

MEMORANDUM OF UNDERSTANDING

This document will serve as a Memorandum of Understanding ("MOU") between the undersigned parties, effective as of May 21, 2024. The purpose of this MOU is to provide treatment opportunities to persons with opioid addiction through education, medication-assisted treatment, behavioral health therapy, counseling, peer support, medical services, care coordination, case management, and additional service referrals, as needed. Each party hereto desires to work with each other to facilitate referrals, as needed, to best coordinate continuity and quality of care. The following criteria will be met for all matters relating to this MOU:

- 1. There will be no consideration, quid pro quo, favors, or any other remuneration exchanged in connection this MOU. The parties are engaging in this MOU solely in an effort to assist people fight opioid addiction.**
- All parties will individually maintain full responsibility for all services delivered by their employees or contract providers. Each party will orient and train its respective staff on any laws, rules, regulations or issue(s) deemed relevant to this affiliation.
- All parties will provide services to all persons, regardless of ability to pay, race, color, sex, national origin, disability, religion, age, sexual orientation, or gender identity. All parties will at all times comply with all applicable laws, rules and regulations with respect to their own business and operations.
- If applicable, have a process for sharing pertinent medical information through shared health records or other administrative processes by authorizations for release of information.
- The parties (and their employees, agents, and contractors) shall maintain the confidentiality of all patients and/or individual party information in accordance with all applicable state and federal laws including HIPPA, 42 CFR Part 22, and any and all other laws and regulations regarding the confidentiality of such information. The parties (and their employees, agents, and contractors) shall not divulge such confidential information to any third parties without the patient's or party's prior written consent, except, as to patients, unless required by law or as necessary to treat such patient. If required, each party will execute a commercially reasonable and legally compliant business associate agreement.
- The parties shall attempt to resolve any dispute arising under this MOU by engaging in an informal discussion. This MOU may be discontinued by either party at any time upon notice to the other party. Except for the immediately following paragraph, and Section 1 above, this MOU is non-binding.
- The parties agree and acknowledge that the terms of this MOU shall comply with all applicable state and federal laws, including the requirements under Section 1877 of the Social Security Act (the "Stark Law") and the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)). Agencies agree to cooperate to assure compliance with the Stark Law and the Anti-Kickback Statute and its accompanying regulations. In no event shall any services or work provided in connection with this MOU include any revenue or income received in connection with a designated health service(s) (as such term is defined in the Stark Law) or in connection with any activity that is in violation of any other federal or state law, rule or regulation. If such conditions do, in the parties' reasonable discretion, constitute any federal or state law, rule or regulation violation, then the parties shall cooperate with one another to comply with all such laws.

Project ME

5.22.24

Date

Name

Title

Aisha N. [Signature]
Executive Director
project ME

Behavioral Health Group

6.14.24

Date

Name

Title

[Signature]

AVP Operations