

## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU")** is made and entered into by and between **Voices of Hope - Lexington, Inc. ("VOH")** and **Lexington Fayette Urban County Government ("LFUCG")** as of July 1, 2025 ("Effective Date").

### **WITNESSETH:**

**WHEREAS**, VOH is a tax exempt not for profit organization that provides services to individuals for the purpose of supporting meaningful recovery from drug and alcohol addiction; and

**WHEREAS**, Lexington Fayette Urban County Government by and through the Fayette County Detention Center (FCDC) operates the detention center, as part of its mission to provide for the incarceration of adult protection of institutional safety, the delivery of a constitutional level of services to those in need and the opportunity for program participation intended to reduce the likelihood of re-incarceration; and

**WHEREAS**, LFUCG/FCDC has residents being served by its detention center services and desires to offer peer support services, during LFUCG/FCDC hours, for such participants; and

**WHEREAS**, VOH is willing to assist LFUCG/FCDC in providing these peer support services.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and obligations contained herein, VOH and LFUCG/FCDC hereby agree as follows:

1. VOH will arrange for one or more of its employees to provide at LFUCG/FCDC, telehealth peer support services, including Recovery Coaching services. This will include linkage and retention program enrollments of participants that are seeking linkage and retention to medications for opioid use disorder. The dates and times will be in accordance with the LFUCG/FCDC hours, but not to exceed 40 hours. The VOH staff are required to have significant experience and training with providing peer services, are certified peer support specialists and trained recovery coaches, and will be trained, supervised, and scheduled by VOH.
2. LFUCG/FCDC will provide space for service provision and data entry, provide onsite orientation and support, as needed, and refer participants for peer services.
3. VOH will provide information to clients about SMART Recovery, SMART Friends & Family Meetings.
4. This MOU is effective as of July 1, 2025, terminating on June 30, 2026. Either party may terminate this Agreement at any time for giving at least thirty (30) days prior written notice to the other party.
5. VOH complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. VOH provides equal opportunities for qualified persons in all aspects of its operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with VOH policy concerning smoking.

6. Nothing in the Agreement shall be construed as an offer for payment by one or more parties to one or more other parties of cash or other remuneration, directly or indirectly, in exchange for patient referrals or arrangements or recommendations for any item or service.
7. The information provided to the Recovery Coach will be confidential, unless they are required by law to report it (e.g., in the case that one is considering harming their self or others, or that they report knowledge of child abuse or neglect). Substance use disorder records are protected under federal law, including the federal regulations governing the confidentiality of substance use disorder patient records, 42 C.F.R. Part 2, and cannot be disclosed without written consent unless otherwise provided for by the regulations.
8. LFUCG/FCDC will inform VOH of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if a VOH employee is involved.
9. This MOU contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings, or arrangements (both oral and written) relating to the subject matter of this MOU.
10. The parties are separate, independent entities, and neither party is or shall be authorized to act as an agent or representative of the other. Neither party to this MOU is a partner, employee, agent or joint venture of the other. Nothing in this MOU is intended to create any relationship between the parties of any nature other than independent, contracting parties. Each party shall be responsible for its actions in connection with its performance of duties hereunder.
11. LFUCG/FCDC shall not assign any of its rights or obligations under this MOU without the prior written consent of VOH, in its sole discretion.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the date first written above.

**VOICES OF HOPE – LEXINGTON, INC.** Lexington Fayette Urban County Government (LFUCG)

By 

Name: Michelle S. Elswick  
Title: President/CEO  
Date: 06/03/2025

By:

Name:  
Title:  
Date: