



*This Memorandum of Understanding (MOU) is by and between **Weber Human Services (WHS)**, the Weber County LSA, located at 237 26th Street, Ogden, Utah 84401, and **Weber County Sherriff's Office (WCSO)**, located at 721 West 12th Street, Ogden, UT 84404..*

WHEREAS, WHS and WCSO desire to increase the knowledge, development and implementation of Reentry Services, where case managers will assist individuals incarcerated in the Weber County Correctional Facilities gain access to resources upon reentry into the community; and

WHEREAS, WHS and WCSO desire to enter into this MOU for the provision of support relating to case management services; and

WHEREAS, the parties, through this MOU, seek to support a statewide objective to increase access to reentry resources and decrease recidivism for individuals involved in the criminal justice system who may have substance use and other co-occurring mental health disorders including physical health.

NOW THEREFORE, the parties hereto agree as follows:

I. Purpose & Scope of Work

Weber Human Services is the recipient of funding with the Utah Division of Substance Abuse and Mental Health (DSAMH) identified as **Justice Services (formerly known as JRI)**. The funding is a part of the statewide annual funding based on the fiscal year 2021-2022.

The proposed scope of work is to provide case management services within the county correctional facilities utilizing one case manager employed by Weber Human Services. The case management services would follow the processes, policies, and procedures established in the county correctional facilities with the WCSO Case Management Team. The case manager will assess needs and build case management plans that can begin while a person is incarcerated and continue upon release. The case manager will coordinate with community resources included but not limited to Weber Human Services in order to assist the individual to build a reentry plan that can initiate recovery, health, and wellness as well as reduce risk and recidivism.

Case management services can include screening, recovery management planning, community and pro-social engagement, linkage to community resources and other service providers, and support safety for the individual and the community. The case manager employed by Weber Human Services will obtain certification for case management through DSAMH and continue certification throughout employment.

Target Population to be served:

WHS and WCSO understand that the collaboration under this MOU agreement is for individuals who voluntarily seek case management services while incarcerated in the Weber County 12th Street and Kiesel Correctional Facilities and should be entering into the Weber and Morgan county areas. Case management services include coordination, linking, and follow up with service referrals. Coordination and referrals to other agencies outside of Weber and Morgan Counties may occur without expectation of follow up of service referrals.

II. WHS Agrees to:

Employ the equivalent of one full-time Certified Case Manager (CCM), with included health insurance options and fringe benefits as identified in the WHS employee policies. The Certified Case Manager will be trained to provide case management services not only within WHS but in partnership with WCSO programs and local community entities.

WHS will provide the following:

- Training and materials for CCM
- Annual WHS Employee Training including CPR, First Aid
- Annual BCI
- Weekly supervision through individual and team meetings that includes training to support Certified Case Manager providing case management reentry services. Additional training and support will also be provided on an as needed basis.
- Office space at WHS as needed for certified case manager to meet with individuals for follow up services or continued coordination of follow up services
- Access to Junction for emails, time and service, and viewing charts
- Reimburse CCM for mileage directly related to program activities as per WHS mileage reimbursement policy.

III. WCSO agrees to:

- Provide CCM with an adequate space to meet with individuals. Meetings can be conducted in person or virtually.
- Provide with a computer and access to phones where the CCM can screen and link individual to community resources and begin case management planning
- Provide access to EMR software and Jail Management software
- Provide CCM with individuals seeking reentry services for Weber and Morgan counties
- Provide CCM the ability to coordinate services directly with WHS for residential placements
- Identify a WCSO case manager supervisor who will work with CCM for supervision and support weekly and as needed.
- Maintain communication with WHS administrative staff regarding the reentry case management program and oversight, support, and training of the CCM.
- Provide WCSO agency training for the CCM so they may work at WCSO and participate in WCSO activities to support collaborative engagement.

IV Coordination

As agreed to by the parties, the parties shall schedule meetings and or phone calls to ensure the quality of the activities as proposed by this MOU are addressed.

V. Effective Date

This MOU is effective as of July 1, 2021 and shall terminate June 30, 2022. The MOU can be reconsidered for renewal as agreed upon by both parties for each fiscal year. Consideration for renewal of the MOU may begin March 1, 2022.

VI. Termination

Either party may terminate this MOU at any time upon providing thirty (30) days' written notice to the other party.

VII. Notices

Any notices to be given under this MOU to a party shall be made via U.S. Mail or courier to such party's address set forth below, and/or via email to the email addresses listed below.

VIII. Amendments

The terms of this MOU may only be amended by mutual written consent.

