

**CONTRACT BETWEEN THE CITY OF COLUMBIA HEIGHTS
AND CANVAS HEALTH, INC.**

THIS AGREEMENT is made and entered into by and between the City of Columbia 3989 Central Ave NE, Columbia Heights, MN 55421 (hereinafter referred to as the “CITY”) and Canvas Health, Inc., a Minnesota corporation (hereinafter referred to as the “CONTRACTOR”), 7066 Stillwater Blvd North, Oakdale, MN 55128.

WHEREAS, the CONTRACTOR warrants that it is appropriately qualified, licensed and based upon training in areas specifically related to providing mental health, substance use, and crisis services; and

WHEREAS, the CITY wishes to purchase the services of the CONTRACTOR to develop and provide a collaborative crisis intervention response program, and

NOW, THEREFORE, in consideration for the mutual undertakings and agreements hereinafter set forth, the CITY, through its Public Safety Department, and the CONTRACTOR agree as follows:

I. Term of Agreement.

The CONTRACTOR agrees to furnish services during the period commencing **January 1, 2026** (the “Effective Date”), through **December 31, 2026**, irrespective of the date of signatures/execution below. The Contract period shall automatically renew for a subsequent period of the same length unless either party gives the other, at least ninety (90) days, written notice of termination. Any changes to the contract, including but not limited to the annual review and negotiation of payment rates, will be updated through amendments as needed.

II. Services to be Provided and Reporting.

A. The Contractor will provide either licensed mental health professionals or clinical trainees who will be stationed at the CITY’S Police Department to respond with police officers and/or community health workers to individuals who are deemed to be experiencing a mental health or substance use crisis and need resources, coordination of care, and outreach. If a position is filled by a clinical trainee that trainee will always have access to a mental health professional. The CONTRACTOR’S mental health staff is an extension of mobile mental health crisis services and will work alongside the Police Department to de-escalate situations, as well as to connect individuals in need with support resources and provide follow-up.

B. The CONTRACTOR performs intensive mental health services. These positions are collaborative in nature and require working closely and being sensitive to relationships with local schools, court services, private providers, outside resources and internal programs at Columbia Heights, Anoka County, and Canvas Health. The services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

C. The CONTRACTOR will be solely responsible for providing mental health clinical and

administrative supervision of the mental health professional or practitioner.

- D. The CITY and the CONTRACTOR will oversee development and implementation of the program, the record keeping functions, and measurement of program outcomes.
- E. This service is considered an extension of the Mobile Mental Health Crisis Services operated by the CONTRACTOR and is responsible for providing mental health assessment, consultation, coordination of care, and outreach as identified above. Where possible the CONTRACTOR may bill a client's Medicaid, Prepaid Medical Assistance Programs (PMAP), Medicare, or other third-party health insurance for certain designated services as the client has coverage and as the client is willing to provide the CONTRACTOR their insurance information for billing purposes. The CONTRACTOR may retain these revenues to offset the total cost of providing the service described in this contract with the understanding that the anticipated volume of service billing is low.

III. Cost of the Agreement/Billing Instructions.

Services will be billed monthly by the CONTRACTOR to the CITY at a rate of \$137,000 per year or \$11,416.67 per month.

IV. Payment for Services.

Payment for services shall be made directly by the CITY to the CONTRACTOR within 35 days of the CITY'S receipt of an invoice from the CONTRACTOR, pursuant to Minnesota Statutes Section 471.425, Subd.2.

V. Indemnification and Insurance.

- A. The CONTRACTOR agrees that in order to protect itself as well as the CITY, it will at all times during the term of this Agreement keep in force a general commercial liability insurance policy. The insurance policy must meet the tort liability limits under Minnesota Statutes, Sections 3.736 and 466.04. The CITY will be sent a current certificate of insurance on an annual basis.
- B. Any insurance policy obtained and maintained under this Section shall provide that it shall not be cancelled, materially changed, or not renewed without 60 days prior notice thereof to the CITY.
- C. Prior to the Effective Date of this Agreement, and as a condition precedent to this Agreement, the CONTRACTOR will furnish the CITY with a current Certificate of Insurance.
- D. The CONTRACTOR and subcontractors of the CONTRACTOR shall indemnify, defend, and hold harmless the CITY and its officials, employees, contractors, and agents from claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation) caused by any negligent act or omission by the CONTRACTOR, its officials, employees, contractors, and agents engaged by the CONTRACTOR in the performance of the services pursuant to this Agreement.

VI. Compliance with Laws/Standards.

- A.** The CONTRACTOR shall maintain in good standing, all professional credentials necessary to provide the services contemplated and set forth herein.
- B.** The CONTRACTOR shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the subject matter thereof for which the CONTRACTOR is responsible.
1. By signing this Agreement, the CONTRACTOR certifies that it and its principals and its employees: Are not presently banned, suspended, proposed for banning, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or city; and have not within a three-year period preceding this Agreement:
 - a. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b. violated any federal or state antitrust statutes; or
 - c. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 2. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state of local) transaction;
 - b. violating any federal or state antitrust statutes; or
 - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 3. Are not aware of any information and possess no knowledge that any sub-contractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
 4. The CONTRACTOR shall immediately give written notice to the CITY should the CONTRACTOR or employees of the CONTRACTOR come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property. In such instance, the affected employee will be immediately removed from providing any services to the City pursuant to this Agreement and may only be reinstated upon approval of the City. Should CONTRACTOR come under investigation for the allegations noted in this Paragraph, this Agreement may be, at the City's discretion, immediately terminated.

