



FIRST RESPONSE
MENTAL HEALTH

Master Services Agreement

This Agreement is made between First Response Mental Health Inc. ("FRMH"), an Ontario Corporation, its primary office at 585 Squier St. Thunder Bay, ON, P7B 4A7, and the City of Duluth acting by and through the Duluth Police Department ("Customer"), with an office at 2030 North Arlington Avenue, Duluth, MN, 55811.

WHEREAS, FRMH is the developer and has the exclusive right to license various peer and community support management tools further detailed in the attached Statement of Work ("SOW") which, together with its accompanying documentation and other materials, shall be referred to hereafter as the "Solution" or "Service"); and

WHEREAS, Customer wishes to license and use the Solution and FRMH Services for the price and on the terms set forth in this Agreement, including the Statement of Work ("SOW") which is attached as Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto agree to the terms and conditions of this Agreement.

ARTICLE I - TERM AND TERMINATION

This Agreement shall become effective once the agreement is signed ("Effective Date") by both parties for thirty-six (36) months beginning on the Effective Date, at the end of which time it shall automatically renew for additional twelve (12) month periods until terminated by: (1) mutual agreement of the parties, (2) Customer upon ninety (90) days' written notice to FRMH, or (3) as otherwise provided herein.

Provisions of this Agreement which by their terms are intended to survive the termination of this Agreement, are Articles IV(Confidentiality) , VI (Ownership of Data), VII (Indemnification), X (Non-solicitation of Employees), XI (Independent Contractor), shall survive termination of this Agreement.

ARTICLE II - License

Subject to the terms of this Agreement and in exchange for the fees agreed to in the SOW, FRMH will provide to Customer the services described in this Agreement and purchased by Customer, including the grant of a non-exclusive, non-transferable terminable license to use the Solution as set forth more particularly in the Terms of Use, which is attached hereto as Appendix A and incorporated by reference herein.

ARTICLE III - Fees, Costs, And Invoicing

Fees, costs, and invoicing are based on the products and/or services selected by Customer. Fees applicable to this Agreement are found in the SOW.

ARTICLE IV - Confidentiality

FRMH and Customer agree that each party may have access to, or become acquainted with Confidential Information about the other. "Confidential Information" of a party hereto means this Agreement, and any exhibits, Appendices, or addenda, and any proprietary computer software program including the Solution, proprietary information or terminology used in its business, and any materials evidencing the same (specifically, including without limitation, screen shots and functionality of the Solution, other technical data or know-how relating to the Solution and all products, development plans, employee names and qualifications, services, customers, markets, engineering, inventions (whether patentable or not), processes, designs, drawings, research, developments, strategies, business plans, executive summaries, discussion and research memos, marketing accounts and/or financial information). Each party shall keep said Confidential Information of the other party in confidence and shall not use, copy, reveal, report, publish, disclose, transfer or otherwise make it available, directly or indirectly, without the prior written consent of the other party. Each party agrees to: (a) maintain the confidentiality of all Confidential Information using at least the degree of care and security as it uses to maintain the confidentiality of its own Confidential Information, and in no event less than a reasonable degree of care, and (b) not use the other's Confidential Information except in accordance with this Agreement. Information shall not be considered confidential that: (i) is publicly known prior to or after disclosure hereunder other than through acts or omissions attributable to the recipient or its employees or representatives; (ii) as demonstrated by prior written records, is already known to the recipient at the time of disclosure hereunder; (iii) is disclosed in good faith to the recipient by a third party having a lawful right to do so; (iv) is the subject of written consent of the party which supplied such information authorizing disclosure; or (v) is required to be disclosed by law; provided that the recipient shall give the disclosing party reasonable notice in writing prior to disclosing such information in order to facilitate seeking a protective order or other appropriate remedy from the proper authority. Notwithstanding the foregoing, if the parties have previously executed an agreement concerning confidentiality and non-disclosure, and any of those terms directly conflict with the terms in this section, the most restrictive and protective term will prevail. FRMH shall have the right to disclose that the Customer is using the Solution.

ARTICLE V - Support and Service Level Agreement

Commencing on the Effective Date of this Agreement, FRMH shall provide Customer with the services and support below.

