

# Document A

## PURCHASE OF SERVICE AGREEMENT Crisis Intervention Team Coordinator

THIS AGREEMENT is by and between ARROWHEAD HEALTH ALLIANCE, 221 West First Street, Duluth, MN 55802, (hereinafter referred to as "**AHA**") and the City of Duluth, by and through its Police Department, 2030 North Arlington Avenue, Duluth, MN 55811 (hereinafter referred to as "Provider"), for the period from June 1, 2018 through May 31, 2019.

### WITNESSETH THAT

WHEREAS, AHA is a Joint Powers Board which includes the Region III Adult Mental Health Initiative and has established AHA as responsible for Mental Health Services and outlines its duties and obligations and responsibilities; and

WHEREAS, Provider is a political subdivision of the State of Minnesota and provides public safety and law enforcement services, in part through its Police Department in Duluth, MN; and

WHEREAS, Provider is willing to contract for the services of a part-time Crisis Intervention Team (CIT) Coordinator qualified to provide the services more fully set forth herein;

NOW, THEREFORE, in consideration of and in reliance upon the mutual covenants and agreements contained herein, the parties hereto do covenant and agree as follows:

### Article I - Services to be Provided

During the term of this Agreement, Provider agrees to furnish a 0.5 FTE Head of the Lakes Collaborative Crisis Intervention Team (CIT) Coordinator ("Coordinator"). The Coordinator will develop, organize and standardize trainings within the CIT Program, serve as a liaison between stakeholders and community groups, enhance community awareness, and conduct program evaluation and monitoring in order to ensure the success of CIT as more fully set forth in the Description of Services attached hereto as Exhibit A.

### Article II - Terms and Amount of Agreement

AHA and the Region III Adult Mental Health Initiative, through fiscal host Lake County Health and Human Services, hereby agrees to reimburse Provider in an amount not to exceed \$40,000 to reimburse Provider for the cost of engaging a Coordinator to provide the services described in Exhibit A. Costs eligible for reimbursement include the Coordinator's hourly rate for professional services, mileage at the current Internal Revenue Service (IRS) mileage rate for travel outside the Duluth city limits, and related operating costs associated with the Coordinator's services to CIT. All reimbursements hereunder shall be paid into City Fund No. 215-200-2220-4654.

### Article III - Payment Process

A. Provider shall submit a standard invoice quarterly to AHA's fiscal host at the following address: Lake County Health and Human Services, 616 3rd Avenue, Two Harbors, MN 55616.

- B. The invoice shall only include billings for authorized services. AHA shall not be obligated to honor claims nor shall Provider claim for any services furnished or costs incurred by Provider which are not specifically provided for hereunder or requested by AHA in writing during the term of this Agreement.
- C. AHA, through its fiscal host Lake County Health and Human Services, shall, within thirty (30) days of the date of the receipt of the invoice, make payment to Provider for authorized services.
- D. AHA may withhold reimbursement to Provider if either AHA or the Minnesota Department of Human Services has reasonable grounds to believe that the contract between AHA and Provider, or the subcontract of Provider with any subcontractor of services, has been breached in any material manner, or that Provider or subcontractor is taking or failing to take any action that constitutes anticipatory breach. If a breach occurs, AHA may recoup any payments made for the period during which the breach occurred.
- E. AHA's obligation to make payment hereunder is subject to audit by AHA or its duly authorized designee. Said audit shall be the final determination of AHA's payment obligation. Provider shall furnish AHA with the reports and comply with the audit and record requirements specified below in Article VII - Audit and Record Disclosure.
- F. Provider will promptly reimburse to AHA any amounts received in excess of required payments hereunder.

