

RESOLUTION NO. R-22-12

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH TRI-COUNTY MENTAL HEALTH SERVICES, INCORPORATED TO WORK COLLABORATIVELY WITH THE POLICE DEPARTMENT TO MEET THE BEHAVIORAL HEALTH NEEDS OF THOSE REQUIRING ASSISTANCE.

WHEREAS, Police and Fire/EMS calls for service increasingly involve individuals with a mental health and/or substance abuse crisis; and

WHEREAS, nationally, Police Departments are teaming with mental health clinicians, including psychologists, to respond to those in need of mental health or substance abuse assistance; and

WHEREAS, it has been recognized that the community as a whole benefits when those professionally trained to respond to behavioral health situations intervene early and provide resources for long-term care and follow-up; and

WHEREAS, recent studies indicate that partnerships between Police and mental health and substance abuse professionals are making communities healthier, safer, and more financially secure; and

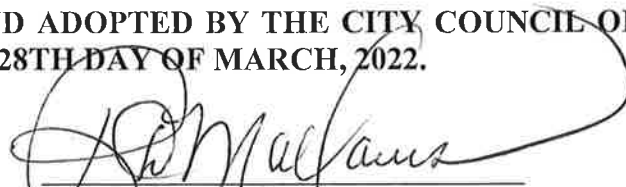
WHEREAS, Tri-County Mental Health Services, Incorporated and the Gladstone Police Department are both interested in working collaboratively under the terms of the Memorandum of Understanding; and

WHEREAS, strengthening mental health care support for residents in Gladstone by partnering with Tri-County Mental Health Services, Incorporated was a key Health and Safety goal in the Shaping Our Future Final report.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into the proposed Memorandum of Understanding, in substantially the form attached hereto and incorporated herein, with Tri-County Mental Health Services, Incorporated, and to take any other such measures as may be required to ensure the execution of the agreement.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28TH DAY OF MARCH, 2022.



R.D. Mallams, Mayor

ATTEST:



Becky Jarrett, Deputy City Clerk



Request for Council Action

RES # City Clerk Only

BILL # City Clerk Only

ORD # City Clerk Only

Date: 3/22/2022

Department: Police

Meeting Date Requested: 3/28/2022

Public Hearing: Yes Date: [Click here to enter a date.](#)

Subject: A Resolution authorizing the City Manager to enter into a Memorandum of Understanding with Tri-County Mental Health Services, Incorporated, to work collaboratively with the Police Department to meet the behavioral health needs of those requiring assistance.

Background: Nationally, Police calls for service involving mental health and substance abuse incidents have increased substantially. In 2016, the final report issued by Shaping Our Future contained a key goal under Health and Safety, which recommended building a collaborative partnership between the Police Department and Tri-County Mental Health to improve services to those requiring mental health or substance abuse assistance. The goal is to provide a more professional resource to our residents that would entail long-term treatment and aggressive follow-up. Chief Farris has been in discussion with staff at Tri-County Mental Health and has recommended a plan moving forward, which involves a commitment by both organizations to improve the services offered to our residents. A Memorandum of Understanding has been proposed by Tri-County Mental Health, which ensures a behavioral health professional would be available to our agency at least one day a week in exchange for office space. This provides our officers with access to a trained behavioral health provider, who could contact, follow-up and provide needed resources to members of our community.

Budget Discussion: Funds are budgeted in the amount of \$0 from the N/A Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Bob Baer
Department Director/Administrator

JM
City Attorney

SW
City Manager

Memorandum of Understanding

This Memorandum of Understanding (hereinafter "MOU") is entered into this 26th day of May, 2022, by and between Tri-County Mental Health Services, Inc. ("TCMHS") and the City of Gladstone, Missouri ("City") (each a "Party", and together, the "Parties").

WHEREAS, the purpose of this MOU is to clarify agreements between TCMHS and the City for the timeframe of May 1, 2022 through December 31, 2023. This MOU covers arrangements for behavioral health services provided to individuals whom may come into contact with City and for whom City identifies a behavioral health need and/or need for follow up by the Community Behavioral Health Liaison Team (hereinafter CBHL).

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and TCMHS do hereby represent, covenant and agree as follows:

Principles of care that we agree to adhere to in the delivery of concurrent services:

TCMHS and City will work collaboratively to meet the behavioral health needs of those persons whom may come into contact with CITY and for whom behavioral health services are identified as necessary. The two parties will work together to the best of their ability to meet each party's needs.

