

TAM-R DATA COLLECTION CONTRACT BETWEEN

MST INSTITUTE

And

THE CONTRACT by and between _____, hereinafter referred to as the Client, and MST Institute, referred to as MSTI:

WITNESS: In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this contract according to the provisions set out herein:

A. MSTI agrees to perform the following services:

MSTI will provide telephone contact services to collect the Therapist Adherence Measure (TAM-R) data required of the Client's Families enrolled in the MST program. This service consists of:

1. Pre-implementation assessment and consultation regarding the development and implementation of the MST TAM-R data collection process.
2. Monthly MSTI telephone contact with Client's Families enrolled in the MST Program to complete the TAM-R Questionnaire.
3. Store and maintain all Client's Family TAM-R data collected in the MSTI database.
4. Provide access to standard reports related to Client's Supervisors and Therapists on the MSTI Website (www.mstinstitute.org).
5. Introduce strict procedures to protect the confidentiality of the information required to implement the MSTI data collection project.
 - MSTI and its subcontractors agree to keep all information identifying Client's Families confidential and to not disclose such identifying information to a third party, except as required to be disclosed by state or federal law.
 - The information interface for this project will be a secured data-driven website controlled by MSTI. Access to the website will be strictly controlled by a user-id and password, and all communication between the web server and Clients will be encrypted. Once a user is authenticated, the user will only have access to the forms and data needed to perform their role in the system. This system will maintain compliance with applicable HIPPA standards and guidelines.

B. The Client agrees that:

1. Compensation shall be \$20 per month per Client's Family enrolled for the service. Invoices shall be paid monthly in arrears.
2. Special report support can be obtained by requesting a quotation and will be subject to separate reimbursement.
3. The Client will follow all aspects of the data collection protocol, including informing Families that personal information will be shared with MSTI for the purposes of monitoring the quality of the services provided. A sample statement for Families is attached.
4. The Client will maintain up to date and accurate contact information of the MST staff employed by the Client on the MSTI website (www.mstinstitute.org).
5. Client will provide necessary Client Family telephone contact and enrollment information to MSTI within five working days of the Client's Family first face-to-face visit with the MST Program. This information shall be entered on the MSTI website (www.mstinstitute.org) and updated if contact information changes while Family is enrolled in services
6. Client will complete discharge form within one week of discharge.

C. The parties agree that the following shall be essential terms and conditions of this contract.

1. **LIABILITY:** Within the limits of its professional and general policies of insurance, MSTI agrees to hold the Client, its officers, employees, and agents (indemnified persons) harmless from any liability for damages or claims for damages of whatever nature arising from the negligent acts and omissions occurring during the conduct of this contract. MSTI does not agree to hold the indemnified persons harmless for the negligence of the Client, its officers, employees, or agents, or the actions of a third party over which MSTI has no supervision, control, or jurisdiction.

Insofar as is authorized under the Constitution and laws of the State of South Carolina the Client agrees to hold MSTI harmless for any liability for damages or claims for damages of whatever nature arising from the negligent acts and omissions occurring during the conduct of this contract. The Client does not agree to hold MSTI harmless for the negligence of MSTI, its officers, employees, or agents, or the actions of a third party over which the Client has no supervision, control, or jurisdiction.

2. The term of this contract shall begin _____, 200__ and will continue through _____, 200__. This Agreement shall automatically renew for successive one-year terms until terminated by either party by notice at least sixty days prior to the end of any one-year term.
3. The contract may be terminated by either party for any reason by giving written notice to the other, at least 30 days before the effective date of the termination.

In the event, the MSTI shall be entitled to receive just and equitable compensation for any satisfactory authorized services rendered prior to termination date.

4. If the MSTI fails to fulfill in a timely and proper manner its obligations under the contract, or if the MSTI shall violate any of the terms of this contract, the Client shall have the right to immediately terminate this contract. Notwithstanding the above, the MSTI shall not be relieved of liability to the Client for damages sustained by virtue of any breach of the contract by the MSTI.
5. This Contract may be modified only by written amendment executed by all parties hereto.
6. All correspondence with MSTI regarding this contract, including billing questions and payments, should be directed to the following:
MST Institute
Attn: Shirley Claytor
710 Johnnie Dodds Blvd., Suite 200
Mt. Pleasant, SC 29464
Phone: (843) 856-8226
Fax: (843) 856-8227
7. All correspondence with Client regarding this contract, including billing questions and payments, should be directed to the following:
Organization: _____
Attn: _____
Street: _____
City: _____
State: _____ Zip Code _____
Phone: _____
Fax: _____

EXECUTED this _____ day of _____, 200__.

For: MST INSTITUTE CLIENT

NAME: _____

TITLE: _____

DATE: _____

Attachment A

MSTI TAM-R Data Collection Client Family Privacy Notice

Our MST program is committed to providing you and your family the best possible services. Therefore, someone will call you periodically to ask you questions about the services you are getting and whether you feel things are getting better. Your opinions are extremely important to our efforts to improve services to families like yours.

We are working with telephone interviewers at Pioneer Marketing Research (PMR) to collect this information. Therefore, we will share your name and telephone number with them so they can call to ask you some questions about the services you are receiving. This information will not be shared with anyone else in a way in which you can be identified. The staffs at PMR, MSTI and MST are trained in the importance of maintaining confidentiality and your privacy. Your personal information will be protected with safeguards that comply with the highest standards.

You do not need to consent to the use of your personal information in this way in order to receive MST services. However, participating in the telephone interviews does ensure that you will receive the best possible service.

If you have any questions about this notice or if we can help you in any way, please call:

MST supervisor: _____

MST Provider Organization: _____

Phone number: _____