**MEMORANDUM of UNDERSTANDING**

This Memorandum of Understanding (hereinafter “MOU”), entered into on October 2022 and (hereinafter “effective date”) between *ENTITY/ORGANIZATION NAME* and HOSPITAL NAME (hereinafter “Hospital”), outlines the understanding between the parties for the delivery of recovery coaching services by *ENTITY/ORGANIZATION NAME* at the Hospital Emergency Department for persons identified by the Hospital’s Emergency Department as having overdosed on opioids or presenting with an illness or injury due to an alcohol and/or substance use disorder. The intent of this program (hereinafter “Program”) (IS TO PROVIDE…ENTER YOUR SERVICES HERE). The parties are aware that ENTITY NAME/ORGANIZATION NAME is undertaking to simultaneously provide this Program to (#OF HOSPITALS) hospitals in eastern Connecticut, via (# OF RECOVERY COACHES) full time Recovery Coaches (hereinafter “Recovery Coach” or “Coach”) and its ED Recovery Coach Manager (hereinafter “Manager”).

The parties are seeking to work together to provide for the care for those patients who present themselves to the Hospital due to an opioid overdose, or an illness or injury due to an alcohol and/or substance use disorder and they wish to work under the spirit of the following understanding:

1. Duties of Hospital
2. The Hospital ED staff will identify an opioid overdose patient or patient that presents with an injury or illness due to an alcohol and/or substance use disorder and determine in its discretion if the patient is appropriate and amenable for participation in the Program.
3. Subject to all applicable state and federal laws and regulations regarding confidentiality of patient healthcare information, and after receipt of a signed authorization form from the patient or the patient’s personal representative, the Hospital will contact ENTITY NAME/ORGANIZATION NAME at its dedicated “hotline” number to request the dispatch of a Recovery Coach.
4. Hospital staff shall brief the Coach about the patient upon his/her arrival.
5. Hospital shall provide an accessible and private area on site for the patient and Coach to sit and meet.
6. Hospital shall inform its Emergency Department staff about the Program so that they may make appropriate referrals of patients.
7. Hospital shall provide all Coaches with the training it deems necessary for Coaches to effectively work in the Hospital Emergency Department environment.
8. Hospital shall communicate with the Manager about any concerns or logistics during the ongoing Program.
9. Program Services
10. ENTITY NAME/ORGANIZATION NAME shall dispatch its next available Coach to the Hospital upon receipt of a call to its hotline. The target response time shall be within (# OF HOURS) hours of the receipt of a call. This time frame shall be subject to Coach being on shift and not having been dispatched to another of the three hospitals the Program is serving.
11. Coach shall meet with the patient to discuss how he/she can help with resources for treatment and/or recovery.
12. Coach shall be available to speak with the patient’s family if patient desires or if family is seeking resources for their own support.
13. Coach will work with the patient to link him/her to detox, treatment, recovery and/or other community resources.
14. Hospital shall work with the Coach by providing information, with patient’s permission, about insurance, other eligibility or qualification criteria and the patient’s prior or preferred agencies or providers.
15. Coach will provide ongoing follow up support as agreed to by the patient and the Coach.
16. Coach or other ENTITY NAME/ORGANIZATION NAME personnel shall provide ongoing telephone recovery support calls to the patient/recoveree for a minimum of ten days.
17. Coaches shall conduct themselves as professionals while at the Hospital and comply with any and all Emergency Department and Hospital policies, procedures, and rules of conduct pertaining to visitors and/or third party, independent contractors providing services for patients.
18. Duties of ENTITY NAME/ORGANIZATION NAME
19. ENTITY NAME/ORGANIZATION NAME Coaches shall adhere to Joint Commission standards and other applicable regulatory standards while onsite at the Hospital, provided that the Hospital shall provide ENTITY NAME/ORGANIZATION NAME with copies of any such standard as a condition hereof.
20. ENTITY NAME/ORGANIZATION NAME shall provide competent, trained recovery coaches to the Hospital. Training shall include, at minimum, the ENTITY NAME/ORGANIZATION NAME Recovery Coach Academy, Ethical Considerations for Recovery Coaches, Mental Health First Aid and Recovery Coach Professionalism.
21. ENTITY NAME/ORGANIZATION NAME shall provide the Hospital with a roster of its Program Recovery Coaches. ENTITY NAME/ORGANIZATION NAME shall forthwith provide Hospital with any additions or terminations of Coaches on said roster.
22. ENTITY NAME/ORGANIZATION NAME shall train Coaches about all applicable state and federal laws and regulations regarding confidentiality of patient healthcare information.
23. ENTITY NAME/ORGANIZATION NAME shall provide Hospital ED with “prescription pad” style resource handouts to be given to all patients or family members with ED discharge paperwork.
24. ENTITY NAME/ORGANIZATION NAME shall provide education about recovery coaching and the Program to Hospital Emergency department staff as requested.
25. ENTITY NAME/ORGANIZATION NAME shall immediately notify Hospital in writing, and shall immediately suspend any Coach, upon the occurrence of any one of the following events: (i) revocation, suspension or limitation of a Coach’s certification or license to practice her/his profession; (ii) revocation, suspension or limitation of a Coach’s right to participate in any state or federal health care payor program; or (iii) a determination by any professional regulatory organization, governmental organization or court of law that such Coach participated in unprofessional conduct.
26. ENTITY NAME/ORGANIZATION NAME shall immediately remove a Coach from participating in the Program at the Hospital upon the Hospital’s reasonable determination that the Coach has violated Hospital policy or rules of conduct or poses a risk to the well-being of Hospital patients, staff or visitors.
27. Term. This MOU shall have an initial term of (# OF YEARS) years from the effective date and shall (STATE IF MOU WILL RENEW AUTOMATICALLY OR WITH WRITTEN NOTICE) renew (HOW OFTEN?) on the effective date. The MOU may be terminated at any time upon the occurrence of the following:
28. Termination of funding of the Program;
29. Termination by either party, with or without cause, upon thirty days written notice to the other; or
30. Termination by mutual agreement.

The parties may also amend this MOU at any time by mutual consent.

1. Insurance. (ENTER INSURANCE TERMS HERE. EXPLAIN THAT YOU WILL MAINTAIN INSURANCE COVERAGE THROUGHOUT THE TERM OF THIS AGREEMENT) CERTAIN INSURANCE TYPE/AMOUNTS MAY BE REQUIRED.
2. Confidentiality. Each party shall, and shall cause each of their employees and agents to, safeguard the use and disclosure of patients’ personal health information in accordance with all state and federal confidentiality and privacy laws and regulations, including but not limited to the federal Health Insurance Portability and Accountability Act, as amended (“HIPAA”) and, as applicable, the federal Confidentiality of Alcohol and Drug Abuse Patient Records Act (42 C.F.R. Part 2).
3. Records. The parties will work collaboratively to develop and implement a method by which Coaches will be given patients’ records to enable Coaches to provide Program services to the patients. The Hospital may, in its discretion, require ENTITY NAME/ORGANIZATION NAME and/or individual Coaches to execute confidentiality agreements prior to accessing the Hospital’s medical records or medical records system.
4. Background Checks. (ENTER YOUR BACKGROUND CHECK PROCEDURE HERE) Please follow state laws in accordance with these requirements.
5. Immunizations. ENTITY NAME/ORGANIZATION NAME acknowledges that Hospital may have policies about required immunizations and health care screenings for health care workers.
6. EXPLAIN THAT YOU WILL MAINTAIN ALL IMMUNIZATION REQUIREMENTS AS SPECIFIED BY THIS AGREEMENT WITH HOSPITAL FOR YOUR EMPLOYEES/COACHES HERE.
7. Personal Identification. Hospital shall furnish Identification Badges to the Coaches listed in the staff roster prior to rendering of services, identifying the Coach’s name and title of “ENTITY NAME/ORGANIZATION NAME Recovery Coach”. Coaches shall wear the identification badge while on site at the Hospital, and shall surrender the badge to ENTITY NAME/ORGANIZATION NAME upon termination of this MOU or of his/her separation from ENTITY NAME/ORGANIZATION NAME.
8. Indemnification. (MUTUALLY AGREED BETWEEN BOTH PARTIES) Each party shall indemnify, defend and hold the other harmless from and against any and all damages incurred as a result of breach of this MOU.
9. Notice. All notice to be given under this MOU shall be in writing and delivered to the following addresses:
10. To ENTITY NAME/ORGANIZATION NAME: SIGNOR, ENTITY NAME/ORGANIZATION NAME, ADDRESS; EMAIL
11. To HOSPITAL: SIGNOR; HOSPITAL NAME, HOSPITAL ADDRESS; EMAIL
12. Independent Contractors. It is understood and agreed that this MOU is not intended to create an employment, partnership, principal-agent or joint venture relationship between the parties or their employees and agents. ENTITY NAME/ORGANIZATION NAME and Hospital are for all purpose’s separate entities and independent contractors; neither is obligated to provide any wages, compensation or benefits to the agents or employees of the other party.

The parties hereby execute this MOU as of the effective date, through their following, duly authorized agents.

ENTITY NAME/ORGANIZATION NAME HOSPITAL NAME

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: PRINTED SIGNATURE Name: PRINTED SIGNATURE

Title: Title: