RECIPIENT AGREEMENT
BETWEEN
THE CITY OF JOPLIN
AND
FREEMAN HEALTH SYSTEM

THIS AGREEMENT entered this _____ day of _____, 2015 by and between the City of Joplin (herein called the "Grantee") and Freeman Health System (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under the FY 13 Justice and Mental Health Collaboration Program: Planning & Implementation; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

The Recipient will be responsible for administering a Department of Justice Office of Justice Programs ("DOJ OJP") Mental Health Collaboration Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds, including administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Such program will include the following activities eligible under the DOJ OJP Mental Health Collaboration Program:

A. Program Delivery

Activity: Provide assistance with funds for the treatment of participants in the Joplin Mental Health Court pursuant to DOJ OJP Mental Health Collaboration Program award number 2014-MO-BX-0015.

B. General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the DOJ OJP program.

C. Compliance with Grant Requirements

Recipient shall comply with all requirements specified in the DOJ OJP award of grant packet, attached hereto as Exhibit A, including:

Recipient shall comply with all federal civil rights law as specified in the DOJ OJP award of grant packet, including:

- Ensuring Access to Federally Assisted Programs
- Enforcing Civil Rights Laws
- Providing Services to Limited English Proficiency (LEP) Individuals
- Ensuring Equal Treatment for Faith-Based Organizations
- Using Arrest and Conviction Records in Making Employment Decisions
- Complying with the Safe Streets Act
- Meeting the EEOP Requirement
- Meeting the Requirement to Submit Findings of Discrimination
- Ensuring the Compliance of Subrecipients

Recipient shall comply with the "Special Conditions" numbered one ("1") through twenty-six ("26") specified in the DOJ OJP award of grant packet.

Recipient shall comply with the "Categorical Exclusion for City of Joplin" numbered one ("1") through five ("5") specified in the DOJ OJP award of grant packet.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the 1st day of April, 2015 and end on the 31st day of March, 2017.

Funds allow for pre-agreement costs that are deemed eligible to date back to the Time of Performance previously mentioned. Funds will not be available to the Recipient after the completion date, unless otherwise approved by Grantee. Funds will not be available in excess of the amount of the grant.

III. BUDGET

The grantee will provide funding to the Recipient for not more than Two Hundred Fifty Thousand Dollars and 00/100 cents ($250,000.00) to assist in providing treatment to participants in the Joplin Municipal Mental Health Court. Recipient is bound by the budget specified by the DOJ OJP in the award of grant packet, attached hereto as Exhibit A. Any deviations by Recipient from the budget specified by the DOJ OJP in the award of grant packet shall be the responsibility of Recipient, solely. In the event that grant funding is terminated prior to the expiration of this Agreement, this Agreement shall be terminated at that time.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Two Hundred Fifty Thousand Dollars and 00/100 cents ($250,000.00)

Draw downs for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Payments will be paid on a reimbursement basis by the Grantee contingent upon proper documentation and compliance with the budget specified by the DOJ OJP in the award of grant packet, attached hereto as Exhibit A.

Recipient shall submit an invoice with proper documentation to Grantee every 30 days. Grantee shall issue reimbursement to Recipient within 30 days of receipt of invoice, subject to proper documentation and Recipient's compliance with the budget specified by the DOJ OJP in the award of grant packet.

Although Grantee is authorized to reimburse up to Two Hundred Fifty Thousand Dollars and 00/100 cents ($250,000.00), Grantee is not obligated to engage Recipient for any amount of services.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Name: Shane Dotson
Title: Jail Administrator
Joplin Police Department

Grantee: City of Joplin
602 South Main Street
Joplin, Missouri 64801
Phone: (417) 624-0820
Fax: 1-417-625-4738

Recipient

Name: Mary Parrigon
Title: Chief Operating Officer
Ozark Center

Recipient: Freeman Health Systems – Ozark Center
P.O. Box 2526
1105 East 32nd Street
Joplin, Missouri, 64804
Phone: (417) 347-7600
Fax: (417) 347-7608

VI. GENERAL CONDITIONS

A. General Compliance

All activities funded with DOJ OJP funds must adhere to the requirements referenced in the award of grant packet for project number 2014-MO-BX-0015, attached hereto as Exhibit A. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

VI. INDEMNITY

The Recipient covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of Recipient's performance of services under this Agreement.

VII. TERMINATION

The Grantee may terminate this Agreement by giving thirty (30) days written notice to Recipient.

VIII. CHOICE OF LAW AND VENUE

This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XI. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

Date: March ____, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri A Municipal Corporation	Freeman Health System
_____	_____
Samuel L. Anselm City Manager	Paula Baker CEO

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is Paula Baker and I am the CEO of Freeman Health Systems. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Paula Baker, Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2013.

_____
Notary Public

My commission expires:

_____