



MEDICAL SERVICES & FACILITIES

Francis Marion University Re-open Plan Fall 2020

Francis Marion University is committed to maintaining a high level of cleanliness and sanitation on campus at all levels. It will introduce new measures and procedures to enhance sanitation during the Fall 2020 semester, based on recommendations from appropriate state and federal agencies.

MEMORANDUM OF AGREEMENT BETWEEN FRANCIS MARION UNIVERSITY AND HOPEHEALTH, INC.

This Agreement is between FRANCIS MARION UNIVERSITY, FLORENCE, SOUTH CAROLINA, a public corporation of the State of South Carolina, hereinafter called the “UNIVERSITY,” and HOPEHEALTH, INC., a non-profit agency existing under the laws of South Carolina and a federally qualified community health center, with headquarters in Florence, SC.

WHEREAS, HOPEHEALTH, INC. has been requested by the UNIVERSITY to provide professional medical services and facilities for such services, for its students, faculty, and staff.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the UNIVERSITY and HOPEHEALTH, INC. agree as follows:

ARTICLE 1. SCOPE OF WORK

HOPEHEALTH, INC. will provide various levels (Tier 1 and Tier 2, as defined below) of medical services for the UNIVERSITY’s students, faculty, and staff at a satellite location on the UNIVERSITY’s campus. This site will be known as the “HopeHealth at Francis Marion University.” The work to be performed under this Agreement shall be in accordance with the proposed Scope of Work, as described below:

HOPEHEALTH, INC. will:

- Provide physician, nurse practitioner, and support services to support clinical medical services for the UNIVERSITY’s students, faculty, and staff as a University Health Center 40 hours per week, during the twelve-month period of this agreement.
- Provide full-time staff with clinical and administrative responsibilities as necessary.
- Provide supplies, materials, and services needed to support the medical services provided.
- Provide at the “HopeHealth at Francis Marion University” satellite location Tier 1 level medical services (up to the capitated pool amount of \$100,000) which pays for the Tier 1 university health services listed below for Students, Faculty, and Staff of the UNIVERSITY:
 - Upper respiratory infections
 - Acute gastrointestinal problems
 - Urinary symptoms / infections
 - Musculoskeletal injuries
 - Rashes

- Insect Bites
 - Depression, Stress, and Anxiety
 - Contraception
 - Birth Control Pills
 - Ortho Evra Patch
 - Nuva Ring
 - Depo-Provera Injections
 - In-house diagnostic testing
 - Rapid strep
 - Rapid flu
 - Urinalysis
 - Blood sugar
 - Pregnancy test
 - Phlebotomy
- Provide at the “HopeHealth at Francis Marion University” satellite location as necessary for Tier 2 level care listed below for Students, Faculty, and Staff of the UNIVERSITY:
 - Health maintenance / Wellness exams
 - Preventive screenings
 - Chronic disease management
 - Asthma
 - High blood pressure
 - Diabetes
 - Thyroid disease
- Provide for the UNIVERSITY’s Students:
 - Tier 1 services rendered to students at no cost to the patient (Provider to enter CPT dummy code of “UHS”); all services covered by capitation pool
 - Tier 2 encounters billed to the patient per HOPEHEALTH, INC. policy
- Provide for the UNIVERSITY’s Faculty and Staff:
 - Tier 1 services rendered to faculty and staff, billed per HOPEHEALTH, INC. policy, but copay is paid by capitation pool
 - Tier 2 encounters billed to the patient per HOPEHEALTH, INC. policy; copay / deductible paid by patient
- Refer student, faculty, and staff patients to other medical providers as necessary.
 - Provide Documentation and Billing
 - All medical services (Tier 1 and Tier 2) will be documented in HOPEHEALTH, INC. medical record (ECW)
 - COVID-19 Services
 - Virtual screening available to all students and employees at no cost. (Tier 1)
 - COVID-19 Testing services available if needed (Tier 2)

The UNIVERSITY will:

