

MEMORANDUM OF AGREEMENT

This binding Memorandum of Agreement ("MOA") serves to set forth the mutual understanding to provide education and training for Project DAWN ("Covered Services") by and between Morrow County Health Department (MCHD), the oversight agency, and _____, of _____ County

I. Provision of Covered Services:

1. Morrow County Health Department (MCHD) will assure that participating county entities (Project DAWN Program sites) receive timely train-the-trainer training that meets Project DAWN requirements.
2. Newly-trained trainers through this agreement between MCHD and _____ will provide community-based training, up to _____ participants will receive education on overdose and the use of Naloxone. Trainings will continue throughout the cycle of funding (March 2016 through June 30, 2017) to community residents, agency staff, health care, public health and/or mental health and recovery board employees who require/wish to participate in Project DAWN.
3. The training and education is consistent with, at a minimum, the prevailing standard of Project DAWN requirements and in the same professional manner and pursuant to the same professional standards as are generally furnished and/or required. Project DAWN is a community-based overdose education and naloxone distribution program. Project DAWN participants will be provided training on the following but not limited to:
 - Recognizing the signs and symptoms of overdose
 - Distinguishing between different types of overdose
 - Performing rescue breathing
 - Calling emergency medical services
 - Administering intranasal Naloxone
4. MCHD will provide Project DAWN registration and refill forms, and instruction for data submission. _____ will agree to enter data electronically by the 5th of each month, starting in July 2016.
5. _____ will provide MCHD with training dates, names of trainers, number of participants and naloxone kits distributed and/or refilled, on the 5th of each month, starting in July 2016.
6. _____ will ensure that all personnel who deliver the training/education will be proficient.
7. _____ will use the documents provided, follow the procedures and meet the dates developed by MCHD and as determined by project plan including but not limited to the following:
 - Follow the timelines for program activities;

- Adopt policies and procedures that were developed by MCHD;
- Provide a letter of commitment from agency Medical Director, copy of current TDDDL, and signed MOA; and
- Participate in the regularly scheduled conference calls

II. Department Responsibilities:

1. MCHD will provide Project DAWN kits to _____ to deliver to the participants who attend and complete the Project DAWN training.
2. MCHD will provide necessary and required forms and instructions for completion to _____.
3. MCHD will provide Project DAWN brochures / flyers / advertisements, times and locations that can be tailored (name of agency, contact information, logo of agency, to meet the needs of _____).

III. Insurance:

1. _____ and its personnel furnishing services to patients will be covered by a professional liability insurance policy (malpractice, errors, and omissions) providing sufficient coverage against professional liabilities which may occur as a result of the services that the Department furnishes to/for its patients.

IV. Assurance of Patient and Clinician Choice

Nothing in this MOA requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for, the referral of individuals or business to either party by the other party.

V. Term and Termination

The term of this MOA will commence on _____ and continue until terminated by either party. Either party can terminate its participation in the MOA with 30 days written notice at any time upon notice to the other party without penalty or consequence.

VI. Privacy and Confidentiality of Patient Information

1. MCHD and _____ will comply with any federal or state law governing the privacy and confidentiality of the individually identifiable health information, including patient names and other medical information, maintained in electronic, oral or written form ("Protected Health Information" or "PHI") for the purposes of treatment, payment and health care operations, as such terms are defined in HIPAA and its implementing regulations set forth at 45 CFR Part 160 and Part 164.
2. MCHD and _____ will: (i) not use or disclose PHI other than as permitted or required by this MOA for the proper performance of its duties and responsibilities hereunder; (ii) use appropriate safeguards to prevent use or disclosure of PHI other than as provided for under this MOA; and (iii) notify the other immediately in the event the party becomes aware of any use or disclosure of PHI which violates the terms

and conditions of this MOA or applicable federal and state laws.

3. If either party is required to disclose to a third party, or desires to allow a third party access to, any PHI so that the third party may assist in the performance of, or otherwise perform on behalf of the disclosing party, a business function or activity, the disclosing party will require the third party to agree in writing to comply with the requirements set forth herein and enter into a HIPAA-compliant Business Associate Agreement, to the extent applicable to the services provided by the third party.

Both MCHD and _____ agree that they have freely negotiated the terms of this MOA and that neither party has offered or received any inducement or other consideration from the other party in exchange for entering into this MOA.

MCHD appreciates _____ willingness and commitment to provide Covered Services. Through this MOA, the parties are enhancing the accessibility of high quality services to populations who may not otherwise have the opportunity to receive such services, helping them to achieve their optimal level of wellness.

MORROW COUNTY HEALTH DEPARTMENT

By: _____

Its: Health Commissioner

Date: _____

_____ County Health Department

By: _____

Its: Health Commissioner

Date: _____