

**AGREEMENT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY, THROUGH DIVISION II OF THE DAVIDSON COUNTY
GENERAL SESSIONS COURT, AND
THE MENTAL HEALTH COOPERATIVE**

This Agreement is entered into by and between the Mental Health Cooperative (MHC) and the Metropolitan Government of Nashville and Davidson County, through the Davidson County General Sessions Court Division II (GSDII), and shall be effective as of the date the Agreement is executed by the parties and approved by the Metropolitan Council.

WHEREAS, the parties desire to ensure the provision and implementation of a Competency Restoration Specialty Docket, the parties hereby agree as set forth below:

A. MHC agrees to the following:

Following the recommendation of the Task Force on Competency and Wellbeing, the MHC will:

- i. Establish one program manager position, including compensation and benefits, to oversee system performance and case management portfolio in routing individuals out of the jail to treatment and/or services for stabilization, to be assigned to GSDII and under the supervision of MHC.
- ii. Establish one caseworker position, including compensation and benefits, to provide brief solution focused counseling and care coordination services of individuals who have been diverted to the Competency Restoration Docket, to be assigned to GSDII and under the supervision of MHC.
- iii. The program manager and caseworker shall be employees of MHC and shall not be employees of the Metropolitan Government.
- iv. Provide funding for computer equipment required to perform assigned duties.
- v. The program manager's and caseworker's wages and benefits will be paid from the \$225,000 in funds designated by the Metropolitan Council for these salaries.

B. General Sessions Court Division II will:

- i. Provide two (2) mobile phones to MHC funded employees assigned to GSDII.
- ii. Provide technical support for MHC funded employees assigned to GSDII.
- iii. Provide sufficient office space for daily supervision of program participants, meeting space, and other tasks required to perform assigned duties.
- iv. Provide adequate use of courtroom and other facilities required to perform assigned duties.

Both parties agree to the following:

1. As recommended by the Task Force on Competency and Wellbeing, the Metropolitan Council has designated \$225,000 for payment of wages and benefits for a Program Manager and Caseworker position in Fiscal Year 2023. GSDII will retain these funds until MHC submits a monthly invoice to GSDII for services rendered under this contract. GSDII will provide payment to MHC within thirty days of receipt of the invoice.
2. This agreement shall commence upon execution by the involved parties and approval by the Metropolitan Council. This agreement shall expire on June 30, 2023. This agreement may be renewed for additional one-year periods by written agreement of the parties prior to the beginning of the next fiscal year. The maximum length of this agreement is 60 months.
3. MHC or GSDII may terminate this contract at any time upon sixty (60) days written notice to the other party. Should MHC fail to fulfill in a timely and proper manner its obligations under this contract, or if it should violate any of the terms of this contract, GSDII shall immediately notify MHC of violation and give up to 30 days for MHC to resolve the issue. If the issue is not resolved to the satisfaction of GSDII, then GSDII shall have the right to immediately terminate the contract. Such termination shall not relieve MHC of any liability to the Metropolitan Government for damages sustained by virtue of any breach by MHC.
4. This Agreement shall not be assigned by either party in any manner or by operation of law. Any such assignment is deemed null and void.
5. Either party may contact the other at any time to review this Agreement and make modifications as needed. Any modifications to this Agreement must be included in an instrument in writing signed by a duly authorized representative of each of the parties, effective as of the date stipulated therein.
6. Each party to this Agreement will be and remain legally and financially responsible for its own acts and omissions, and the resulting damages, expenses, liabilities, and costs, and for those of its affiliates, employees, and agents, related to this Agreement. The Metropolitan Government is self-insured. Throughout the term of this Agreement, MHC will, at its own expense, continuously maintain in full force and effect comprehensive general liability insurance and errors and omissions coverage for injuries or damages arising out of or in connection with the performance of this Agreement in the amount not less than \$1 million occurrence/\$2M aggregate and will provide a copy of its certificate of insurance at Metro's request.
7. This contract shall be governed by the laws of the State of Tennessee. Any lawsuit concerning this contract shall be maintained in a court located in Davidson County, Tennessee. This Agreement constitutes the entire agreement

of the parties on the subject matter of this Agreement and supersedes any previous communication or agreements between parties.

8. The parties agree to comply with any applicable federal, state, and local laws and regulations. The parties agree that all aspects of any releases of information will comply with applicable federal and State regulations, including HIPAA, regarding individual participant privacy and confidentiality as such laws are applicable to each party. Records will be completed promptly and filed. All records will be retained in a protected, safe and secure manner. Access to identifying information in these records will only be as necessary for the purpose of performing responsibilities under this contract and by personnel interacting directly with the individual participant, and the proper management and administration of each party to the extent permitted by applicable law and as otherwise required by applicable law. Appropriate disclosure contained in the records will be consistent with the confidentiality rights of all parties involved. This includes the sharing of “need to know” information, which may contain but is not limited to diagnoses, testing results, social and behavioral functioning information, and familial information.
9. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Neither party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
10. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
11. MHC shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, gender, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
12. Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

The above-mentioned responsibilities and assurances have been agreed upon by all parties involved.

Amanda Bracht 8/16/22

Amanda Bracht, LCSW
Senior VP, Community Development
Mental Health Cooperative

Kyle Sowell

Kyle Sowell
Administrator
General Sessions Court
Nashville-Davidson County

8-18-22

Date

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly flannery

Director
Department of Finance

TK

Date

APPROVED AS TO INSURANCE
REQUIREMENTS:

Balogun Cobb

Director of Insurance
Metropolitan Government

8/22/2022

Date

APPROVED AS TO FORM AND LEGALITY:

Phylinda Ramsey

Assistant Metropolitan Attorney

8/22/2022

Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date