

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: February 27, 2023  
Item No.: 10.j

Department Approval



City Manager Approval



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Item Description: Consider Approval of a Partnership with People Incorporated to Expand Mental Health Services

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**BACKGROUND**

The Roseville Police Department (RPD) requests to enter into an agreement with People Incorporated to expand the services provided to individuals needing crisis intervention and mental health support.

Too many people with behavioral health issues encountered by law enforcement continue to struggle without adequate treatment or are arrested and/or incarcerated because they cannot access adequate community-based services. Roseville Police Department, like many others locally and across the country, has seen a significant increase in the number of crisis calls over the last decade. Since 2020, the Roseville Police Department has seen a 50% increase in mental health related calls. The CDC estimates that 1 in 5 Americans will experience a mental illness in given year and 1 in 25 Americans live with a serious mental illness.

In 2021, the Roseville City Council approved entering into a three year partnership with Ramsey County to embed two county social workers at RPD. The two social workers work alongside RPD’s Community Action Team to provide stabilization and follow up support for people experiencing a mental health crisis. Ramsey County agreed to fund the first position and Roseville funded the second position utilizing American Rescue Plan Act (ARPA) funds.

Over the past years, the landscape of embedded social workers has been evolving, with co-response now the gold standard. RPD has been working with Ramsey County on moving towards a co-response model, where county social workers are paired with law enforcement officers in responding to calls that involve people who are having either a mental health crisis or have other health or social service needs. As we transition to a co-response model, it will leave less time for the social workers to provide follow up support, with their primary time spent on immediate crisis stabilization in the field.

The People Incorporated mental health outreach worker would be the next step in the continuum of care, providing follow up support and connecting families with the appropriate resources. Although crisis stabilization is crucial, it also is important that individual and families have support and case management in place to ensure long term stabilization. The mental health outreach worker would be embedded in the police department, collaborating with our Community Action Team and the embedded social workers.

Under the agreement with People Incorporated, they would fund 50% of the embedded outreach position through grant funding (\$50,000 a year for two years). The Roseville Police Department seeks to utilize ARPA dollars to fund the remaining 50% of the position (not to exceed \$50,000 per year for two years). There is no city obligation to fund the position at the end of the two year agreement.

At the end of the pilot with both People Incorporated and Ramsey County (2025), the Roseville Police Department will evaluate and determine the needs of our community moving forward. We also will be

32 continuing to explore additional funding sources beyond 2025 for mental health workers and embedded social  
33 workers, including county, state and federal grants.

34 **POLICY OBJECTIVE**

35 The Roseville Police Department seeks to expand the services available to individuals needing crisis  
36 intervention and mental health support. The embedded mental health outreach worker will help ensure  
37 individuals and families have follow up support and case management in place to ensure long term  
38 stabilization. The mental health worker will collaborate with and work alongside RPD’s Community Action  
39 Team and Ramsey County Embedded Social Workers. Expanding mental health services advances the City’s  
40 community aspiration of being physically and mentally well.

41 **RACIAL EQUITY IMPACT SUMMARY**

42 Minnesota has significant health disparities among populations of color, American Indians, LGBTQ people,  
43 immigrants, refugees, active military and veterans, and other cultural groups. These populations have shorter  
44 life spans and higher incidence of chronic illnesses including mental illnesses. According to the MN DHS  
45 Mental Health Task Force Report to the Governor “the social determinants of health help explain why diverse  
46 cultural communities often experience below average mental health outcomes. A recent report by MDE  
47 explains that disparities— population-based differences in health outcomes—are intricately linked with  
48 social, economic, and environmental conditions. Living in poverty has the most measurable effect on the rates  
49 of mental illness. People in the lowest strata of income, education, and occupation are about two to three  
50 times more likely than those in the highest strata to have a mental disorder. Moreover, structural racism,  
51 intergenerational trauma, and genocide have lasting effects on people and cultures, leading to disparities that  
52 are reproduced generation to generation.”

53 This initiative seeks to disrupt the disparities that exist by expanding mental health services available to those  
54 who are experiencing a mental health crisis.

55 **STAFF RECOMMENDATION**

56 Approve the agreement with People Incorporated to expand mental health services. The agreement has been  
57 reviewed by the Roseville City Attorney.

