



INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF TENNESSEE

Department of Correction

and

The Metropolitan Government of Nashville and Davidson County acting by and through the Metropolitan Board of Health

This Intergovernmental Agreement (Agreement) by and between the Tennessee Department of Correction (TDOC) and The Metropolitan Government of Nashville and Davidson County acting by and through the Metropolitan Board of Health, a municipal corporation of the State of Tennessee (Metro Health) is for the provision of health education services to offenders on probation or parole who participate in the TDOC Day Reporting/ Community Resource Center for Davidson County, as an alternative to sentencing.

Purpose:

The TDOC and Metro Health will work collaboratively to offer education classes on substance use/abuse, decisions and consequences, suicide prevention awareness, STD education, co-occurring disorders and wellness, positive parenting, healthy social support systems and ACE's resiliency training as it relates to rehabilitation and reentry services, for offenders participating in the TDOC Day Reporting Center, Davidson County

Upon the authorized signatures affixed hereunto, all parties mutually agree to the following:

A. TDOC agrees to:

1. Make appropriate referrals for services;
2. Provide the classroom space and furnishing necessary for **Metro Health** staff to effectively deliver educational classes/services. The specifics of such physical arrangements shall be as the parties or their designees further agree;
3. Respect the confidential nature of communications between participants and Metro Health, no information regarding client/advocacy communication shall be shared without informed, written, time-limited consent from the participant;
4. Facilitate follow-up and on-going contact between the participant and **Metro Health** without regard to the presence or status of a participant's progress;
5. Ensure **Metro Health** staff have security clearance to enter the facility for meetings, training sessions, or other program activities. Provide for logistical needs, such as privacy and confidential meeting space for counseling sessions and medical exams (if applicable); and
6. Communicate any questions or concerns to **Metro Public Health Department** representative indicated at the end of this memorandum.



B. Metro Health agrees to:

1. Be responsible for delivery of rehabilitation and reentry education classes/ services at the TDOC Day Reporting Center, inclusive of participant enrollment;
2. Track student progress and achievement, provide educational materials, teach staff, and supply audio-visual or other specialized equipment to be utilized for the delivery of program content. **Metro Health** shall provide all such services within this scope at its own expense;
3. Offer opportunities, support services, information and additional referral(s) for participants;
4. Share referral data, that may include enrollments, training being provided, and employment (if applicable). In addition, **Metro Health** will share aggregated information regarding referrals that are not selected and/ or eligible for services. **Metro Health** may terminate educational classes/services if the participant is using the services in a way that is not part of the rehabilitation process;
5. Ensure that all participant information and records of the identity, diagnosis, prognosis, or treatment of any referral are under the protection of federal law, and their confidentiality shall be maintained in compliance therewith;
6. Respond in person to the TDOC Day Reporting Center on the designated day/s and time/s agreed upon;
7. Provide information about follow-up services to participants, including referrals to appropriate entities for additional information;
8. **Metro Health** facilitators, if requested by TDOC, will participate in orientation training concerning offender interactions and facility security requirements;
9. **Metro Health** representatives providing services on site at the Day Reporting Center shall comply with the requirements, as applicable of TDOC Policy 115.01, "Standards For Volunteers And Coordination Of Community Involvement," receipt of which is acknowledged by execution of this Agreement on behalf of Metro Public Health Department;
10. Facilitate training and technical assistance as needed to TDOC Day Reporting Center staff on services provided and referral processes; and
11. Communicate any questions or concerns to the TDOC Day Reporting Center representative indicated at the end of this memorandum.



Department of
Correction

C. General Terms & Conditions

1. **TDOC and Metro Health** agree to perform their respective services in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws, rules, regulations and orders of federal, state and local governments, including order of any court of competent jurisdiction.
2. The parties agree this Agreement shall be effective upon execution and shall continue in full force and effect for a period of five (5) years unless terminated sooner as set forth in Section C.3, below.
3. **TDOC and Metro Health** shall have the right to terminate this Agreement at any time, with or without cause, upon no less than thirty (30) calendar days' written notice, without cause to the other party.
4. The parties recognize and agree it may be necessary or convenient for the parties to amend this Agreement as to provide for the orderly implementation of all undertakings described herein, and the parties agree to cooperate fully in connection with such amendment if and as necessary. However, no change shall be effective unless the same is reduced to writing and signed by the parties hereto.

AGENCY CONTACT INFORMATION

DAY REPORTING/ COMMUNITY RESOURCE CENTER
Andreka Driver, Davidson County Director
900 Gallatin Pike South
Madison, TN 37115
Phone: 615-445-9130
Andreka.L.Driver@tn.gov

METRO PUBLIC HEALTH DEPARTMENT
Nichelle Foster
2500 Charlotte Avenue
Nashville, TN 37209
Phone: 615-340-8603
Nichelle.Foster@nashville.gov

IN WITNESS WHEREOF,

TENNESSEE DEPARTMENT OF CORRECTION:



TONY C. PARKER, COMMISSIONER

3/19/18

DATE

(Signature page follows)



IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

William S. Paul
William S. Paul, M.D.
Director, Metro Public Health Department

4.12.2018
Date

Carol Etherington
Carol Etherington, MSN, RN, FAAN
Chair, Board of Health

4.12.18
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal
Talia Lomax-O'dneal
Director, Department of Finance

4-24-18
Date

APPROVED AS TO RISK AND INSURANCE:

R. CW
Director of Risk Management Services

4/26/18
Date

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Metropolitan Attorney

4.26.2018
Date

FILED:

Metropolitan Clerk

Date