

**WASHINGTON COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION NO. 24-08-18**

***RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING  
BETWEEN FRONTIER HEALTH AND WASHINGTON COUNTY,  
TENNESSEE AND AMENDING FISCAL YEAR BUDGET 2024-2025***

WHEREAS, the Washington County Sheriff's Office requests approval and authorization of a Memorandum of Understanding between Frontier Health and Washington County, attached hereto as Exhibit A, for the purpose of establishing uniform operations and protocol for crisis response to community members experiencing behavioral health, mental health, or substance abuse problems; and

WHEREAS, the Sheriff's Office requests the following amendments to Fiscal Year Budget 2024-2025 to provide funding for pre-arrest diversion program managed by Frontier Health and funded with Opioid Funds:

1. Increase \$186,000.00 to revenue line item 101-49800-235 (Transfers In);
2. Increase \$186,000.00 to expense line item 101-54110-312-235 (Sheriff's Department- Contracts with Private Agencies);
3. Increase \$186,000.00 to expense line item 128-55170-590 (Alcohol and Drug Programs- Transfers to Other Funds);
4. Decrease \$186,000.00 from equity line item 128-39000 (Fund Balance); and

WHEREAS, the HEW Committee at its August 1, 2024 meeting recommended consideration and approval of the program and associated request for use of Opioid Abatement Funds; and

WHEREAS, the Public Safety Committee at its August 1, 2024 meeting recommended consideration and approval of the request to approve the program MOU; and

WHEREAS, the Budget Committee at its August 6, 2024 meeting recommended consideration and approval of this request to the Board of County Commissioners; now therefore

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, TENNESSEE THAT:

SECTION 1. The terms of the attached Memorandum of Understanding (Exhibit A) are hereby approved and accepted.

SECTION 2: Fiscal Year Budget 2024-2025 is amended to:

1. Increase \$186,000.00 to revenue line item 101-49800-235 (Transfers In).
2. Increase \$186,000.00 to expense line item 101-54110-312-235 (Sheriff's Department- Contracts with Private Agencies).
3. Increase \$186,000.00 to expense line item 128-55170-590 (Alcohol and Drug Programs- Transfers to Other Funds).
4. Decrease \$186,000.00 from equity line item 128-39000 (Fund Balance).

SECTION 3. The Washington County Mayor is hereby authorized to execute the Memorandum of Understanding and any related documents necessary to effectuate the intent of this Resolution, subject to the review of the County Attorney.

SECTION 4. This Resolution shall take effect from and after the date on which it is approved by the County Mayor or as indicated by certification of the County Clerk, as hereinafter set forth.

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**Introduced by Commissioner:** *Wheeler*

**Seconded by Commissioner:** *Jones*

**Commissioners Voting FOR:** *Tucker, Johnson, Fitzgerald, Edens, Davenport, Matherly, England, Malone, Tomita, Jones, Wexler, Huffine, Wheeler, Carder*

**Commissioners Voting AGAINST:** *None*

**Commissioners Abstaining:** *None*

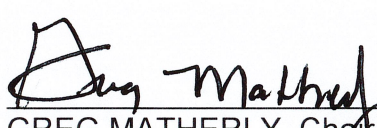
**Commissioners Absent:** *None*

**Vacancy:** District 9

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ADOPTED BY THE COUNTY LEGISLATIVE BODY, in session duly assembled, on this the 26<sup>th</sup> day of August, 2024.

  
\_\_\_\_\_  
CHERYL STOREY, County Clerk

  
\_\_\_\_\_  
GREG MATHERLY, Chair of the Board

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REFERRED to County Mayor this the 28 day of August 2024.

  
\_\_\_\_\_  
CHERYL STOREY, County Clerk

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APPROVED by County Mayor on this the 3 day of Sept 2024.

  
\_\_\_\_\_  
WILLIAM J. GRANDY, County Mayor

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The County Mayor having declined to approve this Resolution, the same became effective on the \_\_\_ day of \_\_\_\_\_ 2024, pursuant to Tennessee Code Annotated § 5-6-107(b)(5).

