

**RESOLUTION NO. 2024 - 420**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CONTRACT AMENDMENT NO: 02 TO MASTER CONTRACT NO: 22-PSA-ELB-17084 WITH ELBOW TREE COOPERATIVE, LLC, FOR MENTAL HEALTH COUNSELING SERVICES FOR SJC FIRE RESCUE, MEDICAL EXAMINER'S AND HEALTH & HUMAN SERVICES PERSONNEL.**

**RECITALS**

**WHEREAS**, the County entered into a contract with Elbow Tree Cooperative, LLC to provide Mental Health Counseling for SJC Fire Rescue personnel and candidates in 2023, under Misc. 23-03, and has since determined that based upon expansion of personnel additional services are necessary for Fire Rescue; and

**WHEREAS**, the County has determined the need for mental health counseling services for SJC Health & Human Services and Medical Examiner's personnel due to the nature of the work and impact on employees; and

**WHEREAS**, the increased services and additional departments are provided in the scope of services incorporated in the Contract Amendment No: 02, and the increase to the cost to \$545,485.00 is provided for as well; and

**WHEREAS**, the contract amendment will be in substantial conformance with the attached draft and staff finds that executing the amendment serves a public purpose; and

**WHEREAS**, the services will be funded from the respective Departmental Budgets for FY2025.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:**

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute Contract Amendment No: 02 with Elbow Tree Cooperative, LLC, Inc., to provide additional Mental Health counseling for SJC Fire Rescue, Medical Examiners and Health & Human Services Personnel for an annual not-to exceed amount of \$545,485.00 for FY 2025.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, on this 1st day of October, 2024.

**Rendition Date** OCT 07 2024

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
Sarah Arnold, Chair

**ATTEST: Brandon J. Patty,**  
Clerk of the Circuit Court & Comptroller

By: Robin L. Platt  
Deputy Clerk





**CONTRACT AMENDMENT NO: 02**

Misc. 23-03; Mental Health Counseling for SJC Fire Rescue Personnel  
Master Contract No: 22-PSA-ELB-17084

September 24, 2024

Elbow Tree Cooperative, LLC.  
38 South Dixie Highway  
St. Augustine, FL 32084

Contract Amendment No: 02 is hereby issued to amend the above referenced Master Contract as follows:

1. The County and Contractor agree to a one (1) year Renewal of the Contract
2. The Contractor’s compensation, for the period of the renewal is hereby increased to \$545,485.00 for increased services to Fire Rescue and addition of department as provided herein.
3. Exhibit “A” – Projected Statement of Revenue and Expenses is revised to the Attached
4. Add the following departments to the Contract, to include the following Services.
  - Medical Examiners Department - Individual Therapy for Active Personnel
  - Health & Human Services Department - Individual Therapy for Active Personnel

The County shall compensate the Contractor based upon the terms as stated in the Master Contract dated October 18, 2022, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

Jaime T. Locklear, Purchasing Director  
Printed Name & Title – County Representative

\_\_\_\_\_  
Signature of Consultant Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**End of Amendment No: 02**



**Elbow Tree Cooperative, LLC**

www.elbowtreecooperative.com

**Projected Statement of Revenue and Expenses : 2024-2025**

<b>Total Revenue</b>	<b>\$545,485</b>
<b>Projected Cost of Services</b>	<b>Projected Cost</b>
Individual Counseling - Active Fire Rescue	\$176,238
Individual Counseling - Active HHS	\$14,097
Individual Counseling - Active ME	\$3,845
Individual Counseling - Active Fire Rescue Spouses	\$44,500
Individual Counseling - Active Fire Rescue Children	\$44,625
Individual Therapy - Fire Rescue Retirees	\$5,375
Individual Therapy - Active Fire Rescue Cadets	\$750
Couples Counseling - Active Fire Rescue and Spouse/Partner (together)	\$25,625
Family Therapy - Active Fire Rescue Personnel, Spouse/Partner, Children	\$4,000
Psychotherapy Incorporation Equines	\$2,750
Group - Psychoeducation Group (training)	\$750
Group - Processing Group (therapy)	\$1,375
Contact Work - Level 1 (Being seen by fire rescue personnel)	\$3,125
Contact Work - Level 2 (Having conversation with fire rescue personnel)	\$16,625
Contact Work - Level 3 (One on One activity with fire rescue personnel)	\$15,750
CISM - Critical Incident Stress Management	\$16,375
Peer Support (Consultation and Training)	\$7,750
Administrative	\$5,820
<b>Projected Cost of Services</b>	<b>\$389,375</b>
<b>Projected Direct Operating Expenses</b>	
CISM Training for Co-Op Team	\$6,000
CISM Training Travel and Lodging	\$2,400
EMDR Training	\$9,600
Firefighter Collaborative for Co-Op Team	\$2,000
Firefighter Collaborative	\$2,000
Management Fee	\$83,850
<b>Total Projected Direct Operating Expenses</b>	<b>\$105,850</b>
<b>Projected Indirect Operating Expenses:</b>	<b>\$50,260</b>
<b>Projected Total Direct and Indirect Operating Expenses</b>	<b>\$156,110</b>



