

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into effective \_\_\_\_\_, 2018, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City," and Regions Hospital, a Minnesota nonprofit corporation and 501(c)(3) tax-exempt, charitable hospital ("Provider") located at 640 Jackson Street, St. Paul, MN 55101.

WHEREAS, the parties have identified a critical community need to provide appropriate, evidence-based mental health services to individuals experiencing a mental health crisis or other behavioral health event and are subjects of a police call for service; and

WHEREAS, the parties acknowledge evidence that a majority of mental health-related police calls result in the individuals being brought to Provider's hospital emergency department (ED), with the ED representing the highest and most expensive level of health care; and

WHEREAS, in connection with state and federal goals of reducing avoidable or unnecessary hospital ED admissions and readmissions, the parties desire to collaborate to provide appropriate and timely mental health services to individuals before, during, and after a mental health crisis; and

WHEREAS, as a charitable hospital, the mental health services provided to the City by Provider pursuant to this Agreement concurrently addresses a significant community health care need and seeks to reduce the cost of health care for the state of Minnesota and federal government.

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

### **Provider Responsibilities.**

Provider will provide mental health response and case management services to the Saint Paul Police Department (SPPD) Mental Health Unit. Provider is responsible for staffing a Licensed Independent Clinical Social Worker (LICSW) to serve as a SPPD Mental Health Unit Social Worker (MHU Social Worker) on a schedule mutually agreed upon by the parties. The MHU Social Worker will work independently and collaboratively with the SPPD Mental Health Unit providing social work services, psychosocial and psychiatric assessments, treatment planning, and referrals for individuals who are in crisis or referred for services. The MHU Social Worker will provide education and leadership to other health care professionals and law enforcement in the psychosocial aspects of patient care.

At the sole discretion of Provider/the MHU Social Worker, the MHU Social Worker will also provide support to the SPPD in responding to crisis situations and will provide clinical assessments, crisis intervention, counseling, and psychotherapy services within the response and community intervention and outreach settings as appropriate.

### **City Responsibilities.**

The City will provide appropriate education and training related to safety, self-defense, and other potentially dangerous situations that the MHU Social Worker may encounter while accompanying SPPD in the field, or otherwise providing services under this Agreement. The

City and SPPD shall take all reasonable steps and actions to ensure the physical safety of the MHU Social Worker while providing services under this Agreement.

During the term of this Agreement, the City shall allow Provider and/or the MHU Social Worker to decline any participation or task if, in the sole discretion of Provider/the MHU Social Worker, the participation or task presents a significant safety risk or is otherwise not acceptable to Provider/the MHU Social Worker. The City will provide Provider and the MHU Social Worker with access to any information from City documents, staff, and other sources necessary to render the services described in this Agreement.

#### **Time for Completion and Schedule.**

The services rendered by Provider will commence on September 1, 2018, and will continue for a six-month period. Services may only be extended by mutual agreement of the parties.

#### **Project Management.**

The City has designated Sergeant Jamie Sipes, as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager shall have the authority to transmit instructions, receive information, and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

#### **Compensation; Community Benefit.**

No monetary compensation shall be exchanged for the services under this Agreement. As a 501(c)(3) charitable hospital and safety net provider, Provider is offering the services of its LICSW as a community benefit to the City of St. Paul and its surrounding communities as part of a collaborative mental health initiative. The services provided by Provider pursuant to this Agreement are also consistent with Provider's community commitment articulated in Provider's lease with Ramsey County for its hospital property.

#### **Amendment.**

A. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement, including any modifications in the scope of services provided under this Agreement, are valid only when reduced to writing and duly signed by the parties.

B. 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**  
Sergeant Jamie Sipes  
Saint Paul Police Department  
Mental Health Unit  
367 Grove Street  
Saint Paul, MN 55101

**To Regions Hospital**  
Regions Hospital  
Attn: Chief Nursing Officer  
640 Jackson St.  
St. Paul, MN 55101

**With a copy to:**  
HealthPartners General Counsel  
P.O. Box 1309  
Minneapolis, MN 55440-1309

#### **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.

#### **Confidentiality and Privacy.**

A. During the course of the performance of the services under this Agreement, the parties may have access to or become acquainted with confidential information relating to each other's business, including, without limitation, patient data, proprietary information, trade secrets and other intellectual property, non-public information, clinical, marketing, personnel and administrative policies, procedures, manuals and reports, and written agreements, including this Agreement. The parties acknowledge and understand the importance of keeping such information, including the terms of this Agreement, confidential and agree never to use, except in performing services under this Agreement, or to disclose such information to any third party except as may be required by a court or administrative order. If disclosure is ordered by a court or administrative order, the party subject to the order will immediately notify the other party. 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 confidential information. This provision will survive the termination of this Agreement.

