

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND JOEL FAY, PsyD AND LOUISA PARKS, PsyD

This Agreement is entered into this 26th day of December, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Joel Fay, PsyD and Louisa Parks, PsyD, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, the goal of this contract is to create changes in systems, policy, and the environment to help law enforcement personnel and their families live longer and better lives.

Whereas, it is necessary and desirable that Contractor be retained for the purpose of creating a program to improve the provision of mental health services and education to peers, officers, family, and retired officers of the Sheriff's Office.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A - Services
- Exhibit B - Payments and Rates

2. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **FOUR-HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$400,000.00)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

The funds set aside for payment of contractor are independent of other funding that may be required for reimbursing trainers, peer training fees, critical incident stress debriefings, psychotherapy and other clinical services that may be arranged by contractor, but not provided by contractor. These other services may require additional contracts.

In the event that contractor provides the clinical services themselves – payment shall be from the \$200,000.00 set forth in Exhibit A of this contract.

4. TERM

Subject to compliance with all terms and conditions, the term of this Agreement shall be from 1/1/18 through 12/31/19.

This Agreement may be terminated by Contractor or by the Sheriff or Sheriff's designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

5. CONTRACT MATERIALS

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. HOLD HARMLESS

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. INSURANCE

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Professional Liability \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. COMPLIANCE WITH LAWS

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification

regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

11. NON-DISCRIMINATION AND OTHER REQUIREMENTS

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the

Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12. RETENTION OF RECORDS: RIGHT TO MONITOR AND AUDIT

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

13. MERGER CLAUSE: AMENDMENTS

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

14. CONTROLLING LAW: VENUE

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

15. NOTICES

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Veronica Ruiz, Management Analyst
San Mateo County Sheriff's Office
400 County Center, Redwood City, CA 94063
(650) 363-7819 | vruiz@smcgov.org

In the case of Contractor, to:

Joel Fay, PsyD
68 Marinita Avenue
San Rafael, CA, 94901
Joel.Fay@gmail.com

and

Louisa Parks, PsyD
Big Dog Counseling, Inc.
815 Creed Road
Oakland, CA 94610
(510) 427-7785 | parkspsyd@gmail.com

16. ELECTRONIC SIGNATURE

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.



17. PAYMENT OF PERMITS/LICENSES

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

FOR CONTRACTOR:

 Contractor Signature	<u>1/4/2018</u> Date	<u>Louisa A. Parks, PsyD</u> Contractor Name (please print)
 Contractor Signature	<u>1/5/18</u> Date	<u>Joel Fay, PsyD</u> Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

EXHIBIT A

SERVICES

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1) DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

- A. The goal of this contract is to create changes in systems, policy, and the environment to help law enforcement personnel live longer and better lives.
- B. Contractor shall assist with the creation, and implementation for the first cycle of an improved mental health/emotional well-being system for law enforcement personnel in the Sheriff's Office. A 5-pronged approach to providing mental health services and education to peers, officers, family, and retired officers of the Sheriff's Office will be developed. Contractor may or may not actually perform the specific clinical services indicated below. In the case that Contractor does not provide these services, Contractor will provide County with referral to appropriate resources, payment of whom shall be made by County independently of this contract. Services outlined below may occur on a repeated, regular basis, or may occur only once. Scheduling to be determined by Contractor and County.

1) 5-pronged approach will consist of:

- A minimum of yearly family education and treatment
 - Training for law enforcement families
 - EAP benefits extended to family members
 - A minimum of yearly officer education and treatment (to include retired officers)
 - Trainers to provide :
 - Emotional survival
 - Compassion fatigue
 - PTSD
 - CIT and CIRT – If requested
 - Yearly Peer Support Team training
 - Trainers to provide :
 - 3-day peer training class
 - WCPR on-site advanced peer training
 - As-needed, Critical Incident Stress Management response, including clinician led debriefings
 - Trainers to provide :
 - CISM training for peer team
 - Once initially, and ongoing, develop a stable of culturally competent therapists in the Bay Area
 - Louisa Parks, PsyD to work with CONCERN EAP and Dr. Scott Morrow to get a workable EAP contract for clinicians
 - Joel Fay, PsyD and Louisa Parks, PsyD to identify competent clinicians
 - Louisa Parks, PsyD to assist clinicians in contracting
 - Joel Fay, PsyD and Louisa Parks, PsyD to provide training to clinicians as needed
- 2) As needed, Interview leadership and selected line staff officers to familiarize Contractor with department culture and needs
- Two 8-hour days per month spent onsite or equivalent

- 3) As needed, meet with leaders of the peer support team to conduct a needs analysis and familiarize Contractor with current state of affairs. Recruit new peer support and CISM members if necessary. Contractor shall provide a total of two 8-hour days or equivalent per month of on-site presence. Specific location to be determined by Sheriff's Office. Some services will be provided by Contractor at his/her professional offices.
- 4) As needed, review existing resources and provide feedback on weaknesses identified. Make recommendations on how to improve:
 - Peer team
 - CISM response and existing insurance
 - CIRT
 - CIT
- 5) Arrange POST-approved classroom and in-vivo peer-support training to identified peer support team members. Utilize the top trainers in this field and require time spent at the West-Coast Post-trauma Retreat Center peer training program.
- 6) Standardize critical incident response per the ICISF model for CISM, including training peers to identify appropriate resources and set up appropriate debriefs. Identify and connect with clinicians capable of facilitating top tier debriefs.
- 7) Provide resiliency training for new recruits/cadets/officers undergoing FTO. Review possibility of additional time in the academy devoted to resilience and basic emotional well-being.
- 8) Arrange classes for family members to include the emotional survival training, as well as a class taught by Ellen Kirschman, author of "I Love a Cop: What Families Need to Know".
- 9) Arrange training in substance abuse and family relationship skills for all sworn personnel.
- 10) Arrange pre-retirement mental health seminars and suggest extension of EAP benefits to recently retired members. Create an online group for retired deputies using social media and suggest content and functionality. Identify point person at Sheriff's Office to update this with news and opportunities for retired members.
- 11) Contractor may provide clinical services as needed (such as debriefings, consultation, or trainings) independently of budget for creating mental health program.
- 12) Provide as-needed consultation as Sheriff's Office takes program into the future.
- 13) Deliverables may be adjusted to include Public Safety Communications and other law enforcement personnel as jointly agreed upon by County and Contractor.
- 14) Contractor may arrange for County to hire trainers, clinicians, and training entities other than Contractor to carry out the clinical services of mental health plan.

EXHIBIT B

PAYMENTS & RATES

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. AMOUNT AND METHOD OF PAYMENT.

- A. County will pay Contractor at a rate of **\$165/HOUR** per consultant for a two-person consultant team.
- B. Invoicing Procedures.
 - 1.) County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:
 - Agreement number
 - Time period covered
 - Brief monthly report on services/work completed and progress made for the invoiced period. The monthly report will be in a format consistent with description of services under Exhibit A.
 - Invoices shall be submitted on a monthly basis
- C. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed **\$400,000.00**. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.
- D. Joel Fay, PsyD and Louisa Parks, PsyD shall submit invoices separately. County shall provide separate 1099 forms yearly for each provider as Joel Fay and Louisa Parks are separate entities with respect to the IRS.