7.1 Maintenance Services.

- a. **Defect Correction.** When Customer reports a suspected Defect in the Solution (the “Service Offering”) to FRMH, FRMH shall attempt to recreate the suspected defect based upon information provided by Customer. If the Defect is confirmed, FRMH shall implement a Correction into the Service Offering and provide Customer a Correction. For the purpose herein, a “Defect” is a material failure of the Service Offering to operate substantially in accordance with this Agreement, which failure is attributable exclusively to FRMH or the Solution. Failure of the service offering attributable to data provided by Customer which does not comply with FRMH published specifications, whether accepted by FRMH or not, is not considered a Defect. A “Correction” means, without limitation, workarounds, support releases, component replacements, patches and/or documentation changes, as FRMH deems reasonably appropriate.
- b. **Technical Support and Communications.** Customer may report problems and seek assistance regarding Customer’s use of the Service Offering. Customer shall report problems or request service by contacting FRMH at the email address / phone number specified in the implementation plan.
- c. **Maintenance Scheduling.** Scheduled maintenance will be communicated to Customer at least one day in advance. Standard downtime for any scheduled maintenance is less than four (4) hours. Maintenance will occur before 8:00 a.m. EST and after 6:00 p.m. (EST) (i.e. off working hours) whenever possible. The foregoing notwithstanding, when it is in the interest of Customer, any urgent issue can be addressed by FRMH without advance notice to Customer of such maintenance.
- d. **Data Backup.** Customer data backup is scheduled nightly and occurs automatically after 6:00 p.m. (EST) and before 8:00 a.m. (EST) the next day.
- e. **Additional Charges.** Requests, if not associated with a technical performance or standard system functionality, will be subject to review and may be subject to additional charges.

7.2 System Access and Service Level Warranties.

FRMH warrants that the Service target of ninety-nine point five percent uptime (99.5%) will be met. This warranty will not apply to any downtime caused by Customer or resulting from a failure of or problems in Customer’s equipment, any Customer power or utility problems, any problems in Customer’s network, or any other failures caused by persons or events for which FRMH is not responsible. Maintenance periods do not impact uptime measurements.

Article VI - Ownership of Data

All right, title and interest in the data used and/or submitted by Customer in connection with the Solution ("Data") is owned by Customer. Customer hereby grants to FRMH a license to use the Data consistent with its obligations hereunder and as required by this Agreement. FRMH may collect and use de-identified data from the Data and may aggregate such de-identified data from other end users and sources. Collected de-identified data shall not be used by FRMH in any way that identifies Customer or any individual. Customer hereby grants to FRMH a worldwide, perpetual, irrevocable royalty-free license to use and incorporate into the services and Solution any suggestions, enhancement request, recommendation, correction or other feedback provided by Customer.

Article VII - Indemnification

FRMH agrees to indemnify, defend and hold harmless Customer from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party, including amounts incurred pursuant to resolution or settlement agreements with government agencies (cumulatively, each a "Claim"), arising out of: (a) any breach by FRMH of Article VI (Confidentiality) or (b) any allegation that any of the Solution or Services (or any portion thereof) infringes or misappropriates, as applicable, a third party's copyrights, trademarks, or trade secrets. Customer will promptly notify FRMH in writing of any Claim under this section, will reasonably cooperate with FRMH at FRMH's sole cost and expense, and will allow FRMH sole authority to control the defense and settlement of such Claim. FRMH will not settle any Claim against Customer without Customer's prior written consent, which will not be unreasonably withheld. Customer will have the right, at its option, to participate in the defense of any Claim under this section by counsel of its own choice and its own expense. FRMH's indemnification applies only to that part of a Claim, which can be directly attributed to FRMH; FRMH shall not be liable for any acts or omissions attributable to any other person, entity, or occurrence.

Customer agrees to indemnify, defend and hold harmless FRMH from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party, including amounts incurred pursuant to resolution or settlement agreements with government agencies (cumulatively, each a "Claim"), arising out of: (a) any breach by Customer of Article VI (Confidentiality) or (b) any breach by Customer of a term or condition of this Agreement. FRMH will promptly notify Customer in writing of any Claim under this section, will reasonably cooperate with Customer at the Customer's sole cost and expense, and will allow Customer sole authority to control the



defense and settlement of such Claim. Customer will not settle any Claim against FRMH without FRMH's prior written consent, which will not be unreasonably withheld. FRMH will have the right, at its option, to participate in the defense of any Claim under this section by counsel of its own choice and its own expense.