- Provide, under the auspices of the FMU Education Foundation, a location appropriate for the provision of general medical services including examination rooms, a waiting room, and ancillary spaces necessary to support the medical services. The rental for the space will be separately negotiated with the FMU Education Foundation.
- Provide physician's services under the current model for 19 hours per week during the course of this agreement. The UNIVERSITY will perform all employee support services for the physician as a member of the university staff. During the term of this agreement, the physician is Dr. Paul DeMarco, a current employee of the UNIVERSITY.
- Provide clinical services of a Family Nurse Practitioner under the supervision of Dr. DeMarco as patient demand and schedule allows. The FNP is salaried by the UNIVERSITY and contracted out to HOPEHEALTH, INC. During the term of this agreement, the FNP is Sharron Walters DNP, a current employee of the University.
- Provide general support services to include limited reception, telephone, facsimile, electronic mail, and postal services to support the medical services.
- Provide payment (as described below) to HOPEHEALTH, INC. on a monthly basis for the services rendered within this agreement.

ARTICLE 2. PERIOD OF PERFORMANCE

The Agreement shall be in effect during the period from July 1, 2020 through June 30, 2021.

ARTICLE 3. COMPENSATION

This is a fixed price Agreement. For the medical services for its students, faculty, and staff performed under this Agreement, the UNIVERSITY will pay HOPEHEALTH, INC \$100,000, which includes direct and indirect costs, except as otherwise indicated in this agreement. Should expenses by HOPEHEALTH, INC. exceed the costs incurred directly related to the project during the agreement period, HOPEHEALTH, INC will bear that and all subsequent adjustments as warranted by the expenses incurred will be applied to future periods by both parties as mutually agreed.

ARTICLE 4. PAYMENT

The UNIVERSITY agrees to remit payment to HOPEHEALTH, INC. in 11 monthly installments \$8,333 and one final monthly installment of \$8,337. Payment to HOPEHEALTH, INC. is due within fifteen (15) days of receipt of invoice. Payment shall be made in accordance with instructions included with HOPEHEALTH, INC.'s invoice.

ARTICLE 5. KEY PERSONNEL

The following personnel will represent the respective entities as indicated:

PROJECT ADMINISTRATOR

Darryl L. Bridges, Vice President for Finance & Facilities shall represent the UNIVERSITY as Project Administrator and shall have responsibility for the administration of project funds. The Project Administrator shall not be replaced without the prior written approval of HOPEHEALTH, INC. Staff members of the UNIVERSITY who participate in this project will, while so engaged, be under the technical and administrative supervision of the Project Administrator, or in the absence of the Project Administrator, the UNIVERSITY Project Supervisor.

PROJECT SUPERVISOR

Christopher M. Kennedy, Vice President for Student Life shall serve as the Project Supervisor and provide technical direction for the project on behalf of the UNIVERSITY.

PRIMARY CARE MEDICAL SERVICES

Sharron Walters, DNP will provide primary care medical services for the UNIVERSITY's student, faculty, and staff patients at the HopeHealth site at Francis Marion University including the assessment, diagnosis, treatment, and management of medical conditions. She will also work to support and provide coverage for HOPEHEALTH, INC. medical staff in the service and treatment of its adult patients. Her duties will include:

- Providing professional, ethical, and competent care in accordance with the medical standard of care and current clinic protocols.
- Ensuring a safe, therapeutic, and hygienic environment.

HOPEHEALTH, INC. PROJECT MONITOR

Carl Humphries shall represent HOPEHEALTH, INC. as project monitor and shall be responsible for all matters relating to HOPEHEALTH, INC.'s participation in and compliance with this Agreement.

ARTICLE 6. SUPPLIES AND EQUIPMENT

In the event that UNIVERSITY purchases supplies or equipment under this Agreement, title to such supplies and equipment shall vest with the UNIVERSITY upon acquisition. In the event that HOPEHEALTH, INC. purchases supplies or equipment under this Agreement, title to such supplies and equipment shall vest with HOPEHEALTH, INC. upon acquisition.

ARTICLE 7. COPYRIGHT

The UNIVERSITY shall have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any research data, formulas, ideas, processes, information, improvements, articles of manufacture, composition of matter and/or any other information first produced in the performance of any research undertaken at the satellite clinic. HOPEHEALTH, INC. shall have the right to utilize any patient data that is collected during provision of medical services including but not limited to demographic data, medical records, laboratory data, and other medical reports, billing information, and data required to fulfill insurance inquiries, grant reports, and local, state, and federal reporting requirements. All medical data collection, storage, and reporting by the UNIVERSITY and HOPEHEALTH, INC. will be done in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. All patient medical records (paper, electronic or any other form) are the property of HOPEHEALTH, INC.

