CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

****

FOR THE PURCHASE AND PROVISION OF

REHABILITATION AND RELATED SERVICES

DATED AS OF

JULY 1, 2024

C 7 **** M

INDEX

CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

****

FOR THE PURCHASE AND PROVISION OF REHABILITATION AND RELATED SERVICES

This Contract is entered into as of the first day of July 2024, by and between the South Carolina Department of Health and Human Services, 1801 Main Street, Post Office Box 8206, Columbia, South Carolina, 29202-8206, hereinafter referred to as "SCDHHS" and **********, **********, *******, **********, hereinafter referred to as the "Provider."

RECITALS

WHEREAS, SCDHHS is the single state agency responsible for the administration in South Carolina of a program of Medical Assistance under Title XIX of the Social Security Act and makes all final decisions and determinations regarding the administration of the Medicaid Program.

WHEREAS, the United States Department of Health and Human Services has allocated funds under Title XIX of the Social Security Act to SCDHHS for the provision of developmental rehabilitation and related services for eligible persons.

WHEREAS, the Provider represents and warrants that it meets applicable standards as a Provider of developmental rehabilitation and related services specified by Title XIX of the Social Security Act, federal regulations promulgated pursuant thereto, and the South Carolina State Plan for Medical Assistance.

WHEREAS, the Provider desires to participate in the provision of developmental rehabilitation and related services under Title XIX of the Social Security Act.

NOW, THEREFORE, the parties to this Contract, in consideration of the mutual promises, covenants, and stipulations set forth herein, agree as follows:

ARTICLE I

CONTRACT PERIOD

This Contract shall take effect as of July 1, 2024, and shall, unless sooner terminated in accordance with Article VII herein, continue in full force and effect through June 30, 2027.

ARTICLE II

DEFINITIONS OF TERMS AND ACRONYMS

For the purpose of this Contract, the following terms apply:

Audiologist: An individual who is currently licensed by the South Carolina State Board of

Examiners in Speech-Language Pathology and Audiology.

Audiology: Rehabilitative services involving the evaluation and treatment of impaired hearing that cannot be improved by medication or surgical therapy.

Beneficiary: A person who has been determined eligible to receive services as provided for in the South Carolina State Plan for Medical Assistance.

CMS: Centers for Medicare and Medicaid Services.

Federal Financial Participation (FFP): Any funds, either Title or grant, from the Federal government.

FMAP: Federal Medical Assistance Percentage

GAO: Government Accountability Office.

HIPAA: Health Insurance Portability and Accountability Act of 1996, as amended, along with its attendant regulations.

LEA: Local Education Agency

NPI: National Provider Identifier.

Nursing Services for Children Under 21: Specialized health care services that include nursing assessment and nursing diagnosis; direct care and treatment; administration of medication and treatment as authorized and prescribed by a physician or dentist and/or other licensed/authorized health care personnel; nurse management; health counseling; and emergency care. A Registered Nurse as allowed under state licensure and regulation must perform acts of nursing diagnosis or prescription of therapeutic or corrective measures.

Occupational Therapist Assistant: An individual who is currently licensed as a Certified Occupational Therapist Assistant (COTA/L) by the South Carolina Board of Occupational Therapy.

Occupational Therapy: Occupational Therapy Services involve evaluation and treatment recommended by a physician or other Licensed Practitioner of the Healing Arts to develop, improve, or restore functional abilities related to self-help skills, adaptive behavior, fine/gross motor visual, sensory motor, postural, and emotional development that have been limited by a physical injury, illness, or other dysfunctional condition. Occupational therapy involves the use of purposeful activity interventions and adaptations to enhance functional performance.

Orientation and Mobility (O&M) Services: Services provided to assist individuals who are blind and visually impaired to achieve independent movement within the home, school, and community settings. O&M Services utilize concepts, skills, and techniques necessary for a person with visual impairment to travel safely, efficiently, and independently through any environment and under all conditions and situations. The goal of these services is to allow the individual to enhance existing skills and develop new skills necessary to restore, maximize, and maintain physiological independence.

Orientation and Mobility (O&M) Specialist: An individual who holds a current and valid certification in Orientation and Mobility from the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP) or an individual who holds a current

and valid certification in Orientation and Mobility from the National Blindness Professional Certification Board (NBPCB).

Physical Therapist: An individual who is currently licensed by the South Carolina Board of Physical Therapy Examiners

Physical Therapist Assistant: An individual who is currently licensed as a Physical Therapist Assistant by the South Carolina Board of Physical Therapy Examiners.

Physical Therapy: Physical Therapy Services involve evaluation and treatment to prevent, alleviate, or compensate for movement dysfunction and related functional problems. Physical Therapy involves the use of physical agents, mechanical means, and other remedial treatment to restore normal physical functioning following illness or injury.

Policies: The general principles by which SCDHHS is guided in its management of the South Carolina State Plan of Medical Assistance, as further defined by SCDHHS promulgations and by state and federal rules and regulations.

Program: The method for provision of Title XIX services to South Carolina Beneficiaries as provided for in the South Carolina State Plan for Medical Assistance and SCDHHS regulations.

Rate: The amount of payment per unit of service to be made to the Provider within the contract period in accordance with the reimbursement methodology in the State Plan and this Contract.

Rehabilitative Behavioral Health Services: Rehabilitative Behavioral Health Services are for the purpose of ameliorating disabilities, improving the beneficiary's ability to function independently, and restoring maximum functioning through the use of diagnostic and restorative services. The services are medical and remedial and have been recommended by a physician or other licensed practitioner of the healing arts within the scope of their practice, under South Carolina State Law and as may be further determined by the SCDHHS for maximum reduction of physical or mental disability and restoration of a beneficiary to their best possible functional level.

Registered Nurse: An individual who is currently licensed as a Registered Nurse by the State Board of Nursing for South Carolina.

SCDHHS: South Carolina Department of Health and Human Services, or its successor in interest.

SCDHHS Appeal Regulations: Regulations promulgated in accordance with the S.C. Code Ann. §44-6-90 (2018), S.C. Code Ann. Regs. 126-150 et seq. (2011) and S.C. Code Ann. §1-23-310 et seq. (2005).

SDE: State Department of Education.

Social Security Act: Title 42, United States Code, Chapter 7, as amended.

