

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("Amendment") is entered into as of May 2, 2018 ("Effective Date"), and is made by and between PENINSULA REGIONAL MEDICAL CENTER ("Hospital") and WICOMICO COUNTY COMMUNITY HEALTH SERVICES, a department of the Wicomico County Health Department (the "Health Department" or "WiCHD"), each a "Party" and collectively, the "Parties". This Amendment amends the MEMORANDUM OF UNDERSTANDING entered into as of June 2, 2017 ("Agreement").

WHEREAS, the Parties had originally entered into a Memorandum of Understanding; and

WHEREAS, the Parties desire to enter into this Amendment for the purposes set out herein:

NOW, THEREFORE, the Agreement is amended as follows:

Section 4. Hospital Duties – Responsibilities and Services.

g. Hospital shall permit WiCHD COAT team members who respond to the Hospital emergency department for drug overdose patients and/or high-risk patients to distribute Wicomico County Health Department Naloxone HCl ("Narcan") nasal spray kits to patients and/or to patient's caregiver at an appropriate time during a Coat team member's contact with the patient or upon patient discharge. The hospital will not be responsible for supplying the kits or training patients and/or patient caregivers on the use of Narcan.

Section 5. WiCHD Duties – Responsibilities and Services.

h. COAT team members, certified to provide training to others, are permitted to distribute a Wicomico County Health Department Narcan nasal spray kit to patients and/or caregivers and to educate patients and/or caregivers on the appropriate use of the medication. The kits may be distributed at an appropriate time during a Coat team member's contact with the patient or upon patient discharge. COAT team members will not administer the product on the Hospital campus.

Section 6. Term and Termination.

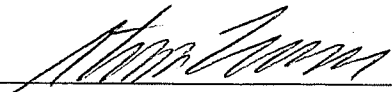
a. The term of the agreement shall be extended through June 30, 2019.

Except as set forth specifically herein, the remaining terms and conditions of the Agreement shall remain in full force and effect.

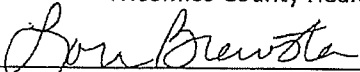
Signature page to follow

IN WITNESS WHEREOF, this Amendment has been executed as of the Effective Date above.

PENINSULA REGIONAL MEDICAL CENTER

By: 
Steven Leonard, FACHE
President/CEO

**WICOMICO COUNTY COMMUNITY
HEALTH SERVICES**, a department of the
Wicomico County Health Department

By: 
Lori Brewster, MS, APRN/BC, LCADC

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") dated this 1 of July, 2016 (the "Effective Date") sets forth the principal objectives, understanding and preliminary agreement by and between **PENINSULA REGIONAL MEDICAL CENTER ("Hospital")**, and **WICOMICO COUNTY COMMUNITY HEALTH SERVICES**, a department of the Wicomico County Health Department (the "Health Department" or "WiCHD") for the purpose of defining each Party's role and responsibilities in the services and care provided by the Community Outreach Addiction Team (COAT). Each of Hospital and Health Department are hereinafter sometimes referred to as a "Party", and collectively as the "Parties."

WITNESSETH:

WHEREAS, Peninsula Regional Medical Center is a not for profit corporation that seeks to collaboratively work with community organizations to help to improve the health of residents living in the Eastern Shore region of Maryland; and

WHEREAS, Health Department is a Governmental Agency that is dedicated to serving the population of the community including the surrounding communities of Wicomico, Worcester, Somerset and Dorchester Counties; and

WHEREAS, the Wicomico County council recently approved funding for an anti-drug program, the Community Outreach Addiction Team (COAT) program; and

