

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**By and Between**  
**Midtown Community Health Center (Midtown)**  
**and**  
**Weber County Sheriff's Office**

**Purpose**

This Memorandum of Understanding (MOU) establishes a collaborative partnership between Midtown Community Health Center (Midtown) and the Weber County Sheriff's Office (WCSO) to improve continuity of care for individuals with Substance Use Disorders (SUD) who are incarcerated in the Weber County Jail and transitioning back into the community. The goal of this partnership is to reduce barriers to treatment and improve health outcomes by ensuring timely access to medication-assisted treatment (MAT), primarily Vivitrol, and coordinated follow-up care pre- and post-release.

**Responsibilities of Weber County Sheriff's Office**

- Conduct screening of inmates for Substance Use Disorders using approved clinical tools.
- Identify individuals who may benefit from medication-assisted treatment (MAT), including Vivitrol.
- Refer eligible individuals to Midtown prior to release.
- Provide necessary demographic, clinical, and release information (as permitted by law and with appropriate consent) to facilitate care coordination.
- Collaborate with Midtown to support scheduling, either in-person or via telehealth services, of initial appointments prior to inmate release.
- Collaborate with Midtown to reach a goal of 2 successfully administered injections of Vivitrol prior to release. This goal is aspirational and not a guarantee. The number, timing, and administration of any injection remains subject to Midtown's medical clearance and clinical judgment.
- Weber County Sheriff's Office will coordinate the completion of appropriate lab testing (CMP, Drug UA, HCG for female participants) and share results with Midtown during the referral process.
- Assist in coordinating logistics to ensure individuals can access scheduled services upon release.
- Reimburse Midtown for services rendered, at Medicaid rates and as described in Appendix A, for covered services that Midtown provides to referred individuals while they remain in WCSO custody. Midtown shall not bill WCSO for any service for which it receives, or is eligible to receive, payment from Medicaid or another third-party payer. Ensure appropriate releases of information (ROI) are obtained to allow communication between WCSO and Midtown in compliance with HIPAA and 42 CFR Part 2 regulations.

**Responsibilities of Midtown**

- Provide assistance in scheduling SUD treatment appointments prior to or immediately following release.
- Collaborate with the WCSO toward the goal of successful administration of 2 doses of Vivitrol, prior to release.
- Prioritize timely access to care for referred individuals.
- Bill the WCSO for services rendered by Midtown for covered services Midtown provides to referred individuals while they remain in WCSO custody, and accept the Medicaid rate as payment in full for those services. Midtown shall not bill WCSO for any service that is payable by Medicaid or another third-party payer. Provide Vivitrol medication, as

appropriate, for administration to Midtown patients following completion of medical clearance.

- Provide comprehensive assessment to determine appropriate treatment plans.
- Conduct outreach and follow-up to support treatment adherence and engagement.
- Assist patients with addressing barriers to care, including transportation, insurance enrollment, and social support services.
- Maintain compliance with all applicable federal and state laws, including HIPAA and 42 CFR Part 2 regarding substance use disorder treatment confidentiality.
- Provide subsequent injections, primary care services, substance use disorder counseling, and enabling services such as managing transportation, translation, and coordination of care.
- Share treatment information with the Weber County Sheriff's Office, as appropriate for the coordination of care, and consistent with the terms of the authorization for release of information.

## **DATA SHARING AND CONFIDENTIALITY**

Both parties agree to:

- Protect the confidentiality of all individuals served under this agreement.
- Share information only as permitted by law and with proper patient consent.
- Comply with all applicable privacy regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2.
- Promptly notify the other party of any suspected or actual breach or unauthorized disclosure of information shared under this MOU, and cooperate in any resulting investigation, notification, and mitigation required by law.

## **COMMUNICATION AND COORDINATION**

- Designated points of contact will be established by both parties to facilitate ongoing communication.
- Regular meetings may be held to review program effectiveness, address challenges, and improve coordination efforts.

## **TERM AND TERMINATION**

- This MOU takes effect on the date of the last signature below and continues for an initial term of one year, renewing automatically for successive one-year terms unless terminated as provided below or unless the parties agree otherwise in writing.
- Either party may terminate this agreement with 30 days' written notice to the other party.

## **INDEMNIFICATION**

Midtown shall indemnify, defend, and hold harmless Weber County, the Weber County Sheriff's Office, and their officers, employees, and agents from and against any claims, damages, liabilities, costs, and expenses arising out of or relating to Midtown's performance under this MOU, including the provision of clinical and medical services and the handling of protected health information, except to the extent caused by the negligence or willful misconduct of WCSO.

## **INSURANCE AND LICENSURE**

Midtown shall maintain, at its own expense, professional liability and commercial general liability insurance, and any other coverage required by law, in amounts reasonably adequate to cover its obligations under this MOU, and shall provide certificates of coverage upon WCSO's request. Midtown's clinical personnel shall be and remain appropriately licensed and credentialed.

**GOVERNMENTAL IMMUNITY**

Nothing in this MOU waives, limits, or modifies any protection, immunity, defense, or limitation of liability available to Weber County or WCSO under the Governmental Immunity Act of Utah (Utah Code Title 63G, Chapter 7) or other applicable law. The parties do not intend to create any rights in, or any cause of action by or on behalf of, any third party.

**SIGNATURES**

**Midtown Community Health Center**

Name: Alicia Martinez

Title: CEO

Signature: *Alicia Martinez*

Date: 06/25/2026

**Weber County Sheriff's Office**

Name: *Ryan Abert*

Title: *Sheriff*

Signature: *Ryan Abert*

Date: 6/26/2026

**Board of Weber County Commissioners**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

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