South Carolina State Plan for Medical Assistance (State Plan): The comprehensive written commitment by SCDHHS, submitted under section 1902(a) of the Social Security Act, to administer or supervise the administration of the Medicaid Program in accordance with federal requirements.

School Based Psychological Testing/Evaluation: Psychological testing and evaluation involves the review of the intellectual, emotional, and behavioral status of a child for the purpose of developing and/or reviewing therapeutic interventions designed to alleviate dysfunction or distress.

School Psychologist: An individual who is currently certified by the State Department of Education as a school psychologist I, II, or III or a licensed psycho-educational specialist. School Psychologist I must be supervised by a School Psychologist II or III or a Licensed Psycho-educational Specialist, and each evaluation report completed by a School Psychologist I must be signed by the supervising school Psychologist.

Speech-Language Pathologist: In accordance with the Code of Federal Regulations (CFR), is an individual who meets one of these requirements: 1) has a certificate of clinical competence from the American Speech and Hearing Association; 2) has completed the equivalent educational requirements and work experience necessary for the certificate; or 3) has completed the academic program and is acquiring supervised work experience to qualify for the certificate.

Speech-Language Pathology: Rehabilitative services involving the assessment and treatment of speech and language disorders and the treatment of such disorders that are not amenable to medical or surgical treatment.

Speech Language Pathology Therapist: is an individual who does not meet the credentials outline in the 42 CFR 440.110(c)(2)(i)(ii) and (iii) that must work under the direction of a qualified Speech-Language Pathologist

Title XVIII (Medicare): Title 42, United States Code, Chapter 7, Subchapter XVIII as amended. (42 U.S.C. §1395 et seq.)

Title XIX (Medicaid): Title 42, United States Code, Chapter 7, Subchapter XIX, as amended. (42 U.S.C. §1396 et seq.)

USDHHS: United States Department of Health and Human Services.

ARTICLE III

SCOPE OF SERVICES

For and in consideration of the promises herein made by SCDHHS, the Provider agrees to provide the following:

A. The Provider agrees to furnish rehabilitative and related health care services to Medicaid eligible school children. Those services, which are available under this Contract, are as follows:

1. Rehabilitative Therapy Services

Rehabilitative Therapy Services, which are available under this Contract to qualified Medicaid eligible children, include Speech-Language Pathology, Audiology, Physical Therapy, Occupational Therapy, Orientation and Mobility, and Nursing Service of Children Under 21. Approved Rehabilitative Services may be delivered via telemedicine.

2. School Based Psychological Evaluation and Testing

School-Based Psychological Evaluation and Testing is available under this Contract to eligible children under 21 years of age. School-Based Psychological Evaluation and Testing must be conducted by a School Psychologist I, II, or III or a Licensed Psycho Educational Specialist. District providers must meet the qualifications referenced in the Local Education Agency (LEA) provider manual in order to receive Medicaid reimbursement.

3. Rehabilitative Behavioral Health Services (RBHS)

The Provider must have written approval from the SCDHHS program area prior to rendering RBHS.

When providing RBHS, the Provider shall render services in accordance with the RBHS policies and procedures outlined in the LEA Medicaid Manual, and its subsequent revisions, hereby incorporated by reference.

All Medicaid Rehabilitative Services covered by this Contract are subject to revisions and approval by CMS.

B. The Provider agrees that these services shall be provided in accordance with all applicable SCDHHS Policies and procedures and shall be provided by or under the direction of appropriately licensed and/or certified personnel. Said personnel must be either a) employed by the Provider, b) providing services under an appropriate subcontract with the Provider or c) enrolled as a private Medicaid provider and providing services which have been prior authorized by the Provider.

ARTICLE IV

QUALITY ASSURANCE

Quality Assurance (QA) provides a means by which the LEA participates in the review of the Medicaid programs of the LEA or subcontractor by the SDE to evaluate quality of services, adherence to Medicaid policy and procedure, and contract compliance. QA efforts are conducted through the coordinated efforts of the Provider, SCDHHS, and SDE as contractor with SCDHHS.

As a result of processes described under Sections A or B below, corrective action plans may be requested by SCDHHS. This does not replace the standard Inspection of Records as stated in the Contract between SCDHHS/LEAs.

4. Quality Assurance Process by SDE

1. The Provider agrees to allow a representative from the SDE to conduct a QA Review at least once each year during the contract period. For each fiscal year period July 1 to June 30, the Provider will, on or before March 31 schedule an appointment with SDE for an on-site QA Visit to occur by May 31 of that year; provided; however, if the Provider does not schedule an on-site QA Visit, then the Provider will complete by May 31 of that year QA Self-Assessments according to Section B of this Article (Quality Assurance Self-Assessment Process).

2. The Provider agrees to conduct a self-assessment of each program area in

association with the SDE on-site review that shall consist of the following components:

a. Examination of a random sampling of records. This sample must include at least one (1) record from each service area.
b. Examination of records related to School-District Administrative Claiming and Special Needs Transportation.
c. Assessment of compliance with Medicaid standards, Policies and procedures.
d. Evaluation of credentials of staff involved in the provision of Medicaid-related services.
e. Review of the Medicaid billing operation.

3. The Provider agrees to use an SDE and SCDHHS approved review tool that addresses each of the relevant QA components listed above.

4. The Provider agrees to conduct and report the findings of the self-assessment within two (2) weeks prior to the QA visit by SDE. The Provider agrees to submit to SDE a summary report of all findings to include an assessment of the quality of Medicaid-related services, compliance with Medicaid regulations and Policies, identified deficiencies, and corrective action recommendations.

5. The QA Visit

a. The Provider agrees to provide a quiet working space for the SDE representative to conduct the QA visit.
b. The Provider agrees to provide all necessary documents as requested by the SDE staff to conduct the review.
    i) SDE will reasonably attempt to schedule visit prior to May 31
    ii) SDE will review a representative sample of files during the visit; including but not limited to:
        - At least two (2) files for each Rehabilitative Service
        - At least one (1) file for each Behavioral Health Service
        - Follow at least one (1) claim back to its source
        - Pulling at least two (2) random files upon arrival (in addition to the ones pulled by the district prior to SDE arrival)

c. The Provider agrees to have available all requested staff during the course of the QA review. This may include the Special Education Director, Medicaid Coordinator, School-District Administrative Claiming personnel (including finance staff), and special needs transportation staff.
d. An exit conference will be held with district and SDE staff to discuss the preliminary findings of the visit.