### Supplemental Schedule

#### **Projected Hours**

Individual Counseling - Active Fire Rescue	1410
Individual Counseling Active HHS	113
Individual Counseling Active ME	31
Individual Counseling - Active Fire Rescue Spouses	356
Individual Counseling - Active Fire Rescue Children	357
Individual Therapy - Fire Rescue Retirees	43
Individual Therapy - Active Fire Rescue Cadets	6
Couples Counseling - Active Fire Rescue and Spouse/Partner (together)	205
Family Therapy - Active Fire Rescue Personnel, Spouse/Partner, Children	32
Psychotherapy Incorporation Equines	22
Group - Psychoeducation Group (training)	6
Group - Processing Group (therapy)	11
Contact Work - Level 1 (Being seen by fire rescue personnel)	25
Contact Work - Level 2 (Having conversation with fire rescue personnel)	133
Contact Work - Level 3 (One on One activity with fire rescue personnel)	126
CISM - Critical Incident Stress Management	131
Peer Support (Consultation and Training)	62
Administrative	291
<b>Total Projected Hours</b>	<b>3359</b>



## **SCOPE OF SERVICES : 10/2024 - 10/2025**

**24/7 Dedicated Phone Line** connecting SJCFR personnel and approved county employees (Health and Human Services and Medical Examiners) with a live operator who will take essential information and pass it along securely to the Elbow Tree administrative team who will connect SJCFR personnel and approved county employees with a mental health counselor.

### **Individual Therapy for Active Fire Rescue Personnel**

- Intake Session (Informed consent, determining “goodness of fit” between client and clinician, gathering family history and bio-psychosocial information.
- Individual Treatment Planning
- Weekly to bi-weekly 50-minute therapy sessions
- Ongoing updates to Treatment Plan
- Completion of discharge summaries

### **Individual Therapy for Active Medical Examiners Personnel (NEW REQUESTED)**

- Intake Session (Informed consent, determining “goodness of fit” between client and clinician, gathering family history and bio-psychosocial information.
- Individual Treatment Planning
- Weekly to bi-weekly 50-minute therapy sessions
- Ongoing updates to Treatment Plan
- Completion of discharge summaries

### **Individual Therapy for Health and Human Services Personnel (NEW REQUESTED)**

- Intake Session (Informed consent, determining “goodness of fit” between client and clinician, gathering family history and bio-psychosocial information.
- Individual Treatment Planning
- Weekly to bi-weekly 50-minute therapy sessions
- Ongoing updates to Treatment Plan
- Completion of discharge summaries



### **Couples Therapy for Active Fire Rescue Personnel Spouse/Partner**

- Intake Session (Informed consent, determining “goodness of fit” between clients and clinician, gathering family history and bio-psychosocial information)
- Couples Treatment Planning
- Weekly to bi-weekly 50-minute therapy sessions
- Ongoing updates to Treatment Plan
- Completion of discharge summaries

### **Individual Therapy for Active Fire Rescue Spouses**

- Intake Session (Informed consent, determining “goodness of fit” between client and clinician, gathering family history and bio-psychosocial information.
- Individual Treatment Planning
- Weekly to bi-weekly 50-minute therapy sessions
- Ongoing updates to Treatment Plan
- Completion of discharge summaries

### **Individual Therapy for Fire Rescue Retirees**

- Intake Session (Informed consent, determining “goodness of fit” between client and clinician, gathering family history and bio-psychosocial information.
- Individual Treatment Planning
- Weekly to bi-weekly 50-minute therapy sessions
- Ongoing updates to Treatment Plan
- Completion of discharge summaries

### **Individual Therapy for Active Fire Rescue Families**

- Intake Session (Informed consent, determining “goodness of fit” between client and clinician, gathering family history and bio-psychosocial information.
- Individual Treatment Planning
- Weekly to bi-weekly 50-minute therapy sessions
- Ongoing updates to Treatment Plan
- Completion of discharge summaries

### **Individual Therapy for Fire Rescue Cadets**

- Intake Session (Informed consent, determining “goodness of fit” between client and clinician, gathering family history and bio-psychosocial information.
- Individual Treatment Planning
- Weekly to bi-weekly 50-minute therapy sessions
- Ongoing updates to Treatment Plan
- Completion of discharge summaries

### **Critical Incident Stress Management debriefs and consultations**

- Services provided within 72 hours (or sooner) of SJCFR critical incident based on service request from Operations Chief or Battalion Chiefs.
- Services provided on an as needed basis, as requested through the SJCFR peer support structure, battalion chiefs, Operations Chief, or Fire Rescue Chief.
- CISM services will include two clinicians per critical incident or disruptive event.
- Elbow Tree team member will follow up with SJCFR personnel one week following each CISM debrief.
- CISM services provided upon official request to other departments within the county (i.e. Utilities, Health and Human Services, Medical Examiner, etc).

### **Group Therapy and Psychoeducation**

- Single Session, Weekly, Bi-weekly, or Monthly therapy sessions
- Session length determined by practitioner (i.e. 60 minutes, 90 minutes, 2-3 hours)
- Single Session therapeutic events (i.e. Mindful Paddles, Firehouse Yoga, First Stretch, Equine Assisted Psychotherapy) - partnering with local contractors who provide restorative and therapeutic supplemental services.
- Group Therapy and Psychoeducational services provided as needed or requested for Fire Rescue AND as requested for Health and Human Services and Medical Examiner OR other departments within the county not listed here.

**Contact Work** - Earning the right to be trusted by Firefighters, HHS, and ME.

- Level 1 (Seeing and Be Seen by Firefighters, HHS, ME)

Elbow Tree leadership team members will attend scheduled Saint Johns County Fire Rescue events (promotions, fundraisers, trainings, and funerals) and spend intentional time every week with SJCFR personnel in the fire station.

