

SERVICE PROVIDER AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”) is entered into this 13th day of October 2023, by and between the Kensington Police Protection and Community Services District (“District”), and Public Safety Family Counseling Group, Inc. (“Consultant”).

SCOPE OF SERVICE

1. The primary purpose of this service contract is to provide 24/7/365 Critical Incident Stress Management (CISM) consultation and response services to the Kensington Police Department (District) and its employees. All services rendered within the scope of this contract are billable per hour against District’s available contract hours unless otherwise stated herein. In the event that no contract hours remain, all services rendered are billable at the overage rate under COMPENSATION.
 - 1.1. CISM services including critical incident stress debriefings, crisis management briefings, on-site response, crisis intervention, and consultation as necessary following extraordinary events encountered by, or impacting, District’s personnel in the course of their duties. Consultant will provide first responder specialized support and short-term individual crisis intervention and, as necessary, appropriate professional referrals to District’s employee assistance program or other suitable venue when indicated.
 - 1.2. Crisis Response and Stabilization Services may be rendered at District’s offices, in the field, at Consultant’s offices, virtually, or other locations as approved by Consultant.
2. Consultant will provide first responder specialized support and short-term individual crisis intervention and, as necessary, appropriate professional referrals to District’s employee assistance program or other suitable venue when indicated.
 - 2.1. Short-term individual crisis intervention is defined as up to five (5) one-on-one crisis intervention sessions per quarter. Such sessions may be provided either in-person at Consultant’s offices or virtually.
 - 2.2. Crisis intervention sessions under this section are not subject to per session time limitation.
 - 2.3. If an employee of District fails to show for an appointment or fails to cancel an appointment with at least 4 hours’ notice on more than two occasions, no shows and late cancellations for that employee shall count against District’s available hours as if the appointment had been kept. If an employee of District fails to show for an appointment or fails to cancel an appointment with at least 4 hours’ notice on a third occasion, no additional appointments shall be granted. This section may be waived on a case by case basis by Consultant when reasonable explanation is provided. Consultant’s decision on a waiver of this section shall be final.
 - 2.4. In the event that an employee self-refers, or is directed or referred by District, because of a suicidal crisis, services shall be rendered without regard to session or time limits until one of the following occurs. The suicidal crisis is stabilized, abated, or resolved, or the affected employee is referred to a higher level or other suitable care.

- 2.5. In the event that utilization of this section exceeds the District's available hours, excess hours shall bill at the overage rate listed under Compensation section 14.
3. Expert collaboration with District Staff regarding issues related to Critical Incident Stress, crisis intervention, education needs, organizational matters, and other psychological services as requested.
 4. Provide on-going training, oversight and consultation to the District's Peer Support Team, should the District decide to implement one at any time during the term of this Agreement, including assisting in program development, team selection, and professional oversight of team operations. Participation in Regional Peer Support Training is included for all District officially designated peers.
 - 4.1. Participation in the Regional Peer Support Coordinators' Meeting is included for District officially designated coordinators.
 - 4.2. Participating agencies share a rotating responsibility for hosting Regional Peer Support and Coordinator Meetings. Responsibility for hosting said trainings and meetings is split among participating agencies on a rotating basis. Training hours are billed to the host agency against their contract hours.
 5. Coordinate as needed with District Staff to offer critical incident stress management support education services for line, supervisory and management staff as requested. Training requests must be submitted at least 90 days in advance.
 6. Coordinate as needed with District Staff to offer additional education services as requested within Consultant's scope of practice. Training requests must be submitted at least 90 days in advance.
 7. Be available by telephone for consultation or call out to critical incidents 24 hours a day, 7 days a week.
 8. When Consultant is unavailable or unable to render services as indicated above, Consultant will notify Staff and make necessary arrangements for referral to appropriate mental health professionals for coverage at no additional cost to District.
 9. Consultant shall not be responsible for computer, video, audio, or other technological needs for District or District's personnel to attend training or access services.
 10. Referrals to third party services such as employee assistance programs, outside wellness training, or recovery/treatment retreats are not covered under this Agreement and are subject to other agreements between District and a third-party provider.

COMPENSATION

11. District will compensate Consultant for a flat fee of \$7,500.00 per Service Period for all services provided up to a total of thirty (30) hours per Service Period, subject to the provisions of the following sections.
 - 11.1. A "Service Period" is defined as a one-year period, running from October 1 through September 30 of each year this Agreement remains in effect.
12. Thirty (30) hours per Service Period are contracted under this Agreement and are available for use at the beginning October 1st of each year this Agreement remains in effect. These account hours are available for use in any service area as defined under **SCOPE OF SERVICE**.
 - 12.1. All hours remaining on account will expire and be permanently lost as of September 30th of each year this Agreement remains in effect.
 - 12.2. All services rendered away from Consultant's physical office are billed portal to portal, including standby time, against the total contracted hours.
13. If more than the allotted thirty (30) hours are used during any Service Period of the contract, and no hours are available from the account, additional hours will be billed at an hourly rate of \$500.00.