WHEREAS, The Parties with the support of law enforcement and emergency services desire to join forces to provide services in the Community Outreach Addiction Team (COAT); and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Services and Cooperative and Collaborative Efforts. Hospital and WiCHD agree to coordinate the provision of services as outlined in this MOU. Hospital and WiCHD through their respective, duly authorized representative shall meet in person or by phone regularly as determined by mutual consent of the Parties throughout the term of the MOU to collaborate and utilize the best expertise of both Parties.
2. Oversight Committee. A committee comprised of members of Peninsula Regional Medical Center, the Wicomico County Health Department, law enforcement and emergency medical services shall serve on the committee.
3. Referrals. Each member of the Oversight Committee may refer individuals to the program.
4. Hospital Duties – Responsibilities and Services.
 - a. Identify Emergency Department (ED) drug and alcohol overdose patients.
 - b. Develop strategies to identify high risk patients.
 - c. Contact WiCHD response team based on criteria established for an overdose substance abuse patient and/or high risk patients.
 - d. Discuss the Community Outreach Addiction Team Care program with any and all patients identified, and encourage patients to take part in the program.

- e. Facilitate a 'warm handoff' of each participating patient while the patient is still in the Hospital.
 - f. Provide workspace for the Peer Support Individuals to perform their work as provided in this Agreement.
5. WiCHD Duties – Responsibilities and Services.
- a. Assist all patients referrals from Hospital who are adults living in Dorchester, Somerset, Wicomico, or Worcester counties, referred before discharge for inpatient treatment.
 - b. Provide and maintain a 24/365 direct access line.
 - c. Provide oversight by peer support specialist supervisor.
 - d. Provide Support individuals who shall report to and are directly supervised by the social worker. A Peer Support individual shall have undergone treatment and successfully continued in recovery for at least two (2) years.
 - e. The Peer Support individual shall:
 - i. Report to ED within one (1) hour from initial contact by Hospital.
 - ii. Meet with patient and attempt to connect through familiarity.
 - iii. Offer assistance in the management of the crisis.
 - iv. Provide assessment and work with patient to determine appropriate treatment program by providing support and resources.
 - v. Respond to patients as many times as needed to become the dependable and consistent contact for them.
 - f. Provide COAT program brochures to Hospital.
 - g. Produce data collection and metrics to include responses to ED, treatment recommendations, and referrals.
6. Term and Termination.
- a. Term The Term of this MOU shall be one (1) year for the period on July 1, 2016 through June 30, 2017. The initial Term of the MOU is defined as the period commencing on July 1, 2016 and ending June 30, 2017.
 - b. Termination.
 - i. Termination Without Cause. Either Party may terminate this Agreement for any reason, with or without cause, after the Initial Term, at any time, by giving the other Party at least sixty days' (60) days prior written notice.
 - ii. Termination for Breach. This MOU may be terminated by either Party in the event of a material breach by the other Party, which is not cured by the breaching Party within five (5) days following receipt of written notice from the non-breaching Party specifying the alleged breach by the breaching Party.
7. Independent Contractor Status. Each Party shall act at all times under this MOU as independent contractors, and shall be required to perform at all times in accordance with currently approved methods and standards of practice for the services contemplated hereunder. At no time shall either Party be considered an agent, partner, subsidiary, or parent with the other Party for any purpose, nor will this arrangement be considered a joint venture. The provisions of this Paragraph shall survive expiration or other termination of this MOU, regardless of the cause of such termination.

8. Patient Records. Patient medical records will not be shared or released under the terms of this MOU.

a. Release of Information. Hospital and WICHD agree not to disclose any personal medical information regarding a patient to any outside party, except as permitted or required by law.

b. Protected Health Information. The Parties shall only use or disclose Protected Health Information (as such term is defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164, the "Privacy Standards"), as promulgated by the Department of Health and Human Services pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, in compliance with the Privacy Standards and the Security Standards (45 C.F.R. Part 160 and Subparts A and E of Part 164). In the event that Protected Health Information is disclosed by a Party or its agents to the other Party, its employees, contractors, subcontractors or agents, such other Party agrees to take reasonable steps to maintain, and to require its employees, contractors, subcontractors and agents to maintain the privacy and confidentiality of such Protected Health Information consistent with applicable law.

