Memorandum of Understanding

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the Weber County Correctional Facility hereinafter referred to as WCCF, and Weber Housing Authority hereinafter referred to a WHA, and Weber Human Services hereinafter referred to as WHS, and Lantern House hereinafter referred to as LH, and Ogden City Police Department hereinafter referred to as OPD, and Utah Support Advocates for Recovery Awareness hereinafter referred to as USARA. Collectively, organizations will be referred to as “The Team”.

The purpose of the MOU is for WCCF, WHA, WHS, LH, OPD and USARA to collaborate and jointly submit an application for the U.S. Department of Justice (DOJ) Bureau of Justice Assistance (BJA) *FY 2022 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program* (O-BJA-2022-171280) solicitation. As recipients of this funding, WCCF, WHA, WHS, LH, OPD and USARA will collaborate in identifying, assessing, and providing services to individuals exiting incarceration to reduce recidivism among moderate and high-risk individuals returning to the community.

The purpose of the MOU is to succinctly explain the relationship and to outline the procedures, policies and guidelines established for the roles and interaction between the parties. In the event of a conflict between this MOU and Weber County Policy, County policy will supersede this MOU.

1. **ROLES AND RESPONSIBILITIES**

The roles and responsibilities of the parties for the grant period will be as follows:

Weber County Correctional Facility shall:

* Conduct background checks and mandatory orientation for all staff, contractors, agency visitors, and volunteers who may enter the WCCF, including a mandatory refresher training on an annual basis.
* The Facility Inmate Management Committee will be responsible for screening community releases. Booking and/or Classification staff will be responsible for risk screenings upon intake.
* Assist the Team by making a commitment to data sharing, specifically regarding recidivism rates of offenders participating in the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) grant.
* Assist in analysis that demonstrates reduction in recidivism rates, including the following data:
  + Jail-booking and release dates, charging information, and unit/bed type.
  + Other services such as mental health and substance use disorder services.
  + This information will support the number and needs of the people to be served and ensure intended clients are identified and provided with contracted services.
* Assist in analysis that demonstrates the outcomes selected for payment of pay for success programs, including appropriate function outcomes, relevant system savings, and recidivism outcomes including jail bookings, length of stay, and changing information.
* Provide the appropriate space and resources needed to accommodate this project. Allowing The Team the ability to maintain the requirements of the program.
* Refer eligible clients to the Weber County Community Reentry Coalition (WCCRC).
* Provide first-year-of contract term report.
* Close-out report, including outcomes achieved.
* Assist in the hiring, training, and provide administrative supervision for COSSAP funded reentry coordinators and peer support specialists.
* Participate in regular collaboration meetings.

Weber Housing Authority shall:

* + Screen individuals using the Service Prioritization Decision Assistance Tool (SPDAT) to determine eligibility.
  + Ensure housing is affordable, with tenants paying no more than 30 percent of their income toward rent and utilities, with the balance available for discretionary spending.
  + Ensure housing is integrated. Tenants have the opportunity to interact with neighbors who do not have a Substance Use Disorder.
  + Support services promote recovery and are designed to help tenants choose, get, and keep housing.
  + Triage households to the housing intervention that best suits the services they need.
  + Collaborate with WCCF to integrate risk and need assessment information.
  + Participate in regular collaboration meetings.

Weber Human Services shall:

* Provide access to Substance Use Treatment options for eligible consumers.
* Provide case management with wrap around supports that support recovery options for eligible consumers.
* Provide clinical supervision for reentry coordinators.
* Collaborate with WCCF to integrate risk and need assessment information.
* Create a plan to maintain regular communication with formal partners such as law enforcement, institutional corrections, and community corrections.
* Participate in regular collaboration meetings.

Lantern House shall:

* Provide space to accommodate a peer support specialist and/or reentry coordinator during regular business hours.
* Screen individuals using the Service Prioritization Decision Assistance Tool (SPDAT) to determine eligibility.
* Refer eligible clients to the Weber County Community Reentry Coalition (WCCRC).
* Collaborate with WCCF to integrate risk and need assessment information.
* Create a plan to maintain regular communication with formal partners such as law enforcement, institutional corrections, and community corrections.
* Participate in regular collaboration meetings.

