

A WAY OUT PROGRAM
Memorandum of Understanding

SECTION ONE

Purpose of Agreement

The purpose of the Memorandum of Understanding (MOU) is to document the interplay between the units of local government, public agencies, 501(c) corporations and private businesses and hospitals participating in **A Way Out**. The A Way Out Program is part of the Lake County Opioid Initiative. The program objective is to facilitate treatment and rehabilitation of individuals suffering from a substance use disorder or addiction.

This MOU provides a broad framework for cooperation between the various parties to this agreement to provide assistance and support services to individuals with a drug addiction who voluntarily submit to this program. Each representative of the various parties who sign this MOU has and does express its intent to participate in this program as circumstances permit and in accordance with the terms of this MOU. The specific intent of this MOU is to keep individuals with a substance use disorder or addiction out of the court system and into an environment where the individual can work towards treating and overcoming a substance use disorder or addiction.

This MOU made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government, public agencies, 501(c) corporations and private businesses and hospitals subscribed hereto ("Unit(s)") that have approved this MOU and adopted same in manner as provided by law and are hereafter listed at the end of the MOU. **The parties understand that this MOU is not a binding contract and it is not enforceable in a court of law.**

SECTION TWO

Recitals

WHEREAS:

- a) The Lake County Health Department is a state-certified public health department that works to promote physical, mental and social well-being, prevent disease, injury and disability, and protect the environment.
- b) One particular public-health effort involving the Health Department, the Lake County State's Attorney's Office, and many other local organizations is the Lake County Opioid Initiative, which seeks to develop, implement, evaluate, and sustain a multi-strategy county-wide effort to prevent opioid abuse, addiction, overdose, and death.
- c) **A WAY OUT** is a program sponsored by the Lake County Opioid Initiative. The goal of the program is to help individuals suffering from a substance use disorder or addiction by offering a county wide network of encouragement and support provided by key community stakeholders to assist the person through the rehabilitation process.

- d) **A WAY OUT** program targets substance users (with no pending criminal charges) who are ready to take the first step to work towards sobriety.
- e) **A WAY OUT** program encourages individuals who are ready for substance use rehabilitation to present to any of the police agencies who are part of this agreement. The individual may turn over any and all drugs (prescription or street drugs) as well as any drug paraphernalia to the police agency without fear of prosecution for use of possession of those items. The police agency will then assign an officer to assist the participant in taking the first steps towards sobriety with the goal that through the support of the community, the individual will recover and live a substance-free life.

SECTION THREE

Agreement to Effectuate the MOU

1. An individual seeking refuge under the A Way Out program agrees to voluntarily turn over any and all drugs (prescription or controlled substances) as well as any drug paraphernalia in his/her possession. In order to participate in the program, the individual must first sign a Release which is attached hereto as Addendum A.
2. Any police agency which is part of this understanding agrees that it will not bring criminal charges against any individual who seeks refuge under the A Way Out program for any drug(s) or paraphernalia that individual turned over to the participating agency. Any drug(s) or paraphernalia turned over by the individual shall be destroyed by the police agency.
3. The Lake County State's Attorney's office agrees that it will not bring criminal charges against an individual seeking refuge under the A Way Out program for any drug(s) or paraphernalia that individual turns over to a participating police agency.
4. The A Way Out program is designed to assist individuals who do not have pending criminal charges against him/her. Should an individual seek refuge under A Way Out, and it later turns out that individual is ineligible for the program, the police agency agrees that it will not seek criminal charges against that individual for any drug(s) or paraphernalia the individual turned over to the police agency in anticipation of acceptance into the program.
5. The Lake County State's Attorney agrees that it will not file criminal charges against any individual for the drug(s) and/or paraphernalia that individual turned over to a participating police agency in order to participate in the A Way Out program, even if it later turns out that the individual was not eligible for the program.
6. Once a participant presents to a participating police agency, that agency shall first collect and destroy the contraband. Next, the agency shall review the program with the individual and have him/her sign the Release. After collecting information from the individual, the police agency shall assign the matter an agency case report number and then contact the Lake County Crisis Line (LCCL), which is sponsored by the Lake County Health Department. A member of the Lake County Health Department shall conduct an

initial screening via telephone to determine whether the participant requires immediate medical stabilization or Outpatient Services.

7. If LCCL determines that outpatient services are required, then LCCL shall provide the individual with the contact information for a participating service provider. The contact person from the police agency agrees that he/she will assist the individual in facilitating an evaluation by that service provider.
8. If the LCCL determines that immediate medical stabilization is needed, the police agency will arrange for transport to the nearest hospital and will further contact Gateway for assessment for residential placement.
9. Once the individual has an outpatient appointment scheduled or the individual is admitted to a hospital or treatment center, the police agency has completed its function.
10. Following the initial screening, the police agency shall make its agency report available to the Health Department.
11. For those individuals admitted to a hospital, a volunteer known as a "screener" will be assigned to the individual and the screener will work with the hospital to help facilitate the process for the individual.
12. The hospital(s) joining this memorandum of understanding agree that to the extent the hospital has capacity and to the extent the hospital deems admission medically necessary, the hospital will give the participant priority and will fast track admission to the best of its ability.
13. If the individual is admitted to an outpatient facility or an inpatient rehabilitation facility, the screener's work is complete.
14. The treatment center(s), including inpatient and outpatient rehabilitation, which join this memorandum of understanding agree that to the extent the center has capacity and to the extent the center deems it medically necessary, the center will give the participant priority and will fast track admission into program or facility.
15. The parties understand and agree that the participant is responsible for any costs associated with hospitalization and treatment, but will do everything in their power to find affordable services.
16. The parties understand and agree that communications to the media or otherwise involving any aspect of the A Way Out Program shall go through the Communications Subcommittee of the Lake County Opioid Initiative.

SECTION FOUR

Independence of Operations

1. Each party to this MOU will maintain its own identity in providing service. Each party is separately responsible for establishing its own policies and financing its own activities.
2. Each party shall assume sole responsibility for indemnifying its own employees, as provided by state or federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to its own employees as required by state or federal law.
3. Each party agrees that each party will be responsible for defending its own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing its own costs, damages, losses, expenses, and attorney fees.

SECTION FIVE

Term and Termination

1. The parties hereto agree to attempt, in all respects, to coordinate efforts between each other in accordance with the terms of this MOU and the responsibilities enumerated herein to best serve the community.
2. This MOU does not create a partnership or a joint venture, and no party has the authority to bind the other.
3. Representatives of the parties will meet as appropriate.
4. This Memorandum of Understanding shall be effective immediately upon the signature of the last party of the MOU.
5. This Memorandum of Understanding is for an indefinite period, and any party may be terminated upon giving a seventy- two (72) hour written notice by any party and may be amended by mutual agreement at any time.
6. No party to this Memorandum of Understanding has the authority to act on behalf of any other party or bind the other party to any obligation.
7. Resolution for non-performance under this Memorandum of Understanding shall be termination, with no damages or penalty.
8. Counterparts. The parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. Receipt of a signed agreement by facsimile or electronic mail shall be the same as receipt of a signed original.

Signed: