CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
AN ORDINANCE approving a Memorandum of Understanding by and between the City of Joplin Police Department and Ozark Center for the purpose of integrating a social work program within police department.

MEETING DATE
August 5, 2024

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill 2024-620, Memorandum of Understanding between Ozark Center and City of Joplin, and Business Associate Agreement.

REVIEWED BY
Dept. Head: Police Chief Richard Pearson; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the Memorandum of Understanding between Ozark Center and the City of Joplin for the purpose of establishing a social work program and collaborative partnership between City of Joplin, Joplin Police Department, and Ozark Center.

BACKGROUND
The Joplin Police Department routinely comes into contact with members of the community dealing with homelessness, substance abuse, mental illness, and other crisis situations. Currently we have no means to provide for the needs of these individuals, often resulting in their arrest. To combat this problem, the Joplin Police will partner with a variety of local social service providers to offer more options to individuals in crisis and better provide for their needs. The Ozark Center has agreed to assist in this effort by providing three (3) social service workers to the Joplin Police and create a co-responder initiative when needed for specific calls-for-service. This partnership will provide a varied, and robust service for residents in need.

FUNDING SOURCE
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. No City funding required.

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** ("**Agreement**") is made and entered into as of the 25th day of June, 2024 ("**Effective Date**") by and between **Ozark Center** ("**Covered Entity**") and **City of Joplin Police Department** ("**Business Associate**"). Business Associate and Covered Entity may be referred to individually herein as a "**Party**" and, collectively, the "**Parties**."

RECITALS

WHEREAS, Covered Entity and Business Associate are parties to an agreement pursuant to which Business Associate provides certain services to Covered Entity and, in connection with those services, Covered Entity discloses to Business Associate certain information ("**Protected Health Information**" as further defined in Section 1 below) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Public Law 104-191 and regulations promulgated thereunder, including 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, as those regulations may be amended from time to time, including, without limitation, as the regulations were amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**") and the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), collectively the "**HIPAA Regulations**";

WHEREAS, Covered Entity is a "covered entity" while Business Associate, as a recipient of PHI from Hospital, is a "business associate" as these terms are defined in the HIPAA Regulations. Subcontractors of business associates are also responsible for PHI protection and are defined as business associates if they create, receive, maintain or transmit PHI. Further, their subcontractors, if they meet the same criteria have the same compliance obligations under the HIPAA Regulations that business associates have. Just as covered entities are held responsible for breaches or violations of their business associates, so, now business associates are held responsible for the compliance of their subcontractors. Every connected contractor and subcontractor is now directly liable to HHS for breaches;

WHEREAS, Pursuant to the HIPAA Regulations, all business associates of Covered Entity must, as a condition of doing business with Covered Entity, agree in writing to certain mandatory provisions regarding, among other things, the use and disclosure of PHI provided by the Covered Entity to Business Associate and its subcontractors or created by Business Associate for Covered Entity. Business associates must develop Business Associate Agreements with all their relevant subcontractors, and covered entities must require their business associates to do so with the knowledge that if an entity meets the definition of a business associate, the entity is liable for HIPAA violations, even if it has not entered into a Business Associate Agreement;

WHEREAS, The purpose of this Agreement is to satisfy the requirements of the HIPAA Regulations, including, but not limited to *45 C.F.R. §§ 164.504 (e) and 164.314(a)*, as the same may be amended from time to time and the HIPAA privacy and security rules released on January 17, 2013 effective on March 26, 2013; and

WHEREAS, All covered entities and their business associates must comply with the HIPAA privacy and security rules. HIPAA obligations make business associates directly responsible for adhering to most privacy and security provisions and are subject to the same penalties as covered entities for noncompliance

NOW, THEREFORE, the Parties do hereby agree to the terms as set forth below.

AGREEMENTS

1. Applicability

This agreement applies only to disclosures of PHI by the Covered Entity to Business Associate for which a business associate agreement is required by HIPAA, e.g. in regard to the prior authorization process. However, as a medical device manufacturer, Business Associate may also receive PHI from covered entity for purposes which do not require a business associate agreement, e.g. disclosures to meet FDA requirements for device tracking and adverse event reporting. This agreement does not apply to those types of disclosures.

2. Definitions

All terms used, but not otherwise defined, in this Agreement shall have the same meaning as the respective terms in 45 C.F.R. §§ 160.103, 164.103, 164.304, 164.402 and 164.501.

3. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose PHI other than as required by law, or as permitted or required by this Agreement.

(b) Business Associate agrees to use appropriate safeguards, and comply, where applicable with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured PHI as required at 45 C.F.R § 164.410, and any Security Incident of which it becomes aware. The Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. The Parties agree that this Section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of such attempted but Unsuccessful Security Incidents.

(d) In the event of a Breach of any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity, Business Associate shall provide notice of such Breach to Covered Entity immediately, but in any event not more than ten (10) days after discovering the Breach.

Notice of a Breach shall include, at a minimum: (i) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach, (ii) the date of the Breach, if known, (iii) the scope of the Breach, and (iv) a description of the Business Associate's response to the Breach.

In the event of a Breach, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such Breach that is known to Business Associate. In the event that Business Associate lacks any information required to be disclosed in the initial notice required under this Section, Business Associate shall provide regular updates to the notice as such information becomes available.

(e) Business Associate agrees to ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

(f) Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Regulations.

(g) Business Associate agrees to maintain and make available to Covered Entity, within thirty (30) business days following a written request, information necessary to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Unless otherwise required by the HIPAA Regulations, any accounting under this Section shall include the following information: (i) the date of such disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such person or entity; (iii) a description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably sets forth the legal basis for the disclosure.

(h) If Business Associate maintains information in a Designated Record Set, it agrees to make available to Covered Entity, within thirty (30) business days following a written request, PHI in such Designated Record Set, in order for Covered Entity to respond to individuals' requests for access to information about them in accordance with 45 C.F.R § 164.524.

(i) If Business Associate maintains information in a Designated Record Set, it agrees to make any amendments or corrections to PHI in such Designated Record Set within thirty (30) business days following a written request by the Covered Entity in accordance with 45 C.F.R. § 164.526.

(j) If Business Associate maintains, on behalf of Covered Entity, information in an electronic Designated Record Set, Business Associate shall provide such information in the electronic format to Covered Entity upon request, or, if directed by the Covered Entity, directly to a requesting individual. This provision shall not affect Business Associate's continuing obligation to provide information in other formats as set forth herein.

(k) To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

4. <u>Permitted Uses and Disclosures by Business Associate</u>

(a) Business Associate may use and disclose PHI as agreed to by the parties only if such use or disclosure is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to business associate contracts.

(b) Business Associate may use or disclose PHI as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for PHI in accordance with its minimum necessary policies.

(d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(f) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate notice of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's uses and disclosures of PHI.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. Term and Termination

(a) *Term.* The Term of this Agreement shall be effective as of the date of this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, including when it is not advisable to do so in order to protect the legal interests of Covered Entity or Business Associate, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination by Covered Entity.* Business Associate authorizes termination of the Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time reasonably specified by Covered Entity.

(c) *Effect of Termination.* Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall**:**

(i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities or which Business Associate has deemed it infeasible to return or destroy.

(ii) Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form where such return or destruction is feasible.

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI.

(iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 2 of this Agreement, which applied prior to termination.

(v) Return to Covered Entity or destroy the PHI retained by Business Associate when it is feasible and when no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities, except for any such data that may be retained solely for archival purposes.

7. <u>Miscellaneous</u>

(a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Regulations and any other applicable law.

(c) *Survival.* The obligations of Business Associate shall survive the termination of this Agreement.

(d) *Interpretation.* Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Regulations and any other applicable law.

(e) *Notices.* Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

_____

Attn: _____

Fax: _____

If to Covered Entity, to:

Freeman Health System
1102 W 32nd Street
Joplin, MO 64804

Attn: ***VP of Compliance***
Fax: ***417-347-0192***

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

IN WITNESS WHEREOF, the Parties hereto have caused this Business Associate Agreement to be executed by their duly authorized officers or representatives as of the date first written above.

Ozark Center	**City of Joplin Police Department**
Signature 	Signature _____
Samantha D. Bradshaw	***Name***: _____
Title: *VP of Corporate Compliance and Privacy Officer*	***Title:*** _____
Date: 6.25.2024	***Date***: _____

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

COUNCIL BILL NO. 2024-620

AN ORDINANCE approving a Memorandum of Understanding by and between the City of Joplin Police Department and Ozark Center for the purpose of integrating a social work program within police department.

WHEREAS, The program will 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 and,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Memorandum of Understanding by and between the City of Joplin Police Department and Ozark Center for the purpose of integrating a social work program within police department, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager or his designee is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 19th day of August 2024.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney