



**Marty Kelly**  
Goodhue County Sheriff

430 West 6<sup>th</sup> Street  
Red Wing, MN 55066  
Office (651) 267.2600  
Dispatch (651) 385.3155

TO: Goodhue County Board of Commissioners  
FROM: Sheriff Marty Kelly  
Date: December 28, 2022  
RE: Therapy and Consulting Services Agreement

#### SUMMARY

The Goodhue County Sheriff's Office is seeking the County Board's approval to contract with True North Psychology & Consulting, who will provide professional mental health and wellness services to the law enforcement officers of the Goodhue County Sheriff's Office.

#### BACKGROUND

Seeking mental health and wellness services for law enforcement officers has been in the headlines as of late due to the stressful, dangerous and often stigmatized nature of their job. The Goodhue County Sheriff's Office has made this a priority, so we have earmarked \$50,000 in the 2023 budget to go towards professional mental health and wellness services for our law enforcement officers. True North Psychology & Consulting, the company we will contract with for these services, are trained to deal with the mental health issues of law enforcement.

True North Psychology & Consulting will provide mandatory "mental health check-ins" for the entire staff to determine if anyone needs additional therapy. After the mandatory check-in, additional therapy sessions are available for the employee and/or their household members with up to six sessions throughout the year. Also provided in the contract is on-site and consulting services, such as attendance at critical incident debriefings or participation in ride-alongs.

#### RECOMMENDATION

Respectfully request the Goodhue County Board of Commissioners approve the contract with True North Psychology & Consulting for a one year term.

### **OFFICE OF THE GOODHUE COUNTY SHERIFF**

ADULT DETENTION  
CENTER  
651.267.2804

CIVIL DIVISION  
651.267.2601

RECORDS DIVISION  
651-267-2600

EMERGENCY  
MANAGEMENT  
651.267.2639

EMERGENCY  
COMMUNICATIONS  
651.385.3155

*An Equal Opportunity Employer*

## THERAPY AND CONSULTING SERVICES AGREEMENT

This Agreement is made this 28 day of December, 2022 (“**Effective Date**”) by and between **LODESTAR PSYCHOLOGY & CONSULTING**, a division of **TRUE NORTH PSYCHOLOGY & CONSULTING**, a Minnesota limited liability company (“**Service Provider**”) and **GOODHUE COUNTY** by and through its Sheriff’s Office, a municipal corporation of the State of Minnesota (“**Customer**”).

### RECITALS

- A. Service Provider is engaged in the business of providing professional mental health services to law enforcement officers and consulting with law enforcement agencies on mental health wellness topics.
- B. Customer, for the benefit of its officers, their families, and the community, desires to obtain mental health services for its law enforcement officers.
- C. Customer desires to engage Service Provider to provide the mental health services described in this Agreement and Service Provider is willing to provide such mental health services on the terms and conditions in this Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions expressed in this Agreement, the Service Provider and Customer agree as follows:

### AGREEMENT

1. **Services to be Provided.** Service Provider agrees to provide Customer with professional mental health and consulting services as described in Exhibit A attached hereto (the “**Services**”). Service Provider will provide all Services in a manner consistent with the level of care and skill ordinarily exercised by professionals providing similar services. Service Provider will at all times be free to exercise professional judgment and discretion regarding the provision of professional mental health services.
2. **Qualifications.** Service Provider's owner, Amy G. Schweigert, is licensed as a psychologist & marriage and family therapist in the State of Minnesota. She is also a member of PsyPact, which allows the provision of mental health services in AL, AZ, AR, CO, CT, DE, DC, GA, ID, IL, IN, KS, KY, ME, MD, MO, NE, NV, NH, NJ, NC, OH, OK, PA, TN, TX, UT, VA, WA, WV, WI.
3. **Compensation.** As compensation for the Services, Customer will pay Service Provider the compensation set forth in Exhibit B attached hereto (“**Compensation**”). Service Provider will provide Customer with at least 30 days’ written notice prior to the effective date of any fee changes.
4. **Invoices and Payment.** Service Provider will provide invoices to Customer by e-mail on the last day of each month or the first business day of the following month for payment. Service Provider's invoices will contain a description of the services provided, hours, rates, and amounts undertaken by the Service Provider during that billing period. Invoices for therapy will use a unique anonymous code known only to Service Provider for each officer to protect

individual officers' identity. Service Provider will maintain client confidentiality at all times and nothing in this paragraph mandates disclosure of confidential or private data.

Customer will make payment to Service Provider via direct deposit within fifteen (15) days of receipt of the invoice. If Customer fails to pay any invoice within thirty (35) days of the date the invoice is issued, Service Provider may impose an eight percent (8%) late fee.

