

## **Memorandum of Agreement**

Between  
Clemson University, acting through the Joseph F. Sullivan Center  
and  
City of Clemson  
for  
Specified Health Services: Scheduled Access to Acute Care

The City of Clemson is a partially self-insured local government entity with approximately 120 full-time (insured) and 120 (uninsured) part-time employees. An outside insurance broker provides management, and wellness screening services for their insured population. To maximize efficiency and decrease lost work time, city officials identified the need to have immediate access to affordable, acute care for their employees, spouses, significant others, and dependents as a health benefit.

The Joseph F. Sullivan Center is a multidisciplinary Nurse-managed Health Center with an academic mission for health research, health professions education, and community service. The primary focus areas for service are population health promotion and healthy community environments. The Center provides a comprehensive wellness promotion program for the Clemson University employees. Through services and programs supported by the university, third party reimbursement, or special pricing, the center offers acute and chronic care, adult vaccinations, Medical Surveillance, wellness screenings, physical examinations, mental health services, health education, and is developing online and onsite stress management interventions to benefit employee populations.

### **I. Purpose**

Designated health service appointments will be made available for the City of Clemson employees and dependents as determined by the City of Clemson primarily for the provision of scheduled clinic access for acute care, and other specified health needs as agreed upon by both parties.

Special programming may be offered by professionals and students in the College of Health, Education, and Human Development for research and educational purposes.

### **II. Scope of Services**

- A. Under the terms of this MOA, Clemson University Joseph F. Sullivan Center shall be responsible for the following items:
- Provide clinic access to acute care services (diagnosis and treatment of minor illness or injury) specifically scheduled for the City of Clemson employees and dependents. These services will be provided for 3.75 hours per week at either the Joseph F. Sullivan Center or an accessible offsite facility. If services are provided beyond 3.75 hours per week an hourly rate of \$133 will be charged in addition to the quarterly fee to the City of Clemson. These services will include morning and afternoon hours and will be provided Monday through Thursday for three days per week. The Sullivan Center will provide the City of Clemson with a schedule of available hours. This schedule can be modified at the discretion of the Sullivan Center.

- The 2015-2016 contract may include additional services that benefit both parties. This may include physical assessment during the regularly scheduled course dates and times this service is offered in conjunction with the School of Nursing for employees requiring DOT physical examination. Additionally, this may include limited referral appointments from the insurance agency nurse case manager, for assistance with education, assessment, or treatment of non-controlled diseases. These clients will then be returned to their PCP.
  - Services will be managed by a certified nurse practitioner. The nurse practitioner will operate within the scope of the South Carolina Nurse Practice Act to provide acute care.
  - Coordinate with primary health care providers who will be responsible for prevention and treatment of chronic conditions.
  - Maintain full credentialing of health care practitioners providing medical services under this contract, and provide documentation upon request for the City of Clemson.
  - Provide monthly invoice for any additional fees for hourly charges in excess of the 3.75 contract hours per week. The invoice will be mailed within a forty-five day time frame after the end of each month.
  - Carry \$300,000/\$600,000 per occurrence, medical professional liability insurance through the South Carolina Insurance Reserve Fund. A certificate of insurance is available upon request.
- B. Under the terms of this MOA, the City of Clemson shall be responsible for the following items:
- Identify individuals who are eligible for services with an identification card. Provide notification when individuals become ineligible for services (leave employment, etc.).
  - The City of Clemson will pay \$6,250 (to be standardized to Jan/Feb/Mar, Apr/May/June, July/August/Sept, Oct/Nov/Dec) to Clemson University due on or before the first day of each quarter. The first payment will include the first full quarter (April, May and June). Monthly invoices will also be provided which include any additional costs incurred. In the event that both parties agree and occasional additional services are needed, an hourly charge of \$133 will be billed for services provided in excess of the 3.75 hours per week. Payment for the monthly invoice is due within thirty (30) days of the date of the invoice.
  - Available slots will be managed by the Sullivan Center staff coordinated through a designated representative from the City of Clemson. Drop-in patients will not be an expectation of this contract.
  - The City of Clemson has considered including other similar agencies as partners in this project at the approval of Clemson University.

### **III. Terms and Conditions**

#### **A. Service Dates**

- This MOA shall be effective April 1, 2015 and will terminate on March 31, 2016.
- This MOA is renewable based on an annual review and agreement by both parties. The annual review will determine if services are adequate, additional needs are identified, and to assure quality and satisfaction with service delivery exists.
- Services will not be provided when Clemson University is closed for holidays or on the occasion that the medical providers are unavailable.

- This MOA may be terminated by either party with ninety (90) days advanced written notice. In the event of a termination prior to the end of the contract term, the City of Clemson will be responsible for all applicable monthly charges, a prorated final monthly charge as well as any additional costs incurred and any hourly charges beyond 3.75 hours per week.

**B. Amendment**

This Contract represents the complete agreement between the parties, superceding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this Contract shall be in writing in the form of a supplemental agreement signed by all necessary parties and setting forth therein the proposed change, correction, or addition.

**C. Independent Contractor**

In performing the services required by the Contract, each party will act as an independent contractor and not as an employee or agent of the other party. The relationship of the parties to this Contract shall not be construed to constitute a partnership, joint venture or any relationship, other than that of independent contractor.

**IV. Memorandum of Agreement Cost**

The cost of this MOA to the City of Clemson is \$6,250 quarterly, plus an hourly charge of \$133 per hour for every hour beyond 3.75 hours per week that services are actually provided, and additional costs related to blood or other specimens sent off-site for analysis, vaccines and medications given by injection. The additional fee for these services will be at the University's established billing rate. The MOA includes the services of a nurse practitioner, medical assistant, administrative support, and supplies of on-site basic laboratory services (consistent with CLIA waived procedures which includes urinalysis, finger-stick glucose, finger-stick hemoglobin, etc.). The first payment of \$6,250 is due on or before April 30, 2015.

**Clemson University**

**City of Clemson**

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Robert H. Jones  
Executive Vice President for Academic Affairs  
and Provost

\_\_\_\_\_  
J. C. Cook  
Mayor

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

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