11	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

10/20/2026

BCC MEETING DATE

TO: **Joy Andrews, County Administrator** **DATE:** **October 1, 2026**

FROM: **Jaime Locklear, Director, Purchasing** **PHONE:** **904 209-0158**

SUBJECT OR TITLE: **Contract Amendment #4 Annual Renewal of Professional Services Agreement (Misc. 23-03) with Elbow Tree Cooperative for Mental Health Counseling Services**

AGENDA TYPE: **Consent Agenda, Contract, Resolution, Workshop**

BACKGROUND INFORMATION:

In 2023, the BOCC approved issuance of a Contract with Elbow Tree Cooperative to provide mental health counseling services for SJC Fire Rescue eligible personnel. Since the onset of the Contract, the services have expanded to include eligible employees in the Health & Human Services, Medical Examiner's Office, and Human Resources Departments. The Contract provides for annual renewal of the Contract, with Board approval. For the renewal this year, the Scope of Services have been updated to provide definitive parameters for Services and eligibility. Elbow Tree's Proposal is for this year's renewal is $645,927. Any Services for Human Resources are not included in the annual price, and will be identified as needed, and will be authorized with a Contract Amendment. Staff recommends Board approval of this Amendment renewing the Contract with Elbow Tree for performance of mental health counseling at an annual price not-to-exceed $645,927.00.

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Fire Rescue Fund - Fire Rescue: $624,000 (1171-1224-53120) General Fund - Human Resources and $80,000 (0001-0016-53120)

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2026-_____, authorizing the County Administrator, or designee, to execute Contract Amendment #4, for a one-year renewal of the Contract with Elbow Tree for mental health counseling services at a not-to-exceed amount of $645,927.00, in accordance with the Contract Documents.

For Administration Use Only:
Legal: Jalisa Ferguson 10/8/2026 **OMB: ARM 10/8/2026** **Admin: JDD 10/8/2026**

RESOLUTION NO. 2026 -_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CONTRACT AMENDMENT NO: 04 FOR ANNUAL RENEWAL OF MASTER CONTRACT NO: 22-PSA-ELB-17084 WITH ELBOW TREE COOPERATIVE, LLC, FOR MENTAL HEALTH COUNSELING SERVICES FOR SJC FIRE RESCUE, MEDICAL EXAMINER'S, HEALTH & HUMAN SERVICES AT AN ANNUAL NOT-TO-EXCEED AMOUNT OF $645,927.00.

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 expanded services to Medical Examiner's, Health and Human Services, and Human Resources Department eligible personnel; and

WHEREAS, the scope of services for the FY2027 renewal will be performed at an annual not-to-exceed amount of $645,927.00, with services for Human Resources being as needed, and authorized by Contract Amendment; and

WHEREAS, the Scope of Services provided in Exhibit A of the Amendment provide more definitive parameters for the Services, as well as defined eligibility requirements for personnel to receive Services under the Contract; and

WHEREAS, the services will be funded from the Fire Rescue Departmental and Human Resource Budgets for FY2027.

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: 04 with Elbow Tree Cooperative, LLC, Inc., to authorize a one year renewal through October 17, 2027 for Mental Health counseling for SJC Fire Rescue, Medical Examiners, Health & Human Services and Human Resource Personnel for an annual not-to exceed amount of $645,927.00 for FY 2027.

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____ day of_____, 2026.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Clay Murphy, Chair

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

By:_____
Deputy Clerk

CONTRACT AMENDMENT NO: 04

Misc. 23-03; Mental Health Counseling for SJC Fire Rescue/HHS/Medical Examiner/HR Eligible Personnel
Master Contract No: 22-PSA-ELB-17084

October 7, 2026

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

Contract Amendment No: 04 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 $645,927.00 for Services for eligible Fire Rescue, Medical Examiners, Health & Human Services Personnel as provided herein. Services for Human Resources shall be as needed, and authorized with an Amendment to the Contract.
3. The Scope of Services and Pricing Proposal is attached hereto as "Exhibit A" to this Amendment. This Exhibit A is revised to provide clarification as to the eligibility of personnel to receive services under this Contract.

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: 04



Elbow Tree Cooperative

Projected Statement of Revenue and Expenses

Scope of Services • 2026-2027

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Elbow Tree Cooperative, LLC
www.elbowtreecooperative.com

Projected Statement of Revenue and Expenses: 2026-2027

St. Johns County · Master Contract 22-PSA-ELB-17084 · October 2026 – September 2027

Total Revenue **$ 645,927**

Projected Revenue by Department	Fire Rescue	Health & Human Services	Medical Examiner	Total
Clinical Services				
Individual Counseling — Personnel	$189,114	$46,573	$4,234	$239,921
Individual Counseling — Spouse	$117,985	–	–	$117,985
Individual Counseling — Child	$102,319	–	–	$102,319
Individual Counseling — Retiree	$10,585	–	–	$10,585
Individual Counseling — Cadet	$2,258	–	–	$2,258
Couples and Family Therapy	$38,528	–	–	$38,528
Psychotherapy Incorporating Equines	$9,879	$9,879	–	$19,758
Group Psychoeducation	$1,694	$1,694	–	$3,387
Group Therapy	$5,081	–	–	$5,081
Contact Work	$7,057	–	–	$7,057
CISM	$1,411	–	–	$1,411
Peer Support	$3,387	–	–	$3,387
Total Clinical Services	**$ 489,298**	**$ 58,146**	**$ 4,234**	**$ 551,677**
Management Costs	$83,593	$9,934	$723	$94,250
Allocated by each department's share of projected hours: Fire Rescue 88.69%, HHS 10.54%, Medical Examiner 0.77%				
Total Projected Revenue	**$ 572,891**	**$ 68,079**	**$ 4,957**	**$ 645,927**

All clinical services are billed at an hourly rate of *$141.13*

Supplemental Schedule

Projected Hours by Department	Fire Rescue	Health & Human Services	Medical Examiner	Total
Individual Counseling — Personnel	1,340	330	30	1,700
Individual Counseling — Spouse	836	–	–	836
Individual Counseling — Child	725	–	–	725
Individual Counseling — Retiree	75	–	–	75
Individual Counseling — Cadet	16	–	–	16
Couples and Family Therapy	273	–	–	273
Psychotherapy Incorporating Equines	70	70	–	140
Group Psychoeducation	12	12	–	24
Group Therapy	36	–	–	36
Contact Work	50	–	–	50
CISM	10	–	–	10
Peer Support	24	–	–	24
Total Projected Hours	**3,467**	**412**	**30**	**3,909**

