

**AN AGREEMENT BY AND BETWEEN THE CITY OF GRAND JUNCTION AND
DENNIS PHELPS FOR POLICE OFFICER MENTAL HEALTH COUNSELING,
TRAINING, AND PEER SUPPORT TEAM ADVISING**

1.0 PARTIES

The parties to this "Agreement" are the City of Grand Junction, a Colorado municipal corporation, hereinafter referred to as the "City" and Dennis Phelps, a Licensed Professional Counselor in accordance with the Colorado Mental Health Practice Act, 12-245-101 *et seq.*, hereinafter referred to as the "Clinician"; collectively the City and the Clinician may be referred to as "Parties" or "the Parties."

2.0 RECITALS AND PURPOSE

- 2.1 The City has applied for and received grant funds to provide mental health services to the City's peace officers (herein "Officers") and civilian employees (herein "Civilians").
- 2.2 The City desires to engage Grand Junction based licensed mental health counselors (the "Pool") to provide mental health services to its Officers and Civilians.
- 2.3 The City needs clinical services for mental health of its' Officers and Civilians and desires to engage the Clinician due to the Clinician's ability to provide mental health services to the specific requirement.
- 2.4 The City desires to engage the Clinician to perform clinical and non-clinical mental health services for Officers, Civilians, and the Peer Support Team as defined herein.
- 2.5 The Clinician possesses the special expertise, license(s), experience, and background necessary to provide the City with the required Services.

3.0 SCOPE OF SERVICES

- 3.1 Clinical Services. The Clinician agrees to provide the following Clinical and Non-Clinical Services for Officers and Civilians as follows:

Critical Incident Response – The Clinician will coordinate with the Peer Support Coordinator or Peer Support Commander of the Grand Junction Police Department to provide availability for response in the event of a Critical Incident. A Critical Incident includes, but is not limited to: officer-involved shooting; use of force which causes death or serious bodily injury; an in-custody death; the on-duty death or serious injury of an Officer; a traumatic off-duty incident involving an Officer (such as a suicide); and any incident deemed a Critical Incident at the discretion of a member of the Grand Junction Police Department ("GJPD") command staff. The Clinician will make all reasonable efforts to respond in person at any time of day or night when requested, and provide the level and type

of care of a reasonably competent and skilled clinician with training and licensure by the State of Colorado as a mental health counselor.

Critical Incident Debrief – The Clinician will provide a debrief session for Officers and Civilians that were involved critical incident. A debrief is a group session where individuals discuss the incident with the Clinician present.

Individual Therapy – The Clinician will provide clinical mental health counseling services on an as-needed basis by appointment. The scope of services for each case will vary according to the Clinician’s professional judgment, but the Clinician will provide the level and type of care of a reasonably competent and skilled clinician with training and licensure by the State of Colorado as a mental health counselor. As-needed mental health counseling Services are limited to providing short-term and crisis care for Officers and Civilians and is not intended as a long-term therapeutic program. In the event an Officer or Civilian needs care that is outside the short-term scope of this service, the Clinician shall refer that Officer or Civilian to resources outside of this program.

Annual Wellness Checks – The Clinician will provide annual mental wellness checks to Officers and Civilians as necessary to the level of a reasonably competent and skilled clinician in this field.

Office Hours – The Clinician will provide time for which the Clinician will be available, in person, at the GJPD Headquarters, for informal mental health related communication with Officers and Civilians. This communication is intended to provide Officers and Civilians with ease-of-access to mental health services, for Clinicians to build rapport with Officers and Civilians, and for Clinicians to triage mental health issues of Officers and Civilians and assist in accessing therapy or other mental health services as necessary. Office Hours are not intended to provide Individual Therapy. The Office Hours schedule shall be maintained through the Peer Support Team Coordinator or Commander.

3.2 Non-Clinical Services.

Training – The Clinician, in coordination with other clinicians in the Pool and the Peer Support Coordinator, will provide up to six (6) training sessions per calendar year to Officers and Civilians. This training includes but is not limited to in-service training for Officers and Civilians on peace officer-related mental health topics, and basic training and best practices for Peer Support Team members.

Ongoing Support – The Clinician, in coordination with other clinicians in the Pool and the Peer Support Coordinator, will provide ongoing support and guidance to Peer Support Team members. The Clinician agrees to provide Peer Support Team members with an active e-mail address and/or phone number and will respond to inquiries from members within one business day.

Peer Support Clinical Advisor – The Clinician will serve, along with other clinicians in the Pool, as a Peer Support Clinical Advisor, as defined in GJPD policy ADM-192. The

Clinician may assist in the selection, training, and retention of Peer Support Team members, provide consultation regarding client and other program matters as needed, and review policy and Peer Support Team responses in conjunction with the Team Coordinator for program improvement.