ARTICLE X - Non-Solicitation of Employees

During the term of this Agreement and for one (1) year thereafter, each party agrees that it will not induce or attempt to influence any employee, subcontractor, or agent of the other party to (1) terminate his/her or its relationship with the other party, or (2) enter into any employment or other business relationship with any other person firm or entity. Notwithstanding the foregoing, nothing in this section will prohibit either party from engaging in general advertising for positions (as long as they are not targeted at any aforementioned person) and hiring anyone in response to such general advertising.

ARTICLE XI - INDEPENDENT CONTRACTOR

FRMH is at all times an independent contractor and nothing in this Agreement is intended, or construed, to create between Customer and FRMH an agency, joint venture or partnership relationship. Except as specifically set forth herein, neither party may act on behalf of the other.

ARTICLE XIII - DEFAULT

Failure by either party to perform as agreed upon in this Agreement shall be a default. Prior to initiating any legal action or termination of this Agreement, the non-defaulting party shall give written notice of the default to the other party. If the default is not cured within ten (10) days of delivery of the notice, the non-defaulting party may, at its option, terminate this Agreement, including Customer's rights under the Terms of Use. In the event of a payment default, FRMH may suspend and/or terminate service to Customer. Termination of this Agreement by FRMH does not relieve Customer of the obligation to make immediate payment of all fees and costs arising during the original term of the Agreement.

ARTICLE XIV - NOTICES

Any notices given pursuant to this Agreement will be in writing, delivered to the addresses, or email addresses, set forth below (unless changed by notice) and will be effective upon receipt as documented via a return receipt or courier service.



To Customer: Company Name:

City of Duluth, Duluth Police Department

Attn: Department Name or Individual:

Chief of Police, Michael Tusken

Street Address:

2030 N. Arlington Avenue

City, State Postal Code:

Duluth, MN, 55811.

Email, Phone:

mtusken@duluthmn.gov, 218-730-5686

To FRMH:

Contract Management

First Response Mental Health

585 Squier St.

Thunder Bay, ON, P7B 4A7

Email: Admin@firstresponsemh.com

ARTICLE XV – OTHER PROVISIONS

15.1 Modifications. Any modification of this Agreement shall be binding only if evidenced in writing, and signed by each party.

15.2 Invalidity. Should any part of this Agreement for any reason be declared invalid, such declaration shall not affect the remaining portions of this Agreement, which shall remain in full force and effect as if this Agreement had been executed without the invalid portion thereof.

15.3 Headings. The division of this Agreement into sections and subparagraphs and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

15.4 Assignment. The Agreement may not be assigned by Customer without the prior express written consent of FRMH; such consent will not be unreasonably withheld.

15.5 Force Majeure. Neither party shall be liable or deemed in default for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by the occurrence of any event beyond the reasonable control of such party, including without limitation, fire,



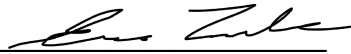
flood, strikes and other industrial disturbances, accident, embargo, act of the government, war, terrorism or national emergency requirement, act of God, act of the public enemy, electrical, internet, or telecommunication outage that is not caused by the obligated party.

15.6 Entire Agreement. This Agreement together with any addenda, the SOW attached as Exhibit A and the Appendices A (Terms of Use), B (Customer Proposal), contains the entire agreement between the parties hereto and supersedes all prior agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. In the event of a conflict between the Master Agreement and an Exhibit or Schedule, the Master Agreement shall prevail. In the event of a conflict between an Exhibit and a Schedule, the Exhibit shall prevail.

15.7 Counterparts. This Agreement may be executed in counterparts, delivered by facsimile transmission or as a .PDF attachment to an email.

IN WITNESS WHEREOF, FRMH and Customer have entered into this Agreement as of the Effective Date.

