

This Memorandum of Understanding (MOU) is by and between Weber Human Services (WHS), the Weber County LSA, located at 237 26<sup>th</sup> Street, Ogden, Utah 84401, and Weber County Sheriff's Office (WCSO), located at 1400 Depot Dr., Ogden, UT 84404.

WHEREAS, WHS and WCSO desire to increase the knowledge and expansion of Medication Assisted Treatment (MAT), where nurses can assess individuals incarcerated in the Weber County Correctional Facility (WCCF) for opiate withdrawal symptoms and medication can be provided during incarceration. Continuation of MAT will also be offered if the individual was already on MAT prior to incarceration. A case manager and/or peer support specialist will also provide MAT education and link individuals 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 nursing and case management/peer support services; and

WHEREAS, the parties, through this MOU, seek to support a statewide objective to increase access to MAT services for Opioid Use Disorders while a person is incarcerated which thereby strengthens their commitment to continuing MAT post-incarceration. Research suggests that access to MAT will reduce SUD relapse rates post-incarceration as well as lowering opioid overdose rates by individuals formerly incarcerated.

NOW THEREFORE, the parties hereto agree as follows:

1. Purpose & Scope of Work

Weber Human Services is the recipient of funding with the Office of Substance Use and Mental Health (OSUMH) identified as Opioid Funds for County Jails. The funding is a part of a statewide funding project for three years - FY 2024, 2025, 2026.

The proposed scope of work is to provide nursing and case management/peer support services within the county correctional facility utilizing one FT RN to manage the MAT services and one case manager/peer support specialist to provide education for MAT and link individuals to services upon reentry. Both positions will be employed by WCSO. The nursing and case management/peer support services would follow the processes, policies, and procedures established in the county correctional facility with the WCSO Medical and Reentry Team. Every inmate is assessed by a nurse in the jail for opiate withdrawal symptoms using the COWS – Clinical Opiate Withdrawal Scale. If the assessment determines that the individual was actively using opiates prior to incarceration, they will receive education about the benefits of MAT and will be offered the opportunity to receive MAT such as Vivitrol, Naltrexone, Sublocade, or Brixadi during their incarceration. If the assessment determines that the individual was already receiving a form of MAT immediately prior to incarceration, the individual will receive education about the benefits of continuing MAT and be offered the opportunity to continue MAT during incarceration. Protocols will be put in place to prevent diversion.

If the individual chooses to participate in MAT, they will also be given the opportunity to meet with a case manager/peer support specialist. These meetings will focus on education of MAT, developing skills to support SUD recovery, and establishing ongoing MAT services in the community 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 relapse risk and overdose.

WHS and WCSO understand that the collaboration under this MOU agreement is for individuals who participate in MAT for OUD services while incarcerated in WCCF and will likely 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.

2. WHS Agrees to:

Provide the funds to cover costs for a full-time RN, a full-time Case Manager and/or Peer Support Specialist (CM/PSS), medications, and administrative oversight of the program.

WHS will meet said obligations of this section by providing an annual payment to the WCSO in the amount of \$240,000.00.

3. WCSO agrees to:

- Provide RN and CM/PSS with an adequate space to meet with individuals.
- Provide electronic equipment such as a computer and access to phones
- Provide access to EMR software and Jail Management software
- Provide CM/PSS the ability to coordinate services with WHS and other community agencies
- Provide supervision and support weekly and as needed for RN and CM/PSS
- Identify a WCSO case manager supervisor who will work with CM/PSS for supervision and support weekly and as needed.
- Provide mandated WCSO agency training for the RN and CM/PSS.

4. Coordination

The parties shall coordinate to schedule meetings and/or phone calls to ensure the quality of the activities as proposed by this MOU are addressed.

5. Effective Date

This MOU is effective as of July 1, 2024 and shall terminate June 30, 2027. The MOU can be reconsidered for renewal as agreed upon by both parties for each fiscal year thereafter if continued funds are available. Consideration for renewal of the MOU may begin March 1, 2027.

6. Termination

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

7. 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 above and/or via email to the email addresses listed below.

a. WHS: [wendid@weberhs.org](mailto:wendid@weberhs.org) ; [michellej@weberhs.org](mailto:michellej@weberhs.org)

b. WCSO: [preese@webercountyutah.gov](mailto:preese@webercountyutah.gov) ; [landelin@webercountyutah.gov](mailto:landelin@webercountyutah.gov)

## 8. Amendments

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

## 9. Insurance and Indemnification

- a. Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable laws. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.
- b. Insurance. Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.
- c. Upon request, each party shall provide to the other certificates of insurance coverage or other appropriate evidence of the insurance coverage required herein.
- d. Neither party will be responsible for obtaining or maintaining general or professional liability insurance for persons employed by the other party.
- e. Each party shall provide Workers Compensation insurance with statutory limits as required by the laws of the State of Utah. Neither party shall responsibility for providing workers' compensation insurance for any employee of the other party.

## 10. Miscellaneous

- a. 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.
- b. 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.
- c. Counterparts. This MOU may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this MOU delivered by facsimile shall be deemed an original signed copy of this MOU.

- d. 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.
  - e. Assignment. Neither party shall assign its obligations hereunder without the other party's prior written agreement.
  - f. 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.
  - g. Agent. No agent, employee or servant of either party is or shall be deemed to be an employee, agent, or servant of the other party. Unless provided for elsewhere in this Agreement, none of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Each party shall be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Each party shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.
  - h. Governing Law. This MOU shall be governed by the laws of the state of Utah. Any action or dispute under this MOU shall be brought in the state of Utah in the County of Weber.
11. Healthcare Compliance: The parties to this MOU 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 MOU 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.
12. 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 601.4(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 Eastman

Date: 3-7-25

Weber County Sheriff's Office  
Representative

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

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

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

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