- Level 2 (Talking with Firefighters, HHS, ME)

Elbow Tree leadership team members will initiate impromptu and intentional conversations with SJCFR personnel during visits to fire stations. Elbow Tree leadership is committed to initiating and engaging in meaningful and mindful conversations with SJCFR personnel as curious and compassionate listeners.

- Level 3 (Doing Things with Firefighters, HHS, ME)

Elbow Tree leadership team members will be present for impromptu or intentional group experiences (i.e. scheduled ride alongs, fire house psycho-educational gatherings, firehouse therapy groups) as well as one-on-one shared experiences (off duty meals, fishing, surfing, and/or paddling).

### **Peer Support and Psychoeducation**

- Monthly Peer Support consultations provided to SJCFR Peer Support team members for the purposes of strengthening awareness and strategies for addressing departmental mental health trends.
- As needed consultation phone calls from SJCFR Peer Support team for purpose of supporting SJCFR personnel to conceptualize acute mental health scenarios.
- Services provided as needed and requested for Fire Rescue AND as requested for Health and Human Services, Medical Examiner and other departments within the county not listed here.

### **Psychoeducation for Employees, Officers, Department Heads**

- Customized training and educational experiences for employees and officer focused specifically on resilience, mental health, healthy relationships, and “how to deal with employees in crisis”.



**“Shift Change” Podcast** to promote resilience while diminishing resistance and stigmas to counseling among fire rescue personnel in Saint Johns County.

**“Shift Change” Newsletter** for fire rescue personnel and spouses/partners spotlighting therapeutic resources and opportunities.

**Blog Articles** addressing relevant mental health and fire rescue resilience.

**Book Recommendations** with the potential to evolve into a remote online book club to discuss and process a selected text.

**Retreat** designed to invite interested personnel to pull away and dedicate time for personal renewal in a relaxed retreat style setting.



**CONTRACT AMENDMENT NO: 01**

Misc No 23 03; Mental Health Counseling for SIC Fire Rescue Personnel  
Professional Services Agreement No. 22 PSA FFB 17084

Date: August 21, 2023

Elbow Tree Cooperative, LLC ("Contractor")  
38 South Dixie Highway  
St Augustine, FL 32084

Contract Amendment No. 01 is hereby issued to amend the above referenced Master Contract as follows:

1. Exercise a one (1) year renewal in accordance with Article IV of the Agreement, which extends the Agreement Term from October 19, 2023 through and until October 18, 2024.
2. Article III, Compensation is hereby revised to the following: "Contractor shall be compensated for services satisfactorily performed, in accordance with the fees set forth in Exhibit "A" attached hereto. The annual amount of compensation paid by the County, and accepted by the Contractor shall not exceed three hundred fifty-five thousand ninety-five dollars (\$355,095.00), unless otherwise amended in writing.
3. Exhibit A – Projected Statement of Revenue and Expenses is hereby revised to increase the annual amount of compensation by ninety-two thousand ninety five dollars (\$92,095.00), to the revised annual amount shown above.
4. Revised Exhibit "B" – Scope of Services is hereby revised to adjust the scope of services as follows:
  - Reduce Individual Therapy for Fire Rescue Personnel by 125 hours;
  - Add Individual Therapy for active Fire Rescue Spouses by 280 hours;
  - Add Individual Therapy for Fire Rescue Retirees by 144 hours;
  - Add Individual Therapy for active Fire Rescue Families by 144 hours;
  - Add Individual Therapy for Fire Rescue Cadets by 48 hours;
  - Add Group Therapy and Psychoeducation by 112 hours;
  - Additional Bi-Annual Psychoeducation for Employees and Officers

The County shall compensate the Contractor based upon the terms as stated in the Agreement dated October 18, 2022, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Agreement, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.



*[Handwritten Signature]*

Signature of County Representative

James T Locklear, Asst Director, Purchasing & Contracts  
Printed Name & Title - County Representative

*[Handwritten Signature]*

Signature of Consultant Representative

HAYDE A. STEEN, OWNER  
Printed Name & Title

9/11/2023  
Date

9/8/23  
Date

ST JOHNS COUNTY

SEP 07 2023

PURCHASING

End of Amendment No: 01

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN ELBOW TREE COOPERATIVE, LLC, AND  
ST. JOHNS COUNTY, FLORIDA**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”), is made and entered into as of this 18<sup>th</sup> day of October, 2022, (“Effective Date”) between **St. Johns County**, (“County”), a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084, and **Elbow Tree Cooperative, LLC**, (“Contractor”), licensed to do business in the State of Florida, with principal offices located at 38 South Dixie Highway, St. Augustine, FL 32084, (collectively, “the Parties”) for **Misc. No: 23-03; Mental Health Counseling for SJC Fire Rescue Personnel**. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**Article I. Contract Documents**

The Contract Documents are the documents that shall govern the completion of the Services and shall be comprised of the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) This Professional Services Agreement and all Exhibits and/or Attachments hereto;
  - i. Exhibit A – Projected Statement of Revenue and Expenses;
  - ii. Exhibit B – Scope of Services
  - iii. Exhibit C – Insurance Certificates and Attachments

Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s proposal documents or invoices shall be binding upon the County or become part of the Contract Documents. In the event of conflicts of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above. Additionally, fully executed documents shall govern over unsigned drafts.

**Article II. Services to be Provided**

The Contractor shall provide mental health counseling services for St. Johns County Fire Rescue Department (“SJCFRD”) personnel, as further described and specified in Exhibit “B”, attached hereto. The services performed by the Contractor shall be under the general direction of the SJC Fire Rescue Chief, or designee. All Services performed pursuant to this Agreement shall be in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws.

