

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into effective January 1, 2023, by and between the City of Saint Anthony Village, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City," and Northeast Youth & Family Services, a Minnesota Nonprofit Corporation located at 3490 Lexington Ave North, Suite 205, Shoreview, MN 55126 ("Provider").

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

Provider agrees to provide the services described in this Agreement.

**Statement of work.** Provider will provide community advocacy services to households referred from City law enforcement departments. Services will be provided by the Community Advocate, an employee of the Provider who will work on a fulltime basis independently and collaboratively with the City. The Community Advocate will be supervised by the designee within Northeast Youth & Family Services.

The Community Advocate will provide "follow up" activities to referred households which will include efforts to establish a relationship, assess needs, develop a Goal Action Plan, connect to resources, and follow up on the impact of the Goal Action Plan.

The Community Advocate will maintain regular communication with an identified City "point of contact" regarding new referrals, progress on current referrals and follow up on closed referrals.

The Community Advocate will typically work a traditional Monday through Friday schedule during business hours, with occasional evening hours as contact with referrals necessitate. Generally, the work schedule may be set between the Community Advocate and the supervisor designee at Northeast Youth & Family Services.

### **Time For Completion.**

The services rendered by Provider will commence on January 1, 2023, and will continue for one year, unless this agreement is terminated or renewed in accordance with the relevant provisions within.

### **Project Management.**

Provider will assign specific individuals as principal project members and ensure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Provider is responsible to place an appropriate employee in the role of Community Advocate.

The City will designate a “point of contact” 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.

**Billings and Payment.**

Services provided to the City will be provided as part of a collaborative program at an approved upon cost of \$13,969.38 to the City. The City shall have no liability or bear any responsibility for payment for any services provided by Provider outside the scope of this agreement, even if the individual was identified or referred for such services via the services provided for in this agreement.

**City Responsibilities.**

The City will provide Provider with access to information from City documents, staff, and other sources needed by Provider to complete the work described in this Agreement.

**Amendment or Changes to Agreement.**

- A. City or Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be authorized in writing in advance by either the City or Provider.
- B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the parties.
- C. 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  
City of Saint Anthony Village  
Attn: Saint Anthony Village Police Department  
3301 Silver Lake Road  
St Anthony, MN 55418

To the Provider  
Northeast Youth & Family Services  
Attn: President & CEO  
3490 Lexington Ave North, Suite 205  
Shoreview, MN 55126

### **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.

### **Records, Dissemination of Information.**

A. For purposes of this Agreement, the following words and phrases have the meanings given in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" means any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Provider's services under this Agreement. "Work Product" does not include any data or information in any form that relates to the provision of services to an individual by the Provider that are outside the scope of this Agreement, even if the individual was identified or referred for such services via the services provided by the Provider to the City in this Agreement.

"Supporting documentation" means any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and work products generated under this Agreement. "Supporting Documentation" does not include any data or information in any form that relates to the provision of services to an individual by the Provider that are outside the scope of this Agreement, even if the individual was identified or referred for such services via the services provided by the Provider to the City in this Agreement.

"Business records" means any books, documents, papers, account records and other evidences, whether written, electronic, or in other forma, belonging to Provider and pertaining to work performed under this Agreement.

"Business records" does not include any data or information in any form that relates to the provision of services to an individual by the Provider that are outside the scope of this Agreement, even if the individual was identified or referred for such services via the services provided by the Provider to the City in this Agreement.

B. All deliverable work products and supporting documentation that directly result from the Provider's services under this Agreement and that are not protected personally-identifiable information will be delivered to the City throughout the engagement under this Agreement and at the conclusion of services.

C. The 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.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement, and that are not protected personally-identifiable information, will be delivered to the City by Provider by the termination date and there will be no further obligation of the City to Provider except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. 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 from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. The parties agree to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and any other applicable data privacy and security laws and regulations. The requirements of this provision do not apply to any information or data created, collected, received, stored, used, maintained, or disseminated by Provider in providing services to an individual that are outside the scope of this Agreement, even if the individual was identified or referred for such services via the services provided by the Provider to the City in this Agreement.

G. Notwithstanding anything in this Agreement to the contrary, Provider will comply with all state and federal laws applicable to the disclosure of information related to the health status of or provision of health care to individuals served by Provider. In the event of any ambiguity or conflict between any laws regarding disclosure of such information, such ambiguity or conflict shall be resolved in favor of the law or interpretation that is most protective of the privacy and confidentiality of the individual served.

Provider will create, maintain, and secure personally-identifiable health information as appropriate to document interventions or care provided by Provider in Provider's sole discretion.

Personally-identifiable health information may be reported to the City only as authorized by law. Personally-identifiable data may be shared with the subject's consent. Personally-identifiable information may be shared without the subject's consent to prevent or lessen a serious or imminent threat to the health or safety of an individual or the public or if the subject is involved in an emergency interaction and disclosure of information is necessary to protect the health or safety of the referred person or another person. Certain data obtained by the City to respond to an emergency are private data on individuals and will not be used for any other purpose. To the extent possible, private data released to the City to respond to an emergency will be marked and designated as private data by the releasing party or person.

The parties will document releases of information as required by law, including the date and circumstances under which the release was made, the person or agency to whom the release was made, and the information released.

**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 City code. As such, 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.

**Responsibility for Acts and Omissions.**

Each party agrees that it will be responsible for its own acts and omissions and the acts and omissions of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts and omissions of the other party or their employees, elected officials, and agents, or for any liability resulting therefrom. The City's liability is governed and limited by the Municipal Tort Claims Act, Minnesota Statutes chapter 466, and other applicable law.

Each party warrants that it is able to comply with the obligations of this Agreement through commercial insurance or a self-funding program.

All insurance policies or self-insurance certificates are open to inspection by the other party and copies of the policies or certificates of self-insurance shall be submitted to a party upon written request.

**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 unless either party terminates the Agreement. Either party may terminate this Agreement, without or without cause, by providing 60 days written notice to the other party.

In the event of termination, the Provider will deliver all work products and supporting documentation developed up to the time of termination.

**Renewal.**

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

**Alterations.**

Any alteration, variation, modification or waiver of the provisions of the specifications that may have occurred during the bidding process or amendments to this Agreement are valid only when reduced to writing.

**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 Provider.**

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Provider to the City is that of independent Provider and not that of employee. No statement contained in this Agreement may be construed so as to find the Provider an employee of the City.

**Cooperative agreement, independent authority**

The parties are entering into this Agreement for the purposes of providing collaborative services to individuals experiencing crisis 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 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, 2538, 626, 629 and any other statutory or other applicable authority. The parties agree and stipulate that none of its employees or agents has 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.**

Provider is required to carry insurance of the kind and in the amounts shown below for the life of the Agreement. Certificates for General Liability Insurance should state that the City of White Bear Lake, its officials, employees, agents and representatives are Additional Insureds.

1. General or Business Liability Insurance
  - \$1,500,000 per occurrence
  - \$2,000,000 aggregate per project
  - \$2,000,000 products/completed operations total limit
  - \$1,500,000 personal injury and advertising

Policy must include an "all services, products, or completed operations" endorsement when appropriate.

2. Worker's Compensation and Employer's Liability. Provider must maintain appropriate Worker's Compensation coverage as required by Minnesota law.
3. 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

#### 4. General Insurance Requirements

- a. All policies must be written on an occurrence basis 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 is 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 City reserves the right to review Provider's insurance policies at any time to verify that City requirements have been met.
- d. Satisfaction of policy limits required above for General 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 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.



NORTHEAST YOUTH & FAMILY SERVICES

CITY OF SAINT ANTHONY VILLAGE

By \_\_\_\_\_

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_