MEMORANDUM OF UNDERSTANDING

between

Ozark Center

(hereinafter referred to as "Ozark")

and

City of Joplin

(hereinafter referred to as "JPD")

This Memorandum of Understanding ("MOU") is entered into by and between the City of Joplin (hereinafter referred to as "City/JPD") and Ozark Center (herein referred to as "Ozark") on this ___ day of_____, 2024.

The purpose of this Memorandum of Understanding is to establish a collaborative partnership between the City of Joplin Police Department and Ozark Center. This initiative will integrate a dedicated social work program within the police department to support law enforcement's efforts in addressing various social determinants of health, with a particular emphasis on mental health and substance use issues. The program's primary goal is to enhance the quality of life for individuals and communities by providing comprehensive support and interventions, ultimately fostering positive engagement with law enforcement.

Ozark agrees to:

- Assure quality of care through appropriate licensing/certification staff.
- Providing on-site crisis intervention and de-escalation support to law enforcement officers.
- Conducting assessments, screenings and developing individualized intervention plans.
- Facilitating access to, and collaborating with, community-based resources and support services, including but not limited to local mental health and substance use treatment providers, housing and homeless shelters, domestic violence shelters, and other organizations dedicated to improving the quality of life of the community.
- Offering education and training to law enforcement personnel on mental health and substance use issues, as well as trauma-informed care and other relevant topics.
- Engaging in community outreach and prevention efforts.
- Maintaining accurate case records and documentation.
- Hire and train dedicated staff available during regular office hours, as well as evening and weekend coverage to respond to emergencies and provide on-call support to law enforcement officers.

  Police Social Work Team Lead (PSWTL)
  - Monday to Friday: 8:00 AM to 5:00 PM (Office Hours)
  - On-call availability during evenings and weekends on a rotating schedule

Police Behavioral Health Responder (PBHR)
- PBHR Monday to Friday, 12:00 Noon to 9:00 PM (Office Hours)
Police Peer Support Specialist (PPSS)
-PPSS: Tuesday to Saturday, 3:00 PM to 12:00 AM (Covering evenings and weekends)

- Provide back-up crisis response through the Access Crisis Intervention Team for non-office hours.
- Obtain required consents from clients to share PHI with JPD, when applicable.

City/JPD agrees to:

- The Police Social Work Program will be housed within the Joplin Police Department premises, ensuring seamless coordination and accessibility for law enforcement personnel. JPD will provide office space including office furnishings.
- Provide appropriate training in law enforcement policies and procedures as well as policies and procedures of the City of Joplin.
- Provide name badges for all Ozark staff assigned to the Joplin Police Social Work Program.
- Prior to requesting the social worker's assistance, the scene or situation has been deemed safe for the social work service delivery.
- Agree to not hire Ozark Center staff assigned to this program for at least a period of two (2) years post agreement termination.

Ozark and JPD mutually agree to:

- Develop strategic clinical and administrative goals and objectives as well as key performance indicators.
- Develop clear role/responsibility definitions and protocols for duties and chain-of-command.
- Regular program evaluations and monitoring will be conducted to assess the effectiveness of the Police Social Work Program and its impact on the community, resulting in quarterly reports.
- Develop clear and proactive lines of communication.
- Participate in relationships with other community service providers to access, integrate and coordinate service delivery.
- Work collaboratively to develop both proactive and reactive protocols.
- Follow all privacy and consent requirements.
- Comply with all state and federal law and City policies.
- Provide adequate management and supervision of all employees to fulfill the obligations under this agreement.
- Take all proactive and corrective action to prevent non-compliance with applicable legal requirements.
- Make adjustments to the program structure, staffing, or services made based on the evaluation findings to ensure continuous improvement and alignment with he program's goals.

- Provide adequate training and orientation to Ozark policies and procedures including clinical documentation and billing requirements.