Roles and responsibilities of the parties are defined as follows:

TCMHS agrees that:

- TCMHS will provide a person who meets the State of Missouri definition as a CBHL 1 or 2. Said person will have attained a minimum of a Bachelor's degree in Social Work, Psychology, or closely related field.
- The CBHL Team member will be directly supervised by the CBHL Manager and will have access to fully licensed mental health professionals for consultation as needed.
- The CBHL Team member may be available to respond as a co-responder and/or to provide necessary follow-up behavioral health services to individuals whom have had contact with CITY. All referrals to the CBHL Team shall come directly from court personnel, CITY officers, or other CITY staff.
- The CBHL Team member shall record activities in TCMHS's electronic medical record for those individuals whom are enrolled in TCMHS services. For individuals not enrolled in TCMHS services, the CBHL shall track referrals in format designated by his/her supervisor.
- The CBHL Team member shall not disclose information protected by HIPAA or 42 CFR Part 2 unless expressly authorized by the individual referred by CITY.
- TCMHS shall provide the CBHL Team member with technology (i.e. laptops) necessary to complete all functions of their position in the community and at the police department.
- The CBHL Team member may assist in staff development training and/or education for CITY personnel on mental health topics as directed by department command staff.

CITY agrees that:

- Referrals will be provided to the CBHL Team member by members of CITY as officers/other staff identify that an individual may have a behavioral health condition; either suspicion of a mental illness or substance use disorder; or the person is in an acute crisis.
- The CBHL Team member will not be asked to enter into a situation that is deemed unsafe by a member of CITY or the CBHL Team member .
- The CBHL Team member will be provided a space to talk with those people referred and/or their family members at the police department; said space need not be a permanently assigned office, but must be a private area where confidential information can be discussed.
- Officers/staff referring a person to the CBHL Team member will relay pertinent information to them in person, phone or by email.

Both Parties:

- Mutually agree that the CBHL Team member shall not enter any situation which both the CBHL Team member and CITY officers deem unsafe. This determination must be at the independent discretion of the CBHL Team member and CITY officers. Specifically, the CBHL Team member may not enter any situation where a person is in possession of a weapon being used in a threatening manner and shall not enter a domestic violence situation until deemed safe by both the CBHL Team member and CITY officers independently.
- Mutually agree that the officer will have final say over disposition of the person being referred.
- Parties mutually agree that community safety is the top priority and that the individual being referred may be placed under arrest and detained at the discretion of law enforcement.
- Mutually agree that dispatch shall be notified when the CBHL Team member is responding to a call for service or follow-up.

Term:

This MOU begins May 1, 2022, and will expire on December 31, 2023, unless extended by written mutual agreement of the parties on or before December 31, 2023. Either party may terminate this MOU without cause by giving 30 days' written notice of cancellation to the other party.

Both parties agree this MOU begins on the effective date of May 1, 2022 and agree to all the terms and conditions contained herein.

General:

- 1. The services being offered by TCMHS to the City under this MOU shall be provided free of charge. Each party shall only be responsible for its own costs and expenditures associated with participating in this MOU.**
- 2. Any amendments to this MOU shall be mutually agreed to by the parties, in writing.**
- 3. Neither party to this MOU shall have the right to assign or transfer its rights and obligations to any third party without prior approval of the other party in writing.**
- 4. This MOU constitutes the entire agreement of the parties.**



5. This MOU shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anyone, not a party hereto, to maintain suit pursuant to the terms of this MOU.
6. This MOU shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this MOU shall be instituted only in the Circuit Court of Clay County, Missouri or in federal court of the Western District of Missouri.
7. Nothing in this MOU shall constitute or be construed or deemed to constitute a waiver of the City's sovereign immunity.
8. This MOU does not create an employee/employer relationship between the parties. It is the parties' intention that the relationship between the parties is that of independent contractors and not employee for all purposes. None of the provisions of this MOU shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the Parties, other than that of independent parties contracting solely for the purpose of effectuating this MOU.
9. TCMHS agrees that the City shall not be responsible for claims, expenses, damages, or liability for personal injury or damages to property, real or personal, directly or indirectly arising from the negligent or wrongful acts or omissions of TCMHS, its officers, employees, agents, and volunteers in connection with its performance under this MOU.
10. TCMHS shall and hereby agrees to indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with TCMHS's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by TCMHS's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials TCMHS creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City. TCMHS's obligation to indemnify and hold harmless shall remain in effect and shall be binding on TCMHS whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.
11. To the extent permitted by law, the City agrees to indemnify, defend and hold harmless TCMHS and its departments, elected officials, officers, employees, contractors and agents from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other

expenses of litigation, arbitration, mediation, or appeal), which in whole or in part arise out of or have been connected with the City's negligence, error, omission, recklessness, or wrongful or criminal conduct in performance of the City's roles and responsibilities listed above in this MOU. The City's obligation to indemnify and hold harmless shall remain in effect and shall be binding on the City whether such injury shall accrue, or may be discovered, before or after termination of this MOU. The City's obligation under this paragraph is limited by the City's insurance coverages and applicability of Sovereign Immunity doctrine as it may apply to the City.

12. Each party shall comply with all Federal, State, Department of Mental Health, and all Municipal Laws, rules and regulations applicable to the performance of this MOU.

13. This MOU is made and entered into pursuant to the authority granted by TCMHS to its CEO Tom Petrizzo and by the authority granted by the City to its City Manager Scott Wingerson.

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first written below.

Tri County Mental Health Services, Inc.:	City of Gladstone, Missouri:
By: 	By: 
Title: CEO	Title: City Manager
Dated: 6/1/22	Dated: 5/24/22