58 **REQUESTED COUNCIL ACTION**

59 Approve the agreement with People Incorporated to expand mental health services in the Roseville  
60 community.

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Prepared by: Erika Scheider, Chief of Police  
Attachments: A: Agreement with People Incorporated

## COLLOCATION OF MENTAL HEALTH SERVICES AGREEMENT

This AGREEMENT, entered into this day of February 15, 2023, by and between City of Roseville, Minnesota, a Minnesota municipal corporation (hereinafter the “City”) and People Incorporated, a Minnesota nonprofit corporation (hereinafter “People Incorporated” or “People”).

### RECITALS:

**WHEREAS**, the City operates a Police Department known as the Roseville Police Department (hereinafter the “Police Department”); and

**WHEREAS**, from time-to-time, individuals interacting with the Police Department may require mental health therapy and support services from licensed and experienced mental health professionals in order to address their social, emotional and behavioral needs (the “Mental Health Services”);

**WHEREAS**, the Police Department does not provide Mental Health Services, but does interact with and refer individuals in need of Mental Health Services to other agencies who do offer such services; and

**WHEREAS**, People Incorporated is in the business of providing Mental Health Services in order to improve the mental health and social functioning of individuals;

**WHEREAS**, People Incorporated has entered into a grant agreement with Medica for the expansion of Mental Health Professionals embedded with local law enforcement (the “Program”); and

**WHEREAS**, in order to enhance the process of referring and facilitating services for individuals who may require Mental Health Services, the Police Department desires to make available a portion of the office space in their administrative building for use by People Incorporated in furtherance of the Program during certain regular hours on selected days and times during the week; and

**WHEREAS**, the parties hereto now desire to enter into an agreement whereby People Incorporated shall use a designated portion of the building for the purpose of providing Mental Health Services and the Program to individuals referred to it in accordance with terms and subject to the conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Staffing.** People Incorporated shall dedicate one full-time employee (40 hours per week) Mental Health Professional (“MHP”) as part of the Program who will provide Mental Health Services at the Police Department, who will be an employee of People Incorporated and not an employee or contractor of Police Department or City.

2. **Hours.** The MHP will work 32 hours per week on Services (as defined below) to Police

Department. MHP will be present five days per week, Monday-Friday, beginning no earlier than 7am and ending no later than 6pm. MHP will spend 8 of the 40 hours per week completing training and administrative work.

3. **Services.** The MHP will provide Services which include:

- Performing case management duties, such as completing referrals and comprehensive evaluations, as well as connecting individuals with mental health resources. MHP will
- Reaching out to individuals identified by Police Department as being in need of Mental Health Services; or
- Riding along with Police Department to assist with individuals in the field.

4. **Department Requests.** Police Department will designate specific officers to request Services from MHP. MHP may decline outreach or ride-along requests from Police Department, based on their reasonable assessment of the appropriateness of the request.

5. **Data Privacy Practices.** Both Parties will abide by all public records and privacy laws. Police Department will not request that MHP disclose any individual's protected health information ("PHI") or any information protected by the Health Insurance Portability and Accountability Act, the Minnesota Government Data Practices Act, or other law. Police Department will take proactive measures to avoid access to PHI and will disclose to MHP if PHI is accessed in error. People Incorporated acknowledges that all data provided, produced, or obtained under this Agreement, shall be protected, maintained, and administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"), and that with regard to such data People's Incorporated must comply with the Act as if it were a government entity.

6. **Termination of Agreement.** Either party hereto may terminate this Agreement by providing thirty (30) days written notice of such intent to the other party pursuant to Paragraph 7 below. The Police Department may terminate this Agreement immediately upon written notice to People Incorporated in the event the Police Department concludes that People Incorporated personnel, or any one of them, has violated a Police Department policy or procedure, violated a law, jeopardized the mental or physical health of individual, has disrupted the work of the Police Department, or if People has committed a breach of this Agreement. Upon termination of the Agreement, People shall remove all of its materials, equipment and records and otherwise vacate the office space provided by Police Department by not later than the close of business of the next business day following the termination date.