DEFINITIONS

“ELBOW TREE COOPERATIVE” AND “ETCO”	For purposes of this Scope of Services, the terms **“Elbow Tree Cooperative”** and **“ETCO”** refer to Elbow Tree Cooperative, LLC, and may be used interchangeably throughout this document.
CONTRACT BENEFICIARY	**Contract beneficiaries** are individuals eligible to receive services under the County contract, including: • Actively employed, certified St. Johns County Fire Rescue firefighters and telecommunicators. • The legal spouses and qualifying children of eligible Fire Rescue personnel; • Eligible Fire Rescue retirees; • Fire Rescue cadets; • Actively employed St. Johns County Health and Human Services CBC personnel assigned specifically to Family Integrity Program; • Actively employed personnel of the St. Johns County Medical Examiner’s Office; and • Eligible individuals within another County department or employee group. Eligibility for Fire Rescue retirees, Family Integrity Program and Medical Examiner’s Office personnel is limited to the eligible employee and does not extend independently to spouses, couples, family or individual spouses, children, or other family members unless expressly authorized in writing by the County. All contract beneficiaries remain subject to the applicable eligibility requirements, benefit periods, covered services, and utilization limits established in this agreement.
Employee	A **qualifying employee** is an individual who is actively employed by St. Johns County in a position or department expressly included within this agreement and whose eligibility can be verified through an employee roster or other written confirmation provided by an authorized County representative. Qualifying employees include: • Actively employed, certified St. Johns County Fire Rescue firefighters and telecommunicators. • Health & Human Services – Community Based Care (CBC) / Family Integrity Program • Actively employed personnel of the St. Johns County Medical Examiner’s Office; and • Human Resources personnel eligible as directed by the County • Eligible individuals within another County department or employee group. expressly authorized in writing by the County, subject to any service, duration, utilization, or eligibility parameters included in that authorization.

Retiree	A **Fire Rescue retiree** is a former certified St. Johns County Fire Rescue firefighter or telecommunicator who concluded active County service **within ten years** and through a County-recognized service whose retirement date and status can be verified through an employee roster or written confirmation from an authorized County representative. Participation in the Deferred Retirement Option Program (DROP) does not, by itself, establish retiree status while the employee remains actively employed. Retiree eligibility begins on the employee's official final date of active service or other retirement-effective date documented by the County. Unless otherwise authorized in writing, retiree eligibility is limited to individuals who retire in good standing. For purposes of benefit administration, the County will determine and verify whether a former employee meets this requirement without disclosing confidential personnel information to Elbow Tree Cooperative.
Spouse	A **legal spouse** is an individual to whom the eligible employee is legally married through a marriage valid and recognized under Florida law. Fiancés, domestic partners, former spouses, dating partners, and other individuals who are not legally married to the employee are not independently eligible for individual psychotherapy services under the spouse benefit. Eligible beneficiaries for receiving couples counseling services may elect to include fiancés, domestic partners, former spouses, dating partners, and other individuals for couples counseling but the eligible beneficiary must be present in therapy.
Child	A **qualifying child** is the eligible employee's biological child, legally adopted child, legally recognized stepchild resulting from the employee's legal marriage, foster child, and child under legal guardianship. A qualifying child remains eligible through the child's 25th year and ceases to be eligible on the child's 26th birthday.
	A **qualifying foster child** is a child formally placed in the eligible employee's home and legal care through a court order, the Florida Department of Children and Families, a licensed child-placing agency, or another legally authorized placement arrangement. Eligibility applies while the documented foster placement remains active and the employee is authorized to consent to or arrange behavioral-health services for the child. Informal caregiving arrangements, temporary visits, and undocumented placements do not independently establish eligibility.

	A **qualifying child under legal guardianship** is a child who is not in foster care and for whom the eligible employee has been formally appointed legal guardian through a valid court order or other legally authorized guardianship arrangement. The employee must possess the legal authority to consent to or arrange behavioral-health treatment for the child. Eligibility remains in effect while the legal guardianship remains active and the child otherwise satisfies the contract's age requirements. Informal caregiving relationships, temporary custody arrangements, powers of attorney that do not confer legal guardianship, and undocumented agreements do not independently establish eligibility. Children under legal guardianship are recognized as a separate eligibility category from foster children and do not need to be placed through the Florida Department of Children and Families or a licensed child-placing agency to qualify.
Clinical Session	A **clinical session** is a scheduled, documented behavioral-health service provided to or on behalf of an identified client by a qualified, licensed, or appropriately supervised mental-health professional. Clinical sessions may include assessment, treatment planning, individual psychotherapy, couples or family therapy, play therapy, parent or caregiver consultation, crisis intervention, risk assessment, equine therapy, and other clinically appropriate services included within the client's treatment plan. A standard clinical session consists of up to 60 scheduled minutes and is counted as one clinical hour toward the applicable annual benefit. Sessions scheduled for 90 minutes are counted as 1.5 clinical hours. Extended or intensive sessions are counted according to their scheduled duration. A clinical session may be provided in person, through secure telehealth, or through another approved therapeutic format, including equine-assisted psychotherapy. The session must be connected to an identified client, supported by clinical documentation, and delivered within the practitioner's qualifications and scope of practice. Administrative scheduling, billing activity, informal conversations, Contact Work, general outreach, peer-support consultation, and nonclinical educational activities are not considered clinical sessions.
Counseling and Psychotherapy	"Counseling" and "psychotherapy" are used interchangeably throughout this document to describe professional mental health services provided by qualified clinicians. Unless otherwise specified, either term refers to the same scope of clinical therapeutic services.

Late Cancellation or No-Show	A **late cancellation** occurs when an appointment is cancelled or rescheduled fewer than 24 hours before its scheduled start time. A **no-show** occurs when a beneficiary does not attend, provides no advance notice, or arrives or joins a telehealth session more than 15 minutes late and the clinician is unable to provide the scheduled service. A late cancellation or no-show may result in a beneficiary fee but does not constitute a completed clinical session and will not be deducted from the beneficiary's annual clinical-hour allowance. Eligible beneficiary may be charged for late cancellation and no-show.
Billable Clinical Hour	A billable clinical hour is one 60-minute unit of scheduled, covered clinical provided to or on behalf of an identified client and supported by appropriate clinical documentation. A 90-minute service equals 1.5 billable clinical hours. Administrative activities, informal contacts, and nonclinical services are not billable clinical hours unless separately authorized under this agreement.
Management Cost	County meetings and reporting; contract administration and budget oversight; team management and scheduling; clinician recruitment, contracting, credentialing, and support; billing, payroll, and utilization audits; quality assurance and compliance monitoring; marketing and website maintenance; software and systems administration; and client-access coordination.
Clinical Year	A **clinical year** is the fixed 12-month period corresponding with the County's contract year during which a beneficiary's service utilization is measured. Benefits renew at the beginning of each clinical year, and unused clinical hours do not carry forward.
Calendar Day and Business Day	A **calendar day** means each consecutive day, including weekends and holidays. A **business day** means Monday through Friday, excluding County-observed holidays. Unless otherwise specified, when a deadline falls on a weekend or County-observed holiday, the deadline will extend to the next business day.
Clinician	A **clinician** is a qualified behavioral-health professional within the Elbow Tree Cooperative provider network who is licensed, registered, or otherwise legally authorized to provide clinical services in Florida. When applicable, the clinician must practice under required supervision and within the individual's education, training, professional competence, and authorized scope of practice.
Subcontracted Clinician	A **subcontracted clinician** is an independently contracted behavioral-health professional or provider affiliated with the Elbow Tree Cooperative network through a written subcontractor agreement. The clinician must satisfy ETCO's credentialing, licensure, supervision, insurance, documentation, confidentiality, quality-assurance, and scope-of-practice requirements while providing services under the County contract.