B. 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.

C. 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 after the date of termination for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

D. The parties acknowledge that the City as a municipal corporation is obligated to abide by Chapter 13, the Minnesota Government Data Practice Act. The parties agree to comply with all other applicable data privacy and security laws and regulations.

E. 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. 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, including but not limited to the Minnesota Health Records Act and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

#### **Human Rights/Affirmative Action/Economic Opportunity.**

Provider agrees to comply with all 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.

#### **Mutual Indemnification.**

Notwithstanding any limitation of liability provision in this Agreement, each party (referred to as "Responsible Party" when an indemnification claim is being made against it) will indemnify, defend and hold harmless the other party (referred to as "Claiming Party" when claiming indemnification) and any related entity, including any entity that controls a party, is controlled by a party, or is controlled by an entity that also controls a party, and each of their directors, officers, agents, and employees from and against any and all third-party liability, loss, damage, claim, and expense, including but not limited to reasonable attorneys' fees and interest, which

any of them at any time sustain or incur arising from (i) any act or omission of the Responsible Party, its directors, officers, or employees under this Agreement, or (ii) any breach or default of a Responsible Party under this Agreement.

The parties acknowledge that the City's liability is governed and limited by the Municipal Tort Claims Act, Minnesota Statutes chapter 466, and other applicable law.

#### **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 as mutually agreed by the parties, unless either party terminates the Agreement. Either party may terminate this Agreement, without or without cause, by providing thirty (30) days' written notice to the other party.

#### **Renewal.**

This Agreement may be renewed or extended only by written agreement of the parties.

#### **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 District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

#### **Independent Contractors.**

The parties are at all times independent contractors. Nothing in this Agreement (or in the relationship between the parties) will be construed to make either party or any of their officers, agents, or employees an employee of, or joint venturer with the other for any purpose whatsoever, including without limitation, participation in any benefits or privileges given or extended by a party to its employees.

#### **Cooperative Agreement; Independent Authority.**

The parties are entering into this Agreement for the purposes of providing collaborative services to individuals experiencing crisis or other mental health needs and who are the subject of a police call for service. Each party agrees that its employees who act under this Agreement are granted independent authority to provide services within the employee's licensure and scope of practice, as regulated and governed by the respective employing party.

The parties agree that their respective employees will act collaboratively but exercise independent judgment, discretion, and acts within each respective employee's area of responsibility or authority, this includes independent assessment and exercise of authority under Minnesota Statutes chapters 148E, 253B, 626, 629 and any other statutory or other applicable

authority. The parties agree and stipulate that none of its employees or agents have the authority to require the employees or agents of the other party to exercise any independent authority reserved by law.

**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.**

Both parties are required to carry insurance of the kind and in the amounts shown below for the life of the Agreement and either party may meet the obligations in this section through programs of self-insurance. Provider's certificates for General 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
  - \$1,000,000 per occurrence
  - \$2,000,000 aggregate
  - \$2,000,000 products/completed operations total limit
  - \$1,000,000 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. Workers' Compensation and Employer's Liability. Provider must maintain appropriate Workers' 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 claims-made 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 are 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 Parties reserve the right to review the other party's insurance policies at any time to verify that insurance 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 or claims-made 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.

[SIGNATURE PAGE TO FOLLOW]

**REGIONS HOSPITAL**

By: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

**CITY OF SAINT PAUL**

By: \_\_\_\_\_

Kathleen Wuorinen  
Assistant Chief of Police

Dated: \_\_\_\_\_

Approved as form:

By: \_\_\_\_\_

Daphne A. Van Buren  
Assistant City Attorney

Dated: \_\_\_\_\_