

Memorandum of Understanding

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the Weber County Sheriff's Office hereinafter referred to as WCSO, and Weber Housing Authority hereinafter referred to a WHA and Weber Human Services hereinafter referred to as WHS. The purpose of the MOU is for WCSO, WHA and WHS to collaborate and jointly execute a Permanent Supportive Housing program funded by the US Department of Justice (DOJ) Bureau of Justice Assistance (BJA) Second Chance Act Pay for Success Initiative: Performance-based and Outcomes Based contracting for Permanent Supportive Housing (O-BJA-2023-171523), Competition ID: C-BJA-2023-00014- PROD. WCSO, WHA and WHS will collaborate in identifying and assessing individuals exiting incarceration to reduce recidivism among moderate and high-risk individuals returning to the community after incarceration in the Weber County Correctional Facility. 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 the MOU and Weber County Policy, County policy will supersede this MOU.

A. ROLES AND RESPONSIBILITIES

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

Weber County Sheriff's Office shall:

- Conduct mandatory orientation for staff and volunteers regarding Reducing Recidivism through Permanent Supportive Housing (PSH) and Substance Use Interventions program, including a mandatory refresher training on an annual basis.
- Shift to an outcome based pay for success model and provide analysis that demonstrates the grantee's decision about the outcomes-based contract structure, repayment strategy and timing of payment.
- Screen community inmate releases and provide assessments and referrals to the PSH program.
- Commit to data sharing, specifically regarding recidivism rates of offenders participating in the PSH program.
- Assist in analysis that demonstrates PSH service need, including the following data:
 - Jail-booking and release dates, charging information and unit/bed type.
 - Mental health and Substance Use Disorder diagnoses.

- Function outcomes, relevant system savings, and recidivism outcomes including jail bookings, length of stay, and charging information.
- Provide direct supervision to program case manager.
- Provide the appropriate space and resources needed to accommodate this project.
- Provide contract term reports as needed.
- Participate in monthly stakeholder meetings.

Weber Housing Authority Shall:

- Provide the Contract Administrator.
- Exhibit the Mandatory PSH elements including Housing First, Trauma Informed Care and Second Chance Pay for Success requirements.
- Shift to an outcome-based pay for success model and provide analysis that demonstrates the grantee's decision about the outcomes-based contract structure, repayment strategy and timing of payment.
- Ensure tenants have a lease in their name, have full rights of tenancy under landlord-tenant law, including control over living space and protection against eviction.
- Ensure that leases do not have any provision that would not be found in leases held by someone not participating in the PSH program.
- Ensure tenants pay no more than 30 percent of their income toward rent and utilities.
- Ensure that housing is integrated and involves client choice.
- Ensure that as needs change over time, tenants can receive more intensive or less intensive support services without losing their unit.
- Ensure support services promote recovery and are designed to help tenants choose, get, and remain housed.
- Oversee and manage the housing component to those receiving support through the PSH program.
- Ensure rental subsidy payments are made in a timely manner.
- Provide direct supervision to program case manager.
- Provide a close-out report, including outcomes achieved and payments made.
- Participate in monthly stakeholder meetings.

Weber Human Services Shall:

- Ensure tenants have choices in the supportive services that they receive, are asked about their treatment preferences and can choose from a range of services, and may receive different types of services based on their needs and preferences.
- Commitment to shifting to outcome-based pay for success model.

- The provision of housing and the provision of support services are distinct.
- Develop comprehensive service plans in coordination with WHA case manager that directly addresses criminogenic risk and needs, Substance Use Treatment and mental health.
- Provide screening, assessments, and treatment interventions to households participating in the PSH program.
- Triage household to the housing intervention that best suits the services the client needs.
- Collaborate with WCSO to integrate risk and need assessments.
- Coordinate appropriate training for WHA and WCSO staff.
- Participate in monthly stakeholder meetings.

B. 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.

C. DATA

The data regarding client's release, probation and parole decisions will be collected by WCSO and through the Jail Management System (Spillman). In addition, WCSO will collect data by tracking the mentoring components of the program. This will include the success of the inmates on community release. WCSO will coordinate the completion of probation/parole and participation in postrelease counselling with partner agencies.

Within reason and as allowed by law, WCSO will share downloaded data with partners, electronically. WCSO 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 USJIS and Spillman.

WHA and WHS will track and collect data and will provide information for quarterly reporting, payments and progress reports.

D. 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.

E. GOVERNMENTAL IMMUNITY

WCSO and WHA 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, WCSO and WHA agree to indemnify and hold harmless that 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, statutory limitations on liability, or defenses applicable to WCSO and WHA under the Act.

F. COUNTERPARTS

This MOU may be executed by counterparts WCSO, WHA and WHS.


G. GOVERNING LAW

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

H. AMENDMENT

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


SIGNATURES:



Weber County Sheriff's Office
Ryan Arbon, Weber County Sheriff

7-28-2025


Date



Weber Housing Authority
Andi Beadles, Executive Director

7/28/2025

Date



Weber Human Services
Kevin Eastman, Executive Director

7-28-25

Date