Authorized County Representative	An **authorized County representative** is a County employee or official designated in writing to request or approve services, verify eligibility, provide contract direction, or act on behalf of an eligible department within the limits of the representative's assigned authority. This designation does not authorize access to confidential clinical information.
Official Request	An **official request** is a documented request for services submitted by an authorized County representative through email, an approved County system, or another mutually accepted communication method. In urgent circumstances, a verbal or telephone request may be accepted if it is documented and subsequently confirmed in writing.
Critical Incident	A **critical incident** is an unexpected, traumatic, threatening, or highly disruptive event that may significantly affect the emotional well-being or functioning of County personnel. Critical incidents may include an employee suicide, death of employee's child, the unexpected death of a colleague or department leader, workplace violence or a credible threat of violence, a shooting or near-miss event, a line-of-duty death or serious injury, mass-casualty exposure, or another event determined by an authorized County representative to warrant a coordinated behavioral-health response.
Contact Work	**Contact Work** consists of nonclinical outreach and relationship-building activities that maintain ETCO's visibility, familiarity, and trust among Fire Rescue personnel and leadership. It may include ride-alongs, station visits, informal conversations, department events, graduation or promotion ceremonies, trainings, and wellness activities and does not constitute psychotherapy or establish a clinical relationship.
Clinical Necessity	**Clinical necessity** means that a service is reasonably needed to assess, treat, stabilize, or prevent worsening of a beneficiary's behavioral-health symptoms, relational functioning, safety, or daily functioning. Clinical necessity is determined by a qualified clinician using professional judgment, documented treatment needs, progress, risk factors, and the appropriateness of the current level of care.
Written Authorization	**Written authorization** is documented approval issued by an authorized County representative through email, a signed document, an approved County system, or another mutually accepted written method. The authorization must identify the person, group, service, or activity approved and specify any applicable duration, utilization limits, financial parameters, or other conditions.

PURPOSE AND ALLOCATION

This Scope of Services establishes the behavioral-health and mental-fitness services to be provided by Elbow Tree Cooperative under its agreement with St. Johns County, Florida. It defines the eligible contract beneficiaries, covered services, benefit limits, authorization requirements, billing standards, access expectations, and administrative responsibilities applicable to the County-funded program.

PROMOTING MENTAL FITNESS AND RESILIENCE

A central goal of Elbow Tree Cooperative's services is to help contract beneficiaries **develop greater mental fitness and resilience**. Public-safety and other frontline personnel often have limited control over the traumatic events, critical incidents, human suffering, organizational stressors, and cumulative demands they encounter in the course of their work. Although these exposures cannot always be prevented, beneficiaries can strengthen how they understand, process, and respond to them.

Elbow Tree Cooperative clinicians help participants cultivate greater self-awareness, emotional regulation, healthy coping practices, relational connection, and help-seeking confidence. Services are also intended to strengthen beneficiaries' relationships with themselves, spouses, family members, friends, coworkers, and other sources of support—helping them remain connected, adaptive, and emotionally healthy throughout the demands of their careers and personal lives.

PROVIDING 24/7 LIVE OPERATOR AND PHONE LINE

Elbow Tree Cooperative will provide contract beneficiaries with access to a dedicated telephone line available 24 hours a day, seven days a week. Callers will be connected with a live operator whose role is limited to gathering essential contact and service-request information, asking whether the caller identifies the matter as urgent, and securely forwarding the information to the Elbow Tree Cooperative administrative team for follow-up. The operator does not answer clinical or program-related questions, provide counseling, offer clinical guidance, schedule appointments, or assess behavioral-health needs.

This telephone line is **not a crisis hotline** and is not intended to replace 911, the 988 Suicide & Crisis Lifeline, a hospital emergency department, or any other crisis-response service. A caller experiencing an immediate threat to life or safety, a medical emergency, or an acute behavioral-health crisis should call 911 or 988 or proceed to the nearest emergency department. Elbow Tree Cooperative may subsequently provide appropriate support, referral, scheduling assistance, or care coordination, but neither

the dedicated phone line nor its operators provide emergency or crisis-response services.

ENSURING TIMELY ACCESS TO CLINICAL SERVICES

Elbow Tree Cooperative will respond to each initial service inquiry within 24 hours and begin the process of connecting prospective clients with an Elbow Tree Cooperative subcontracted clinician. The goal is for eligible contract beneficiaries to complete their first clinical session **within 10 business days** of their initial point of contact.

Clinician matching will consider the prospective client's stated clinician preferences, preferred office location or telehealth needs, scheduling availability, presenting concerns, and the clinician's qualifications and clinical scope of care. If the preferred clinician, location, or appointment time is unavailable within the 10-day period, the Client Access Coordinator will offer other clinically appropriate options whenever possible.

The 10-day access period may be extended when the prospective client requests a later appointment, limits availability, declines available clinician options, cannot be reached after reasonable follow-up efforts, requires a specialty service that is not immediately available, or presents with needs requiring referral to a different provider or level of care. Elbow Tree Cooperative will document its initial response, referral efforts, appointment options offered, and the date of the first scheduled clinical session.

ACCESSING EMPLOYEE ROSTERS AND ELIGIBILITY VERIFICATION

Each participating County department will designate an authorized representative responsible for providing Elbow Tree Cooperative with accurate and current employee eligibility information. Before services begin under the updated contract, each department will provide a roster of all employees eligible to receive services.

Monthly: Thereafter, the department will provide a **monthly update** identifying personnel who have been hired, transferred into or out of an eligible position, retired, separated from employment, or otherwise experienced a change in eligibility. Monthly updates will be submitted no later than the tenth business day of the following month.

Quarterly: Each department will also provide a complete **updated roster quarterly** to reconcile eligibility records and correct any discrepancies.

Rosters should **include only the minimum information reasonably necessary** to verify eligibility, such as the employee's full name, eligible department or division, employment status, and applicable eligibility or separation date.