6. The QA Report

a. The SDE will send a report to the LEA within four (4) weeks of the completion of the visit. The report will outline deficiencies and other areas in need of improvement as well as strengths of the program.
b. The Provider (LEA or subcontractor) agrees to take steps necessary to prevent reoccurrence of any deficiencies noted in the QA review. However, development of a written corrective action plan for SDE shall be required only when the QA review indicates that the following

minimum requirements were not met:

1) 100% of records reviewed contained a Release of Information form signed by the child's parent, guardian or other responsible party;
2) 100% of the records reviewed contain an evaluation report with recommendations;
3) 100% of records reviewed contain an Individualized Education Plan (IEP) or Intensive Family Service Plan (IFSP), when the evaluation recommends therapy;
4) 100% of records reviewed contain documentation that accurately describes the services rendered and supports the billing of those services to Medicaid;
5) 100% of records reviewed for Audiology, Speech Language Pathology, Physical, and Occupational Therapy contain a written referral for those services signed by another licensed practitioner of the healing arts;
6) 100% of records involving Audiology, Speech Language Pathology, Physical Therapy Orientation and Mobility and Occupational Therapy contain timely Summaries of Progress.

c. The written corrective action plan must be completed and sent to SDE within four (4) weeks of receipt of the QA report.
d. The Quality Assurance Representative from SDE will conduct appropriate follow-up within ninety (90) days of the written QA report.
e. SDE agrees to conduct Quality Assurance reviews and submit, at a minimum, annually or as requested by SCDHHS, QA results and corrective action plans to SCDHHS.

B. The QA Self-Assessment Process – If SDE does not conduct an on-site QA Review, then the district must comply with the following:

1. The Provider agrees to ensure the provision of quality Medicaid services by conducting an internal QA review at least once each year during the contract period.

2. The Provider agrees that each internal QA review shall consist of the following components:
   a. Examination of a random sample of clinical records. This sample must be representative of all of the above-referenced rehabilitative services being rendered by the Provider and all subcontractors and must include at least ten (10) records per service. This sample must also be representative of all professional staff involved in service delivery.
   b. Assessment of compliance with Medicaid standards, policies, and procedures.
   c. Evaluation of credentials of staff involved in the provision of Medicaid-related services to ensure that each staff member meets Medicaid requirements.
   d. Review of the Medicaid billing operation to assess efficiency, effectiveness and adherence to Medicaid policy.
   e. Exit conference with appropriate staff to discuss findings and develop a corrective action plan if necessary.

3. The Provider agrees to utilize a review tool for internal QA review and onsite subcontractor QA review that addresses each of the relevant QA components listed above. Said review tool shall be jointly developed by SCDHHS and SDE.

4. The Provider agrees to take steps necessary to prevent reoccurrence of any deficiencies noted in the QA review. However, a written corrective action plan for SDE shall be required only when the internal QA review indicates that the following minimum requirements were not met by the Provider:

    1) 100% of records reviewed contained a Release of Information form signed by the child's parent, guardian or other responsible party;
    2) 100% of the records reviewed contain an evaluation report with recommendations;
    3) 100% of records reviewed contain an IEP or IFSP, when the evaluation recommends therapy;
    4) 100% of records reviewed contain documentation that accurately describes the services rendered and supports the billing of those services to Medicaid;
    5) 100% of records reviewed for Physical and Occupational Therapy contain a written referral for those services signed by a licensed practitioner of the healing arts;
    6) 100% of records involving Physical and Occupational Therapy contain timely Summaries of Progress.

5. The Provider agrees to take steps necessary to prevent reoccurrence of any deficiencies noted in the subcontractor QA review, including the provision of any technical assistance required. However, a written corrective action plan for SDE shall be required only when the subcontractor QA review indicates that the following minimum requirements were not met by the Provider's subcontractor:

    1) 100% of records reviewed contained a release of information form signed by the child's parent, guardian or other responsible party;
    2) 100% of records reviewed contain an evaluation report with recommendations;
    3) 100% of records reviewed contain an IEP or IFSP, when the evaluation recommends therapy;
    4) 100% of records reviewed contain documentation that accurately describes the services rendered and supports the billing of those services to Medicaid;
    5) 100% of records reviewed for Speech-Language Therapy, Physical Therapy, Occupational Therapy and Orientation and Mobility contain a written referral for those services signed by a licensed practitioner of the healing arts;
    6) 100% of records involving Speech-Language Therapy, Physical and Occupational Therapy contain timely Summaries of Progress.

6. The Provider agrees to submit to SDE a summary report of all findings following each internal QA review conducted during the contract period. Each report shall provide an assessment of the quality of Medicaid-related services, compliance with Medicaid regulations and Policies, identified deficiencies, and corrective action recommendations. Each report shall also indicate any technical assistance requested from SDE. This report shall be due no later than May 31 of each fiscal year in the contract period. The review tool jointly developed by SDE and SCDHHS, along with any written corrective action plan, if any, may

be submitted as the summary report.

7. SDE agrees to submit to SCDHHS a summary report of all findings following internal QA reviews conducted during the contract period. The report shall provide an assessment of the quality of Medicaid-related services, compliance with Medicaid regulations and Policies, identified deficiencies, and corrective action recommendations. The report shall also indicate any technical assistance requested from SDE. This report shall be due no later than June 30 of each fiscal year in the contract period. The review tool jointly developed by SDE and SCDHHS, along with any written corrective action plan if any, may be submitted as the summary.

C. QA by SCDHHS for Rehabilitative Behavioral Health Services, Physical Therapy, Occupational Therapy, Speech-Language Pathology Services, Orientation and Mobility, and Nursing Services for Children Under 21.

1. SCDHHS has the option to conduct an onsite or desk QA review of the Provider in order to assess the quality of Medicaid-related services and the Provider's adherence to Medicaid policy and procedure.

2. SCDHHS agrees that all arrangements for onsite QA review shall be made directly with the Provider.

3. SCDHHS agrees that each onsite QA review shall consist of the following components:

   a. Examination of a random sample of the Provider's records. This sample must be representative of the above-referenced rehabilitative services being rendered by the Provider and must include at least five (5) records per service.