\_\_\_\_\_  
CHERYL STOREY, County Clerk

Approved as to form by the County Attorney this 27<sup>th</sup> day of August 2024.

*Allyson L. Wilkinson*  
ALLYSON L. WILKINSON, County Attorney

*(August)*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WASHINGTON COUNTY  
AND FRONTIER HEALTH**

**Behavioral Health Co-Response Program Protocol**

**PARTIES**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Frontier Health, a Tennessee Nonprofit Corporation whose principal address is 1167 Spratlin Park Dr, Gray Tennessee, and Washington County, Tennessee.

**TERM OF AGREEMENT**

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect until termination upon the request of any Party hereto. This MOU may be terminated, without cause, by either party upon 90 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

**PURPOSE**

The purpose of this protocol is to establish uniform operations for response by all involved Parties to a crisis, managed pursuant to the Agreement.

Through this collaboration, the Washington County Sheriff’s Office and Frontier Health will strive to serve individuals in a way that encourages safety, self-determination and healing, reducing trauma and/or use of force. The Co-Response team will strive to respond, when appropriate, with therapeutic and empowering responses to community members experiencing behavioral health, mental health, or substance use problems. Emphasis will be placed on efforts to maintain community safety, deescalate crisis situations, provide alternatives to use of force, and enable citizens to access supports and services outside of the criminal justice system.

Mobile Crisis services and Co-Response Teams will be dispatched in accordance with the triage protocol as described below.

**1. DISPATCHING OF TEAMS**

Dispatch of Co-Responder Team

- 1.1. Dispatching of the Co-Response Team will be accomplished through the utilization of the Washington County Sheriff’s Office on duty patrol supervision.

- 1.2. WCSO patrol supervision will contact the Co-Response Teams per department protocol. The Sheriff's Office supervision will serve as the primary point of contact for dispatching of Co-Response Teams within their jurisdiction.
- 1.3. The Co-Response Team will respond to requests from field units or an incident commander on scene when assistance is needed in handling a person experiencing a behavioral health crisis if a Co-Response Team is available. In some situations where the Co-Response Team is requested, services provided may include (i) minimal intervention with individuals experiencing the behavioral health crisis (Consumers) until the scene is safe and de-escalated. (ii) consultation with law enforcement providing on-scene interventions, or (iii) provision of known history of the individual to ensure safety and a treatment-before-tragedy approach for all involved.
  - 1.3.1. At any point, should a Mobile Crisis Team or Co-Response Team encounter the need for law enforcement support while in the field, they should do so by directly contacting WCSO supervision for assistance to be dispatched. Calls for assistance can be by phone or radio.
  - 1.3.2. Whenever possible a crisis intervention team (CIT)-Trained Officer will be assigned as part of the law enforcement support response.
  - 1.3.3. The Co-Response Clinician will complete any paperwork necessary for Co-Response Program Data Collection purposes. Any additional reporting/documentation by officers serving in a law enforcement capacity will follow their respective department protocols as well as any Co-Response Program data collection requirements as required by the state.

## **2. WASHINGTON COUNTY SHERIFFS OFFICE/ LAW ENFORCEMENT**

- 2.1. Washington County Sheriff's Office will provide law enforcement officers for the Co-Response team, preferably a CIT-Trained Officer.
- 2.2. If a Consumer in crisis agrees to a voluntary assessment, the Law Enforcement (LE) Officer, in consultation with the Frontier Health clinical staff, may provide transport to Turning Point walk-in center or hospital, as appropriate to the situation.
- 2.3. The LE Officer may provide transportation for the Frontier Health clinical staff to and from the location to which the Co-Response Team is dispatched for response to a mental health crisis event, or the Frontier Health clinical staff may transport themselves to an agreed upon meeting place to respond with the LE Officer.
- 2.4. Safety
  - 2.4.1. In accordance with established law enforcement standards and procedures, the law enforcement support officers will make best efforts to provide a safe environment for person(s) involved in a response pursuant to this Agreement. The law enforcement support officers in consultation with the Frontier Health Clinical staff will serve as the lead in:

- Reviewing of the on-site location for potential hazards,
- Consumer negotiations,
- Assist with on-site safety, and
- Establishment of and sharing the safety plan for Frontier Health personnel.

