

## **Document A**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DULUTH AND HUMAN DEVELOPMENT CENTER**

THIS AGREEMENT is by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "CITY", and HUMAN DEVELOPMENT CENTER, a private, nonprofit community health center under the laws of the State of Minnesota, hereinafter referred to as "HDC".

WHEREAS, the parties wish to strengthen the community services available for individuals with mental illness and substance use disorders by utilizing a coordinated response; and

WHEREAS, the parties wish to enhance stability for individuals with mental illness and substance use disorders by working collaboratively to assess and develop real-time co-response and intervention services to support an individual's ability to stabilize and remain in their current environment instead of requiring a higher level of care or confinement, provide a robust mental health/clinical response, improve coordination and follow-up services and supports, and improve utilization of the Duluth Police Department Mental Health Unit; and

WHEREAS, to achieve the identified goals, the parties wish to embed a HDC Registered Nurse (RN) to work collaboratively with the Duluth Police Department Mental Health Unit, the Drug Diversion Program and the Community Intervention Group team members in an effort to improve upon the crisis response system; and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties' understanding.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

#### **ARTICLE I**

##### **Scope of Professional Services**

A. HDC: HDC agrees that it will supply a HDC Registered Nurse, who will work with and be imbedded with the Duluth Police Department Mental Health Unit, in order to better respond to individuals in the community with mental illness and substance use disorders. The duties of the RN are more fully set forth in the job description attached hereto as Exhibit A. The RN will be an employee of HDC and will act as a liaison for the Duluth Police Department and HDC along with other mental health agencies. To increase coordination of services between the parties, the liaison between the Duluth

Police Department and the RN will be the Duluth Police Department East Area Commander or designee.

B. DULUTH POLICE DEPARTMENT: The Duluth Police Department agrees that it will carry out its responsibilities and provide services in a coordinated fashion by working collaboratively with the embedded HDC RN. In addition, because the parties agree to an embedded HDC RN, the Duluth Police Department will provide the RN with office space at the Duluth Transit Center substation and standard office equipment including a desk and landline telephone. The HDC RN will be responsible for providing their own vehicle and cell phone.

## ARTICLE II

### Term of Agreement

Notwithstanding the date of execution, the term of this MOU shall commence on April 26, 2021 and terminate on April 25, 2024.

## ARTICLE III

### Assignability

HDC shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever without the prior written approval of the CITY.

## ARTICLE IV

### Termination of Services

Either party may, by giving written notice at least Thirty (30) days prior to the effective date thereof, terminate this MOU in whole or in part without cause. Provided, however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.

## ARTICLE V

### Information Sharing and Data Practices

Each party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any applicable law or policy, and that information and data are shared or made available to the receiving party in accordance with applicable law or policy. Further, each party agrees not to release, transmit, disclose or otherwise disseminate information or data associated or generated as a result of the services performed under this MOU except in accordance with applicable law.

## ARTICLE VI

### 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 either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Neither party nor any officers or employees thereof shall be considered an employee of the other party, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of either party and their employees while so engaged and any and all claims whatsoever on behalf of either party arising out of employment or alleged employment, including without limitation, claims of discrimination against either party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither party nor their officers, agents, contractors and employees shall be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay from the other party.

## ARTICLE VII

### Liability

#### A. As Between the Parties

Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

#### B. Limitation of Liability

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapter 466 or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

#### C. Third Party Liability

Nothing herein shall be deemed to create any liability to any third party not otherwise existing under applicable law.

## ARTICLE VIII

### Rules and Regulations

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

## ARTICLE IX

### Notices

Notice to the parties 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:

HDC

Human Development Center  
Attention: Amy Lisdahl  
1402 E. 1<sup>st</sup> Street  
Duluth, MN 55805  
Amy.Lisdahl@hdchrc.org

CITY

Duluth Police Department  
Attention: Chief Mike Tusken  
2030 N. Arlington Ave.  
Duluth, MN 55811  
mtusken@duluthmn.gov

#### ARTICLE X

##### 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 XI

##### 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 XII

##### 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 XIII

##### Execution

This MOU may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

#### ARTICLE XIV

##### 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 and negotiations between the parties relating to the subject matter hereof. Any amendment 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 hereunto set their hands the day and date shown below.

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

**Human Development Center**, a Minnesota nonprofit community health center

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

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

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

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

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

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

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

Countersigned:

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

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

Approved as to form:

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

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

# **Exhibit A**

## **JOB ANNOUNCEMENT**

**Job Title: Clinician**

**Full-Time**

**Union Category: V**

**Location: Duluth, MN – Co-responder with Duluth Police Department**

**Salary: \$55,500.00 – \$70,225.21 (Annual, Dependent Upon Experience)**

**Benefit Eligible: Yes**

### **EMPLOYMENT OPPORTUNITY FOR ALL QUALIFIED PERSONS**

**DUTIES:** This position is embedded with the Duluth Police Department (DPD) as part of the Mental Health Unit (MHU), Drug Diversion Program, and the Community Intervention Group (CIG). This is a three-year pilot working to assess and develop real time co-response and intervention services to support an individual's ability to stabilize and remain in their current environment instead of requiring a higher level of care or confinement. The Mental Health Professional (MHP) will co-respond to calls, co-evaluate, provide appropriate interventions, and screen/assess the need for further mental health and/or substance use disorder assessments. Coordination and follow up with same day or next day resources with guidance and support provided to navigate and access services and supports. Utilizes existing resources such as the Crisis Response Team, local mental health and chemical health services, Birch Tree and Wellstone Stabilization Centers, and other regional resources. This position will build strong relationships with the local law enforcement agencies, Crisis Response Team, hospital emergency department staff, treatment providers, community corrections, and PHHS of St. Louis County. This position is available to provide behavioral health and crisis response education and provide consultation to community partners utilizing person-centered principles and interventions. In addition, utilize reimbursement options and collect required information and data to support long-term funding options.

**MINIMUM QUALIFICATIONS:** Licensed or license-eligible registered nurse (RN). Must have experience providing full range of therapeutic intervention services, including crisis response and trauma informed care to a broad spectrum of people. Ability to work with ethnically diverse population required. Additionally, ability to work independently and collaboratively with internal and external providers a must.

## HDC PROVIDES CLINICAL SUPERVISION FOR LICENSURE

**OBTAINING APPLICATIONS:** Apply online at [www.humandevelopmentcenter.org](http://www.humandevelopmentcenter.org).

**FILING APPLICATIONS:** APPLICATIONS MUST BE RECEIVED OR POST-MARKED BY THE **CLOSING DATE: OPEN UNTIL FILLED.** Job applicants must meet all minimum qualifications. It is the responsibility of the applicant to verify that applications are on file on or before the closing date.



The Human Development Center  
Equal Opportunity / Affirmative Action Employer  
Minorities Encouraged to Apply