   If applicable:

   b. An interview of the appropriate Provider staff regarding Medicaid policy and procedure, quality of service issues, and technical assistance needs.

   c. An exit conference with appropriate staff to discuss findings and suggest corrective actions as appropriate.

4. Within sixty (60) days of completion of each QA review, SCDHHS shall submit to the Provider a written summary of findings and recommendations. At the request of either agency, an information conference may take place prior to or after the written report is sent to the Provider.

5. As necessary, the Provider shall submit to the SCDHHS a corrective action plan, in response to the QA review findings, within forty-five (45) days of receipt of the review summary.

ARTICLE V

CONDITIONS FOR REIMBURSEMENT FROM SCDHHS

For and in consideration of the promises herein made by the Provider, SCDHHS agrees to

the following:

A. Reimbursement

SCDHHS agrees to purchase from the Provider and pay for the services provided in accordance with this Contract. Provider must submit all claims within twelve (12) months of the date of service, as required by 42 CFR 447.45, in order to be paid. The Provider and SCDHHS hereby agree that services shall be billed on the CMS 1500 claim form using the assigned procedure codes. Provider shall be reimbursed for the provision of services in accordance with the criteria set forth in the Medicaid Provider Manual for Local Education Agencies and its subsequent revisions and bulletins issued by SCDHHS, which are hereby incorporated by reference.

The Provider will be reimbursed at the FMAP rate in effect at the time of payment.

B. Non-Federal Share of Costs

The Provider agrees to transfer to the administrative control of SCDHHS state-appropriated funds and or funds derived from tax revenue allocated to the Provider representing the non-federal share of expenditures for contracted services. The funds representing the non-federal share of expenditures for contracted services shall be transferred to SCDHHS in advance of the submission of claims for those services. SCDHHS may withhold reimbursement if the non-federal funds have not been received. The Provider shall remit one-fourth of the total anticipated annual matching funds as an initial advance toward the cost of services on or before July 31. The actual amount transferred thereafter will be based on actual monthly expenditures with billing beginning in August. All state matching funds made available by the Provider must be in compliance with 42 CFR Part 433 Subpart B (2023, as amended). Any balance of transferred funds remaining at the end of the contract period, after all claims have been paid, shall remain under the administrative control of SCDHHS. SCDHHS may at its discretion apply the balance to cover shortfalls in other matching fund accounts, overpayments, or debts owed by the Provider to SCDHHS under this Contract or as an advance for the non-federal share for the next contract period in the event that this Contract is renewed.

1. Provider shall provide the state Medicaid matching funds at the prevailing state Medicaid match rate. Provider shall authorize the SDE to offset, collect and transfer to SCDHHS the state match on a scheduled basis as agreed by SCDHHS and SDE.

2. SCDHHS shall utilize said state matching funds to secure federal Medicaid matching funds to support reimbursement for the agreed upon services.

3. In the event that the amount of state funds transferred is insufficient to effect payment of any given claim, SCDHHS shall not be responsible for payment of said claim.

4. The estimated amount of the state matching funds is based on projections, mutually developed by SCDHHS and SDE staff, of expenditures for all services listed in this Contract. Provider agrees to transfer additional or less state Medicaid matching funds as based on actual expenditures as needed during the course of this Contract. SCDHHS will report actual expenditures to SDE and will adjust the matching amount accordingly.

5. In the event that Provider is unable at any time to provide said matching funds, SCDHHS reserves the option to delete any or all of these services from the Medicaid program.

6. Provider shall be responsible for notifying SCDHHS in the event that sufficient match is not available for Provider to meet the obligations set forth in this Contract. Upon such notification, SCDHHS reserves the right to affect any program changes necessary to reduce SCDHHS financial liability.

C. Payment in Full

Payment by SCDHHS to the Provider for services rendered to a Beneficiary under this Contract, plus any co-payment required by SCDHHS to be paid by the Beneficiary, shall constitute payment in full for the services. The Provider shall not bill, request, demand, solicit or in any manner receive or accept payment or contributions from the Beneficiary or any other person, family member, relative, organization or entity for care or services to a Beneficiary, except as may otherwise be allowed under federal regulations or in accordance with SCDHHS policy (See Section E. Third Party Liability below). Any collection of payments or deposits in violation of this Section shall be grounds for termination of this Contract. SCDHHS may deny reimbursement for any services provided to Beneficiaries after any collection or attempted collection in violation of this Section. SCDHHS shall have the right to recoup any payment made by a Beneficiary that has not been refunded to the Beneficiary by Provider within sixty (60) days of receiving notice of violation of this Section.

D. Similar Service Rates

The Provider agrees that the rate charged to SCDHHS for service to a Beneficiary under this Contract shall never be greater than that charged for a similar service to a private pay patient. Any and all amounts received by the Provider from SCDHHS for services under this Contract in excess of those rates charged to private pay patients for similar services for the contract period shall be subject to recoupment by SCDHHS through withholding and offset or any other appropriate means.

E. Third Party Liability

The Provider must make all reasonable efforts to pursue payment under any health insurance policy which covers a Beneficiary. Any insurance proceeds or payment must be shown on the Medicaid claim when submitted to SCDHHS. If SCDHHS has paid the Provider prior to receipt of the insurance payment, the Provider shall refund SCDHHS payment up to the amount of payment made by SCDHHS. The Provider shall contact the Director of Third Party Liability, SCDHHS, regarding any contacts or requests for Beneficiary specific claims information or medical records that the Provider receives from any attorney or insurer. The Provider shall advise SCDHHS of any third party payer information or resources within ten (10) calendar days of acquiring such information. The Provider shall make available all financial records necessary for SCDHHS or its designee to determine if third party payments have been refunded to Medicaid in accordance with this Section. The Provider's failure to collect available third party payments may result in SCDHHS' recoupment of such available payments from funds due to the Provider.

F. Conformity to Policies and Procedures

No payment by SCDHHS shall be made for services to a Beneficiary unless the

Provider has strictly conformed to the Policies and procedures of SCDHHS including, but not limited to, prior authorization of services and subcontracting for services. Such certification shall be in accordance with all applicable federal and state rules, regulations, and guidelines.