Roster information will be **used solely for contract administration and eligibility verification**. Inclusion on a roster does not disclose or imply that an employee has requested, received, or participated in behavioral-health services. Elbow Tree

Cooperative will not provide participating departments with identifiable information about an employee's treatment participation except when authorized by the employee or required by law.

TRANSITIONAL ELIGIBILITY FOLLOWING SEPARATION

An otherwise eligible employee who resigns, transfers out of an eligible position, or separates from County employment may continue receiving covered services for **up to 30 calendar days** following the employee's effective date of separation or eligibility change. This transitional period is intended **to preserve continuity of care** while Elbow Tree Cooperative receives updated roster information, conducts an internal eligibility audit, and assists the participant with an appropriate transition of services when necessary.

BILLABLE HOURS

Billing Increments: Each service will be billed for a minimum of one hour at the standard contract rate of $141.13 per billable hour. After the initial 60 minutes, additional service time will be billed in 30-minute increments at one-half of the standard hourly rate. The 30-minute billing increment applies only to time provided beyond the first billable hour and is not available as a standalone service rate.

Service	Billable Hourly Rate	Inclusions
Individual Counseling	$141.13 per clinical hour	Preparation, documentation, and follow-up are included. Travel may only be billable in the event of a crisis response.
Couples and Family Therapy	$141.13 per clinical hour	Preparation, documentation, and follow-up are included. Travel may only be billable in the event of a crisis response.
Parent Consultation	$141.13 per clinical hour *Bills under child benefit*	Preparation, documentation, and follow-up are included.
Group Therapy	$141.13 per clinical hour *Per facilitating clinician*	Travel will not be billable.
Group Psychoeducation	$141.13 per clinical hour *Per facilitating clinician*	Travel will not be billable.
Contact Work	$141.13 per billable hour *Per clinician*	Travel will not be billable to first destination but may apply when visiting multiple destinations.
Peer Support	$141.13 per clinical hour *Per participating clinician*	Attendance, preparation, consultation, travel, and follow-up are billable.
CISM Debriefing & Consultation	$141.13 per clinical hour *Per participating clinician*	Attendance, preparation, consultation, travel, documentation, and follow-up are billable.

CONTRACT LEVEL BUDGET MONITORING

Elbow Tree Cooperative will provide monthly utilization reports with every monthly invoice and will notify the County when invoiced and committed services reach designated percentages (50%, 70%, 85%, 95%) of the annual contract amount.

When utilization indicates that expenditures may exceed available funding, the parties will meet promptly to establish prospective service priorities or other written adjustments. Changes will not be applied retroactively to services already authorized or provided.

SERVICE AUTHORIZATION

Eligible beneficiaries may initiate routine individual, couples, or family therapy without prior authorization from a County representative, subject to eligibility verification and applicable benefit limits. Group programs, critical-incident responses, Contact Work, services for otherwise ineligible individuals or departments, and other non-routine services require an official request or written authorization from an authorized County representative.

Service:	**Who may authorize:**
Individual Counseling	Eligible adult beneficiary or the parent/legal guardian of an eligible minor.
Extended-Care Exception	Elbow Tree Cooperative clinical director
Couples and Family Therapy	Eligible adult beneficiary and appropriate participants
CISM response	Fire Rescue leadership and Fire Chaplain
Group Programming	Authorized department representative
Contact Work	Fire Rescue leadership and Fire Chaplain
Services for other departments	Written County authorization

Annual Individual Counseling Benefit by Beneficiary Type

Approved Beneficiary Type	**Maximum County-covered Clinical Hours per Clinical Year**
Active Fire Rescue firefighter and telecommunicator	**24 hours**
Legal spouse of an active Fire Rescue employee	**24 hours**
Each qualifying child of an active Fire Rescue employee	**24 hours**
Eligible Fire Rescue firefighter or telecommunicator retiree	**24 hours**
Legal spouse of an eligible Fire Rescue retiree	**24 hours**
Health and Human Services CBC employee assigned to the Family Integrity Program	**24 hours**
Medical Examiner's Office employee	**24 hours**
Approved Fire Rescue cadet	**8 hours**
Other County employee or beneficiary approved in writing	**As specified by written authorization**
Beneficiary needing Extended Care Exception	**24 hours + Additional 12-hour increments** **Subject to clinical review and approval*

INDIVIDUAL COUNSELING

$141.13 per clinical hour

Eligibility will be verified at the initiation of services and periodically thereafter when reasonably necessary. Eligibility establishes access to services but does not authorize the County to receive confidential clinical information.

Services are intended to address personal, occupational, relational, and behavioral-health concerns that may affect an employee's well-being, functioning, resilience, or ability to perform their duties safely and effectively.

Presenting concerns may include, but are not limited to:

- Occupational stress, burnout, and compassion fatigue
- Exposure to critical incidents, cumulative trauma, and post-traumatic stress symptoms
- Anxiety, depression, grief, anger, and emotional dysregulation
- Sleep disturbance and difficulties transitioning between work and home
- Marriage, relationship, parenting, or family concerns addressed within an individual-treatment format
- Substance-use concerns and support for recovery
- Life transitions, identity concerns, and adjustment difficulties
- Suicidal thoughts, emotional crises, and other behavioral-health risks
- Development of coping skills, resilience, communication, and emotional fitness

Counseling Services Include: Assessment, treatment planning, and crisis intervention provided through clinically appropriate and evidence-informed treatment approaches. Individual counseling may incorporate evidence-based and evidence-informed clinical interventions selected according to the participant's presenting concerns, treatment goals, clinical needs, and clinician qualifications.

Interventions may include: Cognitive Behavioral Therapy (CBT), Eye Movement Desensitization and Reprocessing (EMDR), Internal Family Systems-informed therapy (IFS), Acceptance and Commitment Therapy (ACT), Accelerated Resolution Therapy (ART), Dialectical Behavior Therapy-informed skills (DBT), Motivational Interviewing, Narrative Therapy, Psychodrama, Solution-focused Therapy, mindfulness-based interventions, psychoeducation, grief counseling, substance-use and relapse-prevention interventions, crisis stabilization, suicide-risk assessment and safety planning, and trauma-focused or exposure-based approaches. When clinically appropriate, treatment may also incorporate experiential modalities, including equine-assisted psychotherapy, expressive interventions, and somatic or nervous-system regulation strategies. Services are individualized, goal-directed, documented, and periodically evaluated for progress, continued clinical necessity, and the appropriateness of the current level of care. Equine-assisted psychotherapy must be provided or clinically directed by a qualified behavioral-health professional and must include therapeutic goals, clinical documentation, and periodic assessment of

treatment progress. It does not include recreational riding, general horsemanship, or nonclinical equine activities.