7. **Notices.** All notices or other communications shall be deemed served when personally delivered or mailed by certified or registered mail, postage prepaid, with proper address as indicated below. Until otherwise provided by the parties hereto, all notices or other communications to each of them shall be addressed as follows:

To the Police Department:

City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113

To People Incorporated:

People Incorporated  
Attn: General Counsel  
3000 Ames Crossing, Suite 600  
Eagan, MN 55121

8. **Insurance.** People warrants and represents that it has acquired, and will maintain during the term of this Agreement, general liability coverage in amounts which meet or exceed the amounts prescribed in Minn. Stat. § 466.04, subd. 1(a) and such policy shall name the City of Roseville as an additional insured party. People warrants and represents that it has acquired, and will maintain, professional malpractice insurance coverage in amounts which meet or exceed the amounts prescribed in Minn. Stat. § 466.04, subd. 1(a) as well as worker's compensation insurance. Within thirty (30) days of the date of execution of this Agreement, People shall provide a certificate of insurance for each such policy to the City of Roseville. People shall also ensure that each such policy of insurance includes a provision that requires the insurers or any one of them to give the City of Roseville thirty (30) days prior written notice of cancellation of any of the aforementioned insurance policies.

9. **Status of People; Supervision of Employees.** People acknowledges and agrees that (1) People is not an agent, servant, or employee of the City of Roseville or Police Department and that People's authority is specifically limited to the contractual rights and obligations assigned under this Agreement; (2) People shall have no authority to bind the City of Roseville or Police Department for the performance of any services or to otherwise obligate the City of Roseville or Police Department; (3) People, its employees, agents or volunteers shall not be considered, under the provisions of this Agreement or otherwise, as having employee status and, accordingly, People shall be responsible for payment of all compensation, payments, contributions, and any costs related to its employees, volunteers or agents and all taxes, costs and fees arising out of the People's activities under this Agreement; and (4) People shall exercise its own discretion in respect to the performance of its duties under this Agreement. People acknowledges and agrees that it is solely responsible for supervising and directing its employees, volunteers and agents in the provision of all terms of this Agreement including Mental Health Services to individuals.

10. **Employee Misconduct; Removal.** People agrees that upon notification that an employee, volunteer or agent of People has violated a law, policy, procedure or requirement People was or reasonably should have been aware of, has jeopardized the mental or physical health of an individual, or has disrupted the service of the City of Roseville or Police Department, People will immediately withdraw such employee, agent or volunteer and will, in a commercially reasonable manner, ensure that there is continuity in services at the Police Service Site.

11. **Police Department Equivalent Position.** Police Department agrees that if it wishes to create an internal position equivalent to the embedded MHP while this agreement is in effect, it will notify People Incorporated as soon as possible. If the contract is ended early due to the creation of such a position and the Police Department hires a People Incorporated staff person who provided services under this agreement into the position, Police Department agrees to pay People Incorporated \$9,000 in damages per each month remaining in the original contract terms.

12. **Indemnification.** People shall defend, indemnify, and hold harmless, the City of Roseville, its officers, agents and employees against any and all loss, liability, damage, or

expense, including any direct, indirect or consequential loss, liability, damage, or expense arising out of or in connection with the performance of the provisions of this Agreement to the extent caused by any intentional, willful, wanton, reckless or negligent conduct of People, its employees, agents or volunteers in carrying out People's obligations under this Agreement. However, indemnification obligations of this section do not apply in the event the claim or cause of action is the sole and direct result of negligent conduct of the City of Roseville, its officers, agents and employees.

**13. *Entire Agreement/Modifications/Applicable Law.*** This Agreement contains all of the agreements and understandings between the parties and supersedes and replaces any prior negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

**14. *Severability.*** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, rules or regulations, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement.

**15. *No Oral Waiver.*** No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.

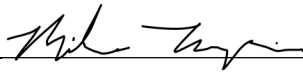
**16. *Counterparts.*** This Agreement may be executed in one or more identical counterparts, which, when taken together, shall constitute a single Agreement.

***IN WITNESS WHEREOF,*** the undersigned parties hereto have duly executed this Agreement as of the date indicated next to the name of the party who signs below.

***[Signature Page(s) to follow]***

**PEOPLE:**

People Incorporated, a Minnesota non-profit corporation

By: 

Name: Mike Turpin

Its: CAO & General Counsel

Dated: 2/15/2023

\_\_\_\_\_  
**City of Roseville:**

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

Dan Roe

Its: Mayor

Dated: \_\_\_\_\_

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

Patrick Trudgeon

Its: City Manager

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