

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made and entered into on _____, by and between **CITY OF BROKEN ARROW, OKLAHOMA**, 1101 N. 6th Street, Broken Arrow, OK 74012 ("City") and, **FIRST RESPONDER SUPPORT SERVICES, PLLC** an Oklahoma Corporation, 1612 S. Harvard, Tulsa, Oklahoma, 74112 ("FRSS"); together the "Parties" and each, individually, a "Party".

RECITALS

A. City desires to contract with FRSS as an independent contractor to provide certain behavioral health services to Broken Arrow Police Department (BAPD) employees.

B. FRSS desires to contract with the City to provide such behavioral health services as more fully described below.

In consideration of the recitals and the representations, warranties and covenants set forth in this Agreement, the parties hereby agree as follows:

SECTION I –SERVICES PROVIDED BY FRSS:

a. FRSS shall make available the following professional behavioral health services to the BAPD (the "Services"):

1. Counseling Services. Counseling Services, including but not limited to behavioral health counseling, will be provided to individuals, couples and children (10 years of age or older) on a self-referred basis for all BAPD employees and their "Immediate Family Members" (defined below) on an as-needed basis, whether the request for counseling is initiated by an individual BAPD employee or Immediate Family Member. Such Counseling Services shall not be limited to job-related behavioral health. For purposes of this Agreement, "Immediate Family Member" means the spouse, domestic partner or child of a BAPD employee, and "child" or "children" means a child naturally born, legally adopted or a stepchild, but not a foster child, of any BAPD employee. For an Immediate Family Member who is age 9 or under, parent consultation and referral, or referral only, may be provided by FRSS. *FRSS does not provide mandatory counseling or fit-for-duty evaluations.*

2. Education/Training Services. Education and/or Training Services will be provided to the BAPD upon request, up to 10 hours. This includes, but is not limited to education on stress management, critical incident and peer support, communication and management skills training.

3. Consultative Services. Consultative Services will be provided to the BAPD and support such as consultation to the Peer Support Team and/or administrative personnel.

4. Critical Incident Response. Critical Incident Response will be provided upon request. Group debriefing is provided to voluntary participants only although supervisory staff may encourage participation.

b. Each individual employee, consultant or independent contractor of FRSS providing the Services hereunder will be appropriately licensed by the State of Oklahoma, or under proper

supervision in the process of obtaining such licensure and possess the educational qualifications and certificates appropriate for the Services provided.

c. FRSS agrees to make itself reasonably available to the BAPD to render Services, and as may be required in order to perform the Services; provided, however, FRSS shall not be obligated to devote its full time and attention to providing these Services and shall be free to engage in other activities. BAPD acknowledges and agrees that FRSS reserves the right to reschedule Services as FRSS deems appropriate in its sole discretion within a reasonable period of time.

SECTION II –METHOD OF PAYMENT:

In consideration for the Services provided, the BAPD shall pay to FRSS for the partial fiscal year of January 1, 2021 through June 30, 2021, the total sum of \$27,050.40. Payment in full to be made no later than February 15, 2021.

SECTION III – INSURANCE AND INDEMNITY:

a. FRSS shall procure and maintain during the term of this Agreement professional liability insurance. Upon City's request, FRSS shall furnish City a certificate of insurance, which shall indicate the nature of the insurance carried and the amount of coverage.

b. FRSS agrees to release, defend, protect, indemnify and hold harmless City from and against all damages, losses, claims, costs, reasonable attorney fees, or other expenses ("Damages") arising from or related to the performance of the Services to the extent such liability is caused by the negligent act, error, or omission of FRSS. Nothing in this paragraph shall make FRSS liable for any Damages to the extent caused by the City.

c. City agrees to release, defend, protect, indemnify and hold harmless to the extent allowed by Oklahoma law, FRSS from and against all damages, losses, claims, costs, reasonable attorney fees, or other expenses, to the extent such liability is caused by the negligent act, error or omission of the City. Nothing in this paragraph shall make City liable for any damages to the extent caused by FRSS.

d. Under no circumstances shall either party be liable to the other for any special, consequential, indirect, incidental or punitive damages of any kind or character, including but not limited to loss of profits or business interruption.

