

AGREEMENT

THIS COUNSELING AGREEMENT (the "Agreement") is made and entered into as of this ____ day of ____ June, 2019, by and between the City of Waukesha, and **Elizabeth A. Willman, M.S., N.C.C., L.P.C., C.S.A.C., S.A.P.** (Counselor)

WITNESSETH:

WHEREAS, the City has an interest in protecting the citizens of the City of Waukesha and promoting the mental health of the City's police officers; and

WHEREAS, the City desires to enter into an independent contractor relationship with the Counselor whereby the Counselor will provide annual mental wellness checks, and follow-up appointments as needed, for the City's police officers; and

WHEREAS, the City and the Counselor desire to set forth in this Agreement the terms and conditions of such relationship.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto do promise and agree as follows:

1. Term:

This Agreement shall commence effective on the date hereof and shall continue for a period of 2 years (the "Contract Term"), subject to earlier termination as hereinafter set forth in Paragraph 7 and other provisions of this Agreement. Following the expiration of the Contract Term, this Agreement may be renewed for successive one year Extension Terms if, at least thirty (30) days prior to the expiration of the Contract Term, the City provides Counselor with a written notice of intention to renew, in which case this Agreement shall be renewed as of the end of the Contract Term for a new Extension Term as provided for in the written notice of intention to renew.

2. Wellness Checks-Purpose:

2.1 The purpose of annual wellness checks is to educate and provide mental wellness sessions to investigators, detectives and officers who are exposed to cumulative stressors such as graphic images, infant deaths, childhood and adult sexual assaults, domestic violence, and homicides. Research indicates over time the cumulative effects of daily exposure to these types of incidences and stressors have a major impact on both physical and emotional health and if left untreated may lead to additional problems and professional difficulties that result in negative coping skills.

2.2 Annual mental health wellness checks are essential to establishing and normalizing a relationship with a mental health professional to bridge the gap between mental wellness and resiliency prior to problems or issues arising that may impact work performance and/or personal and interpersonal relationships. In order to reduce these symptoms and problems, annual wellness exams are designed to create a confidential

place for officers to share and express any concerns they may have, and to assist in mitigating symptoms of acute stress and Post Traumatic Stress Injury (PTSI).

2.3 Wellness checks are not to be utilized or substituted for fitness-for-duty examinations and need to be separate from, and should not take the place of, fitness-for-duty examinations which are the responsibility of the Department. Wellness checks are not to single out officers but to establish and provide a framework of consistent support.

2.4 Officer wellness check records are protected under confidentiality and HIPAA. Patient information will not be disclosed to anyone, including members of the City, unless a written release is signed by the officer, or the Counselor has reasonable cause to believe that the officer is a danger to himself or others. Wis. Stat. §905.04(4)(a).

3. Wellness Checks Procedures:

3.1 Wellness Checks are for members of the Criminal Investigative Division currently assigned to the following units; Sensitive Crimes Unit (SCU), Computer Forensic Unit (CFU), and Detectives responsible for investigating Internet Crimes Against Children (ICAC). An officer will initiate a meeting with the Counselor on his or her own initiative, or at the recommendation of his or her supervisor.

3.2 If follow-up sessions are deemed necessary by the Counselor, she will schedule additional sessions directly with the Detective.

3.3 The Counselor will provide feedback to the officer and clinical recommendations during the sessions.

3.4 An officer's supervisor may provide input or concerns that may need to be addressed during a counseling session with the officer, however the Counselor will maintain confidentiality unless a written release is signed by the officer, or the Counselor believes that the officer is a danger to themselves or others.

4. Wellness Checks Objectives:

4.1 The Counselor will educate officers on how to identify stressors which are impacting their personal and professional lives.

4.2 The Counselor will assist in identifying issues, including but not limited to, PTSI, vicarious trauma, relationships, cumulative stress, negative coping skills, and substance use.

4.3 The Counselor will provide officers with resources, training, skills and tools to cope with cumulative stressors that may be impacting them on a daily basis.

