486-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	1	November Session of the October Adjourned				Term. 20 19
County of Boone	ea.					
In the County Commissio	n of said county, o	n the	12th	day of	November	20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize Commissioner Janet Thompson to sign the attached agreement with the Institute for Police, Mental Health & Community Collaboration authorizing Boone County to host a Sequential Intercept Mapping exercise on November 25, 2019.

Done this 12th day of November 2019.

ATTEST: Sennonry nammer

Brianna L. Lennon Clerk of the County Commission

us

Daniel K. Atwill Presiding Commissioner

Fred J. Parry District I Commission Janet M. Thompson District II Commissioner





THE INSTITUTE FOR POLICE, MENTAL HEALTH & COMMUNITY COLLABORATION

SERVICES AGREEMENT

This SERVICES AGREEMENT is made as of the ____day of <u>November, 2019</u> by and between Boone County, Missouri located at 801 E. Walnut, Columbia, Missouri, 65201 and <u>Coordinated Care</u> <u>Services, Inc</u>. (CCSI), a New York State 501(c)(3) corporation having its office located at 1099 Jay Street, Rochester, NY 14611, and under whose auspice The Institute for Police, Mental Health & Community Collaboration operates

WHEREAS, CCSI is a not-for-profit agency that performs a range of services designed to meet the needs of the behavioral health and human services community, including specific criminal justice and mental health systems interface assessments offered by the Institute for Police, Mental Health & Community Collaboration,

WHEREAS, Boone County wishes to secure the services of the Institute for Police, Mental Health & Community Collaboration and the Institute/CCSI is willing to provide such services, with respect to the parties' obligation, as set forth in this Agreement,

NOW, therefore in consideration of the understandings set forth, the parties agree to the following terms:

a) Scope of Services

a) Services to be provided under this Agreement are described in Exhibit 1.

b) Compensation

a) Boone County agrees to compensate the Institute/CCSI as described in Exhibit 1.

c) Relationship of Parties

a) In performing its responsibilities and obligations under this Agreement, the Institute/CCSI is and shall, in all respects, be an independent contractor. Nothing herein shall be construed to create an employer/employee relationship between Boone County and the Institute/CCSI.

d) Non-Appearance

a) The Institute/CCSI shall be responsible to inform Boone County prior to any cancellation or postponement of planned services. The Institute/CCSI will not be responsible for delays caused by events or circumstances beyond the Institute/CCSI's reasonable control.

e) Assignment

a) The Institute/CCSI shall not, in whole or in part, assign, transfer, convey, grant any security interest in, sublease, or otherwise dispose of this Agreement or the right, title, or interest therein, or the power to execute the same to any other person or entity without the prior written consent of Boone County.

f) Indemnification

- a) To the extent permitted by law, each party shall defend, at its own expense, any action, claim or demand (or portion thereof) against the other party that may be made by a third party for injuries, including death to persons, resulting from the indemnifying party's negligent or willful acts or omissions or those of persons employed by the indemnifying party, its agency or subcontractors.
- b) Notwithstanding any other agreements, the Institute/CCSI agrees to defend, hold harmless and indemnify Boone County against any legal liability or damage from the negligence of or misrepresentation by the Institute/CCSI in the performance of its responsibilities as specified by this agreement.

c) Boone County shall not be required to indemnify the Institute/CCSI for any damage or loss arising out of any acts of the Institute/CCSI's misrepresentation or negligence.

g) Term

- a) This Agreement shall be in effect from the date of execution through January 31, 2020.
- h) Termination
 - a) Either party upon 30 days written notice may terminate this Agreement at any time.
- i) Entire Agreement
 - a) This Agreement, including Appendices, constitutes the entire Agreement between Boone County and the Institute/CCSI with respect to the services herein to be provided. There are no other oral or written agreements relating to the subject matter of the agreement, unless expressly referred to herein. This Agreement may only be modified or amended by written document expressly describing any such modification or amendment signed by both parties.

j) Dispute

a) The parties are interested in maintaining a positive relationship during this Agreement. Upon any dispute arising out of the interpretation or the performance or non-performance by a party of the terms and conditions of this Agreement, the parties shall first engage in good faith negotiations to resolve such dispute. In the event that the parties are unable to resolve such dispute after 30 days, the dispute shall be submitted to arbitration in accordance with the rules of the American Arbitration Association.

k) Governing Law

a) This Agreement shall be governed by and construed in accordance with the laws of New York State.

The signatures below indicate agreement to the understandings set forth above.

Coordinated Care Services, Inc. Boone County, Missouri Signature Signature Name: Jasón Kuby Name **Chief Financial Officer** Title Title Date Date

Exhibit 1

Scope of Services

On behalf of the Institute/CCSI, Don Kamin, Ph.D. and Mark Giuliano, MSW will conduct a conduct Sequential Intercept Mapping (SIM) workshop in Columbia, Missouri on November 25, 2019. Dr. Kamin will advise Boone County on individuals to invite, room set-up, and other miscellaneous details.

The workshop will include:

- A didactic presentation describing the Sequential Intercept Model
- A mapping exercise which results in a graphic depiction of where criminal justice and mental health services intersect
- Identification of resources and gaps, with an emphasis on identifying system improvements to avoid law enforcement responding to individuals in emotional distress
- Discussion of local priorities

The Institute/CCSI will send Boone County a draft report based on the workshop by December 20, 2019. The report will contain a summary of the results of the workshop, including recommendations for next steps and a 'map.' Boone County will notify the Institute/CCSI of any inadvertent omissions or misstatements in the report. Consultant will send Boone County a revised report within 7 days of receiving requested corrections.

Compensation

Upon completion of the work specified above, the Institute/CCSI will send Boone County an invoice for \$7,500 plus any travel-related expenses. Travel expenses shall include round trip airplane travel, airport parking, ground transportation, hotel accommodations and meal expenses. Travel-related expenses will not exceed \$3,500.