Ogden Police Department shall:

* Assist The Team by making a commitment to data sharing, specifically regarding recidivism rates of offenders participating in the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) grant.
* Assist in analysis that demonstrates reduction in recidivism rates, including the following data:
  + Law enforcement encounters and arrests.
  + This information will support the number and needs of the people to be served and ensure intended clients are identified and provided with contracted services.
* Refer eligible clients to the Weber County Community Reentry Coalition (WCCRC).
* Utilize COSSAP funded positions to accompany and assist homeless services advocates in their street outreach work.
* Collaborate with WCCF to integrate risk and need assessment information.
* Create a plan to maintain regular communication with formal partners such as law enforcement, community-based service providers, institutional corrections, and community corrections.
* Participate in regular collaboration meetings.

USARA shall:

* Provide peer support with wrap around supports that support recovery options for eligible consumers.
* Provide clinical supervision for Certified Peer Support Specialists (CPSS).
* Collaborate with WCCF to integrate risk and need assessment information.
* Create a plan to maintain regular communication with formal partners such as law enforcement, institutional corrections, and community corrections.
* Participate in regular collaboration meetings.

1. **ACCESS TO THE CORRECTIONAL FACILITY**

Individuals and agencies providing services to inmates inside the correctional facility shall be required to complete all necessary background checks. This includes, but is not limited to, community partners, visitors, and volunteers.

1. **DATA**

The data regarding client’s release, probation and parole decisions will be collected by WCCF and through the Jail Management System (Spillman). In addition, WCCF plans to collect data by tracking the mentoring components of the program. This will include the success of the inmates on community release. Completion of probation/parole and participation in post-release counseling with partner agencies. Within reason and as allowed by law, WCCF will share downloaded data with partners electronically. WCCF has obtained approval from the Utah Criminal Justice Information System (UCJIS) to access criminal records following an inmate’s release. UCJIS tracks criminal charges filed within Utah as well as charges from other states and the federal government. Recidivism will be tracked using the data obtained through UCJIS and Spillman.

1. **CHANGES AND EDITS**

Changes, additions and edits may be made to this MOU by the written consent of the parties. All changes or additions must be consistent with Weber County Policy.

1. **GOVERNMENTAL IMMUNITY**

WCCF, WHA, WHS and OPD are governmental entities and subject to the governmental immunity act of Utah, Utah code ann.§63G-7-101, et, seq. (the “Act”). Subject to the provisions of the Act, WCCF, WHA, WHS and OPD agree to indemnify and hold harmless the all Parties, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney’s fees and costs) arising out of or resulting from performance of this MOU to the extent the same are caused by any negligent or wrongful act or omission of the Party, its officers, agents, and employees. Nothing in this MOU shall be deemed a waiver of any rights, statuary limitations on liability, or defenses applicable to WCCF, WHA, WHS or OPD under the Act.

1. **COUNTERPARTS**

This MOU may be executed by counterparts WCCF, WHA, WHS, OPD, LH, and USARA.

1. **GOVERNING LAW**

This MOU shall be governed by the laws of the State of Utah both as to interpretation and performance.

1. **AMENDMENT**

This MOU may be changed, modified or amended by signed and written agreement between the Parties.

**SIGNATURES:**

Weber County Correctional Facility Date

Ryan Arbon, Weber County Sherriff

Weber Housing Authority Date

Andi Beadles, Executive Director

Weber Human Services Date

Kevin Eastman, Executive Director

Lantern House Date

Lauren Navidomskis, Executive Director

Ogden City Police Department Date

Chief Greg Young, Ogden City Police Chief

USARA Date

Mary Jo McMillen, Executive Director

Weber County Commission Date

Scott Jenkins, Commission Chair