

Professional Services Agreement

This agreement (the “Agreement”) is made and entered by and between Comprehensive Psychological Services Inc., a Utah corporation (“Provider”), and Weber County, a body politic, corporate and a political subdivision of the State of Utah, (“County”) in conjunction with the Weber County Sheriff’s Office (“Sheriff”).

Recitals

Whereas, the Sheriff’s Office desires to have certain services and tasks performed including mental health evaluations, ongoing wellness support, and intervention strategies for employees that are faced with life, family, or health crises;

Whereas, Provider is mental health service provider licensed by the State of Utah and has the skills and necessary capabilities to perform the services set forth in this Agreement;

Now therefore, in consideration of the terms, conditions, covenants, and performance contained herein, the parties do hereby agree as follows:

Terms and Conditions

- 1) **Scope of Services:** The scope of the work that Provider will be expected to provide is as follows and as outlined in more detail in the attached RFP response (Exhibit A) which is hereby incorporated and made a part of this Agreement:
 - a) Provider shall provide, at a minimum, annual mental health assessments for Sheriff’s Office employees. These assessments are expected to be kept separate from Weber County records, and will be used solely to anticipate wellness needs of employees and offer them proactive and anticipatory resources to deal with the ongoing stresses of life and work. These assessments will be held by and managed by the Provider.
 - b) Provider shall have detailed resources available to offer employees for any wellness issue that may arise. At a minimum, the Provider shall have access to mental health therapists, stress management resources, relationship and family counselors, sleep and behavior specialists, substance abuse programs, and suicide prevention plans. In addition, the Provider will offer training to employees on these issues as well.
 - c) Provider may be called upon to provide after action resources for those involved in critical incidents. This may be in place of, or in addition to the debriefs currently conducted by the Sheriff’s Office. Critical incidents may include, but are not limited to instances such as officer involved shootings, line of duty deaths, and witnessed or experienced trauma.
 - d) Provider shall maintain strict confidentiality of the employee’s personal issues pursuant to Utah Code Annotated § 58-60-114.

e) Provider shall provide annual training for office employees on the topic of wellness or other closely related subjects. This training will be an ongoing expectation, and will be dependent on the needs of the office in response to everyday work or possible traumatic events.

2) Compensation Amounts: As compensation for the performance of the services outlined herein, Sheriff shall pay Provider the following fees:

Mental health assessments: \$135 per assessment for the first 100; \$130 per assessment for 101 to 200; \$120 per assessment for 201-300; and \$115 per assessment for 301+.

\$75 per hour for administrative charges

\$200 per hour for critical incident debriefs

\$135 per hour for wellness training events

No charge for 24 hour access

\$345 each for pre-employment psychological evaluations

\$200 per hour for specialized training (e.g. Perception, Problem-Solving and Bias, Mental Illness in Our Community, Implicit Bias, etc.)

\$150 per hour for fitness for duty evaluations:

- Routine return to work averages \$300 to \$450
- Single incident averages \$1,800 to \$2,000
- Mental health incident or psychotic break averages \$2,000 to \$2,400

Additional services may be negotiated on an as needed basis.

3) Payment Date: Provider shall submit monthly invoices to Sheriff detailing the services provided. Sheriff shall remit payment to Provider within 30 days of receipt of each invoice. If Sheriff fails or refuses to pay the invoiced amount, or any portion thereof, to Provider when due, Provider shall be entitled to interest on the overdue amount at the rate of ten percent (10%) per annum.

4) Term: The initial term of this Agreement shall be effective as of March 1, 2023 and shall end on February 29, 2024. Thereafter, this Agreement shall renew automatically for successive terms of one year each, unless either party notifies the other party in writing not less than thirty days prior to the end of the then current term of its intention to not renew this Agreement. The maximum term of this Agreement, with automatic renewals, will be five years and will end on February 29, 2028.

5) Termination:

a) Either party may terminate this Agreement for cause upon the material breach of this Agreement by the other party, if such breach is not cured within thirty days following written notice of such breach, provided, however, that if the nature of the breach is such that it cannot reasonably be completed within thirty days, no termination shall occur if such cure is commenced within such thirty day period and diligently prosecuted to completion.

- b) Either party may terminate this Agreement, with or without cause, by delivering to the other party ninety day's written notice of such party's intent to terminate the Agreement.