VII. Conditions of CONTRACTORS' and CITY'S Obligations.

- A. The CONTRACTOR agrees to inform the CITY of changes in its ownership, organizational structure, board of director membership, and/or chief executive or chief operating officers within thirty (30) days of occurrence.
- B. It is understood and agreed that in the event the funding source changes and/or is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of services to be provided by the CONTRACTOR under this Agreement, this Agreement may be terminated by either party.
- C. The CONTRACTOR must provide at least 10 days prior notification to the CITY in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of services to be performed by the CONTRACTOR under this Agreement. Upon such notification, the City must determine whether such inability will require modification or termination of the Agreement.
- D. Either party may terminate this Agreement without cause upon giving the other party ninety (90) days written notice.
- E. The CITY will compensate CONTRACTOR for services specified in this Agreement that have been delivered by CONTRACTOR. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.
- F. CITY agrees to provide CONTRACTOR's staff with an appropriate workstation/space, suitable for a work environment. Such space will include access to a telephone, a computer with internet access, a desk and chair, and basic office supplies.
- G. If the CITY determines that funds are not being administered in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this Agreement, the CITY may immediately terminate this Agreement for cause effective once notice has been provided to the CONTRACTOR's designated agent in Section XV of this Agreement.

VIII. Independent Contractor.

- A. The CONTRACTOR and its employees, subcontractors, and agents are an independent contractor and neither the position nor the work of the CONTRACTOR or its employees, subcontractors, or agents shall cause the CONTRACTOR, its employees, subcontractors, or agents to be construed as an employee of the CITY in any way. The CONTRACTOR shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services under this Agreement.

- B. The CONTRACTOR acknowledges and agrees that it is not entitled to receive any of the benefits received by CITY employees and is not eligible for workers' or unemployment compensation benefits.
- C. The CONTRACTOR also acknowledges and agrees that no withholding or deduction for State or for Federal income taxes, FICA, FUTA, or otherwise, will be made by the CITY from the payments due and that it is the CONTRACTOR's sole obligation to comply with the applicable provision of all Federal and State laws.

IX. Data Practices.

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the CONTRACTOR because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other Federal regulations on data privacy. The CONTRACTOR must immediately report to the CITY any requests from third parties for information related to this Agreement including arising out of the services being performed by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR agrees to promptly respond to inquiries from the CITY concerning data requests.

X. Records-Availability and Retention.

- A. Pursuant to Minnesota Statute Section 16C.05 subd.5, the CONTRACTOR agrees that the CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the CONTRACTOR and involve transaction relating to this Agreement.
- B. The CONTRACTOR agrees to maintain these records for a period of six (6) years from the date of termination of the Agreement.
- C. Client records will NOT be in the possession of the CITY. They will be made available for view for the purposes of facilitating supervision by the CONTRACTOR.

XI. Audit and Record Disclosures.

The CONTRACTOR agrees to:

- A. Maintain all records pertaining to the Agreement at address of CONTRACTOR for six (6) years for audit purposes.
- B. The CONTRACTOR must provide the CITY with program expenditures as requested.

XII. Contractor Qualifications and Training.

- A. The CONTRACTOR agrees to use only qualified personnel to provide any services provided by the CONTRACTOR under this Agreement. If licensing or certification is a necessary prerequisite for provision of services, the CONTRACTOR shall ensure that personnel are properly licensed or certified.
- B. The CONTRACTOR agrees to provide or arrange for staff training as required.
- C. A copy of the CONTRACTOR's staff training plan shall be provided by the CONTRACTOR to the CITY upon request.
- D. A background check satisfactory to the CITY must be performed by the CONTRACTOR on all of the CONTRACTOR's employees prior to hire.
- E. The CONTRACTOR agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background check for evidence of maltreatment of adults or minors substantiated under Minnesota Statutes Section 626B.02, subd. 11.
- F. The CONTRACTOR must follow all reporting requirements of Minnesota Statutes Chapter 626B and any other applicable statutes.

XIII. Subcontracting.

The CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the CITY and subject to such conditions and provisions as the CITY may deem necessary. With regard to any subcontractors so retained, the CONTRACTOR shall be responsible for their performance under this Agreement and agrees to comply with prompt payment of any and all subcontractors pursuant to Minnesota Statutes Section 471.425.

XIV. Nondiscrimination.

During the performance of this Agreement, the CONTRACTOR agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, sexual orientation, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal state laws against discrimination.

XV. Representatives.

The following named persons are designated the authorized representatives of parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the CITY, the authorized representative shall have only the authority specifically granted to that person by the City Council. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

City Designee Chief Matt Markham
Columbia Heights Police Department
825 41st Ave. NE
Columbia Heights, MN 55421

Contractor Designee Dr. Khu Thao
Chief Executive Officer
Canvas Health
7066 Stillwater Blvd. North
Oakdale, MN 55128
651-251-5042

XVI. Modifications.

Any alterations, variations modifications, or waivers of provisions of this Agreement will be valid only when they have been reduced in writing, duly signed, and attached to the original of this Agreement.

No claim for services furnished by the CONTRACTOR not specifically provided in this Agreement will be allowed by the CITY nor must the CONTRACTOR do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the CITY. Such approval shall be considered a modification of the Agreement.

IN WITNESS THEREOF, the CITY and the CONTRACTOR, each intending to be bound by this Agreement, effective January 1, 2026, irrespective of the dates of the signatures, certifies that the appropriate person have executed the Contract, as required by applicable articles, by-laws resolutions and ordinances.

City of Columbia Heights

Canvas Health, Inc.

BY: _____

BY: _____

DATED: _____

DATED: _____