

Memorandum of Understanding (MOU)

Between:

Volunteer Behavioral Health (VBH)
1504 Williams Drive
Murfreesboro, TN 37129

And:

Mt Juliet Police Department (MJPD)
1019 Charlie Daniels Pkwy
Mt. Juliet, TN 37122

Provision of an Unmarked Take-Home Vehicle for the Volunteer Behavioral Health Co-Responder Embedded with Mt Juliet Police Department

This Memorandum of Understanding (MOU) is entered into on [Date], by and between Volunteer Behavioral Health (VBH) and the Mt Juliet Police Department (MJPD), collectively referred to as the "Parties."

Background:

VBH provides behavioral health services to individuals in the Mt. Juliet community through its co-responder program. As part of this program, a VBH co-responder employee is embedded with MJPD to support individuals in crisis and improve community safety.

Purpose:

This MOU outlines the agreement between VBH and MJPD to provide an unmarked take-home vehicle to the VBH co-responder employee during their role as a co-responder with MJPD. The provision of this vehicle aims to enhance the safety of the co-responder by preventing clients or their families from recognizing their personal vehicle, as well as to prevent wear and tear on their personal vehicle.

Terms and Conditions:

1. Vehicle Provision:

- 1.1. MJPD agrees to provide a designated unmarked take-home vehicle to the VBH co-responder for their use while performing co-responder duties.
- 1.2. The vehicle provided shall be in good working condition and compliant with all applicable laws and regulations.
- 1.3. The VBH co-responder shall have access to the vehicle during their scheduled work hours and while on call.

2. Vehicle Expenses:

2.1. MJPD will bear all expenses associated with the take-home vehicle, including insurance, fuel, and maintenance.

2.2. VBH shall not be responsible for any costs related to the vehicle's operation, maintenance, or insurance.

2.3. VBH shall be responsible for costs and/or damages arising from or related to VBH and/or VBH co-responder employee's negligence or willful misconduct.

3. Liability and Insurance:

3.1. MJPD shall maintain appropriate insurance coverage for the take-home vehicle, including liability coverage, as required by law.

3.2. MJPD shall not be responsible for any workman's compensation expenses that may arise due to injuries sustained by the VBH co-responder during the course of their co-responder duties.

3.3. VBH shall defend, indemnify and hold harmless MJPD, its officers, agents, boards, commissions and employees from any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of VBH, its officers, employees, and/or agents, including its sub or independent contractors, in connection with this MOU.

4. Duration:

4.1. This MOU shall remain in effect for a period of [Duration] from the date of execution.

4.2. Either party may terminate this agreement with written notice to the other party, provided that the termination shall not affect the responsibility for any ongoing claims or expenses related to the take-home vehicle.

This Memorandum of Understanding represents the understanding and agreement between Volunteer Behavioral Health and the Mt Juliet Police Department regarding the provision of an unmarked take-home vehicle for the VBH co-responder embedded with MJPD. Both parties agree to comply with the terms and conditions outlined herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this MOU which shall become effective as of the Effective Date stated herein.

Volunteer Behavioral Health Care System



Signature

Phyllis Persinger

Printed Name

President/CEO

Title

2/1/2024

Date

Mt Juliet Police Department

Signature

Printed Name

Title

Date