



MEMORANDUM OF UNDERSTANDING (MOU)
Between Midtown Community Health Center (Midtown)
and
the Weber Prosperity Center of Excellence (COE)

This Agreement is made and executed on the dates below between the Midtown Community Health Center (Midtown) located at 2240 Adams Avenue, Ogden, UT 84401 and the Weber Prosperity Center of Excellence (COE), a department of Weber County, Utah, located at the Weber Center, 2380 Washington Blvd, Suite #B040, Ogden, Utah.

Scope of Work

COE agrees to implement the Integrated Community Action Now (ICAN) model of Resource Integration for Midtown identified eligible families experiencing intergenerational poverty, to address their social determinants of health, and increase child health and well-being and family resilience. COE will report child health and well-being outcomes (as defined by the State of Utah and according to CMS), as well as increases in family resilience, report number of families the COE is actively working with on a quarterly basis to Midtown or as mutually agreed upon by the Parties.

Payment

In consideration for the services to be performed by COE, Midtown agrees to pay COE \$200,000, which will be paid in five installments of \$40,000. The installments will be paid by the end of the month in January 2022, April 2022, July 2022, October 2022, and January 2023. Payments will be made by check to:

Weber County
dba Weber Prosperity Center of Excellence
2380 Washington Blvd
Suite #B040
Ogden, UT 84401

Term

This Agreement shall be effective upon the date of execution and shall terminate on March 31, 2023.

Expenses

COE shall be responsible for all expenses incurred by COE while performing services under this Agreement. This includes automobile and other travel expenses; vehicle and other license fees and permits; insurance premiums; road, taxes; fines, cell phone expenses; meals; and all salary,





expenses, and other compensation paid to employees or contract personnel COE hires to complete the work under this Agreement.

Independent Contractor Status

COE is an independent contractor, and neither COE nor COE's employees or contract personnel are, or shall be deemed, Midtown's employees. In its capacity as an independent contractor, COE agrees and represents, and Midtown agrees, as follows: [Check all that apply]

1. COE has the right to perform services for others during the term of this Agreement.
2. COE has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. COE shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
3. COE has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
4. Neither COE nor COE's employees or contract personnel shall be required to wear any uniforms provided by Midtown.
5. The services required by this Agreement shall be performed by the COE, County employees, or COE personnel, and Midtown shall not hire, supervise, or pay any assistants to help COE.
6. Neither COE nor COE's employees or contract personnel shall receive any training from Midtown in the professional skills necessary to perform the services required by this Agreement.
7. Neither COE nor COE's employees or contract personnel shall be required by Midtown to devote full time to the performance of the services required by this Agreement.

Business Licenses, Permits, and Certificates

COE represents and warrants that COE and COE's employees and contract personnel will comply with all federal, state, and local laws requiring licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

State and Federal Taxes

Midtown will not:

1. withhold FICA (Social Security and Medicare taxes) from COE's payments or make FICA payments on COE's behalf; or





2. make state or federal unemployment compensation contributions on COE's behalf, or withhold state or federal income tax from COE's payments.

COE shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if COE is not a corporation, self-employment (Social Security) taxes.

Fringe Benefits

COE understands that neither COE nor COE's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Midtown.

Unemployment Compensation

Midtown shall make no state or federal unemployment compensation payments on behalf of COE or COE's employees or contract personnel. COE will not be entitled to these benefits in connection with work performed under this Agreement.

Workers' Compensation

Midtown shall not obtain workers' compensation insurance on behalf of COE or COE's employees. If COE hires employees to perform any work under this Agreement, COE will cover them with workers' compensation insurance to the extent required by law.

Insurance

Midtown shall not provide insurance coverage of any kind for COE or COE's employees or contract personnel. COE shall obtain the following insurance coverage and maintain it during the entire term of this Agreement: Any necessary malpractice insurance and/or liability insurance.

Indemnification

COE shall indemnify and hold harmless Midtown against any and all liability, loss, expense (including reasonable attorney's fees), and claims arising out of the negligent acts, errors, or omissions of COE.

Midtown shall indemnify and hold harmless COE against any and all liability, loss, expense (including reasonable attorney's fees), and claims arising out of the negligent acts, errors, or omissions of Midtown.

Terminating the Agreement

Either Party may terminate this Agreement at least 60 days after providing written notice to the other party of the intent to terminate.



Exclusive Agreement

This Agreement is the entire Agreement between COE and Midtown and no other statement, whether written or oral, shall be deemed a part of this Agreement unless specifically incorporated herein by reference.

Modifying the Agreement

This Agreement may be modified only by a writing signed by both Parties.

Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to Utah State court, jurisdiction of the county of Weber only after first attempting to resolve the dispute through Alternative Dispute Resolution, such as mediation.

Proprietary Information

The Parties shall not disclose the product of any work performed under this Agreement ("Work Product") that is not required to be disclosed under the Government Records Access Management Act (GRAMA). Work Product includes all notes, reports, documentation, drawings, and other similar products shared by either Party while performing under this Agreement. The Parties may use any work product as reasonably necessary to fulfill the obligations of this agreement.

No Partnership

This Agreement does not create a partnership relationship. Neither Party may enter into contracts on the other Party's behalf.

Assignment and Delegation

COE may not assign or subcontract any rights or delegate any of its duties under this Agreement without Midtown's prior written approval.

Applicable Law

This Agreement will be governed by Utah law, without giving effect to conflict of laws principles.

Signatures on the Next Page



Execution

MIDTOWN COMMUNITY HEALTH CENTER

By: Alicia Martinez

Alicia Martinez, CEO

11/4/2021

Date

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, on behalf of the Weber Prosperity Center of Excellence

By: _____

James H. "Jim" Harvey, Chair

Commissioner Harvey voted _____

Commissioner Jenkins voted _____

Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Date

