

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into effective August 31, 2019, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota (“City”), and Ramsey County (“Provider”).

The City and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

Provider agrees to provide the services described in this Agreement.

Statement of work.

Provider agrees to provide services or perform activities as described in the attached Scope of Work (Attachment B) and agrees to comply with all special conditions, financial reporting, and other requirements as detailed in Originating Grant Award from the U.S. Department of Justice, Office of Justice Programs. (Attachment A).

Time for Completion.

The services described in Statement of Work shall be commenced on August 31, 2019, and will be completed in accordance with the schedule mutually agreed upon through December 31, 2021.

Provider shall not proceed with any task outside of the grant award without specific authorization from the Project Manager.

Project Management.

Provider will assign specific individuals as principal project members and ensure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement.

Billings, Payment and Reporting.

A. For the Provider’s faithful performance of this Agreement, the City hereby agrees to compensate the Provider in the amounts and according to the provisions of Attachment B and Attachment C. Payments to the Provider shall not exceed \$540,000 (\$180,000 in each of three years).

B. The above amounts shall fully compensate the Provider for all costs. No claim for services and/or costs provided by the Provider, not specifically provided for in this Agreement will be honored by the City.

C. The Provider shall submit an itemized invoice as well as detailed documentation of the services performed to the City monthly, on or before the 15th of the month following each

quarter. The Provider shall submit detailed documentation within the budget categories as detailed on Budget (Attachment C). Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by the City to Provider within thirty (30) days of receipt.

D. Provider shall submit programmatic reporting as requested by the City monthly. No payments shall be made to Provider without programmatic reports completed by the due date.

E. In the event the Provider fails to comply with any terms or conditions of the Scope of Work or grant award (see Attachment A and Attachment B) or to provide in any manner the work or services as agreed to herein, the City reserves the right to cancel or withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in other sections of this Agreement.

City Responsibilities.

The City will provide Provider with access to any information from City documents, staff, and other sources needed by Provider to complete the work described in this Agreement.

Amendment or Changes to Agreement.

A. City or Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the City.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" includes any future amendments, modifications, and additional schedules made in accordance with these terms.

Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement must be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications must be addressed as follows:

To the City

Wendy Trebesch
Saint Paul Police Department
367 Grove Street
Saint Paul, MN 55101

To Provider:

Kim Cleminson
Ramsey County Social Services
160 East Kellogg Boulevard
Saint Paul, MN 55101

Survival of Obligations.

A. The respective obligations of the parties under these terms and conditions, which by their nature would continue beyond termination, cancellation, or expiration, will survive termination, cancellation, or expiration of this Agreement.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision of the Agreement is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases have the meanings given in this section, except where the context clearly indicates that a different meaning is intended.

“Work product” means any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Provider’s services under this Agreement. Work product does not include provider’s client files and records protected by state and federal privacy laws, or any other information capable of identifying provider’s clients.

“Supporting documentation” means any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and work products generated under this Agreement.

“Business records” means any books, documents, papers, account records and other evidences, whether written, electronic, or in other forma, belonging to Provider and pertaining to work performed under this Agreement. Business records do not include provider’s client files and records protected by state and federal privacy laws, or any other information capable of identifying provider’s clients.

B. All deliverable work products and supporting documentation that directly result from the Provider’s services under this Agreement will be delivered to the City throughout the engagement under this Agreement and at the conclusion of services.

C. The Provider agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement will be delivered to the City by Provider by the termination date and there will be no further obligation of the City to Provider

except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The parties agree to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. The parties agree to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and any other applicable data privacy and security laws and regulations. Provider represents that it may be subject to and will strictly comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and accompanying regulations at 45 CFR Parts 160 and 164, the Minnesota Health Records Act, the Confidentiality of Substance Use Disorder Patient Records regulations at 42 CFR Part 2,

Confidentiality and Privacy.

During the course of the performance of the services under this Agreement, the parties may have access to or become acquainted with not public information including, without limitation, data about mental health services or criminal complaints or investigations. The parties acknowledge and understand the importance of complying with all laws and regulations applicable to not public information and agree never to access, use, or disclose information except as authorized by law. Upon termination of this Agreement, each party will immediately return to the other party all records or other tangible documents which contain, embody or disclose, in whole or in part any not public information lawfully obtained during the term of this Agreement.

In Provider's sole discretion, Provider may create, maintain, and secure personally identifiable health information as appropriate to document interventions or care provided by Provider. To the extent personally identifiable health information is allowed by law to be used or disclosed in the course of this Agreement, Provider and the City will not use or disclose other than the minimum necessary protected health information required to accomplish the services in strict compliance with applicable state and federal laws and regulations.

