

JOHNSON COUNTY MENTAL HEALTH CO-RESPONDER COOPERATIVE MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is a collaboration amongst the Kansas cities of Merriam, Mission, Roeland Park, Fairway, Westwood, Westwood Hills, and Mission Woods (collectively, the “Cities”) and Johnson County Board of County Commissioners (BOCC) to address potential mental health and co-occurring substance use disorder issues in our jurisdictions by sharing resources and expenses to fund a shared co-responder position dedicated to the Cities (herein referred to as the “Project”).

This MOU supersedes all previous memorandums of understanding relating to collaborative efforts between the Cities and the Johnson County Mental Health Center (JCMHC) to share a co-responder and amendments thereto.

I. Purpose

- a. The purpose of the Project is to find ways that the mental health and criminal justice systems of Johnson County, specifically within the Cities, can work in partnership to improve service response to individuals who suffer from mental health issues and have co-occurring substance use disorders, or who are in danger of becoming alcoholics or drug abusers.
- b. The purpose of this MOU is to:
 - i. delineate the responsibilities of the parties to the Project;
 - ii. maximize interagency cooperation; and
 - iii. formalize the relationships between the parties and their employees regarding Project operations, policies, planning and training.

II. Parties.

The participating entities in the Project and this MOU are:

- a. the Johnson County Board of County Commissioners, through the Mental Health Center/JCMHC;
- b. the City of Merriam, through the Merriam Police Department;
- c. the City of Mission, through the Mission Police Department;
- d. the City of Roeland Park, through the Roeland Park Police Department;
- e. the City of Fairway, through the Fairway Police Department;
- f. the City of Westwood, through the Westwood Police Department;

- g. the City of Westwood Hills, through the Westwood Police Department; and
- h. the City of Mission Woods, through the Westwood Police Department;

JCMHC and the cities of Merriam, Mission, Roeland Park, Fairway, Westwood, Westwood Hills, and Mission Woods are collectively referred to herein as the “Parties”, or individually, as a “Party”.

III. Organizational Structure, Control and Responsibilities.

a. Organizational Structure.

- i. The oversight of the Project will be cooperatively provided by the Parties.
- ii. Each Party will designate one individual to be that Party’s point of contact. These points of contact will make up the Project Leadership Team.
- iii. The Parties will facilitate regular meetings of the Project Leadership Team and any other appropriate individuals to address the progress of the Project, as well as other justice and mental health related projects or issues.

b. Roles and Responsibilities of the Parties.

- i. JCMHC will hire, employ, and supervise one Qualified Mental Health Professional (the “co-responder”) as part of the Project. Further, the Parties acknowledge and agree that additional Co-Responders may be added under this MOU.
- ii. JCMHC expressly represents and warrants to each City that the co-responder is not and shall not be construed to be an employee of any City and that the status of JCMHC is that of independent contractor for the Cities for which JCMHC is solely responsible for co-responder’s actions and inactions. JCMHC also agrees that neither it, nor the co-responder may enter into contracts or agreements on behalf of any City or to otherwise create obligations of any City to third parties.
- iii. The Cities may participate in the interview and hiring process with JCMHC, though JCMHC will retain the ultimate decision-making authority regarding the hiring and employment of the co-responder.
- iv. JCMHC shall provide the co-responder with a vehicle and cell phone for the co-responder’s use in his/her Project duties for which the Cities will reimburse JCMHC pursuant to the pro rata calculation in the attached Addendum
- v. The co-responder will work in cooperation with the Cities to assist the Cities with individuals who suffer from mental health issues and co-occurring substance use disorders and who are contacted by law enforcement.
- vi. The co-responder will report to JCMHC for administrative matters (e.g., leave, pay, benefits) and for other matters unrelated to the case-specific work assignments of the Project. The co-responder will coordinate with the City with regard to respective case-specific work assignments.
- vii. It shall be the joint responsibility of JCMHC and the co-responder to regularly and in a

timely manner inform the Cities of scheduled vacation, training, annual leave, or sick leave. The co-responder will observe holidays as set by Johnson County, Kansas government. When the co-responder is on leave for any reason, back-up coverage will not be provided.