For FIRST RESPONSE MENTAL HEALTH:

By: 

Name: Eric Tribe

Title: Partner

For CITY OF DULUTH:

By:

Mayor

Attest:

City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney

Dated and effective this _____th day of August 2020 ("Effective Date")

Attachments:

Exhibit A – Statement of Work

Appendix A – Terms of Use

Appendix B – Customer Proposal

ADDENDUM

This Addendum is to the Master Services Agreement (“The Agreement”) entered into between First Response Mental Health and the City of Duluth, acting by and through the Duluth Police Department.

Article III: Fees, Costs, and Invoicing has been modified to read as follows:

- a) Fees, costs, and invoicing are based on the products and/or services selected by Customer. Standard fees applicable to this Agreement are found in the SOW. Based on the terms of this addendum, the following fees have been waived for the first 12 months of this agreement in exchange for due consideration detailed below.
 - i) System Setup Fee (\$4500 one time)
 - ii) Maintenance Fee (\$150/month)
 - iii) General User Accounts (\$3/user/month)
 - iv) App Training Costs

Article IV: Confidentiality

- a) All terms of this article shall remain unaltered with the exception of b) (v) which shall be reworded as below:
- b) ... (v) is required to be disclosed by law including but not limited to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13; provided that with the exception to this Agreement, and any exhibits, Appendices, or addenda, the recipient shall give the disclosing party reasonable notice in writing prior to disclosing such information in order to facilitate seeking a protective order or other appropriate remedy from the proper authority. Notwithstanding the foregoing, if the parties have previously executed an agreement concerning confidentiality and non-disclosure, and any of those terms directly conflict with the terms in this section, the most restrictive and protective term will prevail. FRMH shall have the right to disclose that the Customer is using the Solution.

Article XVI: References, Publicity, and Marketing

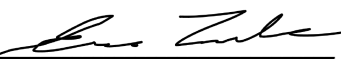
- a. The City of Duluth, acting by and through the Duluth Police Department will act as a reference site for First Response Mental Health Inc., and is willing to respond to inquiries from First Response Mental Health prospects inquiring about PeerConnect.
- b. In exchange for the waiver of fees granted in Article III, City of Duluth grants First Response Mental Health Inc. a licence to use their name, logo, identifying marks,



trademarks and service marks, collectively the “Company Marks”, in a format provided and approved by Duluth Police Department, for the purposes of marketing.

- c. Use and display of the Company Marks shall be consistent with the City of Duluth’s general quality standards, this Agreement and any written guidelines provided. Unless otherwise agreed upon in writing by The Parties, each advertisement, display, or promotion containing a Company Mark shall be reviewed and approved by Duluth Police Department, prior to initial release, which approval will not be unreasonably delayed or withheld.

For FRMH:

By: 

Name: Eric Tribe

Title: Partner

Dated this 17th day of August 2020

For CITY OF DULUTH:

By:

Mayor

Attest:

City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney

Dated this ____th day of August 2020



FIRST RESPONSE
MENTAL HEALTH

APPENDIX A
Terms of Use



PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, THEY APPLY UPON YOUR EXECUTION OF THE AGREEMENT (THE “AGREEMENT”) TO WHICH THIS IS APPENDED AND GOVERN YOUR USE OF THE SOLUTION AND SERVICES (TOGETHER, THE “SOLUTION”). THIS GRANT OF USE RIGHTS IS NOT A SALE. TITLE, OWNERSHIP, PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS TO THE SOLUTION AND DERIVATIVE PRODUCTS, ACCOMPANYING MATERIALS AND ALL SERVICES RELATED THERETO REMAIN THE EXCLUSIVE PROPERTY OF FIRST RESPONSE MENTAL HEALTH INC. AND ITS AFFILIATES (“FRMH”, “WE” OR “OUR”). USERS SHALL BE REFERRED TO AS “YOU” OR “YOUR”.