This provision will survive the termination of this Agreement.

Human Rights/Affirmative Action/Economic Opportunity.

Provider agrees to comply with all applicable federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

Compliance With Applicable Law.

The parties agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the performance of the provisions of this Agreement. Each party is responsible to obtain all permits or licenses required for the performance of services under this Agreement as applicable to the actions of the respective party.

Conflict of Interest.

Provider's acceptance of this agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City." The Provider also affirms that to the best of the Provider's knowledge, their involvement in this contract does not result in a conflict of interest with any part or entity which may be affected by the terms of this contract. The Provider agrees that should any conflict or potential conflict of interest become known to the Provider, Provider will immediately notify the City of the situation so that a determination can be made about Provider's ability to continue performing services under this contract.

Responsibility for Acts and Omissions.

A. Each party agrees that it will be responsible for its own acts and omissions and the acts and omissions of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts and omissions of the other party or their employees, elected officials, and agents, or for any liability resulting therefrom. The Parties' liability is governed and limited by the Municipal Tort Claims Act, Minnesota Statutes chapter 466, and other applicable law.

B. Provider shall defend and indemnify the City of Saint Paul, its officers, agents, and employees from all claims, actions, or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property, resulting from any act or omission by Provider or any person employed by Provider in carrying out the terms of this Agreement.

C. The parties each respectively agree to defend and indemnify the from the other party from all claims, actions, or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property, resulting from any act or omission by the responsible party or any person employed by the responsible party in carrying out the terms of this Agreement.

D. Workers' Compensation Insurance Required - Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing services pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents.

E. Responsible for Own Equipment - Each Party shall be responsible for damages to or loss of its own equipment. Except as expressly provided herein, each Party waives the right to sue any other Party for any damages to, or loss of its equipment.

F. Each party warrants that it is able to comply with the obligations of this Agreement through commercial insurance or a self-funding program.

G. All insurance policies or self-insurance certificates are open to inspection by the other party and copies of the policies or certificates of self-insurance shall be submitted to a party upon written request.

Assignment.

The City and Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

Termination.

This Agreement will continue in full force and effect until completion of the project unless either party terminates the Agreement. Either party may terminate this Agreement, with or without cause, by providing 60 days written notice to the other party.

In the event of termination, the Provider will deliver all work products and supporting documentation developed up to the time of termination.

Alterations.

Any alteration, variation, modification or waiver of the provisions of the specifications that may have occurred during the bidding process or amendments to this Agreement are valid only when reduced to writing.

Interpretation of Agreement, Venue.

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement must be venued in the appropriate court of jurisdiction in Ramsey County, Minnesota.

Independent Contractor.

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Provider to the City is that of independent Provider and not that of employee. No statement contained in this Agreement may be construed so as to find the Provider or any of Provider's employees an employee of the City,

and Provider and Provider's employees are not entitled to any of the rights, privileges, or benefits of Saint Paul employees.

Waiver.

The waiver by either party of any breach under the terms of this Agreement or any rights or remedies arising under the terms of this Agreement will not constitute a waiver of the party's right to any rights and/or remedies with respect to any subsequent breach or default of the terms of the Agreement.

Subcontracting.

Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the City.

Insurance.

Provider is required to carry commercial or self-funded insurance of the kind and in the amounts shown below for the life of the Agreement. Certificates for Liability Insurance should state that the City of Saint Paul, its officials, employees, agents and representatives are Additional Insureds.

1. General or Business Liability Insurance
 - \$1,500,000 per occurrence
 - \$2,000,000 aggregate per project
 - \$2,000,000 products/completed operations total limit
 - \$1,500,000 personal injury and advertising

Policy must include an "all services, products, or completed operations" Endorsement when appropriate.

2. Automobile Insurance

Commercial - When commercial vehicles are used in connection with a contract:

- a. Bodily Injury \$750,000 per person \$1,000,000 per accident
- b. Property Damage not less than \$50,000 per accident Coverage shall include: hired, non-owned and owned auto

Personal - When personal vehicles are used in connection with a contract, the City is not required to be named as Additional Insured, but proof of insurance is required prior to commencement of activities. Provider must provide City with Endorsements from insurance company.

- a. Bodily Injury \$30,000 per person \$60,000 per accident

b. Property Damage \$20,000 per accident

Automobile Insurance – When Rental vehicles are used in connection with a contract, the Provider shall either purchase insurance from the rental agency, or provide City with proof of insurance as stated above.