The Contractor shall comply with any and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and shall ensure that all employees, subcontractors, or any other person(s) performing Services under the direction of the Contractor shall comply with any and all applicable provisions of HIPAA throughout the duration of this Agreement.

**Article III. Compensation.**

Contractor shall be compensated for services satisfactorily performed, in accordance with the fees set forth in Exhibit “A” attached hereto. The amount of compensation paid by the County, and accepted by the Contractor shall not exceed two hundred sixty-three thousand dollars (\$263,000.00) in accordance with the fees set forth in Exhibit “A”, unless otherwise amended in writing.

Invoices shall be submitted to St. Johns County Fire Rescue Administration, via email to [aland@sjcfl.us](mailto:aland@sjcfl.us) or delivered to 3657 Gaines Road, St. Augustine, FL 32084. All payments shall be remitted by the County in accordance with Section 218.735, Florida Statutes.

Contractor shall invoice the County by or before the tenth (10<sup>th</sup>) of each month for services rendered during the preceding month. Contractor shall provide the level of detail, information and backup documentation as determined by St. Johns County Fire Rescue, to be necessary in order to verify the validity of the submitted invoice and process for payment. Contractor shall not submit an invoice for any Services and/or fees that are not included in Exhibit A or Exhibit B, unless otherwise amended in writing. The County shall notify the Contractor of any disputed amounts included in a submitted invoice in accordance with the provisions of Section 218.76, Florida Statutes.

It is expressly understood that Contractor is not entitled to any amount of compensation as set forth in Exhibit B. Rather, Contractor's compensation is based upon Contractor's satisfactory performance of the specified Services. No payment by the County shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by the Contractor of any of the terms of this Agreement.

The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of amounts previously paid to Contractor for any costs or expenses that the County incurs or reasonably expects to incur as a result of Contractor's failure to comply with the Contract Documents, or as a result of Contractor's failure to pay any subcontractors.

**Article IV. Term.**

This Agreement shall become effective upon signature by both Parties, as of the Effective Date shown above, shall remain in effect for a period of one (1) calendar year ("Initial Term"), unless terminated sooner, as provided in Article VI, below. This Agreement may be renewed annually upon approval by both Parties and amendment to this Agreement.

**Article V. Termination**

The County may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. In such event, Contractor will be entitled to compensation for Services previously authorized and satisfactorily performed through the date of termination provided in the County's notice. Contractor shall not be entitled to any compensation for Services not performed.

Contractor may request termination of this Agreement for any reason upon sixty (60) calendar days written notice, provided that any outstanding, authorized Services are completed by Contractor. Contractor further agrees to cooperate and provide assistance to the County, upon request, in order to complete any Services prior to the effective date of the requested termination.

The County may terminate this Agreement, in whole or in part, for cause, due to default of the Contractor. In the event of the Contractor's default to the requirements of this Agreement, the County shall issue a Notice of Default to the Contractor, articulating the specific requirements and/or provisions of this Agreement with which the Contractor is in default. Contractor shall have ten (10) calendar days from the receipt of the Notice of Default to remedy the identified deficiencies, or to submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice.

If the Contractor fails to remedy the identified deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated period of time, the County shall issue a Notice of Termination, stating the date this Agreement shall be terminated for cause.

Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:

- (1) Stop Services on the date and to the extent specified in the Notice of Termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all materials related to the terminated Services to the County (as applicable);
- (4) Continue and complete all parts of the Services that have not been terminated.

**Article VI. Contractor's Duties and Obligations**

- (1) All Contract Services shall be provided in accordance with the standard of care in the profession of Mental Healthcare at the time such services are rendered and in accordance with all applicable State of Florida standards.
- (2) Contractor shall obtain and maintain at their own expense all applicable licenses, registrations, certifications, or permits necessary in order to provide the Services.
- (3) Contractor represents that it has, or shall secure all necessary personnel required to perform the Services under this Agreement. It is expressly understood that such personnel shall not be employees or, or have any contractual relationship with the County. All of the Services required hereunder shall be performed by the Contractor, or under its supervision.



- (4) Contractor may engage in the private practice, if properly licensed, insofar as such private practice does not interfere with their duties as prescribed herein.

#### **Article VII. Insurance**

- (1) Contractor shall, at its sole expense, obtain and maintain the minimum insurance coverages stated herein. All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to performance of Services. No Services shall commence until Contractor has obtained all insurance coverages required under this section. The County will not make any payment to Contractor until Contractor has complied with the requirements of this Article. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, for the duration of the Agreement and until all performance required by Contractor has been completed, as determined by the County. Contractor shall maintain insurance coverage against Claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with this Agreement.
- (2) No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.
- (3) The types and amounts of insurance required under this Agreement do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Agreement limits Contractor to the minimum required insurance coverages found in this Article.
- (4) The term "Additional Insured", as used in this Agreement, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 Sebastian View  
St. Augustine, FL 32084  
Attn: Purchasing

- (5) Contractor shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.
- (6) Contractor shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000.00 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Agreement, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.
- (7) Contractor shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000.00 combined single limit for bodily injury and property damage liability

and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

- (8) Contractor shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.00 with 2-year tail coverage required upon cancellation or termination of the Professional Liability policy, as determined by the County. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.
- (9) The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.
- (10) Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.
- (11) County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

