

RESOLUTION NO. R-23-57

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH NORTH KANSAS CITY HOSPITAL 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

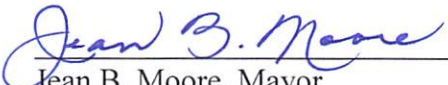
WHEREAS, North Kansas City Hospital and the Gladstone Police Department are both interested in working collaboratively under the terms of the Memorandum of Understanding; and

WHEREAS, strengthening mental health care support for residents in Gladstone by creating a Mental Health Coalition 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 North Kansas City Hospital, 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 AUGUST 2023.


Jean B. Moore, Mayor

ATTEST:


Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-23-57

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 8/23/2023

Department: Police

Meeting Date Requested: 8/28/2023

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 North Kansas City Hospital, 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 key goals under Health and Safety, which recommended building a collaborative partnership between the Police Department and Tri-County Mental Health and to create a Gladstone Mental Health Coalition 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 North Kansas City Hospital 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 North Kansas City Hospital, which ensures a behavioral health professional would be available to our agency 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, and add to our already proven team approach.

Budget Discussion: N/A

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

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

Fred Farris
Department Director/Administrator

JM
City Attorney

BB
City Manager

Memorandum of Understanding

This Memorandum of Understanding (hereinafter “MOU”) is entered into this 1 day of September 2023, by and between North Kansas City Hospital (“NKCH”) 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 NKCH and the City for the timeframe of September 1, 2023 through March 31, 2024. This MOU covers arrangements for behavioral health services provided to individuals who may come into contact with City and for whom City identifies a behavioral health need and/or need for follow up by the Behavioral Health Navigator (hereinafter “NAVIGATOR”).

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

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

NKCH 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:

NKCH agrees that:

- NKCH will provide a NAVIGATOR who will have attained a minimum of a Bachelor’s degree in Social Work.
- The NAVIGATOR will be directly supervised by the NAVIGATOR Director and will provide mental health resources and referrals as appropriate.
- The NAVIGATOR may be available to respond as a co-responder and/or to provide necessary follow-up behavioral health services to individuals who have had contact with CITY. All referrals to the NAVIGATOR shall come directly from court personnel, CITY officers, or other CITY staff.
- The NAVIGATOR shall record activities in NKCH’s electronic medical record for those individuals who have had previous services at NKCH. For individuals who have not had services at NKCH, the NAVIGATOR shall track referrals in a format designated by his/her supervisor.
- Information collected during the provision of services by NAVIGATOR shall be considered Protected Health Information as defined by the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information technology for Economic and Clinical Health Act (“HITECH Act”, and all standards which are promulgated pursuant to the above-named statutes. NKCH warrants that it has educated its NAVIGATORS about the obligations imposed by HIPAA and HITECH.
- NKCH shall provide the NAVIGATOR with technology (i.e., laptops) necessary to complete all functions of their position in the community and at the police department.
- The NAVIGATOR may assist in staff development training and/or education for CITY personnel on mental health topics as directed by department command staff.
- NKCH warrants that during the term of the MOU, it will carry and maintain for itself and its NAVIGATORS, at its own cost and expense, commercial liability, general liability, Worker’s

Compensation, and automobile liability in at least the amounts required by law. Such insurance may be procured through an adequately funded self-insurance program. Upon request, NKCH will issue Certificates of Insurance to City.

CITY agrees that:

- Referrals will be provided to the NAVIGATOR 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 NAVIGATOR will not be asked to enter a situation that is deemed unsafe by a member of CITY or the NAVIGATOR.
- The NAVIGATOR will be provided with 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 NAVIGATOR will relay pertinent information to them in person, phone or by email.

Both Parties:

- Mutually agree that the NAVIGATOR shall not enter any situation which both the NAVIGATOR and CITY officers deem unsafe. This determination must be at the independent discretion of the NAVIGATOR and CITY officers. Specifically, the NAVIGATOR 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 NAVIGATOR 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 NAVIGATOR is responding to a call for service or follow-up.

Term:

This MOU begins September 1, 2023, and will expire on March 31, 2024, unless extended by written mutual agreement of the parties on or before March 31, 2024. 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 September 1, 2023, and agree to all the terms and conditions contained herein.

General:

1. The services being offered by NKCH 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. NKCH 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 NKCH, its officers, employees, agents, and volunteers in connection with its performance under this MOU.
10. The Parties acknowledge that while performing the services each may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. The receiving party agrees to (i) receive such confidential information in strict confidence and not disclose it to any third party without the prior written consent of the other party, (ii) accord such confidential information at least the same level of protection against unauthorized use or disclosure that the receiving party customarily accords to its own confidential information of a like nature, but in no event less than reasonable care; and (iii) use such confidential information solely and exclusively for the purposes of and in accordance with the terms of this MOU. Notwithstanding the above, neither party shall be liable for disclosure or use of any particular confidential information of the other party if the same (i) is or becomes known to the receiving party on a non-confidential basis without breach of any obligation of confidentiality; (ii) is independently developed by the receiving party without reference to the other party's confidential information; or (iii) is legally required to be disclosed. This section shall survive the termination of the MOU. Promptly following termination or expiration of the MOU, the parties shall either destroy or deliver to the furnishing party all confidential information received during the performance of services.

- 11.** To the extent permitted by law and so as to not waive NKCH's sovereign immunity NKCH 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 NKCH's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by NKCH'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 NKCH creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City. NKCH's obligation to indemnify and hold harmless shall remain in effect and shall be binding on NKCH whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.
- 12.** To the extent permitted by law and so as to not waive the City's sovereign immunity The City agrees to indemnify, defend and hold harmless NKCH 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.
- 13.** 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.
- 14.** Should any portion, or portions of this MOU be found or declared unenforceable or void by any court or competent tribunal for any reason, the remaining portions shall be severable and fully enforceable as if no such finding of unenforceability had issued.
- 15.** The signatory hereto represents and warrants that they are duly-authorized to enter into and execute this MOU.

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

North Kansas City Hospital: <i>Daria Easley</i> By: <i>Daria Easley</i> Title: <i>VP Quality+ Care Optimization</i> Dated: <i>August 29, 2023</i>	City of Gladstone, Missouri: <i>Bob Baer</i> By: Bob Baer Title: City Manager Dated: <i>8/30/23</i>
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