

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CURATORS OF THE UNIVERSITY OF

MISSOURI ON BEHALF OF THE

MISSOURI INSTITUTE OF MENTAL HEALTH

On Behalf of

UMSL Addiction Science Team

And

**THE CITY OF COLUMBIA, MISSOURI, ON
BEHALF OF THE Columbia/Boone County
Department of Public Health and Human Services**

The Curators of the University of Missouri on behalf of the Missouri Institute of Mental Health and the UMSL Addiction Science Team (hereinafter, collectively, “UMSL Addiction Science Team”) and the City of Columbia, Missouri, on behalf of the **Columbia/Boone County Department of Public Health and Human Services** (hereinafter “City”) enter into this Memorandum of Understanding (MOU) to implement a secondary naloxone distribution pilot program. Personnel will provide nasal naloxone to overdose survivors, their family members or loved ones, or individuals at risk of experiencing or witnessing an opioid overdose event.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Term. This MOU is effective when the final signature is obtained and shall remain in effect until September 30, 2026, unless terminated earlier pursuant to the terms set forth herein.
2. Amendments. Any change or amendment to this MOU shall be accomplished by written agreement signed by the parties.
3. Outlined below are the roles and responsibilities of each entity. Both parties agree to the terms outlined within this MOU and shall make good faith efforts to fulfill the terms.

I. UMSL ADDICTION SCIENCE TEAM RESPONSIBILITIES

- A. Provide naloxone kits to Columbia/Boone County Department of Public Health and Human Services at no-cost to Columbia/Boone County Department of Public Health and Human Services to be distributed to opioid overdose survivors, their family member or loved ones or individuals at risk of experiencing or witnessing an opioid overdose event.
- B. UMSL Addiction Science Team will track distribution of naloxone leave behind kits and report to

grant funders.

II. COLUMBIA/BOONE COUNTY DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES RESPONSIBILITIES:

- A. As of the effective date of the MOU, Columbia/Boone County Department of Public Health and Human Services shall begin distributing nasal naloxone to overdose survivors, their family members or loved ones, or individuals at risk of experiencing or witnessing an opioid overdose event.
- B. Columbia/Boone County Department of Public Health and Human Services shall agree to report the number of kits distributed.
- C. Columbia/Boone County Department of Public Health and Human Services shall properly store naloxone leave behind kits according to manufacturer's recommendations.
- D. Columbia/Boone County Department of Public Health and Human Services shall provide information related to naloxone use, treatment and recovery, and harm reduction strategies to the overdose survivor, family member or loved one.

III. OTHER

- A. Columbia/Boone County Department of Public Health and Human Services shall be responsible for appropriate storage and distribution of nasal naloxone, as well as completing the appropriate documentation for tracking distribution.
 - B. Except to the extent prohibited by applicable law, Columbia/Boone County Department of Public Health and Human Services assumes all liability for any and all third party claims, losses, expenses and damages, including reasonable attorney's fees arising out of or relating to Columbia/Boone County Department of Public Health and Human Services' use, handling, storage, transfer and disposal of the naloxone leave behind kits or the information give to the overdose survivor, family member, or loved one. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
 - C. Columbia/Boone County Department of Public Health and Human Services may distribute naloxone leave behind kits per RSMO 338.205 under the UMSL Addiction Science Team standing order signed by Dr. Angeline Stanislaus, or successive applicable standing order. As per this statute, Columbia/Boone County Department of Public Health and Human Services shall not collect a fee or compensation for dispensing the naloxone.
4. Termination. Columbia/Boone County Department of Public Health and Human Services may terminate this MOU by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. UMSL Addiction Science Team reserves the right to terminate this MOU, in whole or in part, at any time, for the convenience of the UMSL Addiction Science Team, without penalty or recourse, by giving written notice to Columbia/Boone County Department of Public Health and Human Services at least thirty (30) calendar days prior to the effective date of such termination. Upon termination by either party, Columbia/Boone County Department of Public Health and Human Services shall return the naloxone leave behind kits to the UMSL Addiction Science Team project in unopened original packaging.
5. Governing Law and Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of

Missouri. The Parties agree to waive any defense of forum non conveniens.

6. General Laws. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
7. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
8. Electronic Signature. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
9. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia
Public Health and Human Services Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Director

If to UMSL Addiction Science Team:

University of Missouri-St. Louis
Office of Research and Economic & Community Development
1 University Blvd., 341 Woods Hall
St. Louis, MO 63121
Attn: Melissa Laurenti

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

_____
De'Carlton Seewood, City Manager

Attest:

Date

Sheela Amin, City Clerk

Approved as to form:

Date

Nancy Thompson, City Counselor/rw

Date

Christopher D. Spilling, Vice Chancellor for Research
and Economic & Community Development

Date

Please contact Liz Connors at liz.connors@mimh.edu if you have any questions related to this agreement of the UMSL Addiction Science Team