1. **Grant of Use.** Subject to the terms of the Agreement, FRMH grants You a limited, non-exclusive, non-transferable, non-assignable right to use the Solution and such associated documentation and technical materials as may be available on the date You executed the Agreement. This use also extends to any enhancements that We may choose to release. Any enhancements or other modifications to the Solution will be made at Our sole discretion. Your license to use the Solution will be automatically revoked if the Agreement is terminated or as described herein.
2. **Ownership and Warranty.**
 - a. As noted above, at all times and for all purposes, We will be the sole and exclusive licensor of the Solution. No modifications, additions or deletions may be made to the Solution by You. In the event You violate this provision and unlawfully create any derivative work, You agree that title to such derivative work remains with Us.
 - b. The Solution is a cloud-based solution You may use in accordance with the Agreement. Under no circumstances will any visual or other use choices You make grant you any ownership in the Solution or its related services. Under no circumstances will customizations (or augmentations) and any related documentation be construed as a work made for hire, and no ownership rights shall be transferred to or created in You or any third party. You will not own resale or marketing rights.
 - c. We warrant on the date of execution of the Agreement and during the term thereof except as otherwise provided that:
 - i. We have legal title and rights in the Solution and have full power and authority to grant You the right to use it;
 - ii. to the best of Our knowledge, the use of the Solution will in no way constitute an infringement or other violation of any copyright, trade secret, trademark, or other proprietary right of any third party;



3. Assignment or Transfer of Rights.

- a. You may not transfer or sub-license Your rights. You may not resell Your rights nor provide access to the Solution to parties that are not specifically authorized to use it by Us.

4. Termination.

- a. Unauthorized use, copying, or transfer of the Solution, or portions or derivative products, or the accompanying materials or failure to comply with the above restrictions will result in automatic and immediate termination of your use of the Solution and will make available to Licensor other legal remedies. Our mutual obligations of confidentiality do not end upon termination of the Agreement.

5. Limited Warranty and Disclaimer. WE WARRANT THAT THE SOLUTION WILL OPERATE IN SUBSTANTIAL CONFORMITY WITH THE DESCRIPTION IN THE PROPOSAL, UPON IMPLEMENTATION AND FOR THIRTY DAYS THEREAFTER. EXCEPT AS OTHERWISE SET FORTH HEREIN, WE DISCLAIM ALL OTHER WARRANTIES, EITHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTY THAT THE SOLUTION IS ERROR FREE, THAT ALL ERRORS IN THE SOLUTION WILL BE CORRECTED, THAT THE SOLUTION WILL OPERATE IN CONJUNCTION WITH ANY OTHER PROGRAMS OR THAT THE SOLUTION'S FUNCTIONALITY WILL MEET YOUR REQUIREMENTS.

- a. The duration of any implied warranties is limited to the period stated in the Master Services Agreement. Our entire liability shall not exceed the fees paid by You under the Master Services Agreement.
- b. We reserve the right, without notice, to supersede versions of the Solution with newer versions, which may add, modify, or eliminate functionality of earlier versions.

6. Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE FOR ANY INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO UNAVAILABILITY OF THE SOLUTION OR DATA, LOST PROFITS, LOST GOODWILL, COST OF COVER OR OTHER SPECIAL OR INDIRECT DAMAGES ARISING FROM THE USE OF THE SOLUTION, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED WARRANTY AND REMEDIES PROVIDED HEREIN. THIS DISCLAIMER SHALL APPLY WHETHER OR NOT WE HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH THE AGREEMENT EXCEED THE FEES PAID BY YOU UNDER THE MASTER SERVICES AGREEMENT.



- a. The parties acknowledge that the limitations set forth in this Agreement are integral to the amount of fees levied in connection with the Agreement and that, were We to assume any further liability other than as set forth herein, such fees would be set substantially higher.
7. **Data.** You have a responsibility to safeguard your data and Personal Information. You are responsible for the content you create, and for using the information the Solution generates in a proper manner and as designed. You acknowledge that We shall not be liable for any errors, omissions, delays, or losses caused by You or Your agents, including the consequences of untimely, incomplete, incorrect or unusable data or information. You are also responsible for complying with all local, state or provincial and federal laws pertaining to the use and disclosure of any data or information. We shall be permitted to use the data consistent with our obligations hereunder and as required by the Agreement to which this is attached. You agree that we may collect and use de-identified data from the data you supply, and that we may aggregate such de-identified data from other end users and sources. Collected de-identified data shall not be used in any way that identifies you or any individual.
8. **General.** The laws of the state of Minnesota will govern this Agreement.