ARTICLE 8. USE OF THE UNIVERSITY'S NAME

This Agreement restricts HOPEHEALTH, INC. to certain limited uses of the name of the UNIVERSITY in advertising, publicity, or other promotional activities related to the satellite location and the medical services provided therein. Allowable uses include:

- 1) "HopeHealth at Francis Marion University"
- 2) "HopeHealth at FMU"

Any other use of the name, trade name, trademark, or other designation of the UNIVERSITY (including contraction, abbreviation, or simulation of any of the foregoing) is prohibited unless required by law or expressly permitted in writing by the UNIVERSITY. The use of the University logo is prohibited without written permission from the University Project Director.

ARTICLE 9. ASSIGNMENT

Each party agrees that it shall not, without the advance written approval of the other party, assign any right or delegate any duties under this Agreement.

ARTICLE 10. LIABILITY

Each party assumes responsibility for procuring and providing proof of insurance coverage as described. HOPEHEALTH, INC. assumes responsibility and will provide insurance coverage for any and all risk of personal injury, death, and property damage attributable to the willful or negligent acts or omissions of that party and their officers, employees, and agents as well as property insurance for equipment provided by HOPEHEALTH, INC. The UNIVERSITY agrees to provide Sharon Walters, DNP and any other practitioner(s) providing medical services in the satellite location adequate medical malpractice insurance with coverage similar to the typical HOPEHEALTH, INC. practitioner and conforming to any applicable state and federal requirements. In addition, the UNIVERSITY agrees to provide general liability insurance for the facility.

ARTICLE 11. APPLICABLE LAW

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of South Carolina. The UNIVERSITY, as an agency of the State of South Carolina, is entitled to the benefits of sovereign immunity, including immunities from taxation. In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to perform its obligations under this Agreement, the cost shall be borne by the party required to obtain such permit, license, or authorization.

ARTICLE 12. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision, and to this end, the provisions of this Agreement are declared to be severable.

ARTICLE 13. MODIFICATIONS

Modifications to this Agreement must be made in writing and shall be signed by authorized representatives of both parties.

ARTICLE 14. NOTICE

Whenever any notice is to be given hereunder, it shall be in writing and shall be sent to the following addresses:

UNIVERSITY: Darryl L. Bridges,
Vice President for Finance & Facilities
Francis Marion University
P.O. Box 100547
Florence, SC 29502-0547
(843)661-1200 (843)661-1293 (f) dbridges@fmarion.edu

HOPEHEALTH, INC: Carl Humphries
Chief Executive Officer
HopeHealth, Inc.
600 East Palmetto Street
Florence, SC 29506
(843)656-0345 (843)667-1362 carl@hope-health.org

ARTICLE 15. TERMINATION

This Agreement may be terminated by either party, with or without cause, any time during the term of this Agreement by giving the other party written notice thirty (30) days prior to termination. HOPEHEALTH, INC. shall reimburse the UNIVERSITY for all expenditures made prior to the effective date of such termination and for uncancellable obligations incurred under this Agreement prior to the receipt of notice of termination.

ARTICLE 16. EXCUSABLE DELAYS

In the event of a delay caused by inclement weather, fire, flood, labor dispute, act of God, act of government, or any other cause beyond the control of either party, the UNIVERSITY and/or HOPEHEALTH, INC. shall be excused from performance hereunder for the period of time attributable to such delay, which may extend beyond the time lost due to one or more of the causes mentioned above.

ARTICLE 17. ENTIRETY

This Agreement supersedes any previous communications and, when signed by both parties, constitutes the complete understanding of the parties. No modification or waiver of any provisions hereof shall be valid unless in writing and signed by both parties identified in ARTICLE 14.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

FOR THE UNIVERSITY:

Darryl L. Bridges
Vice President for Finance & Facilities

FOR HOPEHEALTH, INC.

Carl Humphries
Chief Executive Officer