Services for children and adolescents may incorporate developmentally appropriate interventions such as play therapy, child-centered play therapy, expressive arts, sand-tray interventions, therapeutic games, and dance/movement therapy. These approaches may help children communicate experiences that are difficult to express verbally, develop emotional awareness and self-regulation, process trauma or loss, strengthen coping skills, and improve relational functioning. Parent consultation, caregiver involvement, and family-based interventions may also be incorporated when clinically appropriate and consistent with the child's treatment goals.

Sessions may be provided in person or through secure telehealth and will generally follow standard clinical-session lengths. The frequency, duration, treatment approach, and need for continued services will be determined by the treating clinician based on clinical necessity, treatment progress, professional judgment, and any utilization parameters determined by the County and Elbow Tree Cooperative.

Except when disclosure is required by law or authorized in writing by the employee, the County will not receive information regarding an employee's participation, diagnosis, treatment content, or clinical record. Aggregate utilization information may be provided for contract administration and program evaluation without identifying individual participants.

This service **does not** include fitness-for-duty evaluations, workers' compensation evaluations, independent medical examinations, psychological testing for employment decisions, or other forensic or administrative assessments unless separately requested, authorized, and contracted by the County.

Each eligible contract beneficiary may receive up to 24 clinical hours of individual psychotherapy during each contract year. The benefit renews at the beginning of each new contract year. Unused clinical hours do not carry forward into a subsequent contract year and have no cash or credit value.

Each qualifying individual within a beneficiary's legal household is eligible for 24 clinical hours per person for individual counseling.

Eligible Employee	Legal Spouse	Qualifying Child #1	Qualifying Child #2
24 clinical hours	24 clinical hours	24 clinical hours	24 clinical hours

Clinical hours may be used in a traditional outpatient format or, when clinically appropriate, in an intensive or extended-session format. All individual psychotherapy services and treatment modalities provided under this benefit will be applied toward the same 24-hour annual allowance based on the actual scheduled duration of each service.

Examples include:

- A standard 60-minute psychotherapy session uses one clinical hour.
- A 90-minute psychotherapy session uses 1.5 clinical hours.
- A three-hour intensive psychotherapy session uses three clinical hours.

Extended-Care Exception

The standard 24-clinical-hour annual benefit may be extended when the treating clinician and ETCO Clinical Director jointly determine that continued treatment is clinically necessary and that interruption of care would be clinically counterproductive.

Qualifying circumstances may include, but are not limited to, structured addiction recovery, affair recovery, trauma treatment, complicated grief, elevated safety concerns, crisis stabilization, or another significant clinical need warranting continued outpatient care.

Additional County-covered treatment may be authorized by ETCO's Clinical Director in increments of up to 12 clinical hours. Before each Extended-Care Exception authorization, the treating clinician will document clinical necessity, treatment progress, remaining goals, and the appropriateness of the current level of care. Additional 12-hour increments may be approved through the same review process.

Psychotherapy Billing

Billing for individual psychotherapy and couples or family therapy is limited to the clinical service time provided. Drive time and mileage are not billable or reimbursable for these services unless they are being provided in an off-site (out of the office) format crisis response location.

COUPLES AND FAMILY THERAPY

$141.13 per clinical hour

Eligibility will be verified at the initiation of services and periodically thereafter when reasonably necessary. Eligibility establishes access to services but does not authorize the County to receive confidential clinical information.

Couples and Family Therapy consists of confidential, clinically appropriate behavioral-health services designed to address relational concerns that may be affected by the demands of Fire Rescue service, including shift schedules, critical-incident exposure, cumulative occupational stress, communication difficulties, emotional disconnection, conflict, intimacy concerns, parenting challenges, family transitions, and reintegration between work and home.

Treatment may include assessment, collaborative treatment planning, psychoeducation, crisis stabilization, and evidence-informed relational interventions

intended to strengthen communication, improve emotional connection, promote healthy family functioning, and increase resilience. The frequency, duration, participants, and treatment approach will be determined by the treating clinician according to the observable or reported needs of the couple or family.

In couples and family therapy, the couple or family relationship may be designated as the client. Before treatment begins, the clinician will explain confidentiality, record keeping, communication, and disclosure expectations applicable to relational services.

Sessions may be provided in person or through secure telehealth and will generally follow standard clinical-session lengths. The frequency, duration, treatment approach, and need for continued services will be determined by the treating clinician based on clinical necessity, treatment progress, professional judgment, and any utilization parameters determined by the County and Elbow Tree Cooperative.

Except when disclosure is required by law or authorized in writing by the employee, the County will not receive information regarding an employee's participation, diagnosis, treatment content, or clinical record. Aggregate utilization information may be provided for contract administration and program evaluation without identifying individual participants.

Each eligible contract beneficiary **may receive up to 24 clinical hours** of couples therapy during each contract year. The benefit renews at the beginning of each new contract year. Unused clinical hours in current contract year do not carry forward into a subsequent contract year and have no cash or credit value.

Clinical hours may be used in a traditional outpatient format or, when clinically appropriate, in an intensive or extended-session format. All couples therapy services and treatment modalities provided under this benefit will be applied toward the same 24-hour annual allowance based on the actual scheduled duration of each service.

Examples include:

- A standard 60-minute couples therapy session uses one clinical hour.
- A 90-minute couples/family session uses 1.5 clinical hours.
- A three-hour couples counseling intensive uses three clinical hours.

Extended-Care Exception

The standard 24-clinical-hour annual benefit may be extended when the treating clinician and ETCO Clinical Director jointly determine that continued treatment is clinically necessary and that interruption of care would be clinically counterproductive. Qualifying circumstances may include, but are not limited to, structured addiction recovery, affair recovery, trauma treatment, complicated grief, elevated safety concerns, crisis stabilization, or another significant clinical need warranting continued outpatient care.

Eligibility for this exception requires defined goals, evidence of active participation, periodic evaluation of progress, and a determination that continued outpatient treatment remains clinically appropriate.

Additional County-covered treatment may be authorized by ETCO Clinical Director in increments of 12 clinical-hours. Before each additional authorization, the treating clinician will also document in the clinical record continued clinical necessity, treatment progress, remaining goals, and the appropriateness of the current level of care.

Couples and Family Therapy Billing

Billing for individual psychotherapy and couples or family therapy is limited to the clinical service time *provided.* Drive time and mileage are not billable or reimbursable for these services unless they are being provided in an off-site (out of the office) format crisis response location.

ANNUAL 24-CLINICAL-HOUR BENEFIT TREATMENT CHECKPOINTS

Utilization Point	Description
Clinical hours 1-24	Complete intake and clinical assessment, discuss the annual 24-clinical-hour benefit, establish the identified client and treatment category, develop the treatment plan, complete progress notes and document a progress review addressing treatment goals, clinical response, functioning, and continued treatment needs.
24 clinical hours used	County-funded individual counseling benefit is exhausted for the current contract year. Clinician completes a discharge or transition summary and implements the agreed continued-care plan.
Treatment extending more than 24 clinical hours	The 24-clinical-hour annual benefit may be extended when the treating clinician and ETCO Clinical Director jointly determine that continued treatment is clinically necessary and that interruption of care would be clinically counterproductive. The treating clinician submits a documented Extended-Care Exception request for approval.
Limited progress or increasing clinical needs at any point	Clinician periodically reviews the treatment plan, consults as appropriate, modifies interventions, and considers specialist referral or a higher level of care without waiting for the beneficiary to exhaust the annual allowance.