4.4 The Counselor will make treatment recommendations if additional mental health or behavioral issues should arise, and an officer would benefit from more comprehensive therapy.

4.5 The Counselor will work with an officer to create an individual wellness plan, in order to promote resiliency and to reduce symptoms of cumulative stress.

5. Fees:

5.2 In consideration of, and contingent upon, the services to be provided by the Representative hereunder, the City agrees to pay the Counselor a fee of \$85.00 an hour.

5.3 Time will be billed for Counselor's sessions with an officer, drafting wellness plans and reports, communication with officers and their supervisors, and any other work required for the Counselor to complete her duties outlined in this Agreement.

6. Expenses:

During the Agreement Term, the City shall promptly pay or reimburse Counselor for all reasonable and necessary business expenses incurred by Counselor in performing her responsibilities and duties hereunder in accordance with the practices and procedures of this Agreement as in effect at the time such expenses were incurred, provided that the Counselor has received pre-approval from the City for such expenses. Counselor shall submit an itemized account of such expenditures and such proof as may be reasonably necessary to establish to the satisfaction of the City that the expenses incurred by the Counselor were reasonable and necessary business expenses incurred on behalf of the City.

7. Termination:

This Agreement and all rights granted to the Counselor hereunder shall terminate, at the option of the City or Counselor, notwithstanding provisions contained in Paragraph 1, above, immediately in the event any of the following occur, such occurrence to be determined at the discretion of the City or the Counselor:

7.1 Counselor shall, for any reason whatsoever, become unable to fulfill the terms and conditions of this Agreement.

7.2 Counselor shall violate any of the provisions of this Agreement.

8. Effect of Termination:

Upon termination of this Agreement, the Parties shall have no further obligations hereunder, except that the City shall pay to Counselor all fees and expenses incurred prior to termination, and Counselor's duty to indemnify the City shall survive termination.

9. Amendment:

This Agreement may not be modified, amended, terminated, or discharged except in writing and signed by the parties hereto.

10. Entire Agreement:

All terms, covenants, and conditions of this Agreement are contained herein and there are no other warranties, obligations, covenants, or understandings between the parties other than those expressed herein. Any and all agreements for solicitation of orders, as

amended, modified, or supplemented, heretofore entered into between the parties hereto, or claims or compensation arising therefrom, are hereby cancelled, terminated, and released as of the effective date of this Agreement.

11. Severability:

If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or enforceability shall have no effect on the other provisions hereof, which shall remain valid, binding, and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the parties expressed herein.

12. Governing Law; Jurisdiction:

This Agreement and the rights and remedies of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. The Counselor irrevocably agrees that any suit, action, or other legal proceeding arising out of this Agreement may be brought in Wisconsin Circuit Court for Waukesha County, and the Counselor hereby consents to the exclusive jurisdiction of such court in any such suit, action, or proceeding and waives all objections which it may have to the venue of any such suit, action, or proceeding.

13. Indemnification:

Counselor shall indemnify and hold the City, and its officials, officers, and employees harmless from any and all claims, demands, damages, lawsuits, obligations, and other liabilities of any kind that arise in connection with or as a result of Counselor's negligence or intentional misconduct, including actual attorney fees and court costs.

14. Insurance:

Counselor shall maintain insurance of the following kinds and for not less than the following limits, at Counselor's sole expense, at all times during the Contract Term and any Extension Term. Policies shall be occurrence, and not claims-made, policies, except for professional errors and omissions policies. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Counselor shall deliver a certificate of insurance to City showing that all requirements of this section are met.

- Commercial general liability, \$1,000,000 per occurrence, \$2,000,000 aggregate
- Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
- Professional liability-errors and omissions, \$1,000,000, with extended-reporting period endorsement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first above written.

City of Waukesha

Shawn N. Reilly, Mayor

Gina L. Kozlik, Clerk-Treasurer

Richard L. Abbott, Finance Director

Counselor

Elizabeth A. Willman, M.S., N.C.C., L.P.C.,
C.S.A.C., S.A.P.