

Amendment to contract between the Metropolitan Government of Nashville and Davidson County and the Mental Health Cooperative Clinical Personnel, Contract pursuant to BL2022-1120

**AMENDMENT TO CONTRACT BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
Mental Health Cooperative Clinical Personnel**

This Contract Amendment is entered into pursuant Resolution RS2022-1313 and BL 2022-1120, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), by and through The Metropolitan Nashville Police Department, and the Mental Health Cooperative Clinical Personnel ("Recipient").

It is mutually agreed by and between Metro and Recipient, that BL2022-1120 is hereby amended as follows:

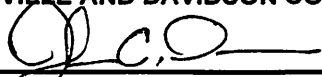
- I. Section B.1 of the Contract is deleted in its entirety and replaced with the following:
 - 1. As designated in RS2022-1313, the Metropolitan Council has designated \$350,000 in American Rescue Plan Act funds towards the implementation of this mental health training program. In fiscal year 2022, the Metropolitan Council has designated \$50,000 for payment of wages for a certified training instructor provided by MHC. In fiscal years 2023, 2024, 2025, 2026, and 2027, the Metropolitan Council has designated a total of \$300,000, to be spent across all five fiscal years, for the wages for a certified training instructor provided by MHC. MNPD will retain these funds until MHC submits a monthly invoice to MNPD for services rendered under this contract. Upon receipt of an invoice for services rendered, MNPD will provide payment to MHC within thirty days.

- II. **Effective Date.** This Contract Amendment shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. The revisions set forth herein shall become effective once the Contract Amendment has been so signed and filed. All other terms and conditions of the Contract not expressly amended herein shall remain in full force and effect.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

Amendment to contract between the Metropolitan Government of Nashville and Davidson County and the Mental Health Cooperative Clinical Personnel, Contract pursuant to BL2022-1120

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

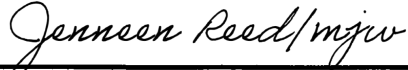


Chief John Drake
Metropolitan Nashville Police Department

RECIPIENT: Mental Health Cooperative

Amanda Bracht, LCSW
Senior VP, Public Relations
Community Development, Judicial Services
Mental Health Cooperative

APPROVED AS TO AVAILABILITY OF FUNDS:



Director of Finance

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPLITAN CLERK:

Metropolitan Clerk



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2022-1313, Version: 1

A resolution appropriating \$350,000.00 in American Rescue Plan Act funds from Fund #30216 to the Metro Nashville Police Department to expand the Partners in Care pilot program and to create a Crisis Intervention Team (CIT) training program.

WHEREAS, on June 15, 2021, the Metropolitan Council passed Resolution RS2021-966, a resolution which accepted grant funds for local government support from the Coronavirus State and Local Fiscal Recovery Funds established by the American Rescue Plan Act of 2021 ("ARP Funds") from the U.S. Department of the Treasury to The Metropolitan Government of Nashville and Davidson County, which was subsequently signed into law by Mayor John Cooper on June 16, 2021; and,

WHEREAS, Resolution RS2021-966 established a COVID-19 Financial Oversight Committee ("the Committee") whose role is to collect, consider, and recommend appropriate uses of the ARP Funds as designated by the Metropolitan Council disbursement plan. The Committee will submit its reports and recommendations to the Mayor, the Director of Finance, and the Metropolitan Council not later than June 30, 2025; and,

WHEREAS, there are federal requirements for use of ARP Funds that require that these funds be expended or obligated on or before December 31, 2024; and,

WHEREAS, the Committee recognizes that MNPDP officers regularly respond to mental health emergencies and that the development and expansion of MNPDP crisis intervention teams ("CITs") using clinicians and officers trained in mental health emergencies is a critical priority for the city; and,

WHEREAS, the Committee recognizes that the negative financial effects of the COVID-19 pandemic have emphasized the need to expand the number of police precincts using the Partners in Care pilot program over the next several years and that doing so will require additional mental health, crisis-related trainings for police officers; and,

WHEREAS, to accomplish this goal, MNPDP has developed a mental health training program to be funded over the next four years, which is further described in Exhibit A; and,

WHEREAS, MNPDP represents that the use of ARP Funds represents the best and most appropriate use of funds for MNPDP; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this resolution be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Council accepts this resolution as a recommendation of the COVID-19 Financial Oversight Committee.