3. Worker's Compensation and Employer's Liability. Provider must maintain appropriate Worker's Compensation coverage as required by Minnesota law.

4. Professional Liability Insurance is required when a contract is for service for which professional liability insurance is available for purchase.

a. \$1,000,000 per occurrence

b. \$2,000,000 aggregate

5. General Insurance Requirements

a. All policies must be written on an occurrence basis or as acceptable to the City. Certificates of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if company carries errors and omissions coverage.

b. The Provider may not commence any work until Certificates of Insurance covering all of the insurance required for this project is approved and the Project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extension periods.

c. The City reserves the right to review Provider's insurance policies at any time to verify that City requirements have been met.

d) Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy.

Any excess or umbrella policy will be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies shall be provided with any certificate of insurance.

Force Majeure.

Neither the City nor the Provider may be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, demonstrations, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive.

Entire Agreement.

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters of the Agreement.

RAMSEY COUNTY

CITY OF SAINT PAUL

By: _____
James McDonough
Chair, Ramsey County Board of Commissioners

By: _____
Robert Thomasser
Assistant Chief of Police

By: _____
Janet Guthrie
Chief Clerk, Ramsey County Board of
Commissioners

Approved as to form:

Approved as form:

By: _____
Ben Rosene
Assistant County Attorney

By: _____
Daphne A. Van Buren
Assistant City Attorney

By: _____
Office of Financial Services

By: _____
Human Rights and Equal Economic
Opportunity

By: _____
Deputy Mayor

ATTACHMENT B. SCOPE OF WORK

Project Executive Summary:

The City of Saint Paul Police Department (SPPD) sought and secured funding from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the Mental Health Resource Team (MHRT) Co-responder Implementation. The project defines a collaborative program, with Ramsey County acting as one of several partners. This scope of work outlines Ramsey County's specific obligations for a sub award from the grant.

Parties:

Mental Health Resource Team (MHRT) is led by SPPD. The project includes contributions from multiple parties. Collaborative partners contributing to the project include People Incorporated, Regions Hospital, Ramsey County, and the Saint Paul Police Department.

Scope of Project:

SPPD is engaging community partners in a multi-agency response for individuals experiencing severe and persistent mental illness who are disconnected from medical and social services and therefore are becoming increasingly at risk of arrest. Clinical personnel work in the field with SPPD patrol officers to respond to emergency response calls that have been identified as mental health related incidents, directing individuals to needed medical and chemical dependency services and when feasible attempt to find diversionary alternatives to arrest. The co-responder team also provides service coordination and crisis stabilization services for high-risk individuals, connecting individuals to chemical dependency treatment, cognitive therapy, and social supports.

SPPD Obligations:

SPPD will provide collaborative management for the MHRT including coordination of working group and advisory committee meetings, and planning efforts to collectively define collaborative procedures. This includes establishing Memorandum of Understandings with agency partners, coordination of office space, and performing grant contract management. SPPD will provide investigative expertise on behalf of the project and provide law enforcement representation at working group meetings. Further, SPPD will create procedures and definitions for cross-system evaluation and dedicate a full-time data analyst to ongoing collaborative communications, and data management.

Ramsey County Obligations:

Ramsey County Leadership Participation:

Ramsey County commits to providing representation at collaborative advisory meetings held six to ten times annually. The advisory meetings are to conduct collaborative planning for the project addressing evaluation plan, client intake and identification, and policies and procedures.

Personnel and resource commitment:

Ramsey County will dedicate two full time (2 FTE) mental health clinicians to support the MHRT. The clinicians will house with the MHRT collaborative onsite at SPPD offices. Ramsey County will dedicate 1 FTE to incident co-response during the afternoon shift (afternoon and evening hours), identified as peak hours for mental health calls. Ramsey County will dedicate 1

FTE to crisis stabilization services during hours that allow coordination with external business entities. Specific tasks for the Mental Health Clinicians are defined in this scope of work.

Independent Agencies:

SPPD and Ramsey County will work collaboratively to develop procedures and protocols to be implemented by SPPD and Ramsey County respectively, including procedures for information sharing, collaborative work, and safety of personnel. Efforts are collaborative, but each party remains an independent contractor. SPPD and Ramsey County personnel remain under the supervision and control of each respective party, and do not become the employees, agents, or officers of the other party by virtue of this initiative and associated agreement.