G. Cost Report

The Provider is being reimbursed on an interim unit cost basis for Rehabilitative Behavioral Health Services. A cost report (The SCDHHS Financial and Statistical Report for Rehabilitative Behavioral Health Services) shall be submitted to verify actual allowable, necessary and reasonable cost and a cost settlement may be completed for these services. Provider agrees that it shall be solely responsible for any costs that are not in accordance with the State Plan and SCDHHS Policies and regulations. SCDHHS shall not participate in any costs which are not allowable under Medicaid laws, rules, or regulations or SCDHHS policy.

The Provider shall submit the cost report electronically via email to the SCDHHS Division of Acute Care/Ancillary Reimbursements and mail the General Information page with original signatures.

The cost report should include actual allowable, necessary and reasonable cost and service delivery information. The SCDHHS Financial and Statistical Report for Rehabilitative Behavioral Health Services must be completed and mailed to SCDHHS by November 30 of the subsequent state fiscal year for all services and procedure codes not reimbursed by a Fee for Service (FFS) methodology. The cost report is to be mailed to:

Division of Acute Care/Ancillary Reimbursements
South Carolina Department of Health and Human Services
Post Office Box 8206
1801 Main Street
Columbia, South Carolina 29202-8206

Failure to file any given report within specified time frames will result in all future reimbursements being withheld until such time as said report is received. Delay in submission of cost reports may also delay future amendments when cost information is needed to determine future reimbursement rates.

H. Disallowances and Deferrals

SCDHHS shall notify the Provider of all federal disallowances and deferrals incurred by SCDHHS as a result of services rendered by the Provider for which the Provider was appropriated state funds. The Provider and SCDHHS shall prepare an appropriate response for submission to the appropriate federal agency. These disallowances shall be funded with non-federal Provider funds.

I. Public Funds as the State Share of Federal Financial Participation

To be considered as the state's share in claiming FFP, public funds must meet the conditions specified in accordance with 42 CFR §433.51 (2023, as amended).

J. Donations

The Provider agrees to comply with 42 CFR Part 433 Subpart B, (2023, as amended),

regarding any and all donations made by the Provider pursuant to this Contract.

ARTICLE VI

RECORDS, AUDITS, AND PROGRAM INTEGRITY

A. Accuracy of Data and Reports

The Provider shall certify that all statements, reports and claims, financial and otherwise, are true, accurate, and complete. The Provider shall not submit for payment any claims, statements, or reports which it knows, or has reason to know, are not properly prepared or payable pursuant to federal and state law, applicable regulations, this Contract, and SCDHHS policy.

1. Maintenance of Records

The Provider must maintain an accounting system with supporting fiscal records adequate to assure that claims for funds are in accordance with this Contract and all applicable laws, regulations, and policies. The Provider further agrees to retain all financial and programmatic records, supporting documents, and statistical records and other records of Beneficiaries relating to the delivery of care or service under this Contract, and as further required by SCDHHS, for a period of four (4) years after last payment made under this Contract (including any amendments and/or extensions to this Contract). If any litigation, claim, or other actions involving the records have been initiated prior to the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the four (4) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

2. Inspection of Records

At any time during normal business hours and as often as SCDHHS, the State Auditor's Office, the State Attorney General's Office, GAO, and USDHHS, and/or any of the designees of the above may deem necessary during the contract period (including any amendments and/or extensions to this Contract) and for a period of four (4) years after last payment under this Contract, the Provider shall make all program and financial records and service delivery sites open to the representatives of SCDHHS, GAO, the State Auditor, the State Attorney General's Office, USDHHS, and/or any designees of the above. SCDHHS, the State Auditor's Office, the State Attorney General's Office, GAO, USDHHS, and/or the designee(s) shall have the right to audit, review, examine and make copies, excerpts or transcripts from all records, contact and conduct private interviews with the Provider's Beneficiaries and employees, and do on-site reviews of all matters relating to service delivery as specified by this Contract. If any litigation, claim, or other action involving the records has been initiated prior to the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the four (4) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

B. Audits

In the event an audit is performed, and the audit report contains audit exceptions or disallowances, it is agreed by the parties hereto that the following procedures shall be used in making the appropriate audit adjustment(s):

1. Notice of Exceptions and Disallowances

Upon completion of an audit, the Provider shall be furnished a written notice containing the adjustment for each exception and a statement of the amount disallowed for each exception. SCDHHS, the State Auditor's Office, CMS, or their designee shall make this determination. Such notice shall further state the total sum disallowed as a result of the audit and that payment is due to SCDHHS in the full amount of the sums disallowed. Notice will be sent to the Provider by certified mail.

2. Disallowances - Appeals

In the event the Provider disagrees with the audit exceptions and disallowances, it may seek administrative appeal of such matters in accordance with the SCDHHS appeals procedures. Judicial review of any final agency decision pursuant to this Contract shall be in accordance with S.C. Code Ann. §1-23-380 (2005) and shall be the sole and exclusive remedy available to either party except as otherwise provided herein. Provided, however, any administrative appeal shall be commenced by written notice as required by the SCDHHS appeals procedures.

Thirty (30) days after mailing of the notice of disallowance, all audit disallowances shall become final unless an appeal in accordance with SCDHHS appeals procedures has been filed. Payment shall be due and should be made upon notice of disallowance regardless of the filing of an appeal. Should the amount of the disallowance be reduced for any reason, SCDHHS will reimburse the Provider for any excess amount previously paid. Additionally, any issue which could have been raised in an appeal shall be final and not subject to challenge by the Provider in any other administrative or judicial proceeding if no appeal is filed within thirty (30) calendar days of the notice of determination.

3. Disallowed Sums, Set-off

Any provision for appeal notwithstanding, the Provider and SCDHHS agree that, should any audit(s) result in disallowance to the Provider all funds due SCDHHS are payable upon notice to the Provider of the disallowance. SCDHHS is authorized to recoup any and all funds owed to SCDHHS by means of withholding and/or offsetting such funds against any and all sums of money for which SCDHHS may be obligated to the Provider under any previous contract and/or this or future contracts. In the event there is no previous contractual relationship between the Provider and SCDHHS, the disallowance shall be due and payable immediately upon notice to the Provider of the disallowance.