9. Exclusion from Federal Health Programs. Neither the Party, nor any Affiliate or person working for the Party or an Affiliate, has ever been (1) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) excluded from participation in any federal or state health care program, including Medicare and Medicaid. Each Party shall notify the other Party immediately in the event that (1) it, an Affiliate or any person working for that Party or an Affiliate, is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid, or another federal or state health care program; or (2) the Party, an Affiliate or any person working for the Party or an Affiliate is excluded from participation in any federal or state health care program, including Medicare and Medicaid.

10. Miscellaneous.

a. Transfer and Assignment. The rights granted by this MOU and the duties described herein may not be delegated (other than to an Affiliate, as defined herein) without the prior written consent of the Parties, which consent may be withheld for any reason. Neither Party may assign this MOU without the prior written consent of the other Party except that either Party may assign this MOU to an Affiliate without the consent of the other Party, provided however, that such assignment will not relieve the assignor of its liabilities and obligations under this MOU. For purposes of this MOU, an "Affiliate" shall be defined as an entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, either Party. For the purposes of this definition, "control" means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

b. Successors. This MOU shall inure to the benefit of, and be binding upon, the parties to this MOU and their respective successors and permitted assigns.

c. Waiver. Failure of any Party to exercise any right in the event of breach or default by any other Party shall not constitute or operate as a waiver of any right of any Party.

d. Governing Law. This MOU shall be interpreted and enforced in and in accordance with the laws of the State of Maryland.

e. Publicity. The parties acknowledge and agree that any public information or news release regarding the contents of this MOU, or any promotional or public relations activity regarding any Services, programs or facilities established under or arising out of the services provided hereunder shall be undertaken only in a manner which is mutually acceptable, in advance, to each Party and upon their respective express, prior written approval.

f. Entire Agreement/Amendments. This MOU represents the complete understanding of the parties hereto. Any amendment to this MOU shall be in writing and signed by both parties. Except for the specific provision of this MOU which thereby may be amended, this MOU shall remain in full force and effect after such amendment.

g. Compliance with Laws. Each Party shall conduct all of its activities hereunder in compliance with all laws, rules and regulations that are now or hereafter promulgated by any governmental authority or agency that governs or applies to the provision of the services or activities described herein.

h. Non-Discrimination. The Parties comply with the provisions of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 and all requirements imposed pursuant to the end that no person shall, on the grounds of race, color, national origin, religion, political affiliation or opinion, age, sex and gender, physical handicap, sexual orientation, marital status, or genetic information be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the provision of any care, service and/or employment.

i. Notice. All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given where received by the party to whom directed. Provided, however, that notice shall be conclusively deemed given at the time of deposit of such notice in the United States mail when sent by certified or registered mail, postage prepaid, to the other party at the following addresses (or at addresses as shall be given in writing by either party to the other):

To Hospital:

Peninsula Regional Medical Center
100 East Carroll Street
Salisbury, Maryland 21801
Attn: Karen Poisker, Vice President, Population Health

With a Copy to:

Peninsula Regional Medical Center
100 East Carroll Street
Salisbury, Maryland 21801
Attn: Legal Department

To WICHD:

Wicomico County Health Department
108 E. Main Street
Salisbury, Maryland 21801
Attn: Lori Brewster, MS, APRN/BC, LCADC

IN WITNESS WHEREOF, the Parties duly authorized representatives have hereto executed this MOU effective on the dates indicated next to the signatures set forth below.

PENINSULA REGIONAL MEDICAL CENTER

By: Margaret Naleppa
Margaret (Peggy) M. Naleppa, DR.M.
President/CEO

Date: 8-2-16

WICOMICO COUNTY COMMUNITY HEALTH SERVICES, a department of the Wicomico County Health Department

By: Lori Brewster
Lori Brewster, MS, APRN/BC, LCADC

Date: 8/1/16