SERVICES BEYOND THE BENEFIT

After exhausting the 24 clinical hours available during the contract year, a beneficiary may elect to continue clinically appropriate psychotherapy with Elbow Tree Cooperative on a **private-pay basis** at the established rate of $141.13 per clinical hour, subject to clinician availability and execution of any required private-pay agreement.

Services received after the annual benefit is exhausted, unless provided under a documented approved Extended Care Exception Request, are the beneficiary's personal financial responsibility and will not be billed to St. Johns County. Private payment does not restore, extend, or otherwise modify the beneficiary's County-funded annual allowance.

ETCO will not bill or collect payment from both St. Johns County and the beneficiary for the same service. Each service may be billed to only one responsible payer.

Self Pay services will be tracked and coded in Clockify as follows;
• Type of Counseling: Individual OR Couples/Family OR No Show/Late Cancelation
• Department: Self Pay
• Unique Client ID: 16 digit unique client Identification Number

NO-SHOW AND LATE CANCELLATION POLICY

$141.13 per clinical hour + 3.5% card processing fee

All adult contract beneficiaries must maintain a valid credit or debit card on file with Elbow Tree Cooperative; a parent, guardian, or financially responsible adult must provide a card for minor or dependent beneficiaries.

Appointments cancelled or rescheduled with fewer than with fewer than 24 hours' notice or missed without notice may result in a late-cancellation or no-show fee. Clinicians will document a late-cancellation or no-show fee in the clinical record.

The fee will be based on the full duration of the appointment reserved and charged directly to the cardholder. Including the 3.5% card-processing fee, the total charge will be $146.07 for a 60-minute appointment and $219.10 for a 90-minute appointment.

Missed intensive or extended appointments will be charged according to the total time reserved at ETCO's established hourly rate, plus the applicable card-processing fee. Missed-appointment fees will be the beneficiary's personal responsibility. They will not be covered by or billed to the County.

Fees may be waived for emergencies, unexpected illness, mandatory shift assignments, callbacks, critical incidents, severe weather, documented technology failures, or other circumstances warranting reasonable consideration.

No Direct Interpreter Billing: ETCO will never directly bill a client for the specific cost of an interpreter if they no-show or cancel late, but ETCO will apply its uniformly applied no-show fee to cover overall missed appointment costs.

Beneficiaries must keep their payment information current, and non-urgent appointments may be suspended when a balance remains unpaid or no valid card is on file, subject to clinical continuity and safety considerations.

CRITICAL INCIDENT DEBRIEFINGS AND CONSULTATIONS

Group-service billing: per practitioner @ $141.13 per billable hour

Critical Incident debriefings and **consultation services are provided upon official request** from authorized Fire Rescue leadership or Fire Chaplain, approved department head, or other designated County representative. Requests may also be coordinated through the SJCFR peer-support structure, including peer-support leadership, battalion chiefs, the Chaplain, the Operations Chief, or the Fire Chief.

Elbow Tree Cooperative will make reasonable efforts to provide requested services within 72 hours following a critical incident or disruptive event—or sooner when the circumstances, clinical considerations, and clinician availability warrant a more immediate response. Services will be provided on an as-needed basis and may include critical-incident consultation, individual or group support, debriefing, psychoeducation, risk assessment, stabilization, referrals, and coordination of follow-up care.

When appropriate to the nature, severity, or number of personnel affected by an incident, Elbow Tree Cooperative may assign up to two clinicians to provide the requested response. Upon request, Elbow Tree Cooperative team members will also be available to provide follow-up contact or consultation approximately one week after the initial CISM response. Participation by county employees is voluntary.

The type, timing, structure, and number of clinicians assigned will be determined in consultation with department leadership and based on accepted clinical practices, the nature of the incident, personnel needs, and provider availability.

Critical incident consultations may be provided to other St. Johns County departments when officially requested in writing by an authorized County department head or other County-approved representative.

Critical Incident Response Billing

Critical Incident Response may include billable drive time, mileage reimbursement at $0.445 per mile, and service hours beginning upon the clinician's arrival at the designated location. Service hours include required on-site wait time, preparation and coordination, and direct engagement with County personnel.

GROUP THERAPY AND PSYCHOEDUCATION

Group-service billing: per practitioner @ $141.13 per billable hour

Elbow Tree Cooperative may provide group therapy, psychoeducational programming, and clinically informed wellness services in response to identified needs or upon request from an authorized County representative. Services may be offered as a single session or on a weekly, biweekly, monthly, or other clinically appropriate schedule.

The schedule, frequency, length and structure of each session will be determined by the practitioner based on the purpose of the group, number and needs of participants, intervention being provided, and intended outcomes. Sessions may range from approximately 60 minutes to three hours.

Services may include clinician-led group therapy, support groups, skills-based groups, educational workshops, and single-session therapeutic or restorative events. Elbow Tree Cooperative may partner with qualified local clinicians, instructors, facilitators, or contractors to provide specialized supplemental services within their respective training and scope of practice. Programs identified as psychotherapy will be provided or clinically directed by an appropriately qualified behavioral-health professional.

Group therapy and psychoeducational services may be provided to eligible Fire Rescue personnel and, when officially requested or authorized, to Health and Human Services, the Medical Examiner's Office, or other St. Johns County departments.

Group Therapy Exclusion From Annual Individual Counseling Benefit Limit

Participation in County-authorized group therapy, support groups, or psychoeducational groups does not count toward or reduce a beneficiary's annual 24-clinical-hour individual psychotherapy allowance. Group services constitute a separate contract benefit and are tracked independently from individual psychotherapy.

A beneficiary may participate in group services before, during, or after using the individual psychotherapy benefit, subject to the group's eligibility requirements, clinical appropriateness, availability, and any County-approved program parameters.

Group Therapy Billing

Group therapy does not include billable drive time. Service hours begin accruing upon the ETCO team member's arrival at the designated location may include billable drive time with mileage reimbursement at $0.445 per mile. Service hours include required wait time, on-site coordination, and direct engagement with County personnel.

CONTACT WORK: PRESENCE, OUTREACH, AND RELATIONSHIP BUILDING

Group-service billing: per engaged practitioner @ $141.13 per billable hour

Contact Work consists of nonclinical activities intentionally designed to maintain Elbow Tree Cooperative's visibility within St. Johns County Fire Rescue and cultivate familiarity, accessibility, and trusting relationships with Fire Rescue personnel, company officers, peer-support members, and department leadership.