Tasks/Delivered work product:

Ramsey County commits the following tasks and deliverables as terms of the sub award:

1. *Provide representation as a committee member on the project's advisory group.*
Estimated at 6-10 meetings held annually.
 - Participation in the completion of DOJ's JMHCP Category 3 Planning and Implementation Guide (Attachment D) to be submitted within the first two quarters of the award.
 - Collectively define a data management agreement that addresses the screening, assessment, and information sharing process between the two agencies, including confirming the assessment tools and intake procedures for identifying clients, in compliance with all applicable laws regulating generated or shared data and information.
 - At minimum, quarterly representation at the MHRT advisory meetings.
 - Conduct outreach and engagement, especially within communities of color over represented in justice system:
 - o Inform the community about the co-responder model.
 - o Assist in conducting trainings for community members related to response to mental health issues.
 - o Assist in conducting focus groups and listening sessions with community members most impacted by the co-responder model.
 - o Use feedback to modify the model when needed so that people most impacted by services contribute to design of culturally-competent services and alternatives.

2. *Field Screening- Mental Health Clinical Response*
Performance Target: 500 co-response to calls, 1500 calls over three years.
 - Diagnostic screening. Ramsey County defined tool that includes suicide assessment, risk factors, lethality/threat of violence to self or others. Tiered response based on results.
 - o Determined individuals can remain in home/community.
 - o Detox –Transported to detox when individuals are under influence of drugs or alcohol that would prevent effective mental health response/assessment, in compliance with the independent authority of either law enforcement or clinical providers to enact a transport hold or other detention.

- Regional Medical Center- Immediate transport holds will be arranged for individuals expressing threat to harm to themselves or others. If violence present, transports will be coordinated with SPPD Patrol. All transports will be authorized in compliance with the independent authority of either law enforcement or clinical providers to enact a transport hold or other detention.
- Safety planning conducted for individuals who remain onsite.
 - Support system identified.
 - Primary mental health care provider contacted if individual is under care.
 - Individualized, consumer driven care plan developed to enable the person to manage acute psychiatric symptoms in the least restrictive manner possible.

3. *Service Coordination/Case Management:*

Performance Target: 100 clients annually, 300 over three years.

Provide mental health crisis stabilization services for priority cases identified by high-end user group. Services conducted through home/field visits with mental health officers or alone if safety is not a concern.

- *Diagnostic Assessments:* Conducted to guide care planning:
 - ASAM Substance Abuse Criteria
 - DSM- 5 Criteria
 - CAGE
 - Columbia Suicide Severity Rating Scale (when evidence of major depression exists)
- *Crisis Stabilization:*
 - Medical Care: Appointment setting and assistance accessing physical health care.
 - Resource Navigation: Assistance accessing eligible financial and medical benefits
 - Chemical Dependency: Ramsey County directly provides medically monitored detoxification services and manages assessment services for publicly funded care.
 - Mental Health Services: Brief therapeutic interventions to stabilize acute psychiatry symptoms. Interventions are trauma-informed and focus on motivational interviewing, engagement, cognitive behavioral therapy, and dialectical behavioral therapy.
- *Intensive Referral:* Transferal from stabilization to treatment, in-patient and outpatient therapy and social support services for housing, and employment. Schedule and attend initial meetings as needed during transfer to long term care.

Information Sharing/Grant Reporting

Ramsey County will ensure the program personnel and program leadership are trained in data requirements required by DOJ for activity tracking on the grant. Data will be maintained on an ongoing basis. Ramsey County commits to ensuring that non-personally identifiable data required for reporting is up to date and accurate for required monthly report cards submitted to SPPD. Ramsey County will provide aggregate-level, de-identified client data for purposes of grant reporting that aligns to evaluation plan defined by the University of Wisconsin.

1. *Performance Based Evaluation.* Performance based evaluation plan was defined by the University of Wisconsin during program planning year. This plan includes a cross system logic model, performance targets, data collection plan with tools defined, and an evaluation calendar. SPPD will hire a data analyst to support the plan through compiling and coordination of data. Performance measures will be synced to the BJA – PMT tool. (Attachment E). Ramsey County commits to:
 - Daily tracking of incidents calls and care coordination.
 - Monthly review and submission of performance-level data distributed to data analysts and direct service staff of larger Mental Health Resource Team.
 - Including at minimum:
 - Number of diagnostic assessments, and chemical dependency assessments conducted,
 - Number of crisis stabilization care plans created,
 - Number of referrals to employment, housing, and other treatments, and
 - Number of repeat calls for service.
2. *Mental Health Resource Team Working Group Convenings.*
 - Monthly meetings convened by SPPD including direct service staff from SPPD mental health unit, Ramsey County, Regions, People Incorporated, and other key community health care providers. Review of success or challenges in referrals systems protocols.
 - Quarterly meetings convened by SPPD with client advocacy groups to review data and discuss service coordination issues.