2.4.2. If either the Co-Response Team or law enforcement support determines that the incident is an incident that poses a grave danger to personal safety, law enforcement will secure the site before initiation of services by the Co-Response Team. In the event that this would occur, the responding law enforcement officer(s) may respond separately from any clinician on the team due to the active safety threat at the scene.

### 2.5. Arrests and Criminal Charges

2.5.1. Law enforcement may consult with the Co-Response Team to determine whether circumstances warrant arrest and criminal charges in lieu of behavioral health services. The on duty law enforcement supervisor may also, through the appropriate chain of command, consult the District Attorney's Office for additional guidance if needed.

## **3. FRONTIER HEALTH/ CLINICAL STAFF**

- 3.1. Frontier Health will provide trained staff to be co-located at the Washington County Sheriff's Office at an annual cost of \$186,000 to be paid by Washington County further to terms set out in an addendum to this MOU.
- 3.2. Frontier Health Clinical team will work opposite shifts and co-respond with assigned officers on duty, as deemed appropriate by WCSO command staff. During times of low call volume, other collaborative duties related to behavioral health services within the Washington County Detention Center will be completed by Frontier Health Clinical Staff.
- 3.3. The designated Co-Response Team will collaborate to provide initial triage and establish the plan for the consumer in the moment. Frontier Health staff will work with families, friends and other natural supports to provide supportive resources to individuals in crisis.
- 3.4. Co-Response Program services to be provided by Frontier Health Clinical Staff will include assessment, crisis intervention, de-escalation, needs and resource identification, referral and support to citizens and families, as well as support and consultation with law enforcement.
- 3.5. Frontier Health will be responsible for providing oversight and analysis of the efforts to follow up with individualized services post-Co-Response contact to help provide program quality improvement.

3.6 Frontier Health will assist to collect and record data to demonstrate short- and long-term impact of these co-responder services.

3.7. Safety

3.7.1. Frontier Health Clinical Staff will follow directions given by the LE Officer and law enforcement support officers in any matter related to safety and securing the site including, but not limited to:

- Wearing protective gear,
- Vacating the site,
- Ceasing Consumer interaction,
- Following all instructions by LE Officer and Law Enforcement Support officers, and
- Discontinuation of Co-Response Program incident response.

3.7.2. While in active Co-Response Program incident response, all participating Frontier Health staff and the Co-Response Officer shall wear any and all protective gear required by the law enforcement.

3.7.3. While communication and planning will help avoid conflict, any disagreement about clinical course of action, safety or transportation concerns, the Washington County Sheriff's Office will be the final decision maker at the scene.

3.8. Arrests and Criminal Charges

The Frontier Health Clinical Staff will defer to the LE Officer and law enforcement support officers when it is determined that criminal charges are necessary in lieu of behavioral health services and shall not interfere with any criminal investigation at the scene.

#### **4. CONFIDENTIALITY AND SHARING OF INFORMATION**

4.1. All personnel assigned to the Co-Response Program shall be responsible to comply with the law pertaining to confidentiality of information related to a Consumer's mental health history and other medical records and shall comply with all Health Insurance Portability and Accountability Act (HIPAA) laws, rules and regulations in both areas of privacy and security of protected health information.

4.2. The mental health history of a Consumer is accessed only by Frontier Health clinical staff and is made available to law enforcement only as needed during critical incidents.