ADDITIONAL SERVICE FEES

14. Individual Crisis Intervention Counseling Services
 - 14.1. In the event that an employee requires more than five (5) individual counseling sessions per quarter, either Consultant or the client shall obtain advanced authorization from District. The authorization process shall not require the disclosure of the affected employee's name or other HIPAA information without the affected employee's consent.
 - 14.2. The rate for additional in office counseling services under this section shall be \$250.00 per session hour, billable in 30-minute increments with a one (1) hour minimum.
 - 14.2.1. The District may authorize Consultant to draw from the District's available hours bank to cover additional sessions authorized under this section. District understands that this may result in overage charges at the higher overage rate if no hours are available in District's banked hours when billing for future services.
 - 14.3. Referrals to third party services such as employee assistance programs, outside wellness training, or recovery/treatment retreats are not covered under this Agreement and are subject to other agreements between District and the third-party provider.
 - 14.4. In the event that an employee self-refers, or is directed or referred by District, because of a suicidal crisis, services shall be rendered without regard to authorization requirements, session limits, or time limits until one of the following occurs. The suicidal crisis is stabilized, abated, or the affected employee is referred to a higher level or other suitable care.

15. ICISF Licensed training courses are subject to the following additional approximated fees.

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| 15.1. ICISF Registration and Licensing | \$300 per course |
| 15.2. Materials Fees | \$200 per person |
| 15.3. ICISF Certificates | \$20 per course, per person |

16. Training courses hosted by anyone other than District are not included within the scope of this Agreement and are subject to an additional fee. Fees for outside training are set by the host entity and District shall be responsible for any determination to send and all related costs for sending personnel to any outside training.

17. Authorization for additional services or increases in the hourly/monthly rate may be given at the sole discretion of the Chief of Police or their designee. Requests for additional services may be made in writing, via email, in-person, or telephone voice call. All increases are subject to District's preexisting purchasing policies.

ADDITIONAL SERVICE TERMS

18. Cancellation

- 18.1. Due to legal and ethical requirement surrounding patient abandonment, cancellation shall be initiated in writing by the cancelling party at least 30 days prior to the final date of service in order to allow for termination or transition of the clinical relationship between Consultant and any District personnel seeking care.
- 18.2. The final day of service under this Agreement shall fall upon the last day of the month.
- 18.3. Upon cancellation, all fees for services performed prior to cancellation shall become due and payable within 30 days of receipt of a final invoice for services rendered through the final date of service and all account hours are forfeit.
- 18.4. Accounting of hours shall be on a whole month basis only, running from the first day of the month through the last day of a month.

19. Expert Witness Fees

- 19.1. Services rendered under this Agreement do not include expert witness fees, deposition, court fees, representation, or testimony for or during any legal or formal administrative proceeding. Fees related to any actual or proposed action in any proceeding start at \$500.00 per hour and are subject to a minimum advanced deposit prior to any required appearance.

20. Payment

- 20.1. Payment for services rendered under this Agreement are based on an annual prepayment of \$7,500.00 for up to thirty (30) hours of service. Payment is due on October 1, 2023, at the commencement of the term of service.

20.1.1. Invoices for any subsequent charges or overage fees shall be billed monthly in arrears on an “as utilized” basis with net-30 terms.

21. Copyright and Right of Use

21.1. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes or any original works of authorship created by Consultant or its subcontractors or subconsultants in connection with services performed under this Agreement shall be deemed the exclusive intellectual or otherwise licensed property of Consultant and Consultant shall retain all rights therein. Consultant shall grant a right of use license to District while the District remains under contract with Consultant and the materials are created or branded for District’s use at no additional charge.

22. Ownership of Documents

22.1. All documents, data, drawings, designs, reports, studies, memoranda, or any other items or work product prepared or obtained by Consultant or its subcontractors or subconsultants in connection with services performed under this Agreement are instruments of Consultant’s services. They are not intended, nor are they represented to be suitable for reuse by others on extension of this project or on any other project. Any reuse without specific, written verification and adaptation by Consultant for the specific intended purpose will be at the user’s sole risk and without liability or legal exposure or expense to Consultant. Consultant shall not waive their interest in any work product created under this Agreement except where otherwise noted herein. Consultant shall grant a right of use license to District while the District remains under contract with Consultant and the materials are created or branded for District’s use at no additional charge.