#### **Article VIII. Miscellaneous Provisions**

- (1) **Notice.** Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Agreement shall be validly given when delivered as follows:
  - i. Hand delivered to Contractor or County's Authorized Representative or hand delivered during normal business hours and addressed as shown below; or
  - ii. Delivered by U.S. Mail, electronic mail, or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Jaime Locklear  
Email Address: [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)

Elbow Tree Cooperative, LLC  
38 South Dixie Highway  
St. Augustine, FL 32084  
Attn: Hayne Steen  
Email Address: [hayne@elbowtreecooperative.com](mailto:hayne@elbowtreecooperative.com)

*With a copy to:*

St. Johns County  
Office of the County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084  
Email Address: [dmizut@sjcfl.us](mailto:dmizut@sjcfl.us)

- (2) **Third Parties.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto, any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.
- (3) **Relationship of the Parties.** The Parties agree that the Contractor is an independent contractor and that neither the Contractor nor any of its employees or subcontractors is an employee of the County and that nothing in this

Agreement shall be construed as or constitute an employment relationship between the County and Contractor. Contractor shall not attain any rights or benefits under the County's retirement or health insurance benefits or other rights generally afforded to County employees and, furthermore, shall not be deemed entitled to worker's compensation benefits as an employee of the County. Contractor shall be solely responsible for the payment of all applicable taxes for compensation paid to Contractor by the County pursuant to this Agreement.

- (4) **Indemnification.** The County shall not be liable for any acts of the Contractor not within the scope of this Agreement. To the extent allowed by Florida law, the Contractor shall indemnify, defend, and hold harmless the County and its officers, officials, employees, and agents from any liabilities, claims, lawsuits, damages, and expenses, including attorney's fees and costs, arising, directly or indirectly out of, resulting from, or incident to Contractor's performance of its obligations, in whole or part, under this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or misconduct of the County. This provision shall survive the termination or expiration of this Agreement. Nothing contained in this Agreement is intended to nor shall be construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.
- (5) **No Pledge of Ad Valorem Taxes.** The Parties agree that this Agreement does not constitute a general indebtedness of the County within the meaning of any constitutional, statutory, or charter provision or limitation, and it is expressly agreed by the parties that Contractor shall not have the right to require or compel the exercise of ad valorem taxing power of the County, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the County, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the County and the Contractor.
- (6) **Public Records.** The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, and acts on behalf of the County under this Agreement, Contractor shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service.

If Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems. Failure of Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.



**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HER DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OFFICE OF THE COUNTY ATTORNEY, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL32084, PH: (904) 209-0805, EMAIL: [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us).**

- (7) **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.
- (8) **Arbitration.** The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with this Agreement in any manner whatsoever.
- (9) **Entire Agreement.** This Agreement constitutes the entire agreement among the parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings, or agreements, either oral or written, among the parties hereto relating to the subject matter of this Agreement except those fully expressed herein, and each party agrees that, in entering into this Agreement, it has not relied on and is not entitled to rely on any statements, promises, or representations other than those set forth herein. This Agreement may not be modified or amended except by the mutual written agreement of the parties
- (10) **Assignment.** This Agreement may not be assigned, nor the duties or obligations herein delegated, in whole or in part, by Contractor without the written consent of the County.
- (11) **Amendments/Modifications.** No changes to this Agreement shall be made unless by means of an Amendment executed by both parties. The Parties agree to cooperate to amend or modify this agreement, by written Amendment, in the event there are circumstances that require deviation from the terms of this Agreement, or to appropriately comply with any revisions to applicable laws or regulations are revised.
- (12) **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.
- (13) **Public Entity Crimes Statement.** In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief that neither the Contractor nor any affiliates thereof has been convicted of a public entity crime. Contractor and any affiliates shall provide the County with a completed public entity crime statement form no later than January 15<sup>th</sup> of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for termination of this Agreement.
- (14) **Publicity and Advertising.** Contractor shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the County.
- (15) **Examination of Contractor's Records.** The County or its authorized representative shall, for a minimum of five (5) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving Services performed under this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals the Contractor has overstated any component price, or any other County payment obligation arising out of this Agreement, Contractor shall, at the election of the County, either immediately reimburse the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

- (16) **Disputes.** If any dispute between the County and Contractor arises under this Agreement, and such dispute cannot be resolved by good faith negotiation at the field level between the County and Contractor's respective Representatives, such dispute shall be promptly referred to Senior Representatives of the County Fire Rescue Department and Contractor, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any such meeting(s), the Parties will exchange relevant information that will assist the Parties in resolving the dispute or disagreement.

If after meeting, the Senior Representatives of the County Fire Rescue Department and Contractor's Project Team determine that the dispute or disagreement cannot be resolved on terms satisfactory to both Parties, the Contractor shall submit a Contract claim as provided herein.

Claims arising from this Agreement shall be filed with the Assistant Director of Purchasing & Contracts. Prior to filing a contract claim, Contractor shall first exhaust all remedies set forth in the Contract Documents. The Contract Claim must be submitted to the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing, the Contractor is required to proceed with performance of the Services and maintain effective progress to complete the Services within the Contract Term set forth herein. The contract claim shall include, at a minimum, the following:

- a) The name and address of the Contractor and any legal counsel; and
- b) The address to which the Assistant Director of Purchasing & Contracts should send their final decision; and
- c) Identification of the final adverse decision or document that is the subject of the contract claim; and
- d) Identification of the administrative remedies providing for in the contract that were pursued prior to the claim and the outcome; and
- e) A statement of the grounds for each issue to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contract deems applicable to the claims; and
- f) A statement of the grounds for each issue raised in the contract claim; and
- g) A copy of the final adverse decision or document that is the subject of the claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the claim.