6) Records:

- a) Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- b) Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six years after expiration of the Agreement.
- c) Provider shall, at such times and in such form as the County may require, make available for examination by the County, its authorized representatives, the County Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. Provider shall permit the County or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The County may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Provider's activities, which relate directly or indirectly to this Agreement.
- d) The County is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Provider. Any materials for which Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The County will make reasonable efforts to notify Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Provider specifically waives any claims against the County related to any disclosure of materials pursuant to GRAMA.
- e) Provider recognizes and acknowledges that maintaining confidentiality of medical records is essential to the performance of the services contemplated by this agreement, and agrees to protect patient information to the fullest extent allowed by law. Provider agrees to only make disclosures described in 45 C.F.R. 160 and 164 when such

disclosures are mandatory, and agrees to not exercise permissive disclosures under 45 C.F.R. 160 and 164.

- 7) Independent Contractor: In performing all Services under this Agreement, Provider is, and shall at all times be acting and performing as, an independent contractor to Sheriff. The relationship between Provider and Sheriff is not one of partners, joint ventures, or employer and employee. Each party hereto shall be solely responsible for the compensation, benefits, insurance and workers compensation coverage, employer taxes and any other obligation it owes to its own employees or independent contractors.
- 8) Indemnification: Provider shall indemnify and hold harmless the County and its officers, agents, and employees from and against any and all losses, claims, demands, suits, or liabilities arising from the negligence, fault, material default or breach by Provider, its officers, agents, or employees.
- 9) Insurance: Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Provider, their agents, representatives, employees, or subcontractors as follows:
 - a) Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.
 - b) Auto liability insurance with limits as required by statutory law.
 - c) Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement. If written on a claims-made basis, the Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three years beginning from the time that work under this agreement is complete.
 - d) Should any of the above-described policies be cancelled before the expiration date thereof, Provider shall deliver notice to the County within thirty days of cancellation. The County reserves the right to request certified copies of any required policies. ‘
 - e) Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f) For any claims related to this Agreement, the Provider's insurance coverage shall be primary insurance coverage as with respect to County, its officers, officials, employees, and volunteers. Any insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

10) Compliance with Laws: The Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

11) No Assignment: Neither party hereto shall assign any of its rights, nor delegate any of its duties under this Agreement, without first obtaining the express written consent of the other party. Subject to the foregoing restrictions, this Agreement shall be binding on the parties hereto and their successors and permitted assigns.

12) Severability: If any provision of this Agreement as applied to any party or to any circumstance shall be found by a court to be invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance, or the validity or enforceability of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose hereof, or except as otherwise provided herein.

13) Notice: All notices or demands shall be in writing and shall be given personally, by electronic facsimile, or by certified mail. Notice shall be deemed conclusively made at the time of notice if given personally or by electronic facsimile or, if by certified mail, three days after deposit thereof in the United States mail, properly addressed and postage pre-paid to the following addresses:

Provider: Comprehensive Psychological Services Inc.
1208 East 3300 South
Salt Lake City, UT 84106

Sheriff: Weber County Sheriff's Office
721 West 12th Street
Ogden, UT 84404

14) Waiver: A waiver by either party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition of the future, or of any subsequent breach thereof, nor shall it be deemed a waiver of performance of any other obligation hereunder.

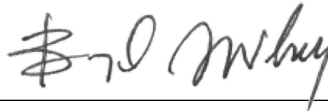
15) Entire Understanding: This Agreement and any exhibits attached hereto contain the entire understanding of the parties hereto relating to the subject matter contained herein, and supersede all prior and collateral agreements, understanding, statements and negotiations of

the parties. This Agreement can only be changed, modified, amended, rescinded or supplemented by a written agreement executed by both parties.

- 16) Choice of Law; Venue: This Agreement shall be construed and enforced in all respects according to the laws of the State of Utah, and any actions to enforce this Agreement shall be brought in the Second Judicial District Court of Weber County, State of Utah, Ogden Department.
- 17) Interpretation of Agreement: The parties acknowledge and agree that because all parties and their attorneys participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes any language, whether ambiguous, unclear or otherwise, in favor of, or against any party by reason of that party's role in drafting this Agreement.
- 18) Additional Acts: The parties hereto agree to perform such other acts, and to execute and file such additional documents, as may be required from time to time to carry out the provisions of this Agreement or the intentions of the parties.

In Witness Whereof, this Agreement is executed by duly authorized representatives of the parties that are lawfully enabled to execute this agreement on behalf of the parties:

Comprehensive Psychological Services Inc.

By: 

Date: 2/27/2023

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Gage Froerer, Chair

Date: _____

Attest:

Ricky D. Hatch
Weber County Clerk/Auditor

Approved:

Ryan Arbon
Weber County Sheriff
Date: _____

EXHIBIT A