23. HIPAA Requirements

23.1. Confidentiality of Consultant’s services and records are governed by State and Federal statutes, court decisions, ethical standards, and generally accepted business practices for their profession. Notwithstanding any other section of this Agreement, no record or other identifying information, including but not limited to HIPAA protected information shall be released without a valid court order, written authorization from the individual(s) affected by the information release, or other legal authority compelling release of such information. Additionally, compliance with any audit or inspection requirement contained herein necessitates an investment of Consultant’s time, efforts, and resources in order to maintain the required confidentiality of records subject to audit or inspection and as such, shall be considered billable hours and compensated according to this Agreement. This section shall supersede all other sections and shall survive termination, cancellation, or expiration and remain in effect indefinitely.

24. Confidentiality of Consultant’s Information

24.1. District shall not disclose any confidential or proprietary information received from

Consultant, including but not limited to client information or other intellectual property, to anyone except District's employees who require access to the information to access Consultant's services without adaptation by Consultant.

- 24.1.1. Notwithstanding the foregoing, Consultant recognizes that District is obligated to comply with the California Public Records Act (California Government Code §§ 6252 et seq.) and that records in the possession of the District may be required to be disclosed. The District will assert exemptions to the California Public Records Act as allowed, including protecting personal contact information and other confidential information as allowed.
- 24.1.2. If the District receives a Public Records Act request for documents related to the Consultant, it will promptly notify the Consultant of such request. The Consultant may then seek to assert protections and privileges in court, as it may deem appropriate. The Consultant shall notify the District within 5 days if it will seek judicial intervention. If it does not, the District will release the requested documents. Nothing herein prohibits the District from asserting any exemptions to disclosure that it deems appropriate.
- 24.1.3. Parties agree to exercise at least the same care, control, and security over records, documents, and/or confidential information obtained from the other party as they would for their own records, documents, and/or confidential information.

25. Billing and Invoices

- 25.1. Consultant shall endeavor to provide a monthly utilization statement and/or invoices to the District no later than the 15th day of each month following the month in which services are provided. The utilization will include a description of services rendered and the date on which such services were provided. In addition, the monthly statement will provide a running account of hours utilized and hours remaining on account. Due to HIPAA restrictions individual client information will at no time be included in accounting information. Utilization statements shall be combined with monthly invoices for convenience. District shall pay all; undisputed invoices within 30 days of receipt.
- 25.2. District shall ensure timely requests for and utilization of Consultant's services. All services not utilized within the one-year term of this Agreement are non-refundable and will be lost as of June 30th. Failure of District to utilize Consultant's services in a timely manner shall not be cause for a refund or extension of time.

26. Notices and Mailings

- 26.1. The following addresses shall be used for purposes of formal notices.

Kensington Police Department
Chief Mike Gancasz
10940 San Pablo Ave, #B
El Cerrito, CA 94530

Public Safety Family Counseling Group, Inc.
Attn: Scott Dansie, Operations Manager
3381 Walnut Blvd., Suite 210
Brentwood, CA 94513

26.2. The following email addresses may be used for informal communication.

Chief Mike Gancasz
mikeg@kppcsd.org

Scott Dansie
scott@psfcg.com

27. Force Majeure

27.1. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, natural disaster, pandemic, death of Provider, public protest or riot, governmental acts that are not caused by or within the control of the nonperforming party, order or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

28. Insurance

28.1. Consultant shall maintain the following insurance for the duration of this Agreement.

28.1.1. General Liability	\$1,000,000.00
28.1.2. Automobile Liability	\$1,000,000.00
28.1.3. Workers Compensation	\$1,000,000.00
28.1.4. Excess Liability (Umbrella)	\$1,000,000.00
28.1.5. Professional Liability	\$1,000,000.00

28.2. Consultant shall supply District with Certificate of Insurance for the specified insurance policies and District shall be names as an Additional Insured thereon.

28.3. Neither Consultant nor Consultant’s insurance providers are able to comply with demands from or supply documents to Third Party Insurance Verification services that District may contract with, currently or in the future, to verify independent contractors’ insurance policies. In the event that District utilizes such services, District shall designate a District staff member to collect insurance documents from Consultant and resolve any verification requirements.

28.4. District has had the opportunity to review all of Consultant’s insurance policies related to this Agreement and will certify that said insurance meets the requirements of any provisions related to insurance requirements prior to execution of this Agreement or District has agreed to waive unmet requirements if they are outside the scope of Consultant’s insurance.

29. Term of Agreement

29.1. The term of this Agreement shall be October1, 2023, through September 30, 2024. This Agreement may be extended by amendment.

29.2. If this Agreement is extended by amendment, the annual rate may be subject to an annual rate fee increase once per twelve month term, as negotiated by the parties at the time of renewal.

SIGNATURES ON NEXT PAGE

SIGNATURES

District

Kensington Police Protection and
Community Services District

Consultant

Public Safety Family Counseling Group, Inc.

DocuSigned by:

Mike Gancasz

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Mike Gancasz
Chief of Police

DocuSigned by:

Elizabeth Dansie

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Elizabeth Dansie
President/CEO

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