During the Assistant Director of Purchasing & Contracts' review of the contract claim, the Assistant Director of Purchasing & Contracts may request additional information from either party. The Parties are to provide the Assistant Director of Purchasing & Contracts with the requested information within the time period set forth in the request, which shall at no time be less than ten (10) calendar days. Failure of any party to timely comply may result in resolution of the claim without consideration of the requested information.

The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the Contractor to the notice address listed herein or by such other means as agreed to by the Parties.

The decision for any contract claim by the Assistant Director of Purchasing & Contracts may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within ten (10) calendar days of receipt of the Assistant Director of Purchasing & Contract's decision. Failure of the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Contractor takes further legal action in Circuit Court.

- (17) **Conflict of Interest.** The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.



The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within 30 days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the County by the Contractor under the terms of this Agreement.

- (18) **Employment Eligibility and Mandatory Use of E-Verify.** As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its sub-contractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- a. Contractor shall require each of its sub-Contractors to provide Contractor with an affidavit stating that the sub-contractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
  - b. The County, Contractor, or any sub-Contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
  - c. The County, upon good faith belief that a sub-Contractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the sub-Contractor.
  - d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
  - e. Contractor acknowledges that, in the event that the County terminates this Agreement for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.
  - f. Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.
- (19) **Non-Exclusive Right.** Contractor has no exclusive right to provide the Services required under this Agreement. The County may, at its sole discretion, contract with others to perform the same duties or any part of the Services specified under this Agreement.
- (20) **Enforcement Costs.** If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation, or controversy arising out of this Agreement or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.
- (21) **Nondiscrimination.** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual

orientation and gender identity/expression), pregnancy, marital status or national origin (including limited English proficiency). Contractor shall include the foregoing or similar language in its contracts with any subcontractors.

- (22) **Convicted and Discriminatory Vendor Lists.** Contractor warrants that neither it nor any subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Section 287.133 and 287.134, Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.
- (23) **Availability of Funds.** The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature, for the purposes stated herein.

County

Contractor

St. Johns County, FL (Seal)

Elbow Tree Cooperative, LLC (Seal)

(Typed Name)

(Typed Name)

By: *James Locklear*  
(Signature of Authorized Representative)

By: *Janet Steed*  
(Signature of Authorized Representative)

James Locklear

Janet A. Steed

(Printed Name)

(Printed Name)

Asst Director, Purchasing & Contracts

OWNER

10/18/2022  
(Date of Execution)

10/18/2022  
(Date of Execution)

ATTEST: St. Johns County, FL  
Clerk of Circuit Court & Comptroller

By: *Antonia*  
(Deputy Clerk)

10/18/2022  
(Date of Execution)

Legally Sufficient:

*Adrian A.*  
(Office of County Attorney)

10/18/22  
(Date of Execution)





**Projected Statement of Revenue and Expenses**

	<b>Annual Totals</b>	
<b>Total Revenue</b>	\$	<b>262,496</b>
<b>Cost of Services</b>		
Individual Therapy	\$	59,375
Couples Therapy	\$	25,000
Critical Incident Debrief	\$	12,000
Contact Work @ Fire Station	\$	27,000
Consultation with Peer Counselors	\$	4,000
<b>Total Cost of Services</b>	\$	<b>127,375</b>
<b>Operating Expenses</b>		
<b>Direct Operating Expenses</b>		
CISM Training for Co-Op Team	\$	6,000
CISM Training Travel and Lodging	\$	2,400
EMDR Training	\$	12,000
Firefighter Collaborative for Co-Op Team	\$	3,000
Firefighter Collaborative Travel and Lodging	\$	4,872
SimplePractice Client Management Subscription	\$	13,875
<b>Total Direct Operating Expenses</b>	\$	<b>42,147</b>
<b>Indirect Operating Expenses</b>		
Website and Marketing	\$	4,100
Mileage	\$	5,000
Management and Administration Fee (Elbow Tree)	\$	75,000
Accounting	\$	4,800
Liability Insurance	\$	500
Banking & Payroll	\$	300
LLC Reinstatement	\$	794
Special Events	\$	2,000
Quickbooks	\$	480
	\$	-
<b>Total Indirect Operating Expenses</b>	\$	<b>92,974</b>
<b>Total Operating Expenses</b>	\$	<b>135,121</b>
<b>Net Profit/Loss</b>	\$	<b>-</b>

		<b>% of Revenue</b>	
<b>Total Cost of Services and Direct Expenses</b>	\$	<b>169,522</b>	<b>65%</b>
<b>Total Indirect Costs</b>	\$	<b>92,974</b>	<b>35%</b>



# ELBOW TREE COOPERATIVE

## SCOPE OF SERVICES

**24/7 Dedicated Phone Line** connecting SJCFR personnel with a live operator who will take essential information and pass it along securely to the Elbow Tree administrative team who will connect SJCFR personnel with a mental health counselor.