Insurance:

At all times while this Agreement is in effect, Ozark and City/JPD shall each, at their sole cost and expense, procure and maintain, either through commercial policies or self-funded coverage: (i) professional liability coverage for losses arising out of the acts or omissions of each party or its employees in the minimum amounts of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) annual aggregate, (ii) commercial general liability coverage for losses arising out of acts or omissions of each party in the minimum amounts of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) annual aggregate, and (iii) workers' compensation coverage for its employees. In the event that either party provides professional liability coverage on a claims-made basis, that party shall, after the expiration or termination of this Agreement for any reason, maintain professional liability coverage (which may include self-insurance coverage) for professional liability coverage resulting from acts or omissions of each party or each party's employees occurring while their agreement was in effect, up to the limits of the party's applicable policy limit or self-insured retention as of the date the claim is made, as applicable, but in no event shall such limits be less than One Million Dollars ($1,000,000.00) per occurrence and Three Millions Dollars ($3,000,000.00) annual aggregate of all claims. Such coverage shall be maintained for the length of the applicable state medical malpractice statute of limitations for the patient population treated by the party maintaining the continuing coverage. Upon either party's request, the other party shall provide the requesting party with certificates issued by the insurance carrier(s) or their agents evidencing the insurance policies required by this section and will provide the other party at least thirty (30) days' advance notice of any changes or cancellation of such insurance coverage.

Term, Termination and Renewal:

A. The initial term of this Agreement shall begin on September 1, 2024 and will end on September 30, 2025.

B. This Agreement may be terminated in the event of a breach of the terms of this Agreement. In such an event, the non-breaching party shall provide the breaching party with written notice of the breach. The breaching party shall then have seven (7) days to cure said breach. If the breach is not cured within the time allotted, then the non-breaching party may terminate this Agreement immediately.

C. Notwithstanding the foregoing, either party shall have the option of terminating this Agreement, without cause and without penalty, by providing written notice of the same to the other party within thirty (30) days of termination.

General Provisions:

A. Independent Contractors. Employees of Ozark shall at all times remain independent contractors. Nothing contained herein shall be construed to create an agency, joint venture or joint enterprise relationship between the parties. Ozark and its personnel and contractors are not City/JPD personnel or agents and Ozark assumes full responsibility for their actions. Ozark shall comply with all laws governing the services being performed under this Agreement. Ozark, at its sole expense, shall obtain any and all licenses and permits required for the services performed by its personnel and contractors, including, but not limited to, any and all visas, work permits, etc. required by applicable law.

Ozark shall be solely responsible for the payment of compensation of Ozark personnel and contractors performing services hereunder and Ozark's personnel and contractors are not entitled to the provision of any City/JPD employee benefits. City/JPD shall not be responsible for payment of workers' compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Ozark personnel and contractors, but such responsibility shall solely be that of Ozark.

B. Criminal Background Investigations. Ozark will require all personnel conducting business on behalf of Ozark to undergo criminal background investigations according to established City/JPD policies and procedures prior to allowing the employee to work on City/JPD property. Ozark shall not utilize any employee on City/JPD property who is a registered sex offender. This condition shall also apply to any subcontractors of Ozark.

C. Compliance with Board Policy and the Law. Ozark and all Ozark employees, personnel and contractors shall adhere to all of City/JPD's rules, regulations, policies and procedures when engaged in the performance of this Agreement.

D. E-Verify. Within seven (7) days of the execution of this Agreement, Ozark shall provide to City/JPD an affidavit containing the following:

i. A statement that Ozark has enrolled in and currently participating in E-Verify, a federal work authorization program, or any other equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA);

ii. A statement that Ozark does not knowingly employ any person who is an unauthorized alien in conjunction with the services being provided under this Agreement; and

iii. A notarized signature of the registered agent or legal representative of Ozark, or a corporate officer, including, but not limited to, the human resources director of Ozark or their equivalent.

E. Entire Agreement. This Agreement contains the entire Agreement of the parties, superseding all other representations, inducements, promises or agreements between them, oral or otherwise, prior to or contemporaneous, pertaining to the services called for under this Agreement.

F. Non-Waiver. No failure of either party to exercise any power or right this Agreement gives or to insist upon compliance with any obligation under this Agreement and no custom or practice of the parties that varies from the terms of this Agreement shall waive either party's right to demand full compliance with this Agreement.