#### Article IV- Affirmative Action and Other Requirements

- A. Provider agrees to comply with the Civil Rights Act of 1964, Title VII (42 USCS 2000e), including Executive Order No. 11246 as amended, Title VI (42 USC 2000d), the Minnesota Human Rights Act, and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. Provider shall not discriminate in employment, facilities and in the rendering of purchased services hereunder on the basis of race, color, creed, religion, national origin, sex, marital status, public assistance status, disability, sexual orientation, or age.
- B. Provider agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and all requirements imposed by the applicable HHS regulation (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto.
- C. Provider agrees to comply in all respects with the Minnesota Government Data Practices Act, Minnesota Statutes Sections 13.1-13.87, and Provider further agrees to comply with any requests of AHA which are necessitated by AHA's obligations under said Act.
- D. The parties agree to comply in all respects, as applicable, with the Health Insurance Portability and Accountability Act, Public Law, 104-191 (HIPAA) and all rules, regulations and controls affected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective, the parties shall take whatever actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this Section, the other party may give written notice of termination of this Agreement. Such notice shall provide for termination of the contract within thirty (30) days of delivery of notice, and shall specify the action(s) which are to be taken by the receiving party to meet HIPAA requirements. The receiving party shall initiate

required compliance with HIPAA within the thirty (30) day period in order to avoid termination pursuant to this Section.

#### Article V - Indemnity and Insurance Clause

- A. **INDEMNITY:** Provider agrees to defend, indemnify, and hold AHA, its employees and officials, and Lake County Health and Human Services and its agents, employees, staff and officials, harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of Provider, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by Provider or the subcontractors, partners or independent contractors or any of their agents or employees under this Agreement.
- B. **INSURANCE:** Provider certifies that it is self-insured for general liability and workers' compensation in amounts set by applicable state and federal laws.

Provider must furnish AHA with satisfactory written documentation of all required coverage. Provider must provide AHA with at least thirty (30) days' advance notice of any substantial change to or cancellation of any insurance coverages required under the agreement.

AHA reserves the right to rescind any Purchase of Service Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Provider. All insurance coverage documentation will be open to inspection by AHA, and copies of said coverages will be submitted to AHA upon written request. All subcontractors will provide evidence of similar coverage.

#### Article VI - Independent Contractor

Provider is an independent contractor and not an employee or agent of AHA. No statement contained in this Agreement shall be construed so as to find Provider to be an employee or agent of AHA; and Provider, its officers, employees and agents shall be entitled to none of the rights, privileges or benefits of AHA employees. Nothing contained herein is intended nor shall be construed as in any manner creating or establishing an employment relationship between the parties or as constituting the Provider, its officers, employees or agents as the agent, representative or employee of AHA for any purpose or in any manner, whatsoever.

#### Article VII - Audit and Record Disclosure

Provider shall:

- A. Allow personnel of County, the Minnesota Department of Human Services, the Minnesota State Auditor's office and the Department of Health and Human Services access to and authority to copy Provider's records at reasonable hours in order to exercise their right to audit Provider's records and to monitor the services.

#### Article VIII - Early Termination

- A. AHA reserves the right to cancel this Agreement, with or without cause, with ten (10) days written notice to Provider, in the event that significant changes in funding or the conduct of the program

should modify its goals and objectives beyond the intent of this Agreement.

- B. In the event of early termination, as provided herein, AHA shall terminate at the end of thirty (30) days dating from the above mentioned written notice and shall compensate Provider for legitimate services provided prior to the termination as identified herein if said compensation had not yet been paid for at the time of termination. Provider agrees to reimburse AHA for any payments under this Agreement for services that were not actually provided at the time of termination.
- C. Provider and/or AHA may terminate this Agreement by mutual consent by providing the other party thirty (30) days' written notice of intent to terminate this Agreement.

Article IX – Notices

- A. Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following address:

**AHA:**  
Arrowhead Health Alliance  
221 W. First Street  
Duluth, MN 55802  
Attn: Ric Schaefer

**Provider:**  
Duluth Police Department  
2030 North Arlington Avenue  
Duluth, MN 55811  
Attn: Chief of Police

Article X - Single Instrument, Legality

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between Provider and AHA, relating to the subject matter hereof.
- B. The provisions of this Agreement are severable. If a court of law holds any paragraph, section, subdivision, sentence, clause or phrase of this Agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Agreement which does not violate the above-referenced ruling.

IN WITNESS WHEREOF, AHA and Provider agree that this contract is effective from June 1, 2018 through May 31, 2019.

*[Remainder of this page intentionally left blank; signature page to follow].*

CITY OF DULUTH

ARROWHEAD HEALTH ALLIANCE

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

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

It's: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Countersigned:

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

Approved as to form:

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