5. **Term.** The term of this Agreement will begin on the Effective Date and last for a period of one (1) year. This Agreement will automatically renew for subsequent one (1) year terms unless either party gives the other party sixty (60) days notice of nonrenewal.
6. **Termination.** This Agreement may be terminated as follows:
  - a. Service Provider may terminate this Agreement in the event Customer fails to comply with any material term of this Agreement effective thirty (30) days after notice by Service Provider that Customer is not in compliance with such material term.
  - b. Customer may terminate this Agreement in the event Service Provider fails to comply with any material term of this Agreement effective thirty (30) days after notice by Customer that Service Provider is not in compliance with such material term.
  - c. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party.

In the event of a termination, Customer shall pay Service Provider for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

7. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to completed reports, drawings, plans, and specifications prepared and developed specifically at the request of Customer in direct connection with the provision of Services pursuant to this Agreement will become the property of Customer, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Service Provider. Any and all records, information, materials and other work products, including, but not limited to reports, drawings, plans, and specifications developed by Service Provider for general use with Service Provider's clients or in Service Provider's business shall be and remain the property of Service Provider, regardless of whether they are used by Service Provider in fulfilling Service Provider's obligations under this Agreement. Further, nothing in this paragraph shall cause any professional therapy records, notes, or other related documents to become the property of Customer and all such documents shall remain the property of Service Provider or individual Clients. These obligations survive the termination of this Agreement.
8. **Publicity.** Each party must not use the other party's logo publicly or state that the other party endorses its services without the other party's advanced written approval. If one party wishes to use the other party's logo or state that the other party endorses its services, Customer and Service Provider will develop mutually agreed upon language to use when discussing the Services. Both parties agree that any publicity including, but not limited to, press releases, social media postings, and written or oral statements to members of the news media, regarding the Services or the subject matter of this Agreement must not be released unless they comply with this mutually agreed upon language. Both parties acknowledge and agree that due to the nature of the Services, publicity associated with the Services may have a

detrimental effect on Service Provider's ability to effectively provide Services and achieve the desired officer wellness goals. These obligations survive the termination of this Agreement.

9. **Records/Inspection.** Pursuant to Minnesota Statute § 16C.05, subd. 5, Service Provider agrees that the books, financial records, financial documents, and accounting procedures and practices of Service Provider that are relevant to the contract or transaction are subject to examination by the Customer and the state auditor or legislative auditor for a minimum of six years. Service Provider shall maintain such records for a minimum of six years after final payment. These obligations survive the termination of this Agreement.
10. **Data Practices Act and Data Privacy Compliance.** Customer does not intend by this Agreement to delegate a government function to Service Provider and Service Provider agrees that it is not performing a government function. Service Provider agrees to administer any and all data provided to the Service Provider or created, collected, received, stored, used, maintained, or disseminated by Service Provider in fulfillment of this Agreement in accordance with all applicable laws, which may include the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("**MGDPA**"), the Health Insurance Portability and Accountability Act ("**HIPAA**"), and the mandatory reporting obligations of Service Provider's licensed mental health professionals. Service Provider agrees to notify the Customer within five (5) business days if it receives a request for data under the MGDPA, and sooner whenever possible. This paragraph does not create a duty on the part of Service Provider to provide public access to data unless required under the provisions of an applicable law. These obligations survive the termination of this Agreement.
11. **Insurance.** Service Provider will maintain commercially reasonable insurance coverage, including commercial general liability insurance and professional liability insurance throughout this Agreement. Service Provider will provide Customer with copies of current certificates of insurance upon request.
12. **Compliance with Laws.** Service Provider will exercise due professional care to provide Services in accordance with applicable federal, state and local laws, rules, ordinances and regulations in effect from time to time.
13. **No Discrimination.** Service Provider agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
14. **Exclusive Agreement.** Customer agrees that it is retaining Service Provider as the sole mental health care provider for its law enforcement officers for the duration of this Agreement. All employer-paid check-ins, therapy sessions, and mental health care will be provided by Service Provider. Any and all fitness for duty or other evaluations will be sought elsewhere as Service Provider is a care provider and consultant only and does not provide fitness for duty evaluations. Any officer who was receiving employer-paid therapy sessions from an outside entity prior to starting Wellness Programming with Service Provider can continue.
15. **Relationship of the Parties.** For the purpose of this Agreement, the relationship of a party and its employees, agents and servants to the other party and its respective employees, agents and servants will be that of independent contractors. Nothing in this Agreement will be construed, implied, or deemed to create any other relationship between the parties,

including one of employment, agency, joint venture, association, partnership, or any other form of separate legal entity or organization.