### **600 hours of Individual Therapy for Fire Rescue Personnel**

- Intake Session (Informed consent, determining “goodness of fit” between client and clinician, gathering family history and bio-psychosocial information.
- Individual Treatment Planning
- Weekly to bi-weekly 50-minute therapy sessions
- Ongoing updates to Treatment Plan
- Completion of discharge summaries

### **200 hours of Couples Therapy for Fire Rescue Personnel and Spouse/Partner**

- Intake Session (Informed consent, determining “goodness of fit” between clients and clinician, gathering family history and bio-psychosocial information)
- Couples Treatment Planning
- Weekly to bi-weekly 50-minute therapy sessions
- Ongoing updates to Treatment Plan
- Completion of discharge summaries

### **96 hours of Critical Incident Stress Management debriefs and consultations**

- Services provided within 72 hours (or sooner) of SJCFR critical incident based on service request from Operations Chief or Battalion Chiefs.
- Services provided on an as needed basis, as requested through the SJCFR peer support structure, battalion chiefs, Operations Chief, or Fire Rescue Chief.
- CISM services will include two clinicians per critical incident or disruptive event.
- Elbow Tree team member will follow up with SJCFR personnel one week following each CISM debrief.



**144 hours of Contact Work** - Earning the right to be trusted.

- Level 1 (Seeing and Be Seen) - Weekly

Elbow Tree leadership team members will attend scheduled Saint Johns County Fire Rescue events (promotions, fundraisers, trainings, and funerals) and spend intentional time every week with SJCFR personnel in the fire station.

- Level 2 (Talking with Firefighters) - Weekly

Elbow Tree leadership team members will initiate impromptu and intentional conversations with SJCFR personnel during visits to fire stations. Elbow Tree leadership is committed to initiating and engaging in meaningful and mindful conversations with SJCFR personnel as curious and compassionate listeners.

- Level 3 (Doing Things with Firefighters) - Monthly

Elbow Tree leadership team members will be present for impromptu or intentional group experiences (i.e. scheduled ride alongs, fire house psycho-educational gatherings, firehouse therapy groups) as well as one-on-one shared experiences (off duty meals, fishing, surfing, and/or paddling).

*Short term goal - First 90 days, six Elbow Tree team members will be dedicated to trust building efforts in three specific SJCFR stations, to be determined in partnership with SJCFR leadership.*

*Long term goal - Every SJCFR station in the county would have two dedicated Elbow Tree team member serving as a Point Of Contact for SJCFR leadership (Battalion Chiefs, Captains, Lieutenants) at specific SJCFR station. Point of Contact would likely serve as a familiar and trusted liaison for providing groups and CISM coverage for all three shifts in a specific station.*



### **32 hours of Peer Support**

- Monthly Peer Support consultations provided to SJCFR Peer Support team members for the purposes of strengthening awareness and strategies for addressing departmental mental health trends.
- As needed consultation phone calls from SJCFR Peer Support team for purpose of supporting SJCFR personnel to conceptualize acute mental health scenarios.

**Quarterly Events** (i.e. Mindful Paddles, Surf Therapy, Firehouse Yoga) - partnering with local vendors who provide restorative and therapeutic supplemental services.

**Monthly “Shift Change” Podcast** to diminish resistance and stigmas to counseling among fire rescue personnel in Saint Johns County

**Monthly “Shift Change” Newsletter** emailed to every fire rescue personnel spotlighting therapeutic resources and opportunities

**Monthly blog articles** addressing relevant mental health and fire rescue resilience.

**Monthly book recommendations** with the potential to evolve into a remote online book club to discuss and process a selected text.

**Annual daylong retreat** designed to invite interested fire rescue personnel to pull away and dedicate time for personal renewal in a relaxed retreat style setting.



## Certificate of Liability Insurance

Date Issued: 08/29/2022

**Underwritten by:** Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058  
**Administered by:** CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · Info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

**Insured:** Elbow Tree Christian Counseling, LLC,  
Elbow Tree Cooperative, LLC  
Hayne Steen  
38 South Dixie Highway  
St. Augustine, FL 32084

**Policy Number:** AR138932  
**Policy Term:** 07/23/2022 to 07/23/2023

### Covered Locations

**Professional Liability:** Portable coverage, not location specific

#### **General Liability Insured Location(s):**

38 South Dixie Highway, St. Augustine, FL 32084  
408 4th Street North, Jacksonville Beach, FL 32250

Coverage Type (Occurrence Form)	Per Incident (Per Individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 5,000,000
Supplemental Liability	\$ 1,000,000	\$ 5,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	1,000,000	3,000,000
◦ Fire/Water Legal Liability	\$ 250,000	\$ 250,000
Business Personal Property	N/A	N/A

Comments/Special Descriptions:

### Certificate Holder

St. Johns County, a political subdivision of the State of Florida  
Joanie Chiarelli  
500 San Sebastian View  
Saint Augustine, FL 32084

Certificate Holder has been added as an additional insured

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Notice of Cancellation will only be provided to the first named Insured in accordance with policy provisions, who shall act on behalf of all additional Insureds with respect to giving notice of cancellation.

Authorized Representative  
C. Phillip Hodson



Tel: 1-800-841-3000

**GEICO General Insurance Company**  
 One GEICO Center  
 Macon, GA 31295-0001

## Declarations Page

This is a description of your coverage.  
 Please retain for your records.

**Policy Number: 6011-95-50-90**

**Coverage Period:**

06-02-22 through 12-02-22

12:01 a.m. local time at the address of the named insured.

