

Contract for Mental Health Support and Services to
the Princeton Police Department Wellness Program

The following contract is effective beginning January 1, 2023, and will be reviewed on an annual basis beginning each calendar year with reviews throughout the year to meet the needs of the Princeton Police Department.

BETWEEN: Sunrise Wellness, LLC (Service Provider) 16201 90th ST NE Suite 203 Otsego
MN 55330 to provide mental health support and services as needed in working with the
wellness and peer support team.

AND: City of Princeton
Princeton Police Department
305 21st Avenue South
Princeton Mn. 55371

Collectively the “Parties”

A ‘wellness check’ is a one-on one session of up to 60 minutes with a mental health professional to discuss an employee’s current abilities to cope with job stressors and to learn additional healthy ways to deal with these and future stressors. The wellness check is not a fitness for duty evaluation and is not a form of punishment. The wellness check is individualized training and is considered an officer safety course as there are still more first responders that commit suicide then get killed in the line of duty. The wellness check is not intended to screen for a mental health diagnosis or disorder. The wellness check offers an opportunity for an employee to discuss coping strategies and solutions to deal with the various stressors of being a first responder as well as be given psychoeducation about individual mental health wellness.

The wellness check shall be completed yearly, and the cost is to be covered by the City of Princeton, Princeton Police Department. However, if an employee would want additional sessions with a mental health professional, they would be offered to be seen by a Sunrise Wellness mental health professional or would be given referrals to other mental health professionals. Princeton Police Department will cover the cost of up to 2 additional sessions. Any additional sessions would be at the cost of the individual employee utilizing their own insurance or payment and not covered by the Princeton Police Department.

The only information that is shared with the Princeton Police Department would be the employee’s name and attendance date. All conversations shared with the mental health professionals are confidential except in the following circumstance, as is required by law:

- 1) An employee is deemed an immediate threat to themselves or another.
- 2) An employee discloses that they are abusing a child, elderly, or disabled person.

These would still not be reported to the department, but to identify support person to maintain confidentiality.

These sessions may be conducted at either the Sunrise Wellness location or a confidential location in or around the City of Princeton, depending on employee choice.

Services Provided:

- Peer Support Training and consultation
- Annual employee wellness checks
- Providing Phone Support to Company during/after Critical Incidents where support/guidance would be needed.
- Available to provide specialized therapy services in the areas of trauma and PTSD to Company.
- Emergency appointments available within 48 hours of contact.
- A team of clinicians who are trained and have knowledge of Public Service job intensity.
- Therapy services are provided face to face out of the Otsego office, or by HIPAA compliant tele-therapy services.

Calculation of Fees and Other Charges:

Individual mental health therapy, trauma/PTSD therapy services. Usually paid for by employee through insurance plan or cash payment as determined by employee.

1. \$125 an hour for Emergency support/therapy for employee as deemed by Company. EX: therapy session(s) after a critical incident or other concerning behavior. Number of sessions paid for by the Company determined by the Company.
2. \$125 per person for annual wellness checks ranging from up to 60-minute check-ins. If needed, consider 30-minute sessions, but not recommended. Wellness check-ins content is not documented or recorded. They are not used to giving information to the employer and are not Fitness for Duty Check-ins. Sunrise Wellness does not do Fitness for Duty Assessments in any situation.

Payment Arrangements:

1. Service Provider will be invoiced monthly for wellness check and trainings.
2. Employees will pay at time of service, out of pocket expenses or through their insurance companies.
3. Emergency services invoiced at completion of agreed service.

This contract can be amended by either party as changes to the contract occur and may be terminated by either party if the service no longer serves a purpose or there are changes.

Termination:

This contract may be terminated by either party if the service no longer serves or there are changes. In the event of such termination, the Service Provider shall be entitled to payment, determined on a pro rata basis, for work or service satisfactorily performed. Notice of termination shall be provided by certified US Mail.

No Assignment:

The service Provider shall neither nor transfer any rights or obligations under this contract.

Amendments:

Either party may request a review of these contract terms for the possible amendment when warranted by changes in utilization or service needs. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office or position.

Compliance with Applicable Laws:

The parties shall comply with federal, state, and local laws. The absence of an immediate enforcement action or commencement of lack or remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.

Independent Contractor:

This contract does not constitute a joint venture or partnership arrangement between the parties, and it does not create a relationship between principal and agent, or otherwise between the parties. Neither party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this contract. All employees of each party shall remain the employee of the party and shall not be subject to any direction or control by the other party. Nothing contained in this agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the parties. It being understood that the sole relationship created hereby is one of the independent contractors.

No Third-Party Beneficiaries:

Nothing express or implied in this contract is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

Data Privacy:

The parties shall comply with all regulations governing government data created, collected received, stored, used, maintained, or disseminated by City of Princeton, Princeton Police Department, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and Minnesota Statute 626.556 Subd. 11(c). To maintain extent that data is independently generated by the service Provider, the Service Provider agrees to maintain the privacy of the data pursuant the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPPA") and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rule at 45 C.F.R. Parts 160, 162 and 164 (HIPPA Rules).

Audit Clause:

The books, records, documentation, and accounting procedures and practices of the Service Provider relevant to this contract shall be subject to examination by the City of Princeton and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

Jurisdiction and Venue:

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. The venue for all legal proceedings arising out of this contract, or breach thereof, shall be in Mille Lacs County District Court.

Supplier Wellness, LLC




Signature

Andrea M. Hensel, MA, LMFT




Date

City of Princeton


Thom Walker

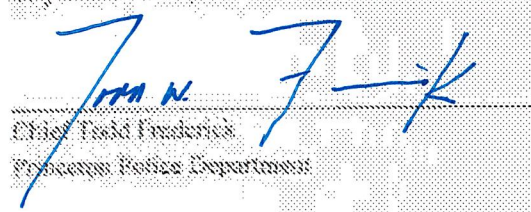
Mayor, City of Princeton

Date


Michelle McPherson

City of Princeton, Administrator

Date


Chief Todd Frederick

Princeton Police Department

Date



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Sunrise Wellness, LLC

Signature

Andrea M Hendel, MA, LMFT

Date**City of Princeton**

Thom Walker

Mayor, City of Princeton

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Michelle McPherson

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Chief Todd Frederick

Princeton Police Department

Date