

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF DULUTH AND  
CALIBRATE, LLC, d/b/a NORTHLAND PSYCHOLOGICAL SERVICES**

THIS AGREEMENT is by and between the CITY OF DULUTH, a municipal corporation, hereinafter referred to as “City”, and Calibrate, LLC, a Minnesota limited liability company, d/b/a Northland Psychological Services, hereinafter referred to as “Contractor”.

WHEREAS, the City is a municipal corporation and political subdivision of the State of Minnesota that provides public safety and law enforcement services within its boundaries, in part through the City of Duluth Police Department; and

WHEREAS, the City wishes to contract for professional psychological services for its sworn police officers as part of a health and wellness initiative; and

**NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and Contractor agree as follows:**

**ARTICLE I**

Scope of Professional Services

- A. Description of Work. Contractor agrees to provide a single-session mental health training to individual City Police employees as part of the Duluth Police Department’s Health and Wellness Program. The trainings are intended as education for preventive care, to build resiliency and promote self-care. The goal is to integrate mental health care into physical health care and to include mental health care as part of mainstream preventive care.
- B. Minimum Qualifications. Services provided by Contractor during the Term of this agreement shall be provided by either a Licensed Psychologist (LP) with the Minnesota Board of Psychology or a therapist holding at a minimum a Master’s Degree and

licensed by either the Minnesota Board of Behavioral Health and Therapy or the Minnesota Board of Marriage and Family Therapy, and in good standing.

C. Work Standards. Contractor shall control the conduct and means of performing all work under this Agreement.

D. Location and Equipment. All services of Contractor shall be performed at Contractor's office currently located at 1707 Miller Trunk Hwy, Duluth, MN 55811, unless otherwise approved in writing by City.

## **ARTICLE II**

### Professional Fees and Payment

In consideration of the provision of the services referenced in Article I above in an acceptable manner, the City hereby agrees to pay Contractor for said professional services at a rate of no more than **\$150.00 hourly** for a therapist licensed as an LP and a rate of no more than **\$125 hourly** for a therapist licensed as an LPCC or LMFT, and only for face-to-face services with employees. City shall not pay Contractor more than **\$27,600.00** per calendar year during the Term of this Agreement for services provided. All services provided by the Contractor pursuant to this Agreement must be performed to the satisfaction of the City, as determined in the sole discretion of the City. The Contractor shall not receive payment for work deemed by the City to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation. Contractor will invoice City on a quarterly basis for services. All payments under this Agreement shall be from City Police Fund 605-036-1651-5319.

## **ARTICLE III**

### Assignability

Contractor shall not in any way assign or transfer any of their rights or interests under this Agreement in any way whatsoever.

## **ARTICLE IV**

### **Term**

Notwithstanding the date of execution, this Agreement shall be deemed effective on January 1, 2024, and shall remain in effect until December 31, 2027, unless terminated earlier as provided for herein.

## **ARTICLE V**

### **Termination of Services**

City or Contractor may, by giving thirty (30) days written notice, terminate this Agreement with or without cause. In the event of such cancellation, Contractor shall be entitled to payment for the work of services satisfactorily performed to date.

## **ARTICLE VI**

### **Standard of Performance**

Contractor agrees that all services to be provided to City pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type as determined by the Minnesota Board of Psychology, the Minnesota Board of Behavioral Health and Therapy, or the Minnesota Board of Marriage and Family Therapy, as applicable.

## **ARTICLE VII**

### **Records and Inspection**

A. **Records:** Documents pertaining to attendance and billing information.

B. **Establishment and Maintenance of Records**

Records of the Contractor shall be maintained by Contractor for a period of six (6) years after receipt of final payment under this project.

C. **Accounting**

All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

D. Reports and Information

Contractor shall be responsible for furnishing all records to City as City may require pertaining to matters covered by this Agreement.

E. Audits and Inspections

Contractor shall ensure that at any time during normal business hours and as often as City may deem necessary, there shall be made available to City for examination, all of its records with respect to all matters covered by this Agreement. Contractor will also permit City to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, and records covered by this Agreement.

F. Data Practices and Confidentiality

Both City and Contractor agree to comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13. However, all records prepared by the Contractor pursuant to this Agreement will be confidential and will not be released by Contractor without prior authorization from City except as required for the performance of Contractor's services or as required by law.

## **ARTICLE VIII**

### Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Contractor as an agent, representative or employee of City for any purpose or in any manner whatsoever. Contractor shall not be considered an employee of the City.

Contractor shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Worker's Compensation, Unemployment Insurance, disability pay or severance pay from City.

## **ARTICLE IX**

### **Liability**

Contractor agrees to indemnify, save, and hold the City, its employees and representatives harmless from any all claims or causes of action, including attorneys' fees incurred by the City, arising from the performance of this Agreement by the Contractor or the Contractor's agents or employees.

## **ARTICLE X**

### **Civil Rights Assurances**

City and Contractor hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

## **ARTICLE XI**

### **Rules and Regulations**

City and Contractor agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, and City and their respective agencies which are applicable to its activities under this Agreement.

## **ARTICLE XII**

### **Notices**

Notice to City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

|             |   |  |
|-------------|---|--|
| City        | : | Chief of Police<br>City of Duluth<br>2030 N. Arlington Avenue<br>Duluth, MN 55811                    |
| Contractor: |   | Calibrate, LLC<br>d/b/a Northland Psychological Services<br>1707 Miler Trunk Hwy<br>Duluth, MN 55811 |

## **ARTICLE XIII**

### **Waiver**

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

## **ARTICLE XIV**

### **Applicable Law**

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

## **ARTICLE XV**

### **Severability**

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

**ARTICLE XVI**

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter hereof.

**ARTICLE XVII**

Amendments

Any amendment or modification to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be duly  
executed intending to be bound thereby.**

**CITY OF DULUTH**, a Minnesota municipal  
corporation

**CONTRACTOR Calibrate, LLC, d/b/a  
Northland Psychological Services**

\_\_\_\_\_  
Mayor

By \_\_\_\_\_

Attest:

Its: \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
City Clerk  
Dated \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney