

MEMORANDUM OF UNDERSTANDING (MOU)

The parties to this MOU are **Foster County Public Health (FCPH)** and **Central Clinic (MAT Clinic)**

1. PURPOSE

The purpose of this Memorandum of Understanding is to coordinate exchange of data and/or funding between the two above agencies. This effort is associated with North Dakota's State Opioid Response Grant (SOR), funded by the federal Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), administered through the North Dakota Department of Human Services.

2. TERM OF CONTRACT

The term of this contract is for a period of June 1, 2019 through September 30, 2019. There is potential for another full year of funding commencing on October 1, 2019. A new contract will be required if additional funding is received.

3. SCOPE OF SERVICE

Central Clinic

shall compile and forward data to FCPH on Opioid Disorder Use (ODU) patients seen by Central Clinic each month the contract exists. Central Clinic will complete data spreadsheet and return to FCPH by the 5th of each month that the contract exists.

FCPH

will in exchange for data, pay Central Clinic for the cost of initial start-up liability insurance for Central Clinic; not to exceed \$5,000 This is a one-time only payment that will occur after receipt is presented, but must occur prior to September 1st, 2019. FCPH will also attempt to assist Central Clinic in advertising and other efforts as able; activities must align with the deliverables of the SOR grant funding.

4. TERMINATION OF CONTRACT

A. Termination by Mutual Agreement or Notice

This agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-day's written notice by either party, with or without cause.

B. Termination for Lack of Funding or Authority

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- 3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

5. FORCE MAJEURE

Central Clinic will not be held responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond Central Clinic's reasonable control and Central Clinic gives notice to FCPH immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

6. RENEWAL

This contract will not automatically renew. FCPH will provide written notice to Central Clinic of its intent to renew this contract at least 30 days before the scheduled termination date.

7. INDEMNITY

Central Clinic and FCPH each agree to assume their own liability insurance for any and all claims of any nature

including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this agreement.

- 1) Central Clinic shall furnish a certificate of insurance to the undersigned FCPH representative prior to commencement of this agreement. All endorsements must be provided as soon as practicable.
- 2) Failure to provide insurance as required in this agreement is a material breach of contract entitling FCPH to terminate this agreement immediately.

8. CONFIDENTIALITY

Information and records are confidential as defined in N.D.C.C. §§ 12-47-36 and 27-21-12 and under applicable federal and state law, including 42 CFR Subchapter A relating to drug and alcohol evaluation and treatment records. FCPH shall maintain all data furnished by Central Clinic. FCPH is not asking for identifying information that will breach confidentiality. FCPH will share data received from Central Clinic for the purpose of grant-required activities. All data furnished by Central Clinic shall remain in the custody of FCPH during the term of this agreement to carry out the purpose of this contract

9. INDEPENDENT ENTITY

CENTRAL CLINIC and FCPH are independent entities under this agreement. In the performance of the work, duties and obligations devolving upon CENTRAL CLINIC and FCPH under this agreement, it is mutually understood and agreed that CENTRAL CLINIC, its faculty, staff and FCPH's, at all times shall be acting as an independent entity under this agreement. CENTRAL CLINIC, its faculty, and staff are not employees of FCPH for all purposes, including but not limited to, the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this agreement shall be construed to represent the creation of an employer/employee relationship. CENTRAL CLINIC will retain sole and absolute discretion in the judgment of the manner and means of carrying out CENTRAL CLINIC's activities and responsibilities under this agreement, except to the extent specified in this agreement.

10. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CENTRAL CLINIC agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. CENTRAL CLINIC agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation, and workers' compensation premiums. CENTRAL CLINIC shall always have and keep current during the term of this contract all licenses and permits required by law.

11. MERGER AND MODIFICATION

This MOU constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

12. EFFECTIVENESS OF MOU

This MOU is not effective until fully executed by both parties.

CENTRAL CLINIC

Shane Wendel

By: _____

Title: _____

Date: _____

FOSTER COUNTY PUBLIC HEALTH

Lisa Hilbert

By: _____

Title: _____

Date: _____

