

## **Memorandum of Understanding**

**Mental Health Cooperative  
275 Cumberland Bend Drive  
Nashville, TN 37228**

### **Metro Nashville Police Department**

The purpose of this collaborative agreement (the "Agreement") is to outline the coordination of behavioral health services between the Mental Health Cooperative and the Metropolitan Nashville Police Department. The Mental Health Cooperative ("MHC") exists to engage, enlighten, and empower individuals and families with behavioral health issues to live healthier lives by providing integrated care. The Metropolitan Nashville Police Department ("MNPDP") provides community-based police products to the public so they can experience a safe and peaceful Nashville. Through the development of a co-response model, the MHC and MNPDP seek to develop a solution-focused, and trauma informed, outcome where MHC personnel will support the MNPDP by responding to mental illness crisis calls for service. A Co-Response Crisis Intervention Team (CIT) program is an innovative, community-based approach to improve the outcomes of police encounters with individuals experiencing a mental health crisis. To further the goals of the CIT, the MHC and the MNPDP enter this Agreement, subject to the following terms:

#### **A. Program Design**

- a. Reinforce, foster, and create effective, collaborative partnerships between police and other first responders, mental health practitioners, and community stakeholders in order to direct consumers to appropriate alternative resources, reduce hospitalizations, reduce incarceration, improve system response, and create effective crisis intervention and solutions in order to reduce the need for repeated interventions;
- b. Provide crisis intervention training and education for officers to improve officer understanding of mental health issues and methods for de-escalating encounters with those in crisis;
- c. Provide short term case-management and pro-active follow-up care to reinforce appropriate interventions and to ensure engagement, address gaps and barriers to treatment, and help persons stabilize behaviors and address needs;
- d. Reduce number of persons with mental health issues in the jail system;
- e. Improve information sharing, as appropriate, across systems and service providers through formalized communications and processes;
- f. Reduce overall costs relating to persons with mental or behavioral health concerns, including the use of emergency services.

#### **B. MHC agrees to the following:**

- a. Provide crisis counselors to respond alongside MNPD officers to calls for service which may involve citizens in crisis.
- b. Accept mobile crisis referrals of adults, children, and adolescents when consistent and appropriate with agency criteria using agreed upon referral process.
- c. Provide consultation to MNPD officers when they call mobile crisis.
- d. Provide crisis assessments when clinically appropriate.
- e. When no co-response team is on duty, provide a crisis counselor to a specified location, upon request and as resources may allow. A crisis team member will coordinate with MNPD in determining response.
- f. Attend and participate in multidisciplinary meetings, as necessary, for the purposes of collaboration and evaluation of crisis intervention processes.
- g. Provide mental health training to MNPD officers. Training to include but not limited to new recruit training, in-service training, Crisis Intervention Team Curriculum, or other specific training as may be requested or required.
- h. Provide a point person within MHC's Mobile Crisis Response Team (MCRT) Leadership as Law Enforcement Liaison dedicated to addressing any issues that may arise and provide primary point of contact regarding training needs.
- i. Provide and review any relevant data regarding police initiated referrals to MHC MCRT.

C. Metro Nashville Police Department agrees to the following:

- a. Provide opportunity for training on major topics including not limited to-recognizing signs and symptoms of mental illness, suicide risk, verbal de-escalation techniques, behavioral health referral sources, and involuntary commitment criteria for MNPD officers.
- b. Provide training to MCRT members who will participate in the Co-Response Crisis Intervention Team regarding police procedure, safely responding to calls for service, and other relevant curriculum as determined by the MNPD Training Academy.
- c. When MNPD officers are dispatched to, or otherwise encounter, an individual who, based on their training and expertise, may be experiencing a mental health crisis, MNPD officers will contact the CIT. If the CIT is unavailable, officers will contact the Mental Health Cooperative Mobile Crisis Response Team by telephone, provide MHC MCRT with any other necessary information, and abide by the Mobile Crisis Response Team's request to transport the individual to a hospital, take him/her to the Mental Health Cooperative's

Crisis Treatment Center (CTC), or take other actions, within MNPB's scope of legal authority, as directed by the MCRT.

- d. If a determination is made that an individual is experiencing a mental health crisis and that the individual poses an immediate "substantial likelihood of serious harm," the officer(s) shall take that person into custody per T.C.A. § 33-6-402. Thereafter, the officer will contact MHC MCRT for consult and determination where an evaluation by a mental health professional can occur in accordance with T.C.A. § 33-6-404.
- e. If an individual is transported to the Mental Health Cooperative by MNPB or needs to be assessed by MCRT on scene, the officer shall remain with the individual and provide information and assistance until released by the MHC Mobile Crisis Response Team.
- f. If the individual has outstanding criminal warrants and requires a mental health evaluation, the officer shall, if possible, refrain from serving the warrants and notify his/her supervisor, consistent with department policy.
- g. Attend and participate in multi-disciplinary meetings, as necessary, for purposes of collaboration and evaluation of crisis intervention processes.
- h. Provide a point person within MNPB leadership who is dedicated to addressing any issues that may arise.
- i. Provide and review any relevant data regarding police-initiated referrals to MHC MCRT and calls for service handled by the CIT.

Both parties agree to the following assurances:

1. Confidentiality

All aspects of services and/or releases of information shall comply with applicable federal and State regulations, including HIPAA, regarding consumers' privacy and confidentiality as such laws are applicable to each party. Records shall be completed promptly and filed. All records shall be retained in a protected, safe and secure manner. Access to identifying information in these records shall only be as necessary for the purpose of performing responsibilities under this Agreement by personnel interacting directly with the consumer, and 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 shall be consistent with 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.


2. Term and Termination

This agreement shall commence upon approval by the parties and the Metropolitan Council. Either party may terminate agreement without cause by providing at least 30 days prior written notice.

3. 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.
4. 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.
5. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. For tort liability purposes, no participating party shall be considered the agent of the other participating party. Each party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this Agreement be interpreted to create a partnership or agency relationship between the parties
6. This Agreement shall be construed in accordance with, and interpreted and governed by, the laws of the State of Tennessee, without regard to any other state's conflicts of law provisions. This Agreement, and the attached documents (if any), constitutes the entire agreement of the parties on the subject matter of this Agreement and supersedes any previous communication or agreements between parties.

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

  
Amanda Bracht, LCSW      Date 6/23/2001  
Senior VP, Clinical Services  
Mental Health Cooperative

  
John C. Drake      Date  
Chief of Police  
Metropolitan Nashville Police Dept.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

*Kevin Crumbo / nyc*  
Kevin Crumbo, Director  
Department of Finance

*TK*

*July 7, 2021*  
Date

APPROVED AS TO INSURANCE  
REQUIREMENTS:

*Balogun Cobb*  
Director of Insurance  
Metropolitan Government

July 1, 2021  
Date

APPROVED AS TO FORM AND LEGALITY:

*Phylinda Ramsey*  
Assistant Metropolitan Attorney

July 1, 2021  
Date

FILED IN THE OFFICE OF THE  
METROPOLITAN CLERK:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date