Section 2. That \$350,000.00 from the Covid-19 American Rescue Plan Fund #30216 is hereby appropriated to the Metropolitan Nashville Police Department to be used in described in Exhibit A.

Section 3. This resolution shall take effect from and after its final passage, the welfare of the public

requiring it.

Analysis

This resolution appropriates \$350,000 in American Rescue Plan Act funds to expand the Partners in Care pilot program and to create a Crisis Intervention Team (CIT) training program.

The Council approved the funding of the Partners in Care pilot program on September 7, 2021 through Resolution No. RS2021-1122.

The COVID-19 Financial Oversight Committee recommends appropriating the funds to fund CIT training for three years, beginning in January 2022. The anticipated costs for an instructor is based on an annualized salary of \$100,000, for a total of \$350,000 through Fiscal Year 2025. This will allow MNPD to train up to 24 officers a month. Fire-EMS staff will also be invited to attend trainings.

Fiscal Note: This appropriation, along with the appropriations per Resolution No. RS2022-1307, Resolution No. RS2022-1310, and Resolution No. RS2022-1311 would be the 15th, 16th, 17th, and 18th resolutions appropriating from the American Recovery Plan Act (ARP) Fund for a cumulative total of \$75,764,250. The total grant award is \$259,810,600 and the first half of this amount was received in July 2021.

Exhibit A

Crisis Intervention Team (CIT) Training for MNPd, January – June 2022

Preparation for FY23 Expansion of Partners in Care Pilot

Request \$350K for 3 years

Challenge

Currently, the Partners in Care pilot runs in two precincts, North and Hermitage. Partners in Care collocates six (6) clinicians in police cars with officers to respond to mental health crisis during the first and second details of the day, Monday through Friday. Anticipated expansion of the pilot in FY23 will likely include up to three additional precincts, and further expansion is contemplated in FY24 and FY25. In preparation for any expansion, MNPd will begin training new officers in January on Crisis Intervention Teams, a national standard for addressing mental health crisis and developing de-escalation skills. MNPd also has to prepare for any staffing changes that can occur during the bid process, which will make new staffing effective March 1.

Solution

Fund CIT training for 3 years, starting in January 2022. CIT training has to be presented by a certified instructor. The anticipated cost for an instructor is based on annualized salary of \$100,000. Estimated total cost will be \$350,000 for three years. This will allow MNPd to train up to 24 officers a month. Fire-EMS staff will be invited to attend trainings.

FY22: \$50K

FY23: \$100K

FY24: \$100K

FY25: \$100K

Training will be accomplished through a contract amendment with Mental Health Co-Op, and thereafter incorporated in the annual contract scope until or if MNPd decides to bring the capability in-house. (FY25 funds would be obligated by 6/30/2024)

Training on Crisis Intervention Teams, which addresses both de-escalation techniques and mental health/addiction symptomology, can contribute towards MNPd's new orientation under Chief Drake and the strategic plan, as well as build towards a unified Metro approach to any emerging addiction related response.

Ordinance No. BL2022-1120

An ordinance approving a contract between the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, and the Mental Health Cooperative to ensure the provision, integration, and implementation of mental health training for Metro Police Department Personnel by Mental Health Cooperative Clinical Personnel.

WHEREAS, the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, wishes to contract with the Mental Health Cooperative to ensure the provision, integration, and implementation of mental health training for Metro Police Department Personnel by Mental Health Cooperative Clinical Personnel; and,

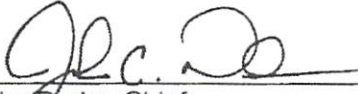
WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this contract be approved.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the contract by and between the Mental Health Cooperative and the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, to ensure the provision, integration, and implementation of mental health training for Metro Police Department Personnel by Mental Health Cooperative Clinical Personnel, a copy of which is attached hereto and incorporated herein, is hereby approved.