Date Issued: April 2, 2022

HAYNE A STEEN AND RUTH STEEN  
 142 MENENDEZ RD  
 ST AUGUSTINE FL 32080-5359

Email Address: haynesteen@me.com

**Named Insured**

Hayne Addison Steen  
 Ruth Steen

**Additional Drivers**

Samuel Steen  
 Vanessa Fleurigene Steen  
 Sarah Davis Steen

<u>Vehicles</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 2009 Nissan Versa	3N1BC13E09L378903	ST AUGUSTINE FL 32080-5359	
2 2005 Toyota Tma / SR5	5TEUX42N15Z038695	ST AUGUSTINE FL 32080-5359	
3 2007 Toyota HighHybrid	JTEHW21A870037761	ST AUGUSTINE FL 32080-5359	
4 2016 Honda Pilot	5FNYP6H7XGB045609	ST AUGUSTINE FL 32080-5359	
5 2015 Ford Focus	1FADP3F24FL273608	ST AUGUSTINE FL 32080-5359	VYSTAR CU

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>	<u>Vehicle 2</u>	<u>Vehicle 3</u>	<u>Vehicle 4</u>
Bodily Injury Liability Each Person/Each Occurrence	\$100,000/\$300,000	\$1,150.30	\$744.50	\$1,570.10	\$441.30
Property Damage Liability	\$50,000	\$273.30	\$198.50	\$446.30	\$117.50
Personal Injury Protection	\$500 Ded/Insd&Rel	\$94.90	\$92.00	\$125.20	\$92.90
Uninsured Motorist/Nonstacked Each Person/Each Occurrence	\$20,000/\$20,000	\$47.20	\$55.20	\$59.60	\$72.40
Comprehensive (Excluding Collision)	\$500 Ded	-	-	-	\$61.60

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>	<u>Vehicle 2</u>	<u>Vehicle 3</u>	<u>Vehicle 4</u>
Collision	\$500 Ded	-	-	-	\$134.40
Emergency Road Service	ERS FULL	-	-	-	\$7.20
<b>Six Month Premium Per Vehicle</b>		<b>\$1,565.70</b>	<b>\$1,090.20</b>	<b>\$2,201.20</b>	<b>\$927.30</b>

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 5</u>
Bodily Injury Liability Each Person/Each Occurrence	\$100,000/\$300,000	\$1,175.40
Property Damage Liability	\$50,000	\$243.60
Personal Injury Protection	\$500 Ded/Insd&Rel	\$128.90
Uninsured Motorist/Nonstacked Each Person/Each Occurrence	\$20,000/\$20,000	\$59.60
Comprehensive (Excluding Collision)	\$500 Ded	\$53.10
Collision	\$500 Ded	\$364.10
Emergency Road Service	ERS FULL	\$8.00
<b>Six Month Premium Per Vehicle</b>		<b>\$2,032.70</b>
<b>Total Six Month Premium</b>		<b>\$7,817.10</b>

\*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

### Discounts and Surcharges

#### Discounts

<b>The total value of your discounts is</b>	<b>\$3,290.00</b>
Passive Restraint/Air Bag (All Vehicles) .....	\$324.20
Anti-Lock Brakes (All Vehicles) .....	\$378.50
Seatbelt (All Vehicles) .....	\$85.80
Good Student (Veh 1, 3) .....	\$702.70
Multi-Car (All Vehicles) .....	\$399.30
5 Year Good Driving (Veh 1, 4, 5) .....	\$969.00
Sponsored Group (All Vehicles) .....	\$419.00
Anti-Theft Device (Veh 4, 5) .....	\$11.50

#### Surcharges

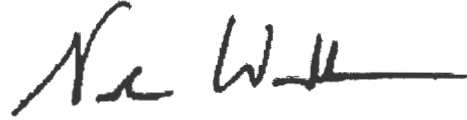
Accident and/or Conviction and/or Inexperienced (Veh 2, 3) .....	\$226.50
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**Contract Type:** A30FL, FAMILY AUTO INSURANCE POLICY

**Contract Amendments:** ALL VEHICLES - A30FL(03-20) A54FL(04-21) SIGPGCW(07-20)

**Unit Endorsements:** UE316F(02-15) (VEH 5); A239(03-20) (VEH 1,2,3,4,5); A115S(08-20) (VEH 4,5)

Countersigned by Authorized Representative



### Important Policy Information

- If you have any questions about this policy, about the insurance services we offer, or if you need assistance resolving a complaint please contact GEICO at 1-800-841-3000. We can assist you with your personal insurance needs.
- Please review the front and/or back of this page for your coverage and discount information.
- Active Duty, Guard, Reserve or Retired Military: Call 1-800-MILITARY to see if you qualify for the Military Discount.
- You are receiving a \$419.00 discount based on your membership in NAVY FEDERAL CREDIT UNION - NFCU.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA, however, in Virginia coverage is limited for custom furnishings or equipment on pick-up trucks and vans but you may purchase coverage for this equipment. Please call us at 1-800-841-3000 or visit us at [geico.com](http://geico.com) if you have any questions.
- We have a new rating program available. If you're interested in learning more, inquire at 1-866-422-0360.
- Confirmation of coverage has been sent to your lienholder and/or additional insured.
- Claims incurred while an insured vehicle is being used to carry passengers for hire may not be covered by this contract. Please review the contract for a full list of exclusions and contact us if you plan to use any of your insured vehicles for this purpose.
- Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree. GEICO asks that you support us in the battle against insurance fraud by reporting any suspicious activities to GEICO at (800) 824-5404 x3313 or the National Insurance Crime Bureau (NICB) (800) TEL-NICB or [www.nicb.org](http://www.nicb.org). Your call is free. Your call can be anonymous. You could be eligible for a reward.
- IMPORTANT NOTICE regarding the increase in your premium to our insureds: Your premium rates are higher because of a change in your policy risk characteristics. A recent accident, conviction, or claims history has resulted in a change of tier. Your policy will be reviewed on a periodic basis, and your rates may be adjusted up or down based on your individual characteristics in accordance with our filed and approved rate program.