16. **Authority.** The parties represent and warrant that, upon its execution, this Agreement will be binding upon each of them and enforceable in accordance with its terms.
17. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person or entities other than the signatories hereto.
18. **Entire Agreement.** This Agreement, including any schedules, exhibits, amendments or attachments thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof.
19. **Severability.** If any term, provision or condition contained in this Agreement is deemed or declared unenforceable, invalid or void, the same will not impair or invalidate any of the other provisions contained herein, which will remain in full force and effect.
20. **Governing Law.** This Agreement and the rights of the parties hereunder will be governed and interpreted in accordance with the laws of the State of Minnesota.
21. **Notices.** Any notices required to be given hereunder will be in writing and may be either delivered personally, emailed to [info@lodestarpysch.com](mailto:info@lodestarpysch.com) or sent by first class mail, postage prepaid, return receipt requested, and properly addressed to the address of the other party stated below. Notices will be deemed received on the date of receipt verification provided by the U.S. Postal Service. Notices will be addressed as follows, or to such succeeding address as one party shall provide to the other in writing:

Service Provider: True North Psychology & Consulting, LLC  
Attn: Dr. Amy Schweigert  
2168 7<sup>th</sup> Ave #262  
Anoka, MN 55303

Customer: Goodhue County Sheriff's Office  
Attn: Major Mike Johnson  
430 West 6<sup>th</sup> Street  
Red Wing, MN 55066

22. **Waiver.** Waiver by a party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.
23. **Amendment.** This Agreement may be amended only by mutual agreement in writing executed by the parties.
24. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and will in no way define, limit or affect the scope and intent of this Agreement.
25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

**IN WITNESS WHEREOF**, Service Provider and Customer have caused this Agreement to be executed by their duly authorized representatives on the respective dates indicated below.

**SERVICE PROVIDER**  
**True North Psychology & Consulting, LLC**

**CUSTOMER**  
**Goodhue County Sherriff's Office**

By: \_\_\_\_\_  
Amy Schweigert, PsyD, LP, LMFT

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

Its: Owner/Clinical Psychologist

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

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

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

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

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

**EXHIBIT A**

**SCOPE OF SERVICES**

1. **Services.** Service Provider and Customer agree that the primary purpose and spirit of these Services are to address personnel mental wellness and to reduce barriers, including lack of access to occupationally competent care providers, to mental health care for law enforcement officers. In furtherance of this goal, Service Provider will provide the following Services:
  - a. Therapy Sessions. Service Provider provides each employee and/or their household members with up to six sessions throughout the year. This will help staff through individual care, couples therapy, family therapy, or a mix, depending on their needs.
  - b. Mandatory Mental Health Check-Ins. Service Provider will check in with your entire staff, from officers to clerks to administration. This way, you will be able to support your team and determine if anyone needs additional therapy.
  - c. On-Site and Consulting Services. Service Provider will provide the following services as requested by Customer:
    - i. Telephone or in-person consultation services regarding mental health and wellness.
    - ii. Attendance at roll calls at the start of the program and as needed to introduce the program, answer questions, and provide information.
    - iii. Participation in ride-alongs as appropriate to be a familiar resource and support to the Customer and Clients.
    - iv. Attendance at critical incident defusings or debriefings, when possible.

- v. Department trainings regarding a variety of mental health topics, as well as first responder lifestyle for new employees and their family and couples workshops.

## 2. Logistics.

- a. Contact Information.
  - i. Email: [info@lodestarpsych.com](mailto:info@lodestarpsych.com) or [amy@lodestarpsych.com](mailto:amy@lodestarpsych.com)
  - ii. Website: [www.lodestarpsych.com](http://www.lodestarpsych.com)
  - iii. Phone: (763) 310-8847
  - iv. Practice Address: 13750 Crosstown Dr. NW #102 Andover, MN 55304
- b. Appointment Scheduling. Appointments can be made by emailing or calling Service Provide. A unique department link will be provided for departments to schedule mandatory mental health check-ins.
- c. Location. Services will be provided at Service Provider's office, a mutually agreed upon location at the Customer's department, or virtually via secure telehealth platform.
- d. Urgent Requests. Service Provider is available 24/7/365 with a 1 hour call back time. This can be for emergency check-ins, therapy sessions, or debriefings/defusings.

## **EXHIBIT B**

### **Fees**

- a. Therapy Sessions. \$160/session
- b. Mandatory Mental Health Check-Ins. \$120/session
- c. Critical Incident/Peer Support Consultation 24/7 on call with a 1hr callback time. \$250/month
- d. Emergency Therapy Support. \$175/session
- e. Department Presentations. \$200/hr minimum of 2 hours/presentation
- f. Debriefing/Defusing. \$200/hr minimum of 2 hours/event
- g. Travel Time (outside of 30 mile radius from 55304). \$1/mile