SECTION IV – INITIAL TERM AND METHOD OF RENEWAL:

a. Initial Term. This Agreement shall commence on January 1, 2021 and terminate on June 30, 2022 subject to annual appropriation by the City.

b. Renewal Terms. This Agreement may be renewed from year to year subject to annual fiscal appropriations by the mutual written agreement of the parties. Such writing shall set forth any adjustment in Services to be provided and the consideration to be paid for such Services during the following year.

SECTION V – CANCELLATION AND TERMINATION:

If either party desires to cancel and terminate this Agreement without cause, then the cancelling party shall provide thirty (30) days written notice to the other.

SECTION VI – AUTHORIZATION; COMPLIANCE WITH LAWS:

- a. City represents and warrants that it has full power and authority to execute and deliver this Agreement and to perform City's obligations hereunder. The execution, delivery and performance of this Agreement by City have been duly authorized by all necessary City action.
- b. FRSS shall comply with all applicable federal and state laws and regulations, including such laws and regulations regarding the confidential and secure treatment of individually identifiable health information. No "protected health information" or "individually identifiable health information" as contemplated by the Health Insurance Portability and Accountability Act (HIPAA) shall be exchanged by the parties whatsoever.

SECTION VII – INDEPENDENT CONTRACTOR STATUS:

The relationship between BAPD and FRSS created by this Agreement is that of an independent contractor. FRSS will be acting in the capacity of an independent contractor, and its employees, consultants and/or subcontractors are not and will not be deemed to be employees of the BAPD and the parties shall conduct themselves so as to maintain this independent contractor status. Nothing herein will be construed to constitute an association, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

SECTION VIII – MISCELLANEOUS:

- a. This Agreement has been made and executed in and shall be construed and enforced according to the laws of the State of Oklahoma, without regard to choice of law or conflict of law principles.
- b. Neither party shall assign this Agreement without the prior written consent of the other party, provided that nothing contained in this paragraph shall prevent FRSS from employing such independent consultants, associates and subcontractors as FRSS may deem appropriate to assist FRSS in the performance of the services hereunder.
- c. This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements and understandings, written or oral, to the extent they relate in any way to the subject matter hereof.
- d. This Agreement is between the Parties and creates no right in or duties to any other person or entity. No person or entity is or shall be deemed a third-party beneficiary of this Agreement. Notwithstanding the foregoing, nothing in this Agreement is intended to diminish or disturb any rights of any recipient of the Services from any legal right or remedy provided by applicable law.
- e. This Agreement may be amended only by a written instrument signed by both parties.
- f. Any notices required or permitted to be given hereunder shall be in writing and are deemed to be effective (1) when personally delivered, or (2) on the third day after being mailed by registered or certified mail, return receipt requested and postage prepaid and addressed as follows:

To FRSS: First Responder Support Services, PLLC
1612 S. Harvard Ave.
Tulsa, OK 74112
Attn: Dana L. Mugavero, Managing Member

To BAPD: City of Broken Arrow
1101 N. 6th Street
Broken Arrow, OK 74012
Attn: Brandon Berryhill, Police Chief

Either party may, at any time, designate any other address by giving written notice to the other party.

g. Any and all disputes and claims that arise as a result of this Agreement the resolution of which are not otherwise provided for herein shall be settled by the Parties first through negotiation, then mediation. Each Party hereby agrees that any and all such dispute resolution will take place in Tulsa, Oklahoma. Each party shall each be responsible for its own costs and expenses incurred in connection with the resolution of such dispute, including without limitation any fees and expenses of its counsel and each shall bear 50 percent of the cost of any mediator.

h. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth above.


“CITY”

City of Broken Arrow

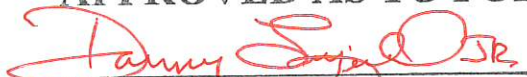
“FRSS”

First Responder Support Services, PLLC

By: _____

By: 
Dana L. Mugavero, LCSW
Managing Member

APPROVED AS TO FORM:


Deputy City Attorney