4.3. Frontier Health clinical staff may disclose information or any other protected mental health information to other specialized units with designated law enforcement partners identified herein in the following circumstances:

- 4.3.1. In response to a court order, warrant, court subpoena, summons or process issued by a court.
- 4.3.2. If Frontier Health clinical staff believes that the Consumer presents a serious or present or imminent danger of violence to self or another person.
- 4.4. Frontier Health clinical staff will not disclose or disseminate any criminal justice information to unauthorized individuals to include, but not limited to:
  - 4.4.1. Tennessee Criminal Information Network (TCIN), National Crime Information Center (NCIC) or Report Management System (RMS) information they come in contact with, as a result of their duties.
  - 4.4.2. Information in reference to active investigations, or investigative techniques they may learn as a result of their duty assigned to the Co-Response Program.

## **5. TRAINING**

- 5.1. Training of Co-Response Program personnel shall be aligned with requirements of both Frontier Health and the Washington County Sheriff's Office.
- 5.2. Preferably, as the opportunity for training becomes available, the Co-Response Officers will receive forty (40) hour basic Crisis Intervention Team (CIT), Advanced Co-Response Program Training and any additional training identified for law enforcement officers.
- 5.3. Frontier Health clinical staff will complete Tennessee Department of Mental Health and Substance Abuse (TDMHSAS) required mobile crisis trainings, with licensed and license-eligible staff also completing TDMHSAS Mandatory Pre-Admission Screening (MPA) Certified training and certification.
- 5.4. Washington County Sheriff's Office will provide the recommended law enforcement operations training they deem necessary for the Frontier Health clinical co-response staff.
- 5.5. Basic information regarding Mobile Crisis Teams, will be provided to all law enforcement partners through scheduled trainings and roll calls to ensure all officers have a basic comprehension of responses and operations.

## **6. GENERAL PROVISIONS**

### Insurance

#### **6.1. COVERAGE**

Frontier Health shall obtain and maintain the following insurances or self-insurances will be obtained and maintained by each Party and its agents, officers, employees, and subcontractors providing services hereunder:

Professional Liability insurance in the amount of One Million Dollars (\$1,000,000.00) on a per occurrence basis with Two Million Dollars (\$2,000,000.00) aggregate.

Washington County, Tennessee is a political subdivision of the State of Tennessee, is self-insured and does not carry Professional Liability Insurance. Frontier Health recognizes that any and all claims arising out of this MOU against Washington County, Tennessee may be subject to the Tennessee Governmental Tort Liability Act.

6.2. LIABILITY

Neither party shall be responsible for the personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the Party is legally responsible. Each Party shall be responsible for any compensation or benefits owed or accruing to its officers, employees, agents or representatives, including but not limited to Workers Compensation

The Parties are independent entities and this MOU shall in no way be interpreted as creating an agency or employment relationship between the Parties. The Parties acknowledge that nothing in this agreement shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the other and that the employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever.

6.3. COMMUNICATIONS & CONTACT INFORMATION

All instructions, notices, consents, demands, or other communications required or contemplated by this MOU shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by electronic mail, preferably with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate address.

Washington County, Tennessee

William J. Grandy, County Mayor with copy to Keith Sexton, Sheriff

100 E. Main Street

112 W. Jackson Boulevard

Jonesborough, Tennessee 37659

Jonesborough, Tennessee 37659

Frontier Health,

Kristie Hammonds,  
1167 Spratlin Park Drive  
Gray, Tennessee 37615

6.4 NO WAIVER OF IMMUNITY

No Party waives or relinquishes any immunity or defense on behalf of itself, trustees, officers, employees (paid or volunteer), or agents as a result of the execution of this Agreement or as a result of the performance of the functions or obligations described herein.

This MOU is complete and contains the entire understanding between the Parties relating to the "Behavioral Health Co-Response Program Protocol". This MOU supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties relating hereto, whether written or oral.

In witness whereof, the Parties, through their authorized representatives, have affixed their signatures below.

Frontier Health, by:

Washington County, Tennessee, by:

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\_\_\_\_\_

Name:

Name: William J. Grandy

Title:

Title: County Mayor

\_\_\_\_\_

Date:

Date: \_\_\_\_\_