

**AN AGREEMENT BY AND BETWEEN THE CITY OF GRAND JUNCTION AND
JAMI LLOYD, LPC FOR PEER SUPPORT TEAM CLINICAL SUPERVISOR**

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 Jami Lloyd, LPC, a Licensed Professional Counselor hereinafter referred to as the "Clinical Supervisor."

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Clinical Supervisor for the purpose of performing clinical and nonclinical services as the Peer Support Team Clinical Supervisor for the Grand Junction Fire Department ("GJFD").
- 2.2 The Clinical Supervisor represents that she has the special expertise, license(s), experience and background necessary to provide the City with the Services.

3.0 SCOPE OF SERVICES

The Clinical Supervisor agrees to provide Clinical Services which are counseling/psychological services for individuals or individuals and the individuals' spouses and Critical Incident Debriefing Services. Non-clinical Services are all other services provided by the Clinical Supervisor, including but not limited to, ensure quality of service of the GJFD Peer Support Program, provide program guidance to the Team Coordinator of the Peer Support Program, in-service training for members of the GJFD, in-service training and supervision of the Chief-appointed-GJFD-Peer Support Team Members, assist in the selection of team members for the Peer Support Team, review requests for leave of absence of a team member, assist in the development of operational guidelines, and services as otherwise agreed to by the Parties. Hereinafter referred to as "Work." The Work is provided as a part of the GJFD Peer Support Program and shall follow the Policy and Procedures and Operational Guidelines of the program. The scope of services and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

4.0 COMPENSATION

- 4.1 Beginning January 2019, the Clinical Supervisor shall be paid for Nonclinical Services under this Agreement a monthly flat rate of \$420.00 per month. The flat rate is not for a specific number of hours but for the time period necessary to complete the Nonclinical Services in a month. Such amount shall be inclusive of all costs of whatsoever nature associated with the Clinical Supervisor's efforts.
- 4.2 The Clinical Supervisor shall be paid \$100.00 per hour for any Clinical Services, including Critical Incident Debriefing, requested by and/or approved by the GJFD Chief or the GJFD Chief's designee in writing. The rate is based on time not numbers served during the hour

for the Clinical Services or the Critical Incident Debriefing. The request/approval shall be in writing stating specifically the type of services to be provided, the number of hours approved for services, and to whom the services are to be provided.

- 4.3 The Clinical Supervisor shall submit an invoice to the City through the GJFD once a month on or before the 10th day of each month detailing the scope of services provided the previous month. The invoice(s) shall record the Work performed for the period being billed, the hours worked (in no less than quarter hour intervals) and the hourly rate charged for the Work whether Clinical, Nonclinical, and/or Critical Incident Debriefing. Invoices shall be paid within ten days (10) days of receipt unless the City notifies the Clinical Supervisor in writing that the Work and/or the documentation therefor is unsatisfactory.
- 4.4 The City shall provide the Clinical Supervisor with the room and facilities for Nonclinical Services which may be provided at the GJFD. All other equipment necessary or required to perform the Work shall be provided by the Clinical Supervisor.

5.0 REPRESENTATION

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

6.0 TERM

The Work under this Agreement shall commence on January 1, 2019 and shall continue through December 31, 2019 unless otherwise terminated as set forth in this Agreement.

7.0 CONFIDENTIALITY

- 7.1 The Clinical Supervisor shall keep all information regarding individuals receiving Clinical Services including but not limited to their identities, the intervention process or case issues disclosed unless;
- a. The individual has signed a release as required by State and Federal law;
 - b. Confidentiality is otherwise waived by the individual;
 - c. Individual is assessed as unable to safely perform the duties his or her position requires, or
 - d. Such information is otherwise releasable by law.
- 7.2 The Clinical Supervisor shall maintain all notes generated and be kept as the property of the Clinical Supervisor and governed by the doctor/patient relationship as allowed by law. These notes are not to become part of the employee's personnel file but shall be kept as separate and independent psychological records by the Clinical Supervisor.

8.0 INSURANCE

- 8.1 The Clinical Supervisor shall procure/maintain malpractice and liability insurance; to cover all liability, claims, demands and other obligations assumed by the Clinical Supervisor 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 Clinical Supervisor to maintain such continuous coverage.
- 8.2 Owned, leased or rented automobile coverage for the Clinical Supervisor's automobile that will be used for purposes of the Work.
- 8.3 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.

9.0 INDEMNIFICATION

The Clinical Supervisor agrees to 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 Clinical Supervisor.

10.0 QUALITY OF WORK

The Work shall be in accordance with the prevailing standard of practice normally exercised in the performance of Work of a similar nature by persons of similar training and experience. Work shall be rendered based on Clinical Supervisor's best professional judgment, experience and training and shall be consistent with the law and established professional standards of practice. The Clinical Supervisor does not guarantee any particular result and agrees to use and exercise her best professional judgment in conducting the Work.

11.0 INDEPENDENT CONTRACTOR

- 11.1 The Clinical Supervisor 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 Clinical Supervisor as to details of doing work or to exercise a measure of control over the work mean that Clinical Supervisor shall follow the direction of the City as to end results of the work only. As a non-employee the Clinical Supervisor is neither entitled to workers' compensation benefits (except as may be provided by the Clinical Supervisor) nor to unemployment insurance benefits. The Clinical Supervisor is obligated to pay all federal and state income tax on any money earned or paid pursuant to this Agreement.

11.2 The Clinical Supervisor shall create and maintain her own work schedule and may limit office hours for Clinical Services to specific days of the week and hours of the day. Clinical Supervisor shall ensure that she is reasonably available to provide the Work and her schedule is capable of accommodating a variety of GJFD personnel schedules.

12.0 ASSIGNMENT

The Clinical Supervisor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

13.0 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.

14.0 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 Clinical Supervisor 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 Clinical Supervisor under this Agreement will cease.

Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies that may be available to it.

15.0 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 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.

16.0 COMPLIANCE WITH LAWS

Clinical Supervisor 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.

17.0 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.


18.0 NON-DISCRIMINATION

Clinical Supervisor shall not unlawfully discriminate against any person because of race, color, religion, age, sex, disability or national origin in performing the Work provided for by this Agreement.

THIS AGREEMENT ENTERED INTO ON THIS THE 14TH DAY OF FEBRUARY, 2019:

CITY OF GRAND JUNCTION

By:


Kenneth Watkins
Grand Junction Fire Chief


Jamie Lloyd, LPC