

MEMORANDUM OF UNDERSTANDING BETWEEN
Bluegrass.org
AND
The Lexington Fayette Urban County Government

This Memorandum of Understanding is entered into by and between **Bluegrass.org** (hereinafter “Bluegrass”) with an address of 1351 Newtown Pike Lexington, KY 40511-1277 and the **Lexington Fayette Urban County Government** (hereinafter the “LFUCG”) on behalf of the Lexington Police Department with an address of 150 East Main Street Lexington, Kentucky 40507 effective immediately upon completion of signatures by all involved parties.

WITNESSETH:

WHEREAS, Bluegrass is the community mental health entity of Region 15 of the mental health regions of Kentucky that provides community support programs; and

WHEREAS, Bluegrass is a regional mental health program capable of providing involuntary evaluations under KRS 202A and KRS 645; and

WHEREAS, Bluegrass operates a 24-hour Crisis Line and is a member of the National Suicide Prevention Lifeline; and

WHEREAS, Bluegrass acts as the gatekeeper for inpatient psychiatric hospitals operated by the Commonwealth of Kentucky (KY); and

WHEREAS, Bluegrass is a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and all subsequent amendments and regulations; and

WHEREAS, the Lexington Police Department is the authorized and legitimate law enforcement agency in and for the City of Lexington, Fayette County, Kentucky; and

WHEREAS, the Lexington Police Department is designated to act under KRS 202A and KRS 645 for adults and minors with or suspected to have a mental illness; and

WHEREAS, the Lexington Police Department has and will encounter citizens and others in the City of Lexington, Fayette County, Kentucky who have or may have a mental illness and may be in danger of self harm or harm to others; and

WHEREAS, both parties are committed to the safety and care of individuals who have or may have a mental illness.

NOW, THEREFORE, in consideration of the mutual understandings contained herein, the parties agree to enhance the commitment of both parties to the care and treatment of individuals who have or may have a behavioral health problem(s) in the least restrictive and safest manner and to increase the safety of officers involved. The correlative purpose of this Memorandum is the commitment of both parties to the prevention of harm to self and others in

compliance with applicable KY law, Federal law and Bluegrass professional ethical standards for law enforcement officials to be reasonably able to **prevent or lessen a serious and imminent threat to the health or safety of an individual or the public** (45 CFR 164.512(j)(1)(i)).

In addition to response services, this partnership also includes the training and education of Lexington Police officers in the area of Crisis Intervention by Bluegrass.org. The Lexington Fayette Urban County Government on behalf of the Lexington Police Department and Bluegrass.org agree that the participation of Lexington Police personnel as proposed, described, and agreed upon within this Agreement provides mutual and valuable benefit to both parties.

Response: “Emergency situation” is defined as a situation when the Lexington Police Department interacts with an individual in crisis and when at least one Lexington Police Department officer involved in the crisis has been trained in CIT or when Bluegrass receives a crisis line call and contacts the Lexington Police Department to assist a person in crisis who is at risk of suicide or harm to others as part of Bluegrass’ active intervention protocols.

A. Information from Bluegrass can only be provided under the “minimum necessary” and “serious and imminent” risk standard of HIPAA during an emergency situation. Information released will be documented by Bluegrass staff by completing an Accounting of Disclosure:

1. What information was released and deemed emergent.
2. The name and badge number of the Lexington Police officer to whom the information was released;
3. The date and time of the release;
4. The date, time, and emergency situation reported to Bluegrass.

B. Additional Conditions:

1. Lexington Police Department will provide Bluegrass a copy of their crisis intervention (E-Crisis form) via standard Lexington Police Department’s documenting procedures in instances where the exchange of information on a patient requires a waiver/documentation to ensure HIPAA compliance. This will be provided to Bluegrass in person, at Fax (859) 977-0406, or mailed to Bluegrass at 1351 Newtown Pike, Lexington, KY 40511, ATTN: BRC.
2. Bluegrass and the Lexington Police Department shall be required to maintain all records and written materials related to individuals in crisis in compliance with the confidentiality laws and federal and state regulations.

Terms and Conditions for Participation of Training:

1. The LFUCG (Lexington Police Department) will pay Bluegrass.org \$500.00 per training class of Lexington Police Department personnel for the enrollment in Crisis Intervention Training.
2. Bluegrass.org will coordinate the necessary outside instructor resources for each course of instruction in CIT.
3. Bluegrass.org will provide training materials and curriculum information to the Lexington Police Department for the purposes of documenting the certified training of its personnel.
4. The Lexington Police Department will provide a training space for administering the CIT program for Lexington Personnel as scheduled each year.
5. The Lexington Police Department will coordinate the training with the assistance of Bluegrass.org.
6. The Lexington Police Department will provide a primary CIT certified instructor to aid as a liaison with Bluegrass.org. for the purposes of this Agreement.
7. The Lexington Police Department agrees to provide the necessary instructors to assist with training facilitation as needed for the CIT course.

Effective Term of Agreement: The term of this Agreement commences immediately upon receipt of the signature acknowledgment by the recognized parties outlined in this agreement.

Termination: The privacy and security obligations of both parties of this Memorandum shall survive any termination of this Memorandum.

1. This Memorandum may only be amended by a writing that is signed by both parties hereto. This Memorandum shall expire and be of no further force and effect as of the end of business determined by both parties as in number 2 below.
2. Either party may terminate this Memorandum at any time, with or without cause, by providing not less than sixty (60) days prior written notice stating the intended date of termination.
3. Either party may terminate this Memorandum at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Memorandum. The party electing to terminate this Memorandum shall provide the breaching party with not less than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have thirty (30) days from the date of the notice in which to remedy the breach and confirm its conduct to this Memorandum. If such corrective action is not taken within the time

specified, this Memorandum shall terminate at the end of the thirty (30) day period without further notice or demand.

D. Notices:

1. Any notice required or permitted to be given by this Memorandum shall be in writing and will be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

Lexington Fayette U.C. Government
Lexington Police Department
150 E. Main Street Lexington, Kentucky 40507
Attn: Chief of Police

Bluegrass: Bluegrass.org
1351 Newtown Pike
Lexington, KY 40511
Attn: President/CEO

Entered into and agreed by the signers:

Lexington Fayette U.C. Government

Lexington Police Department

Jim Gray
Mayor – Lexington Fayette U.C.
Government

Mark Barnard
Chief – Lexington Police Department

Date

Date

Bluegrass.org


Paul R. Beatrice
President/Chief Executive Officer

12/15/16
Date