Trust-Building Activities – The Clinician may attend briefings, ride along with Officers, or attend other employment functions at the discretion of the Clinician and the Peer Support Team Coordinator or Commander for the purposes of building rapport and trust between the Clinician and the Officers and Civilians.

On-Call – The Clinician will be available 24 hours per day for critical incident response as defined in Clinical Services and for consultation with the Peer Support Team. The Clinician’s on-call schedule will be maintained and coordinated through the Peer Support Team Coordinator or Commander. While intended to be flexible to accommodate various schedules, the expectation is that there is at least one Clinician on-call at all times, and the Clinician is on-call for at least one week per month.

4.0 COMPENSATION

- 4.1 Beginning February 2022, through termination of this Agreement under section 15.0, the Clinician will be paid \$625.00 per calendar month as a “Monthly Retainer.” In exchange for this Monthly Retainer, the Clinician will make himself/herself available to the City for:
- a. Three (3) hours per month for Office Hours.
 - b. Six (6) training sessions, at least one (1) hour in length each, per calendar year, in coordination with the Pool of clinicians and the Peer Support Team Coordinator.
 - c. Trust-Building Activities at the discretion of the Clinician and Peer Support Team Coordinator or Commander.
 - d. On-call schedule as maintained and agreed by the Peer Support Team Coordinator or Commander.
- 4.2 For Officers and Civilians that require Individual Therapy, the Clinician shall refer them to the City’s Employee Assistance Program (EAP). The Clinician is not precluded in this Agreement from providing Individual Therapy to Officers or Civilians under the EAP if the Clinician is a duly authorized provider.
- 4.3 For Clinical and Non-Clinical Services that are not covered under 4.1 and 4.2, the Clinician shall be reimbursed at the following rates:
- a. Critical Incident Response: \$250 per hour.
 - b. Individual Therapy; Critical Incident Debriefs; Annual Wellness Checks: \$100 per hour.

- 4.4 Before the Clinician may begin Services subject to section 4.3, the Clinician shall obtain authorization from either the Peer Support Team Coordinator or a GJPD Commander. A callout for a critical incident is considered authorization for that service. Additionally, Clinician is authorized to provide a single Individual Therapy session for any Officer that engaged in a use of deadly force and a single Critical Incident Debrief session per critical incident under the rates established by section 4.3 without seeking prior authorization.
- 4.5 The GJPD shall provide the Clinician with the room and facilities for Services which may be provided at the GJPD. All other equipment necessary or required to perform the Services shall be provided by the Clinician.
- 4.6 Should the Clinician be unable to perform Services due to vacation, illness, or other reason, which prevents the Clinician from performing Services in section 4.1, the Clinician shall notify the Peer Support Team Coordinator or Peer Support Commander. At the GJPD's discretion, the GJPD may carry Office Hours and other Services and add them to another month in which the Clinician is available.

5.0 INVOICES

- 5.1 The Clinician shall submit an invoice to the City through the GJPD once a month on or before the 10th day of each month detailing the scope of services provided the previous month.
- 5.2 The invoice(s) shall record the Services performed for the period being billed, the hours worked and the hourly rate, if any, charged for the Services whether Clinical, Non-Clinical, and identify the category of services provided, such as "Office Hours" or "Training," as enumerated in section 3 of this Agreement. Invoices shall be paid within fourteen (14) days of receipt unless the City notifies the Clinician in writing that the Services and/or the documentation is unsatisfactory.
- 5.3 Clinicians shall use a unique identifier in each line item on each invoice, known only to the clinician, to identify clients for whom Services are rendered. Clinicians shall identify on the invoice whether the particular line item was Services rendered to an Officer or Civilian.

6.0 REPRESENTATION

The City is entering into this Agreement with the Clinician for Services. The Services shall be provided exclusively by the Clinician and the Clinician shall not assign or designate another person to perform Services on his/her behalf.

7.0 TERM

Services under this Agreement shall commence on February 1, 2022, and shall continue until terminated pursuant to section 15.0.

8.0 CONFIDENTIALITY

- 8.1 Other than information provided pursuant to paragraph 4.4, the Clinician shall keep all information regarding individuals receiving Services including but not limited to their identities, the intervention process or case issues disclosed unless:
- a. The Officer or Civilian has signed a release as required by State and Federal law;
 - b. Confidentiality is otherwise waived by the Officer or Civilian;
 - c. The Officer or Civilian is assessed as unable to safely perform the duties his or her position requires, or
 - d. Such information is otherwise releasable by law.
- 8.2 The Clinician shall maintain all notes, records, and other document and information (“Notes”) generated by or because of providing or offering to provide Services, as the property of the Clinician and governed by the doctor/patient relationship as allowed by law. Notes are not to become part of the employee’s personnel file but shall be kept as separate and independent psychological records by the Clinician.