Section 2. That this ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.


RECOMMENDED BY:



John Drake, Chief
Metropolitan Nashville Police Department

INTRODUCED BY:



Erin Evans


Burkley Allen

APPROVED AS TO AVAILABILITY OF FUNDS:



Kelly Flannery, Director
Director of Finance

Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

**Contract for Training Personnel
Between Metro Nashville Police Department
And the Mental Health Cooperative**

The purpose of this agreement (the "Agreement") is to ensure the provision, integration, and implementation of mental health training for Metro Police Department Personnel by Mental Health Cooperative Clinical Personnel.

Mental Health Cooperative ("MHC") and Metro Nashville Police Department ("MNPD") enter into this Agreement and agree to the following terms:

A. MHC agrees to the following:

- a. Attend and participate in multidisciplinary meetings, as necessary, for the purposes of collaboration and evaluation of training program format and effectiveness.
- b. Provide mental health training of MNPD officers by a qualified instructor. Training will include, but not be limited to, Crisis Intervention Team Curriculum training, recruit training, in-service training, and reality-based training.
- c. Provide a point person within MHC Mobile Crisis Response Team Leadership as a Law Enforcement Liaison dedicated to addressing any issues that may arise related to this agreement and serving as the primary point of contact regarding training needs.
- d. Provide and review any relevant data regarding number of MNPD personnel trained each month.

B. Metro Nashville Police Department agrees to the following:

- a. Provide training opportunities to MNPD personnel on major topics including, but not limited to, recognizing signs and symptoms of mental illness, suicide risk, verbal de-escalation techniques, behavioral health referral sources, and involuntary commitment criteria.
- b. Provide sufficient space for training events to occur.
- c. Attend and participate in multi-disciplinary meetings, as necessary, for purposes of collaboration and evaluation of training effectiveness.
- d. Provide a point person within MNPD leadership who is dedicated to addressing any issues that may arise related to this agreement.

- e. Provide and review any relevant data regarding number of MNPd police personnel who have received training.

Both parties agree to the following assurances:

1. As designated in RS2022-1313, the Metropolitan Council has designated \$350,000 in American Rescue Plan Act funds towards the implementation of this mental health training program. In fiscal year 2022, the Metropolitan Council has designated \$50,000 for payment of wages for a certified training instructor provided by MHC. In fiscal years 2023, 2024, and 2025, the Metropolitan Council has designated \$100,000 each year for the wages for a certified training instructor provided by MHC. MNPd will retain these funds until MHC submits a monthly invoice to MNPd for services rendered under this contract. Upon receipt of an invoice for services rendered, MNPd will provide payment to MHC within thirty days.
2. This agreement shall commence upon approval by the Metropolitan Council.
3. MNPd or MHC may terminate this contract at any time upon fourteen (14) 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, MNPd shall have the right to immediately terminate the contract. MNPd shall also have the right to immediately terminate this contract if MHC, or any person or entity being provided with services pursuant to this contract, engages in any illegal activity. Such termination shall not relieve MHC of any liability to MNPd or 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, 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.
8. Each party to this agreement understands that any training materials produced because of this agreement and any training are public record and are subject to disclosure. Further, MHC understands that any personnel assigned to train MNPB personnel may be called upon to testify related to that training without additional compensation from MNPB.
9. The parties agree to comply with any applicable federal, state, and local laws and regulations.
10. 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.
11. 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.
12. Contractor 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.
13. 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 2/9/2002

Amanda Bracht, LCSW Date
Senior VP, Public Relations,
Community Development, Judicial Services
Mental Health Cooperative

J.C. Drake 2-9-22

John 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:

Kelly Flannery/mjw 2/11/2022
Director Date
Department of Finance

APPROVED AS TO INSURANCE
REQUIREMENTS:

Balogun Cobb 02/10/2022
Director of Insurance Date
Metropolitan Government

APPROVED AS TO FORM AND LEGALITY:

Phylinda Ramsey 02/10/2022
Assistant Metropolitan Attorney Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Austin Kyle MAR 16 2022
Metropolitan Clerk Date