The purpose is to create consistent opportunities for personnel to see and become familiar with Elbow Tree Cooperative providers, engage in informal conversations, and spend intentional time with providers outside of a formal counseling setting.

Service hours billed as Contact Work may include:

- Scheduled Ride-Alongs for Clinician Awareness Training
- Scheduled or impromptu station visits
- Participation in department events
- Attendance at new-hire graduation ceremonies
- Station dedications, trainings, wellness activities, and other Fire Rescue gatherings (e.g. Family Days, Taking Care of Our Own hosted by SJCFR)

These interactions are relational and preventive in nature by design and are not considered psychotherapy, clinical assessment, or the establishment of a therapeutic relationship. When a conversation indicates a need for clinical services, the provider may offer information about available resources and facilitate an appropriate referral through established confidential channels.

Contact Work Billing

Contact Work billing does not include drive time unless there are multiple site visits within the allotted contact window. Service hours begin upon the clinician's arrival at the first site location and may include billable drive time to additional locations with mileage reimbursement at $0.445. Service hours may also include required wait time, on-site coordination, site transition/travel time, and direct engagement with County personnel.

Peer Support: Engagement, Consultation, and Psychoeducation
Group-service billing: per practitioner - $141.13 per billable hour

Elbow Tree Cooperative will **maintain a regular presence** with the St. Johns County Fire Rescue Peer Support Team through monthly engagement or at the frequency with which Peer Support Team meetings are scheduled for consultation and psychoeducational support.

These services are intended to strengthen peer-support capabilities, increase awareness related to emerging departmental behavioral-health trends, and equip team members with practical strategies for recognizing distress, active-listening skills, cultivating empathy, responding appropriately, maintaining healthy boundaries, and connecting personnel with professional services when indicated.

Elbow Tree Cooperative will also be available for as-needed telephone consultation with authorized Peer Support Team members seeking guidance in understanding and responding to acute or complex behavioral-health situations involving Fire Rescue personnel. Consultation may include risk-identification guidance, resource navigation, referral planning, and support in determining when professional assessment, crisis intervention, or a higher level of care may be appropriate. Peer Support consultation does not constitute psychotherapy, clinical assessment, or supervision of the affected employee unless that individual separately engages in clinical services.

Similar peer-support consultation and psychoeducational services may be provided to Health and Human Services, the Medical Examiner's Office, and other St. Johns County departments when requested and authorized by the County.

Peer supporters are not being trained or authorized to diagnose, treat, or independently manage crises. Consultation regarding a specific employee does not constitute a clinical evaluation of that employee, and recommendations will be limited by the information available to the consultant.

Peer Support Billing

Peer Support may include drive time and service hours beginning at the ETCO team member's departure for the designated location. Service hours include required wait time, on-site coordination, and direct engagement with County personnel.

WEBSITE AND DIGITAL RESOURCES

Elbow Tree Cooperative will continue to maintain an easily accessible website containing the behavioral-health, resilience, educational, and referral resources already developed for eligible contract beneficiaries. The website may include clinician profiles, instructions for accessing services, educational articles, recorded or written resources, and information about available programs. Elbow Tree Cooperative will periodically review and update these resources, service information, and participating team-member profiles as reasonably necessary or as requested by the County.

CONTINUITY, CLINICAL AND ETHICAL PROVISIONS

End-of-Contract Continuity

If this Agreement expires, is terminated, or available funding is exhausted, the County will provide ETCO with written notice identifying the final date through which County-funded services are authorized. Upon receiving notice, ETCO will promptly notify affected beneficiaries and treating clinicians, identify appointments scheduled beyond the authorization date, and begin clinically appropriate transition planning.

County-funded services will end on the stated authorization date unless the County provides written approval for a defined extension. ETCO will make reasonable efforts to prevent abrupt disruption of care by completing transition or discharge planning, providing appropriate referrals, and offering private-pay or other available care options. Continuation under a different payment arrangement will require the beneficiary's informed consent agreement and will not be billed retroactively.

When interruption of care may create an immediate safety concern, ETCO will provide appropriate crisis-resource information and assist with referral to a suitable provider or higher level of care. ETCO does not guarantee that an alternative provider, funding source, or uninterrupted placement will be available.

The County remains financially responsible for all properly authorized services rendered on or before the authorization end date, including services not yet invoiced as of that date. Services provided afterward will not be billed to the County unless separately authorized in writing.

CRISIS ASSESSMENT AND EMERGENCY RESPONSE

When a beneficiary reports or demonstrates suicidal ideation, homicidal ideation, self-neglect, or another significant safety concern during clinical contact, the treating clinician will pause routine therapy and complete a structured risk assessment. The assessment may address ideation, plan, intent, access to means, recent behavior, relevant history, substance use, risk and protective factors, and the beneficiary's ability and willingness to participate in safety planning. When risk is significant, escalating, or uncertain, the clinician will consult with another licensed professional when reasonably available and document the assessment, consultation, clinical reasoning, interventions, and disposition.

Whenever clinically appropriate, ETCO will use the least restrictive safe response, which may include safety planning, restriction of access to lethal means, involvement of an appropriate support person, increased clinical contact, mobile crisis services, or voluntary evaluation at an emergency or receiving facility. If the clinician determines that an immediate danger exists or that the beneficiary may meet Florida's criteria for involuntary examination, the clinician may contact 911, law enforcement, a mobile response team, or another appropriate emergency resource and may initiate an involuntary examination when legally authorized and clinically warranted. ETCO clinicians will not physically restrain or independently transport a beneficiary.

Clinical information will remain confidential except when disclosure is authorized or required by law, including circumstances involving a qualifying threat of serious harm. Any disclosure will be limited to the information reasonably necessary to address the safety concern. ETCO's dedicated telephone line and outpatient clinicians do not replace 911, 988, law enforcement, hospital emergency departments, mobile crisis services, or other emergency-response systems and cannot provide continuous monitoring between clinical contacts.

Safety Planning

When clinically indicated, the treating clinician will collaborate with the beneficiary to develop and document an individualized safety plan. The plan may identify warning signs, internal coping strategies, supportive individuals and professional resources, emergency contacts, and steps to reduce access to firearms, medications, or other potentially lethal means. With appropriate consent—or when permitted or required by law—the clinician may involve a spouse, parent, guardian, or other responsible support person. Safety planning supplements but does not replace emergency intervention when an immediate danger is present.

LIMITS OF PEER SUPPORT CONSULTATION

Consultation provided to Peer Support members is based solely on the information reported by the consulting Peer Support member. When ETCO has not directly evaluated the affected individual, the consultation does not constitute a clinical assessment, diagnosis, determination of risk, treatment recommendation, or establishment of a clinician-client relationship with that individual.