- viii. The co-responder shall be subject to the personnel policies and procedures of JCMHC. To the extent they are not in conflict with JCMHC policies, each City's personnel policies shall also apply to the co-responder when he/she is working in or coordinating with that particular City. It shall be the responsibility of each individual City to inform or train the co-responder on the personnel policies applicable to him/her. Performance appraisals will be handled by JCMHC, except that the Cities will be given the opportunity to provide written comments for discretionary use by JCMHC in the appraisal process.
- ix. The City of Merriam shall serve as host site for the Project and will provide an office designated for the use of the co-responder. In addition to the office at the Merriam Police Department the co-responder shall be provided a designated workspace or office, as available, in the other Cities.
- x. The City of Merriam will provide the co-responder with a portable police radio. JCMHC will provide him/her a laptop computer and any other equipment necessary to fulfill Project duties.
- xi. The co-responder position will be a salaried exempt position which will work full-time (40 hours per week), allocating work time between the Cities as calls for service and workload requires.
- xii. The Cities shall reimburse JCMHC for the co-responder personnel costs incurred by JCMHC including, but not limited to, salary, retirement, expenses, disability, and all other employment-related benefits incident to the co-responder's employment with JCMHC (see attached Co-Responder Budget). All additional expenses and reimbursement, if any, including other equipment, will be discussed and agreed upon among the Parties. Raise projections shall be provided annually to the Cities by JCMHC. Such raise projections provided by JCMHC, however, shall not be construed by the Parties as annual finalized projections. JCMHC shall invoice each City its pro rata share for all such personnel costs by the 15th of the month following the end of each quarter. Upon receipt of such invoice(s), the Cities shall reimburse JCMHC accordingly for such invoiced amount(s) at the close of the same invoiced month. During the term of this MOU and notwithstanding any provision to the contrary, should for any reason and at any time there be an increase in the payment of the co-responder personnel costs as determined and incurred by JCMHC, including all other employment-related benefits incident to the co-responder's employment with JCMHC, in an amount up to, but not exceeding, five percent (5%) of the total annual cost for a co-responder position as indicated in the attached Co-Responder Budget, or any addendum subsequent thereto, JCMHC will include in its invoice to each City the respective City's pro rate share for such increased personnel costs which shall be reimbursed by the individual Cities accordingly.
- xiii. As law enforcement officers respond to the scene of a call and it is determined that assistance of the co-responder will aide in the disposition of the call, the responding officer will work jointly with the co-responder, either directly or through dispatch.
- xiv. The co-responder's time will be shared among and between the Cities. It is the intent of the Parties that the shared time will be reasonably equal to the percentages shown on the attached Addendum. The Parties shall meet regularly to determine the appropriate

scheduling. However, the Cities shall work cooperatively in this regard and if a City to which the co-responder is not assigned at the particular time has a situation which would benefit from co-responder assistance, that City shall contact the co-responder and request assistance as available.