Licensor: First Response Mental Health Inc. 585 Squire St. Thunder Bay, ON, P7B 4A7



STATEMENT OF WORK ("SOW")

1. **Applicable Fees.** The selection of products and/or services chosen by Customer are indicated below, as are applicable fees.

PeerConnect: Proactive Wellness App	
Includes	<ul style="list-style-type: none">○ First Response Mental Health Proactive Peer Support Application○ Application will display Client logos/colours
Pricing	<ul style="list-style-type: none">○ System Set up fee @125 / month over 3 years, or paid (\$4500) in full○ Maintenance Fee @ 150 / month○ General user accounts @ 3.00 / month per user

Application Training	
Includes	<ul style="list-style-type: none">1. General User Training: 1.5 hrs @ \$30/User (minimum 8 users)2. Peer Support Training: 1.5 hrs @ \$50/person (minimum 10 users)3. Admin Training: ½ day training @200/Admin (no minimum)
Pricing	TBD

2. **Services and Fees:**

- a. **Implementation.** Implementation will be conducted as set forth in the implementation plan provided to the Customer by FRMH. Implementation includes set-up, system configuration, hosting and deployment, and standard training on use of the Solution. "Go-Live" shall begin when the Customer's system is available for download from Google Play and/or Apple App Store. If additional support is required additional consulting and travel fees may apply, subject to a written scope change document, executed by both parties.
- b. **PEPM Fee.** The Customer shall pay fees on a monthly basis as detailed herein. The first payment shall be due on the date which is thirty (30) days from Agreement execution. Per employee per month ("PEPM") fees are based on the maximum number of user accounts during a billing period, calculated daily.



3. **Additional Fees:** The following fees may be assessed in addition to the fees described above:
- a. **Consulting Fees.** Consulting services required in excess of the services described herein will be subject to a written scope document executed by the parties prior to such services being provided; additional consulting shall be invoiced at \$175.00 per hour for senior management consultation, \$125.00 per hour for technical services. Such costs are in addition to the fees set forth in this SOW and will be documented as a scope change for Customer approval before work is undertaken.
 - b. **Travel Fees.** Requested travel of FRMH employees, if any, will incur costs in addition to the Implementation Fee and other fees. Travel expenses will include all travel time that is in addition to training time, which will be invoiced at \$80.00 per hour. All travel costs will be billed as incurred.
 - c. **Annual Adjustment.** All fees described in this SOW, including but not limited to the PEPY/PEPQ/PEPM Fees, Consulting Fees, and Travel Fees, shall be subject to an annual four percent (4%) increase.
 - d. **Interest Charges.** In addition to the default remedies available at law and in the Agreement, any past due amounts will accrue monthly interest at one-and-a-half percent (1.5%). All invoices are due thirty (30) days from receipt. Invoices over sixty (60) days due will incur an additional \$100 administrative fee.
4. **Contact Person:**
- a. Customer must designate a main contact person (the “Contact”) for all communications and decisions involving the Customer’s use of the Solution. The Contact must be reasonably available on a daily basis to handle all communications with FRMH. If the Contact is frequently or constantly unavailable, FRMH may require that Customer designate a replacement contact person. Failure of the Contact to be available may also result in the imposition of additional fees to the Customer. The Customer shall advise FRMH in writing and in advance of replacing its designated contact person.

Contact Name, Title	Chief of Police, Michael Tusken
Street Address	2030 N. Arlington Avenue
City, State, Zip Code	Duluth, Minnesota, 55811
Phone Number	218-730-5686
Email Address	mtusken@duluthmn.gov

PeerConnect: Proactive Peer Support

Proposal

for City of Duluth



August 13, 2020

August 13, 2020

City of Duluth

Thank you for considering PeerConnect as Duluth Police Departments health, wellness, and peer support management partner. FRMH is a health and wellness industry leader, and the only service that underpins peer support with automated process, technology, and reporting. With our mobile app each member of your organization has access to peer support, wellness tools, self assessment, mental health resources 24/7– wherever they are, and whenever they need.