C. Program Integrity

SCDHHS reserves the right to perform reviews of Provider in accordance with the

standards set forth in the Provider Administration and Billing Guide, which are intended to be incorporated into this Contract by reference.

ARTICLE VII

TERMINATION OF CONTRACT

A. Termination for Lack of Funds

The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of federal, state, and local funds for the funding of services and that this Contract shall be terminated if such funding eases to be available. SCDHHS shall have the sole responsibility for determining the lack of availability of such federal, state, and local funds.

B. Termination for Breach of Contract

This Contract may be canceled or terminated by either party at any time within the contract period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligations hereunder.

C. Termination for Loss of Licensure or Certification

In the event that the Provider loses its license to operate or practice from the South Carolina Department of Health and Environmental Control or the appropriate licensing agency, this Contract shall terminate as of the date of delicensure. Further, should the Provider lose its certification to participate in the Title XVIII and/or Title XIX program, as applicable, this Contract shall terminate as of the date of such decertification.

D. Termination by Either Party

Either party may terminate this Contract upon providing the other party with thirty (30) days written notice of termination.

E. Notice of Termination

In the event of any termination of the Contract under this Article, the party terminating the Contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt requested. If this Contract is terminated pursuant to Sections B and/or D of this Article, termination shall be effective thirty (30) days after the date of receipt unless otherwise provided by law. If terminated pursuant to Section A of this Article, termination shall be effective upon receipt of such notice. If this Contract is terminated pursuant to Section C of this Article, termination shall be effective upon the date listed in the notice.

ARTICLE VIII

APPEALS PROCEDURES

If any dispute shall arise under the terms of this Contract, the sole and exclusive remedy shall be the filing of a Notice of Appeal within thirty (30) days of receipt of written notice of SCDHHS'

action or decision which forms the basis of the appeal. Administrative appeals shall be in accordance with SCDHHS' regulations S.C. Code Ann. Regs. 126-150, et seq. (2011), and in accordance with the Administrative Procedures Act, S.C. Code Ann. §§1-23-310, et seq., (2005). Judicial review of any final SCDHHS administrative decisions shall be in accordance with S. C. Code Ann. §1-23-380, (2005).

ARTICLE IX

COVENANTS AND CONDITIONS

In addition to all other stipulations, covenants, and conditions contained herein, the parties to this Contract agree to the following covenants and conditions:

A. Applicable Laws and Regulations

The Provider agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

1. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et seq.).

2. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d et seq.) and regulations issued pursuant thereto, (45 CFR Part 80, 2023, as amended), which provide that the Provider must take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this Contract.

3. Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000e) in regard to employees or applicants for employment.

4. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. §794), which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto (45 CFR Part 84, 2023, as amended).

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

6. The Omnibus Budget Reconciliation Act of 1981, as amended P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

7. The Americans with Disabilities Act, (42 U.S.C. §12101 et seq.), and regulations issued pursuant thereto.

8. The Drug Free Workplace Acts, S.C. Code Ann. §§44-107-10 et seq. (2018), and the Federal Drug Free Workplace Act of 1988 as set forth in 2 CFR Part 182 (2023, as amended).

9. Section 6002 of the Solid Waste Disposal Act of 1965 as amended by the

Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6962).

B. Employees of Provider

No services required to be provided under this Contract shall be provided by anyone other than the Provider or the Provider's subcontractor without prior approval of SCDHHS.

C. Information on Persons Convicted of Crimes

The Provider agrees to furnish SCDHHS or to the USDHHS information related to any person convicted of a criminal offense under a program relating to Medicare (Title XVIII), Medicaid (Title XIX), the Social Services Block Grant program (Title XX), or the State Children's Health Insurance Program (Title XXI) as set forth in 42 CFR 455.106 (2023, as amended). Failure to comply with this requirement may lead to termination of this Contract.

D. Safeguarding Information

The Provider shall safeguard the use and disclosure of information concerning applicants for or Beneficiaries of Title XIX services in accordance with 42 CFR Part 431, Subpart F, (2023, as amended), SCDHHS' regulations at S.C. Code Ann. Regs. 126 - 170, et seq., (2011), and all other applicable state and federal laws and regulations shall restrict access to, and use and disclosure of, such information in compliance with said laws and regulations.

E. Political Activity

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

F. Restrictions on Lobbying

In accordance with 31 U.S.C. §1352, funds received through this Contract may not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors.

G. Reporting of Fraudulent Activity

If at any time during the term of this Contract, the Provider becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDHHS, a Beneficiary of or applicant for services, an employee of the Provider or SCDHHS, and/or subcontractor or its employees, has improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information shall be reported in confidence by the Provider directly to SCDHHS.

H. Integration

This Contract shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved pursuant to Section N of this Article.

I. Governing Law

It is mutually understood and agreed that this Contract shall be governed by the laws of the State of South Carolina and federal laws as they pertain to the performance of services provided under this Contract.

J. Severability

Any provision of this Contract prohibited by the laws of the State of South Carolina shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Contract.

K. Non-Waiver of Breach

The failure of SCDHHS at any time to require performance by the Provider of any provision of this Contract or the continued payment of the Provider by SCDHHS shall in no way affect the right of SCDHHS to enforce any provision of this Contract; nor shall the waiver by SCDHHS of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

L. Non-Waiver of Rights

SCDHHS and the Provider hereby agree that the execution of and any performance pursuant to this Contract does not constitute a waiver, each to the other, of any claims, rights, or obligations which shall or have arisen by virtue of any previous agreement between the parties. Any such claims, rights, or obligations are hereby preserved, protected, and reserved.

M. Non-Assignability

No assignment or transfer of this Contract or of any rights hereunder by the Provider shall be valid without the prior written consent of SCDHHS.

N. Amendment

No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both parties hereto.

O. Amendment Due To The Unavailability of Funds

SCDHHS shall have the right to amend the total dollar amount reimbursed under this Contract, without the consent of the Provider, when the amendment is due to the unavailability of funds and SCDHHS is responsible for providing the matching funds. SCDHHS shall have the sole authority to determine the percentage of any reduction

in the dollar amount of this Contract. The amendment shall become effective thirty (30) days from the date of written notification from SCDHHS informing the Provider of the reduction/amendment or upon the signature of both parties thereto, whichever is earlier. SCDHHS shall have the sole authority for determining lack of availability of such funds.

