or contract performance with DHEC, I may see or hear confidential information and/or protected health information.

By signing this agreement, I understand and agree that I will not disclose confidential information or protected health information unless the disclosure complies with DHEC policies and is required to perform my responsibilities. I will not access or view any information other than what is required to do my job. If I have any questions about whether I need access to certain information, or whether certain information should be disclosed, I will immediately ask my supervisor for clarification. I will immediately report any unauthorized disclosure of protected health information or other confidential information as required by DHEC Policy, or as required by terms in any contract or agreement with DHEC to which I am a party.

I will not discuss any confidential information or protected health information obtained in the course of my relationship with DHEC with any person or in any location outside of my area of responsibility in DHEC, except as otherwise required or permitted by law. I will not make any unauthorized copy or disclosure of this information, or remove or transfer this information to any unauthorized location.

I agree that my obligations under this Agreement regarding confidential and protected health information will continue after termination of my employment/volunteer assignment/contract affiliation with DHEC.

I understand that violation of this Agreement may result in termination of my volunteer, contractual and/or work relationship with DHEC and may be grounds for disciplinary action, fines, penalties, imprisonment or civil suit to be brought against me.

I have read the above Agreement and agree to comply with all its terms.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Work Location: \_\_\_\_\_