Understanding your team's desired future state

Organizations are becoming more concerned with the mental health and well-being of their members. Mental health peer support programs are a demonstrated, evidence-based way to provide this type of support. Unfortunately it can be difficult to manage requests and recommendations for support, and often organizations are left without structured data to drive insights and change.

PeerConnect provides your organization with a peer support management system to streamline and coordinate both the provision and reporting of your health and wellness initiatives.

✓ Value for money

Realize the value of your wellness programs by increasing employee engagement and mitigating the burden of coordination

✓ Reduce barriers, stigma and anxiety

Proactive Peer Support engages all members and reduces the barriers to accessing resources and support. Technology eases the process of employee engagement, and as all members connect with peer support, the stigma associated with mental health is reduced.

✓ Metrics, tracking and reporting

Automated tracking of de-identified data allows reports to be created in minutes, not days, and protects the anonymity of your members. Process-driven contact reports ensure mandatory information is collected.

We are pleased to present the following proposal and welcome the opportunity to further discuss how we can help your organization succeed in its peer support, health, wellness, and reporting efforts.

Sincerely,



Kaiya Ham - Account Manager

C: (807) 707-1607

kaiya@firstresponsemh.com

Overview

Organizations are concerned with the well-being and mental health of their staff, and have implemented peer support programs as part of their wellness strategy. While peer support is a proven evidence-based model, it can be difficult to manage and track requests and recommendations for support.

FRMH's peer support management system, *PeerConnect* reduces time spent coordinating your peer support program, and ensures accurate reports inform you of the coverage and details of your wellness initiatives while protecting the anonymity of your members. With PeerConnect the coordination efforts for both the peer support team and the coordinator is reduced by 90%.

Safe and Secure

The safety of your members and organizations is the highest priority. PeerConnect has passed several compliance tests for high security and medical organizations, and works alongside your IT department for your specific needs. Most importantly, no conversations take place within the app, and no health or personal data is stored on your members.

PeerConnect App Features

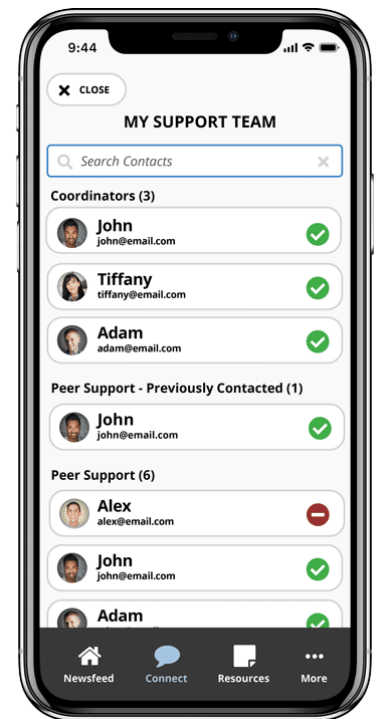
PeerConnect works alongside your organization at any stage of your wellness program, and can enhance your current program with features and resources.

1. Proactive Peer Support

Proactively connect every member of your organization with their personalized peer team for structured mental health and wellness conversations. Scheduled, proactive conversations capture those who do not actively seek out support, and regularizes mental health conversations, leading to reduced stigma.

Multiple ways to Connect to Support

- **Request:** The member can request contact at any time.
- **Recommend:** Supervisors can recommend contact and the peer support team fulfills the request.
- **Proactive:** The organization can schedule proactive connections and ensure full member coverage, and reduce barriers to asking for support.
- Each **member customizes their own support team** to their preferences: members pre-select which members of the peer support team will receive their support requests.
- Schedule interactions with internal or external **Psychologists, Chaplains, and/or Mental Health Professionals.**



2. Newsfeed

- The news feed displays content, posts, links, videos, events, and initiatives created by you.
- Post content or alerts to specific groups or roles within your agency
- Communicate with your members
- Send push notifications to your members phones
- Receive engagement reports

3. Additional Tools

Resources, location based services, **self-assessment** tools, integration with your EFAP, CISM, and other programs, FAQ Section and more.