P. Extension

Prior to the end of the term of this Contract, SCDHHS shall have the option to extend or renew this Contract upon the same terms and conditions as contained herein, so long as the total contract period, including the extension, does not exceed five (5) years; provided, however, that any rate adjustment(s) shall be negotiated and set forth in writing and signed by both parties pursuant to Section N of this Article.

Q. Subcontracts

Subcontracts under this Contract shall be in writing and shall be subject to the terms and conditions of this Contract. The Provider shall be solely responsible for the performance of any subcontractor.

R. Copyrights

If any copyrightable material is developed in the course of or under this Contract, SCDHHS shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for SCDHHS purposes.

S. Safety Precautions

SCDHHS and USDHHS assume no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed under this Contract. The Provider shall take necessary steps to insure or protect its Beneficiaries, itself, and its personnel. The Provider agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

T. Procurement Code

When applicable, the Provider must comply with the terms and conditions of the South Carolina Consolidated Procurement Code in the acquisition of equipment and supplies and in all subcontracts.

U. Titles

All titles used herein are for the purpose of clarification and shall not be construed to infer a contractual construction of language.

V. Equipment

Equipment is defined as an article of tangible property that has a useful life of more than one year and an acquisition cost of Five Thousand Dollars ($5,000) or more. Title to all equipment purchased with funds provided under this Contract shall rest with the Provider as long as the equipment is used for the program for which it was purchased. When the equipment is no longer required for the program for which it was purchased, SCDHHS shall be notified, and instructions will be issued by SCDHHS pertaining to the disposition of the property.

W. National Provider Identifier

The HIPAA Standard Unique Health Identifier regulations (45 CFR §162 Subparts A & D) require that all covered entities (health plans, health care clearinghouses, and those health care providers who transmit any health information in electronic form in connection with a standard transaction) must use the identifier obtained from the National Plan and Provider Enumeration System (NPPES).

Pursuant to the HIPAA Standard Unique Health Identifier regulations (45 CFR §162 Subparts A & D), and if Provider is a covered health care provider as defined in 45 CFR §162.402, Provider agrees to disclose its National Provider Identifier (NPI) to SCDHHS once obtained from the NPPES. Provider also agrees to use the NPI it obtained from the NPPES to identify itself on all standard transactions that it conducts with SCDHHS.

X. Employee Education about False Claims Recovery

If the Provider receives annual Medicaid payments of at least Five Million Dollars $5,000,000, the Provider must comply with Section 6032 of the Deficit Reduction Act (DRA) of 2005, Employee Education about False Claims Recovery.

Y. Debarment/Suspension/Exclusion

The Provider agrees to comply with all applicable provisions of 2 CFR Part 180 (2023, as amended) as supplemented by 2 CFR Part 376 (2023, as amended), pertaining to debarment and/or suspension. As a condition of participation, the Provider should screen all employees and subcontractors to determine whether they have been excluded from participation in Medicare, Medicaid, the State Children's Health Insurance Program, and/or all federal health care programs. To make this determination, the Provider may search the LEIE website located at http://www.oig.hhs.gov/fraud/exclusions.asp. The Provider should conduct a search of the website monthly to capture exclusions and reinstatements that have occurred since the last search, and any exclusion information discovered should be immediately reported to SCDHHS. Any individual or entity that employs or contracts with an excluded provider cannot claim reimbursement from Medicaid for any items or services furnished, authorized, or prescribed by the excluded provider. This prohibition applies even when the Medicaid payment itself is made to another provider who is not excluded; for example, a pharmacy that fills a prescription written by an excluded doctor for a Medicaid beneficiary cannot claim reimbursement from Medicaid for that prescription. Civil monetary penalties may be imposed against providers who employ or enter into contracts with excluded individuals or entities to provide items or services to Medicaid beneficiaries. See Section 1128A(a)(6) of the Social Security Act and 42 CFR 1003.102(a)(2).

Z. Provider Responsibility

If under the terms of this Contract Provider makes any decisions, determinations or takes any actions on behalf of SCDHHS, then Provider shall be responsible for evidentiary support of its decisions, determinations or actions in any proceeding or claim asserted against SCDHHS related to such decision, determination or action. If required by SCDHHS, Provider shall be responsible for retaining legal counsel to diligently and capably provide such defense. This responsibility includes, but is not limited to, any appeals before the SCDHHS Division of Appeals and Hearings.

AA. Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. The parties agree that this Contract may be delivered by facsimile or electronic mail with a copied signature having the same force and effect of a wet ink signature.

BB. Incorporation of Schedules/Appendices

All schedules/appendices referred to in this Contract are attached hereto, are expressly made a part hereof, and are incorporated as if fully set forth herein.

IN WITNESS WHEREOF, SCDHHS and the Provider, by their authorized agents, have executed this Contract as of the first day of July 2024.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES	**********
"SCDHHS"	"PROVIDER"
BY: _____	BY: _____ Authorized Signature
	_____ Print Name

APPENDIX A

CONTRACT

BETWEEN

_____ SCHOOL DISTRICT

AND

_____(Enter Subcontractor's name)_____

FOR THE PURCHASE AND PROVISION OF _____ SERVICES

THIS CONTRACT is entered into as of the ___ day of _____, 202_, by and between School District, _____(address)_____, hereinafter referred to as "LEA" and _____, (address)_____, hereinafter referred to as "Subcontractor".

The parties agree as follows:

ARTICLE I

CONTRACT PERIOD

This contract shall take effect as of _____, 202_, and shall, unless sooner terminated in accordance with Article VII herein, continue in full force and effect through _____, 202_.

ARTICLE II

SCOPE OF SERVICES

Subcontractor agrees to provide _____ Services to children requiring said services as requested by LEA.

Subcontractor agrees and understands that LEA has entered into a contract with the South Carolina Department of Health and Human Services (SCDHHS) to perform certain health-related services for qualified Medicaid eligible children under the age of 21 and that LEA is contracting with Subcontractor to provide those specific services referenced above.

Subcontractor agrees and understands that LEA is responsible for ensuring that all services provided to Medicaid eligible children by Subcontractor shall be provided in accordance with this contract, and that all Subcontractor personnel involved in the provision of services to Medicaid eligible children must meet Provider qualifications as established by SCDHHS and outlined in the LEA Medicaid Provider manual.