9.0 INSURANCE

- 9.1 The Clinician shall procure and maintain malpractice and liability insurance with a minimum limit of \$1,000,000 per occurrence or claim; to cover all liability, claims, demands and other obligations assumed by the Clinician pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Clinician to maintain such continuous coverage.
- 9.2 Procure and maintain an owned, leased, or rented automobile with insurance coverage meeting coverage requirement under Colorado law for the Clinician’s automobile that will be used for purposes of providing Services.
- 9.3 The Parties hereto understand, agree, and rely on and do not waive or intend to waive by any provision of this Agreement, the City’s immunity or the monetary limitations or any other rights, immunities, and protections provided by law, including but not limited to the Colorado Governmental Immunity Act, 24-10-101 *et. seq.*, 10 C.R.S., as from time to time amended.

10.0 INDEMNIFICATION

The Clinician agrees to indemnify and hold harmless the City from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which arise out of the Work to be performed under this Agreement if such injury, loss or damage is caused by or is claimed to be caused by the act, omission or other fault of the Clinician.

11.0 QUALITY OF WORK

Services shall be in accordance with the prevailing standard of practice normally exercised in the performance of Services of a similar nature by persons of similar training and experience. Services

shall be rendered based on the Clinician's best professional judgment, experience, and training and shall be consistent with the law and established professional standards of practice. The Clinician does not guarantee any particular result and agrees to use and exercise his/her best professional judgment in providing the Services.

12.0 INDEPENDENT CONTRACTOR

- 12.1 The Clinician is and shall be independent and not an employee of the City. Any provisions in this Agreement that may appear to give the City the right to direct Clinician as to details of doing work or to exercise a measure of control over the work mean that Clinician shall follow the direction of the City as to end results of the work only. **As a non-employee the Clinician is neither entitled to workers' compensation benefits (except as may be provided by the Clinician) nor to unemployment insurance benefits. The Clinician is obligated to pay all federal and state income tax on any money earned or paid pursuant to this Agreement.**
- 12.2 The Clinician shall create and maintain his/her own work schedule and may limit hours for Services to specific days of the week and hours of the day. Clinician shall ensure that she is reasonably available to provide the Services and his/her schedule is capable of accommodating a variety of Officer and Civilian schedules.

13.0 ASSIGNMENT

The Clinician shall not assign or delegate his/her responsibilities arising out of or under this Agreement or any portion thereof, or any monies due to or become due hereunder without the GJPD's prior written consent.

14.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default. If either Party is believed to be in default, the other Party shall notify the Party in default in writing within thirty (30) days of discovery. The Party in default shall be given thirty (30) days from the date of notice to cure the default. If the default is not cured, the aggrieved Party may terminate this Agreement subject to paragraph 15.0 and seek legal or equitable remedy under Colorado law. In the event of such termination, the Clinician will be paid for the reasonable value of the Services rendered to the date of termination and upon such payment, all obligations of the City to the Clinician under this Agreement will cease.

15.0 TERMINATION

This Agreement may be terminated by either Party for its convenience and without cause of any nature by giving written notice at least thirty (30) days in advance of the termination date. In the event of such termination, the Clinician will be paid for the reasonable value of the Services rendered to the date of termination and upon such payment, all obligations of the City to the Clinician under this Agreement will cease.

Termination pursuant to this paragraph shall not prevent either party from exercising any other legal or equitable remedy under Colorado law.

16.0 ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees, including the value of in-house counsel, and related court costs. Venue for any action arising out of or under this Agreement shall be in a court of competent jurisdiction in Mesa County, Colorado.

17.0 COMPLIANCE WITH LAWS

Clinician shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City, for payment of all applicable taxes, fees, costs and charges and for obtaining and keeping in force all applicable licenses, permits and/or approvals.

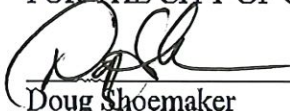
18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the Parties and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the Parties may amend this Agreement.

19.0 NON-DISCRIMINATION

The Clinician shall not unlawfully discriminate against any person because of race, color, religion, age, sex, gender identity, gender expression, disability, or national origin in performing the Services provided for by this Agreement.

FOR THE CITY OF GRAND JUNCTION



Doug Shoemaker
Grand Junction Police Chief

Date 1/25/22



Dennis Phelps

Date 1/10/22