4. Aggregate Reporting

Peer support teams submit electronic post-contact forms customized to your organization. These forms populate **live reporting**; create wellness KPIs and metrics that simplify reporting over any time period. Reporting data is de-identified to protect the anonymity of the individual.

5. Family Support Management

PeerConnect provides a platform to **support family members** of employees by providing family specific resources. These relevant and accessible resources help provide support for spouses/partners and children who encounter situations and stressors as a result of their proximity to loved ones who work in a high-stress environment.

6. Recruitment Management

Collect contact information and **equip and retain future recruits** by including them in their own role within the program. Build interest and keep potential employees in the know by sharing newsfeed items, survey opportunities, and important dates and events with them.



EVIDENCE BASED SELF-
ASSESSMENT TOOLS



MEASURES: CURRENT,
MONTHLY, QUARTERLY



PROACTIVE PEER
MANAGEMENT TOOL



DE-IDENTIFIED
REPORTS



COLLABORATIVE
RESOURCE SHARING



Why PeerConnect?	
90% less effort to coordinate Peer Support Programs	✓
Private and anonymous support for your members	✓
Comprehensive Wellness Resources in your pocket	✓
Peer Support at the push of a button	✓
24/7 Coverage - No one falls through the cracks	✓
Reduce mental health related stigma	✓
Wellness KPIs, Metrics, and Engagement Reports	✓
Enhances CISM, EFAP, and other programs	✓
Incorporates your current support	✓
Location based services	✓
Decrease lost time - STD, LTD, OSI, and overtime	✓

Pricing and Options

*Services do not include Mental Health Training Program for Peer Supports

*Prices are listed in USD

PeerConnect: Proactive Peer Support	
<i>Includes</i>	<ul style="list-style-type: none"> ○ Peer Support, Health and Wellness App ○ Customized logos and colours ○ Deployment in Apple AppStore and Google Play (Android) ○ Contact form (1)
<i>Standard Pricing</i>	<p>System setup fee: \$4,500.00 Waived for Duluth PD</p> <p>Maintenance fee: \$150 / month (year 2 and 3)</p> <p>General user accounts: \$3.00 per user/month (\$36 per user per year, year 2 and 3)</p>
<i>Total</i>	City of Duluth rate based on a 3 year contract and 200 uses. Cost Example:



		Monthly Payment Breakdown	Annual Cost
	System Setup	n/a	(first year only) \$4500
	Maintenance	\$150	\$1800
	Users	\$600	\$7200
	Total	\$750/m	\$13,500/year 1 \$9,000/years 2+

Application Training	
Pricing	App Training Workshops <ol style="list-style-type: none"> 1. App-Only Training for Peer Supports \$30 per person 2. Administrator App/System Management Training \$200

Annual Payment Schedule

PeerConnect	Year 1	Year 2	Year 3
System Setup	\$4500	\$0	\$0
Maintenance	\$1800	\$1800	\$1800
Users	\$7,200	\$7,200	\$7,200
App Training	Waived*	n/a	n/a
Admin Training	Waived*	n/a	n/a
Annual Total	\$0/y	\$9000/y	\$9000/y

*monthly pricing options are also available

Assumptions



- Based on an organization size of approximately 200 employees;
- Proposal and pricing are valid for 30 days.
- User-related cost totals are automatically calculated and shown within the system; e.g. if 10 more users are added bringing the total to 210, the system will calculate totals and billing automatically.
- There are no fees until year 2; the system set up fee (one time payment) is waived and not deferred.
- Fees waived for year 1 include: (1) system set up, (2) maintenance fees, (3) user fees, and (4) online app training via zoom to teach the Admin, content contributors, and Peer Support Team to use the app.
- If after 12 months Duluth PD are not satisfied with the program they can opt-out of the 3 year contract at no cost.

Thank you for considering First Response Mental Health,

Our team welcomes the opportunity to further elaborate on this proposal and answer additional questions that you may have about partnering with FRMH. If this proposal is acceptable to you, we will further discuss a contract document for signature(s).

Please do not hesitate to call or email – I am always happy to be a resource or support you when sharing this information. We look forward to speaking soon.

Sincerely,

Kaiya Ham

Account Manager, First Response Mental Health

kaiya@firstresponsemh.com

C: (807) 707-1607