

CONTRACT FOR MENTAL HEALTH CLINICAL ADVISOR

This Services Agreement (“Agreement”) is entered into by and between the City of Killeen, Texas, a municipal corporation, (“City”) and A&L Solutions, Inc. (“Provider”) for services of a Mental Health Clinical Advisor, specifically services rendered by Alton R. McCallum, Ed.D, M.A., to the Killeen Fire Department (“Department”) collectively the “Parties”.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

1. Effective date: The Agreement will be effective from the last date signed below (“Effective Date”).

2. Term of Agreement: This Agreement shall commence on the Effective Date and will expire one year from the Effective Date. This Agreement may be terminated, with or without cause, by any Party, in the Party’s sole discretion, upon fifteen (15) days written notice via United States Postal Service, return receipt requested at the address listed below. Provider shall be entitled to all fees earned prior to cancellation. This Agreement may be renewed for up to up to four (4) additional one (1) year renewals terms if both parties agree in writing at least ninety (90) days before the end of the initial term. This Agreement will begin on October 1, 2023.

3. Scope of Agreement. The purpose of this Agreement is to enlist the services of Provider to as a Mental Health Clinical Advisor.

4. Duties as Consideration. The Parties agree that the promised duties are good and valuable consideration to enter into this Agreement.

A. Duties of Provider: City agrees to enlist the service of the Provider to perform services in critical incident stress debriefing intervention within 24-72 hours of incident for individuals and/or groups; create a team to provide holistic support for mental health and well-being of the Department; facilitate training for peers to support each other; provide critical incident stress management assistance to the Department; reserve minimum 4 hours for counseling per week for providing individual therapy, coaching, and chaplaincy services related to workplace trauma, burnout, anxiety, or other line of duty related challenges; and provide training curriculum in support of personnel wellness and other services as requested and agreed by the Parties. Provider will require all caregivers to the Department who lack emergency services background, to complete 48 hours, in 24-hour increments, of direct observation of Department crews in the work environment. Provider will keep all information confidential as required by law. Provider will supply off-site administrative support. Provider will submit proof of licensing and any insurance that must be maintained under Texas law. Provider will immediately inform City in writing if Provider has any issue which would affect the ability to compete these services, including but not limited to, revocation of licensing and lapse of insurance.

B. Duties of Department: will provide internal scheduling; reasonable access to key personnel; on-site administrative support; access to documentation as allowed by law; and facilities for services, upon reasonable advanced notice, if so requested.

5. Compensation: The City agrees to pay Provider for services rendered pursuant to this Agreement. Provider shall invoice City for services rendered each month and the City shall be given at least thirty (30) days to pay the invoice. City shall pay Provider on City's normal pay schedule. The total annual cost of services provided within is \$45,000. The services listed within are federally funded using federal American Rescue Plan Act (ARPA) grant monies through the end of the year 2024. All provision listed in Appendix A must be followed. Additional years, if agreed upon, will be funded through the City.

6. Indemnification: To the fullest extent permitted by Texas law, City or Provider, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Provider, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement.

7. Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the other Party. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns and the assigning Party will remain liable for the performance of any assignee.

8. Independent Contractor. Provider shall act as an Independent Contractor. Under no circumstances shall Provider be deemed an employee or partner of Owner.

9. Insurance. Provider shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

On all policies, except Worker's Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work.

10. Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

11. Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

12. Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

13. Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

14. Contract Verification. Texas law provides that a governmental entity may not enter certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.

Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

15. Modification. This Agreement shall not be modified except in a writing duly signed by both Parties.

16. Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

17. Authority to Sign. Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom are signing, to each and every term of this Agreement.

SIGNED, ACCEPTED AND AGREED TO this ____ day, _____, 2023, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

For A&L SOLUTIONS, INC:

Signature: Alton McCallum Digitally signed by Alton McCallum
Date: 2023.09.06 11:53:36 -05'00'

Name: Alton R. McCallum, Ed.D, M.A.

Title: Founder

Date: 6 Sept 2023

Address: 2609 Twin Ridge Ct.
Belton, Tx. 76513

For KILLEEN FIRE DEPARTMENT:

Signature: _____

Name: Kent Cagle

Title: City Manager

Date: _____

Address: 101 N. College St.
Killeen, Tx. 76541