- xv. Co-responder training shall be provided by JCMHC including, but not limited to, issues related to confidentiality. Additional training, as appropriate, may be provided as needed by the Cities.
- xvi. The Cities will provide training to the co-responder and their respective employees on the Project with regard to Project goals and protocols, including communication protocols for determining the need for the co-responder, situational awareness training, and information security training and credentialing as required by Criminal Justice Information System (CJIS) and KCJIS (Kansas Criminal Justice Information System).
- xvii. In the event that the co-responder is on leave and/or busy on another case, the Cities may employ the traditional process for requesting JCMHC services by calling the JCMHC crisis line, as needed.
- xviii. If the co-responder has complaints, suggestions, comments, or concerns regarding the policies, procedures, practices or decisions of the Cities, the co-responder is to first present such concerns to their immediate JCMHC supervisor who may, in turn, pursue discussions with the respective City. However, it is permissible and encouraged for the co-responder to communicate with City staff regarding daily issues pertaining to efficient and effective case processing.
- xix. In any instance in which the co-responder, in the judgment of a City, may have engaged in misconduct or failure to fulfill the mission or purpose of the Project as requested, the City shall notify JCMHC, in writing, of the details of the alleged misconduct or failure. JCMHC shall then undertake an appropriate review of the allegations and, in the event the allegations are confirmed, implement any necessary or appropriate discipline up to, and including, termination of the co-responder, after discussion with the Project Leadership Team, as deemed appropriate.
- xx. Should the Project be terminated for any reason, JCMHC is solely responsible for any and all decisions as to whether to continue to employ a co-responder. The co-responder shall have no recourse against any City for any employment decision(s) made by JCMHC, including termination of the Project or termination of the co-responder.
- xxi. Equipment and other tangible property provided to the co-responder by any City as part of the Project will remain property of the respective City and must be returned to the respective City immediately upon termination of the co-responder, or within thirty (30) days of the termination of the Project, unless otherwise agreed to in writing.
- xxii. The co-responder shall, to the extent practical, keep a general account of time spent working for each City, including types of activities, police calls, and training.

c. Legal Status.

- i. This MOU is authorized by K.S.A. 12-2908 as a contract between municipalities to perform governmental services or activities; is not an interlocal agreement as contemplated by K.S.A. 12-2901 et seq.; and does not create a new or separate legal entity. Each Party shall

be responsible for the actions and responsibilities arising under this MOU of its respective employees.

d. Confidentiality; Inquiries.

- i. The Parties shall adhere to all applicable laws and policies regarding the confidentiality of data or information obtained during the Project. To the extent required by law, the Parties shall comply with HIPAA, and are to maintain the confidentiality of personal health information (PHI), sharing that PHI only to the extent necessary to coordinate treatment or disposition of the crisis situation.
- ii. As a general rule, all outside inquiries regarding the Project shall be directed to the respective Public Information Officer representing the involved City. Any inquiries involving mental health case supervision issues shall be directed to JCMHC.

IV. Effective Date, Duration, Termination, Insurance and Funding.

- a. This MOU shall become effective upon execution by all Parties.
- b. This MOU may be executed in one or more counterparts, including by facsimile, each of which when compiled in its entirety shall together constitute one and the same instrument.
- c. The term of this MOU is for the duration of the Project.
- d. Any Party may terminate its relationship with the Project and withdraw from the Project and this MOU at any time, by written notification to the other Parties at least (60) days prior to termination. The terminating Party will be responsible for its pro rata share of the costs of the Project up to, and including, the last date of its participation, regardless of the use of the co-responder. Notice of termination shall be delivered to the Project Leadership Team. If one or more Cities terminate its relationship to the Project, then the JCMHC and remaining Cities may agree to continue the Project under this MOU by amending the pro rata shares in the Addendum, renegotiate this MOU, or terminate the MOU.
- e. Insurance – The Parties shall each carry and maintain in force for the duration of the Project insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, of the minimum types and limits as set forth below:
 - i. All Parties shall carry Commercial General Liability
 1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence;
 2. \$2,000,000 annual aggregate.
 - ii. Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability.
 - iii. All Parties shall carry Commercial Automobile Liability - \$500,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per accident covering all owned, non-owned, and hired vehicles. Provided, however, it is understood and agreed

by the Parties that the JCMHC provided vehicle shall be covered primarily by JCMHC's automobile liability self-insurance and insurance program.

iv. JCMHC shall carry Professional Liability

1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence;
2. \$3,000,000 annual aggregate.

v. Cities shall carry Law Enforcement Liability

1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence;
2. \$2,000,000 annual aggregate.

vi. As respects each Party's employees:

1. Statutory Workers' Compensation
2. Employer's Liability:
 - a. Bodily Injury by Accident \$500,000 Each Accident:
 - b. Bodily Injury by Disease \$500,000 Policy Limit
 - c. Bodily Injury by Disease \$500,000 Each Employee

Provided, however, it is understood and agreed by the Parties that the co-responder shall be covered primarily by the JCMHC Workers' Compensation and Employer's Liability self-insurance and excess insurance coverage.