ARTICLE III

QUALITY ASSURANCE

Subcontractor agrees and understands that LEA is under contract with SCDHHS to perform onsite Quality Assurance (QA) reviews of selected subcontractors for the purpose of evaluating the quality of services provided, adherence to Medicaid policy and procedure, and contract compliance. Subcontractor also agrees and understands that SCDHHS may perform onsite QA reviews of selected subcontractors for the same purposes. (**A copy of LEA's contract with SCDHHS is attached as Appendix A.**)

QA reviews shall consist of examination of a random sample of Subcontractor's Medicaid-related clinical records; evaluation of credentials of staff involved in the provision of Medicaid-related services; review of the process whereby Subcontractor relays service delivery information to LEA for purposes of Medicaid billing; assessment of Subcontractor's compliance with Medicaid standards, policies and procedures; and an exit conference with appropriate Subcontractor staff.

ARTICLE IV

CONDITIONS FOR REIMBURSEMENT

LEA agrees to purchase from the Subcontractor and pay for services provided in accordance with this contract. Subcontractor and LEA hereby agree that payment for said services shall be available at the following rate(s) and shall be billed in the following manner:

Subcontractor agrees that payment under this contract shall be considered as payment in full and that Subcontractor shall not bill, request, demand, solicit, or in any manner receive or accept payment from the Medicaid eligible child or any other person, family member, relative, organization or entity.

ARTICLE V

AUDITS AND RECORDS

Subcontractor understands and agrees that adequate and correct fiscal and clinical records shall be kept to disclose the extent of services rendered and to ensure that claims for payment are in accordance with all applicable laws, regulations, and policies.

A. Maintenance of Records

Subcontractor understands and agrees that all fiscal and clinical records shall be retained for a period of four (4) years after final payment for services rendered. If any litigation, claim, audit, or other action involving the records has been initiated prior to expiration of the four (4) years, the records shall be retained until completion of the action and resolution of all issues which arise from the action or until the end of the four (4) year period, whichever is later.

B. Inspection of Records

Subcontractor understands and agrees that, for the purpose of reviewing, copying, and reproducing documents, access to all records concerning Medicaid-related services under this contract shall be allowed during normal business hours to LEA, SCDHHS, the State Auditor's Office, the South Carolina Attorney General's Office, the

Department of Health and Human Services and/or their designees.

ARTICLE VI

COVENANTS AND CONDITIONS

A. Compliance with Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, and Age Discrimination Act of 1975

Subcontractor shall ensure that services to Medicaid Beneficiaries are provided in compliance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and the Age Discrimination Act of 1975, as amended, U.S.C.§6101 et. seq. and any regulations promulgated pursuant to any of these Acts.

B. Employment of Personnel

In all hiring or employment made possible by or resulting from this contract, Subcontractor agrees that (1) there shall be no discrimination against any employee or applicant for employment because of handicap, age, race, religion, sex, or national origin, and that (2) affirmative action shall be taken to insure that applicants are employed and that employees are treated during employment without regard to their handicap, age, race, color, religion, sex, or national origin. This requirement shall apply, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Subcontractor further agrees to give public notice in conspicuous places available to employees and applicants for employment setting forth the provisions of this section. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to handicap, age, race, color, religion, sex, or national origin. All inquiries made to Subcontractor concerning employment shall be answered without regard to handicap, age, race, color, religion, sex, or national origin. All responses to inquiries made to Subcontractor concerning employment made possible as a result of this contract shall conform to federal, state, and local regulations.

C. Discrimination Based on Sex or Religion

Subcontractor shall comply with all requirements of the Omnibus Budget Reconciliation Act of 1981, as amended P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

D. Americans with Disabilities Act

Subcontractor shall comply with all requirements of the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.), and regulations issued pursuant thereto.

E. Drug Free Workplace Act

Subcontractor shall comply with all terms and conditions of the Drug Free Workplace Act, S.C. Code Ann. §§ 44-107-10 et seq. (2018) and the Federal Drug Free Workplace Act of 1988 as set forth in 2 CFR Part 182 (2023, as amended).

F. Safeguarding Information

Subcontractor shall safeguard the use and disclosure of information concerning applicants for or Beneficiaries of Title XIX services in accordance with 42 CFR Part 431, Subpart F (2023, as amended), SCDHHS' regulations S.C. Code Ann. Regs. 126-170, et seq., (2011), and all applicable state laws and regulations and shall restrict access to, and use and disclosure of, such information in compliance with said laws and regulations.

G. Employees of Subcontractor

No services required to be provided under this contract shall be provided by anyone other than Subcontractor or an employee of Subcontractor.

H. Reporting of Fraudulent Activity

If at any time during the term of this contract, Subcontractor becomes aware of or has reason to believe by whatever means that, under this contract, a Beneficiary of services or an employee of Subcontractor or LEA has improperly or fraudulently applied for or received monies or services pursuant to this contract, such information shall be reported in confidence to LEA.

I. Indemnification – Third Party Claims

Notwithstanding any limitation in this Contract, Subcontractor shall defend and indemnify SCDHHS and all its respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Subcontractor, its subcontractors, their employees, workmen, servants or agents. Subcontractor shall be given written notice of any suit or claim. SCDHHS shall allow Subcontractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. SCDHHS shall allow Subcontractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of Subcontractor, and (ii) the settlement imposes no non-monetary obligation upon SCDHHS. Subcontractor shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of SCDHHS. SCDHHS shall reasonably cooperate with the Subcontractor defense of such suit or claim. The obligations of this paragraph shall survive termination of this Contract.

ARTICLE VII

TERMINATION OF CONTRACT

This Contract may be cancelled or terminated by either party at any time within the contract period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligations hereunder.

In the event of any termination of the Contract, the party terminating the Contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt requested.

Either party may terminate this Contract upon providing the other party with thirty (30) days written notice of termination.

IN WITNESS WHEREOF, LEA and Subcontractor, by their authorized agents, have executed this contract as of the ___ day of _____, 2021.

_____	_____
SCHOOL DISTRICT "LEA"	"SUBCONTRACTOR"
BY: _____	BY: _____
WITNESSES:	WITNESSES:
_____	_____
_____	_____