G. Severability. In the event any court holds one or more clauses of this Agreement void or unenforceable, the parties shall treat the clause or those clauses as separate and shall treat the remainder of this Agreement as valid and in full force and effect.

H. Modifications. This Agreement may be modified, amended or changed only by a written document signed by both parties.

I. Headings. The various titles and headings used in this Agreement are used solely for convenience and are not to be used to interpret or construe any word, clause, paragraphs or subparagraph of this Agreement.

J. Governing Law, Jurisdiction and Venue. This Agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this Agreement, the venue for such actions shall be the Circuit Court of Jasper County, Missouri.

K. Confidentiality. Ozark is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and, as such, it is required to have a Business Associates Agreement (BAA, Exhibit B) with all of its Business Associates. City/JPD shall sign this Business Associates Agreement upon execution of this Agreement. In the course of Ozark providing services on City/JPD property, City/JPD may come in contact with confidential personal health information (PHI). City/JPD agrees to maintain the confidentiality of all PHI in accordance with the BAA, even in the event this Agreement is terminated for any reason. Records showing PHI shall not be taken or removed from Ozark areas. City/JPD failure to maintain confidentiality of PHI may result in immediate termination of this Agreement. The parties agree to comply with all other laws, rules and regulations applicable to the services to be provided under this Agreement, including the confidentiality requirements applicable to student records.

L. Indemnification. Ozark shall defend, hold harmless and indemnify City/JPD, its governing Board, officers, agents and employees from every claim, demand, losses and expenses which may be made by reason of any injury to person or damage to

property sustained by any person, firm or corporation, caused by any negligent act or omission, or willful misconduct of Ozark or any person, firm or corporation, employed by Ozark, including any subcontractors, in connection with Ozark's performance under this Agreement. Ozark, at its own expense and risk, shall defend any legal proceeding that may be brought against City/JPD, its governing Board, officers, agents and employees on any such claim or demand and satisfy any judgment that may be rendered against City/JPD or its governing Board therein. Ozark also agrees to reimburse City/JPD, its agents and employees for any sum which required City/JPD to pay on account of such demand, claim or lawsuit, including attorney's fees.

To the extent permitted by law, and only to the extent that it will not be a waiver of City/JPD's sovereign immunity in any way, City/JPD, and its member schools, will indemnify, defend and hold harmless Ozark, including their respective officers, employees, agents, affiliates and other representatives (collectively, "indemnitees") from and against any and all loss, costs, penalties, fines, damages, claims, expenses, (including attorney's fees) or liabilities arising out of, resulting from, or in connection with the services contemplated by this Agreement. Nothing in this Agreement shall constitute any waiver of City/JPD's sovereign immunity pursuant to Missouri law, including, but not limited to, Section 537.600 et seq., of the Missouri Revised Statutes.

M. Sovereign Immunity. Nothing in this Agreement shall constitute any waiver of City/JPD's sovereign immunity for lawsuits, pursuant to Missouri law, including, but not limited to, Section 537.600 et seq., of the Missouri Revised Statutes.

N. Assignment. Ozark may not assign or transfer any of its rights burdens, duties or obligations under this Agreement without the written consent of City/JPD.

O. Subcontracting. Ozark may not subcontract any of its rights, burdens, duties or obligations under this Agreement without the written consent of City/JPD.

P. Authority of Signatories. The individuals signing this Agreement below certify they have obtained the appropriate authority to execute this Agreement on behalf of the respective parties.

Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.

R. Fax Signatures. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the documents transmitted is to be

considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier or the fact that a signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement to this Agreement or any amendment or other document executed in compliance with this paragraph.

S. In the event it should become impossible for either party to perform its obligations under this Agreement at any time or times because of Acts of God, government restriction, unavailability of fuel, parts or supplies, fire, riot, war, civil commotion or any similar conditions, the party shall be excused from performance; provided that such nonperformance is not due solely to the party's own fault or negligence.

IN WITNESS WHEREOF, the parties have executed this Agreement the date set forth herein.

_____	_____
Vicky Mieseler, CAO Ozark Center	Signature of City of Joplin Representative
_____	_____
Date	Date