Each Party shall furnish the other with Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this MOU. Certificate Holders shall be the Parties as shown on attached exhibit A.

Board of County Commissioners and JCMHC Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

Prior to cancellation or non-renewal, each Party agrees that it or its Agent shall provide Certificate Holder not less than thirty (30) days advance written notice of such change. Renewal certificate(s) of insurance shall be provided by the Parties within ten (10) business days of insurance renewals.

- f. Expenditure of funds as part of the Project will be subject to the respective budgetary processes of each Party. To the extent that this MOU is interpreted as requiring any expenditure of funds by any City, the Parties acknowledge that the Cities are obligated only to pay expenditures as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during that City's

current budget year; or (b) funds made available from any lawfully operated revenue producing source.

- g. This MOU shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors.

Mike Kelly
Mike Kelly, Chairman,
Johnson County Board of County Commissioners

2-23-2023
Date



ATTEST:

Lynda Sader

Lynda Sader, Deputy County Clerk

APPROVED AS TO FORM:

Natalie Yoza
Natalie Yoza, Assistant County Counselor

Approved 5-2 (CO) MA

FILED

FEB 23 2023

DEPUTY COUNTY CLERK
JOHNSON COUNTY KANSAS

ATTEST:

Juliana Pinnick

Juliana Pinnick, April 17, 2023 13:42 CDT

Juli Pinnick, City Clerk


APPROVED AS TO FORM:

Ryan Denk
Ryan Denk, City Attorney

City of Merriam:

By: Bob Pape 4/24/23
Bob Pape, Mayor Date

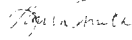
City of Mission:

By: 
Solana Flora, Mayor

Apr 10, 2023

Date

ATTEST:



Robyn L. Fulks, City Clerk

APPROVED AS TO FORM:


David K. Martin, April 10, 2023 13:45 CDT

David Martin, City Attorney

City of Roeland Park:

By: 
Michael Poppa, Mayor

Apr 11, 2023

Date

ATTEST:


Kelley Nielsen, April 11, 2023 09:22 CDT

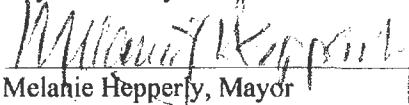
Kelley Nielsen, City Clerk

APPROVED AS TO FORM:



Steve Mauer, City Attorney

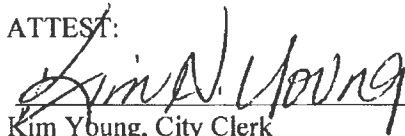
City of Fairway:


Melanie Hepperly, Mayor

03/13/23

Date

ATTEST:



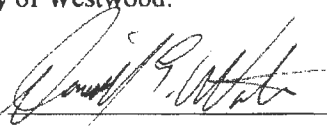
Kim Young, City Clerk

APPROVED AS TO FORM:


Richard Cook, April 10, 2023 10:48 CDT

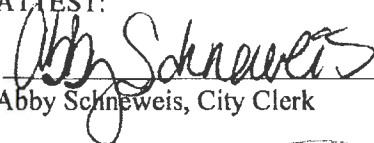
Richard Cook, City Attorney

City of Westwood:

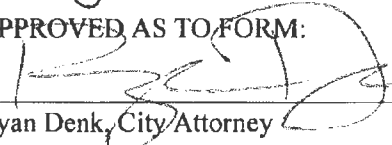
By: 
David E. Waters, Mayor

03/23/2023
Date

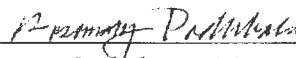
ATTEST:


Abby Schneeweis, City Clerk

APPROVED AS TO FORM:

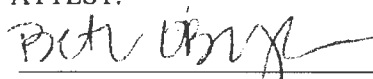

Ryan Denk, City Attorney

City of Westwood Hills:

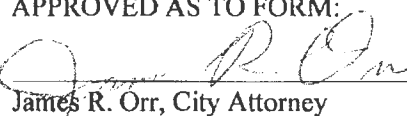
By: 
Rosemary Podrebarac, Mayor

3/24/2023
Date

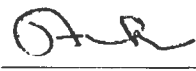
ATTEST:


Beth O'Bryan, City Clerk

APPROVED AS TO FORM:

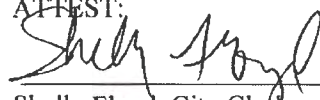

James R. Orr, City Attorney

City of Mission Woods:

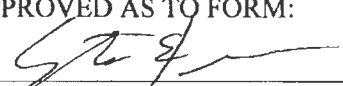
By: 
Darrell Franklin, Mayor

3/22/23
Date

ATTEST:


Shelly Floyd, City Clerk

APPROVED AS TO FORM:


Steven Mauer, City Attorney

**ADDENDUM
PROJECT BUDGET**

Allocation of Co-Responder(s) Assigned to All Participating Cities

The total annual cost for a co-responder position for the calendar year 2023 is estimated to be \$117,241, except for overtime approved in advance by each City's point of contact, as approved in each City's budget. JCMHC shall provide future calendar year annual budgets upon request of the Cities. JCMHC shall invoice each City on a quarterly basis according to its pro rata share, determined by population, as follows:

City	Population	Percent	Annual Share of Cost
Merriam	11,098	32.2%	\$37,752
Mission	9,954	28.9%	\$33,883
Roeland Park	6,871	19.9%	\$23,331
Fairway	4,170	12.1%	\$14,186
Westwood	1,750	5.1%	\$5,979
Westwood Hills	400	1.2%	\$1,407
Mission Woods	203	0.6%	\$703

Grant Funded Co-Responder

It is agreed by the Cities to share in the cost of an additional co-responder position originally funded by a grant until September 2023 obtained through the City of Merriam. Once grant funds are exhausted, the remaining cost of the position will be split between the Cities according to their pro rata share, determined by population as per above. An estimate of the cost of the final quarter of 2023 and each City's pro rata share follows. Succeeding years cost for this position will be shared among the cities as other non-grant positions.

City	Population	Percent	4th Quarter Share of Cost
Merriam	11,098	32.2%	\$7,551.00
Mission	9,954	28.9%	\$6,777.00
Roeland Park	6,871	19.9%	\$4,667.00
Fairway	4,170	12.1%	\$2,838.00
Westwood	1,750	5.1%	\$1,196.00
Westwood Hills	400	1.2%	\$281.00
Mission Woods	203	0.6%	\$141.00
Total			\$23,451.00

In order to ensure all grant assurances are met, a copy of the Justice Assistance Grant (JAG) grant assurances will be reviewed with both the JAG funded co-responder and JCMHC co-responder supervisor. The co-responder will initial and sign a copy of the grant assurances as acknowledgement of receipt of and understanding the grant assurances. The signed copy will be kept at the Merriam Police Department as part of the JAG grant file and a copy will be provided to JCMHC.

JCMHC will provide activity logs at the end of each quarter to be submitted with the quarterly invoice for

the JAG funded co-responder. The activity logs will include the date of service, time, type of activity and duration of activity. A copy of the activity logs will be retained at the Merriam Police Department in the JAG grant file.

The co-responder job description is included as Exhibit A.

Exhibit A

Board of County Commissioners and JCMHC Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

City of Merriam Kansas
9001 W. 62nd Street,
Merriam, Kansas 66202

City of Mission Kansas
6090 Woodson
Mission, Kansas 66202

City of Roeland Park Kansas
4600 W. 51st Street
Roeland Park, Kansas 66205

City of Westwood
4700 Rainbow Boulevard
Westwood, Kansas 66205

City of Westwood Hills
2216 West 49th Street
Westwood Hills, Kansas 666205

City of Fairway Kansas
4210 Shawnee Mission Parkway, Suite #100
Fairway, Kansas 66205

City of Mission Woods Kansas
4700 Rainbow
Westwood, Kansas 66205