IX. Insurance and Indemnification

- a. Indemnification. The parties agree to indemnify, defend and hold harmless the other party and its directors, officers, agents and employees against any and all claims, actions, debts or loss arising from the negligent operations, acts or omissions of the other party and/or its employees, agents, and contractors while engaged in activities within the scope of this MOU.
- b. Insurance. Each party will each secure and maintain general and professional liability coverage throughout the term of this MOU with limits of at least \$1,000,000 per claim with a \$3,000,000 annual aggregate.
- c. These insurance requirements may be met either by purchasing commercial insurance, for which a minimum rating with A.M. Best & Company is A-, VII through the Utah Division of Risk Management, or through a responsibly managed program of self-insurance, where the financial strength of Hospital and/or Provider can reasonably support the financial obligation.
- d. Upon request, each party shall provide to the other certificates of insurance coverage or other appropriate evidence of the insurance coverage required herein.
- e. Neither party will be responsible for obtaining or maintaining general or professional liability insurance for persons employed by the other party.
- f. Each party shall provide Workers Compensation insurance with statutory limits, or if no statutory limits exist, with minimum limits of \$500,000 per occurrence, for each their respective employees. Neither party shall responsibility for providing workers' compensation insurance for any employee of the other party.

X. Miscellaneous

1. Use of Names. WHS and WCSO shall not use each other's names (including the names of the other party's subsidiaries or parent, (if any), symbols or marks, or any derivatives thereof in any form of publicity without prior written consent of the owning party/parties.
2. Entire Agreement. This MOU and any amendments or changes thereto, shall constitute the entire agreement between the parties hereto regarding the subject matter hereof and sets forth the entire terms and conditions under which this MOU will be performed. There are no other agreements, oral or written, between the parties with respect to the subject matter of this MOU, and all oral and written correspondence regarding the subject matter hereof is superseded by this MOU. In the event of any inconsistency between this MOU and any other document, the terms of this MOU shall govern.
3. Counterparts. This MOU and any amendments or changes may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic images of signatures shall be considered original signatures unless prohibited by Applicable Law.
4. Severability. In the event any provision of this MOU conflicts with the law under which this MOU is to be construed or if any such provision is held illegal, invalid, or unenforceable, in whole or in part, by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Laws. The legality, validity, and enforceability of the remaining provisions shall not be affected thereby, and shall remain in full force and effect.
5. Assignment. Neither party shall assign its obligations hereunder without the other party's prior written agreement.
6. Waiver. No action or inaction by either party shall be construed as a waiver of such party's rights under this MOU or as provided by Applicable Law. No other term of this MOU may be waived except by an express notice in writing signed by the waiving party. The failure or delay of a party in enforcing any of its rights under this MOU shall not be deemed a continuing waiver of such right. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.
7. Contractual Relationship. WHS is engaged in an independent business and not as an agent, employee, partner, or joint employer of WCSO. WHS shall be responsible for WHS Representatives' and subcontractors' acts, errors, omissions, and conduct. WHS nor any WHS employee, representative shall be eligible for coverage or to receive any benefit under any WCSO provided workers' compensation, employee plans or programs or employee compensation, bonus, incentives, retirement or other arrangements.

8. Governing Law. This MOU shall be governed by the laws of the state of Utah. In action or dispute under this MOU shall be brought in the state of Utah.

XI. Authorization

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the Proposal. On behalf of the organization I represent, I wish to sign this Proposal and contribute to its further development.

XII. Healthcare Compliance: The parties to this Agreement specifically intend to comply with all applicable laws, rules and regulations, including the federal anti-kickback statute (42 U.S.C. 1320a-7b), the related safe harbor regulations and the Limitation on Certain Physician Referrals, also referred to as the “Stark Law” (42 U.S.C. 1395 (n)). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business, and as such the remuneration under this agreement will be deemed to be at fair market value. Nothing contained in this Agreement shall be construed in any manner as an obligation or inducement for either party to recommend that any person or entity purchase the other party's products or those of any entity affiliated with such other party.

XIII. Equal Opportunity. WHS is an equal opportunity employer and federal contractor. Consequently, to the extent applicable, the parties shall abide by the requirements of Executive Orders 11246 and 13496; 29 CFR 471, Appendix A to Subpart A; 41 CFR 60-1.4(a); 41 CFR 60-300.5(a); and 41 CFR 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Weber Human Services Representative

Name: Kevin Eastman

Title: CEO

Signature: Kevin J. Eastman

Date: 7-1-21

Weber County Sherriff's Office Representative

Name: _____

Title: _____

Signature: _____

Date: _____