ETCO may offer general guidance regarding supportive communication, available resources, referral options, and appropriate next steps. When safety, impairment, or significant clinical concerns are present, the affected individual should be encouraged to speak directly with an ETCO clinician or another qualified provider. Peer Support consultation does not replace direct evaluation, emergency services, or established departmental safety procedures; immediate or imminent danger should be referred to 911 or another appropriate crisis-response resource.

PROVIDER QUALIFICATIONS

- Signed subcontract and affidavit
- Current Florida license or valid registered-intern status
- Required supervision for interns
- Professional liability insurance
- Background screening, if required
- Training appropriate to the services delivered
- Cultural competence training
- Practice within professional competence and scope
- Telehealth compliance and geographic licensure requirements
- Specialized training for EMDR, ART, play therapy, dance/movement therapy, psychodrama, and equine-assisted psychotherapy where applicable

CONTACT WORK: SCOPE, BILLING, AND DOCUMENTATION

Contact Work includes approved non-clinical activities intended to maintain ETCO's visibility, accessibility, and trusted relationships with Fire Rescue personnel. The nature and duration of Contact Work may vary according to the ETCO team member's assigned role and may include scheduled ride-alongs, station visits, new-hire graduations, station dedications, departmental events, informal conversations, and other approved engagement activities.

Activity	Billing standard
Travel time	Travel time to Destination Point #1 will not be billable. Reasonable travel time from Destination Point #2 and each additional destination is billable. Ordinary commuting time unrelated to and from the activity is not billable.
Mileage	Mileage associated with approved Contact Work will be billed to ETCO and will be reimbursable at the approved rate and must be supported by the locations traveled and total miles claimed. Mileage will only be invoiced by clinician and billed directly to ETCO and not to the County.
On-site waiting time	Time during which the ETCO team member is required to remain on site, available, or awaiting the scheduled activity is billable. Personal time or avoidable delays unrelated to the assignment are not billable.
Ride-along duration	The full approved ride-along period is billable, including periods without active conversation, because the ETCO team member remains present, available, and engaged in the assigned outreach role.
Informal Conversations	Approved time spent in informal, nonclinical conversations with Fire Rescue personnel during an approved Contact Work activity is billable as part of that activity. Such conversations do not constitute psychotherapy or establish a clinician-client relationship.
Event attendance	Approved attendance at new hire, graduations, station dedications, ceremonies, meetings, and similar approved events is billable for the actual time the ETCO team member is required to attend, remain available, and engage with personnel.
Multiple ETCO team members	More than one ETCO team member may participate when specifically requested or authorized by an approved County representative. Each participant's time may be billed separately when the invoice identifies the operational purpose for multiple participants.

Each Contact Work supporting activity record will identify the date, location, purpose, authorizing request or applicable contract activity, participating ETCO team member, travel time, mileage, on-site start and end times, total billable time, and a brief non-clinical description of the activities performed. ETCO may document the approximate number of County personnel engaged but will not identify individual employees unless operationally necessary and legally appropriate.

Contact Work records and invoices will not include identifiable clinical disclosures or details obtained through informal interactions. If an individual separately requests or enters clinical care, the resulting services will be documented in a separate confidential clinical record and billed under the applicable clinical-service category. Immediate

safety concerns arising during Contact Work will be addressed under ETCO's established crisis and emergency-response procedures.

IMPLEMENTATION AND TRANSITION PERIOD

The period from the **Contract Renewal Date through December 31, 2026**, will serve as an implementation and transition period for the updated Scope of Services. During this period, ETCO and the County will work collaboratively to implement revised eligibility verification, service limits, authorization procedures, documentation standards, billing requirements, beneficiary notifications, payment-card requirements, and clinician training.

ETCO will make good-faith efforts to bring all services and administrative processes into alignment during the transition period while also protecting clinical continuity and avoiding unnecessary disruption for beneficiaries already receiving care. Reasonable implementation delays identified and corrected during this period will not, by themselves, constitute a material failure to perform, provided that ETCO communicates the issue promptly and maintains compliance with applicable safety, confidentiality, and billing-integrity requirements.

Services provided from October 20, 2026 through December 31, 2026 will count toward the applicable annual benefit limits.

Unless otherwise agreed in writing, full implementation of and compliance with all updated Scope requirements will be expected beginning **January 1, 2027**.

RECORDS OWNERSHIP, STORAGE, RETENTION, AND DESTRUCTION

Clinical Record Ownership and Custody. Clinical records will be owned and maintained by ETCO as designated by the governing written agreement and applicable law, as designated by the applicable written agreement and governing law. St. Johns County does not become the owner or custodian of a beneficiary's clinical record solely because the County funds the service. County contract-administration, authorization, and payment records remain separate from confidential clinical records.

Subcontracted Clinicians. Each subcontracted clinician must maintain clinical records in accordance with applicable law, professional standards, and ETCO requirements. ETCO's written subcontractor agreements will identify the records owner or custodian and establish procedures for secure access, continuity of care, record requests, and transfer of custody if the clinician leaves the ETCO network, becomes unavailable, relocates, retires, or terminates practice.

Secure Storage. Clinical records will be stored in a secure electronic or physical system using reasonable administrative, technical, and physical safeguards. Safeguards may include access controls, unique user credentials, encryption, secure backups, locked storage, workforce training, and procedures addressing unauthorized

access, loss, or disclosure. Access will be limited to individuals with a legitimate treatment, operational, billing, quality-assurance, or legal need.

County Access and Reporting. The County may receive aggregate utilization information and providing minimum information reasonably necessary for ETCO to verify eligibility, authorization, and invoicing. Identifiable clinical records, diagnoses, treatment details, and psychotherapy content will not be provided to the County without the beneficiary's written authorization or another legally recognized basis for disclosure. A contract audit does not, by itself, authorize access to confidential clinical content.

Record Retention. Clinical records will be retained for at least seven years following the beneficiary's last clinical contact, or longer when required by applicable law, professional standards, a court order, an active investigation, a litigation hold, or another legal or contractual obligation. Termination or expiration of this Agreement does not shorten the applicable retention period.

Access and Transfer. Requests for records, treatment summaries, or transfer to another provider will be directed to the applicable records owner or custodian and processed in accordance with governing law, appropriate authorization requirements, and reasonable identity verification. ETCO and its subcontracted clinicians will maintain procedures intended to preserve beneficiary access to records following a clinician's departure or the conclusion of the County contract.

Secure Destruction. After the applicable retention period has expired, and provided no legal hold or pending request requires continued preservation, records may be destroyed using methods that render the information unreadable, unrecoverable, and incapable of reconstruction. Paper records will be securely shredded or otherwise destroyed, and electronic records and storage media will be securely deleted or destroyed. Destruction will be documented in accordance with ETCO policy and applicable law.

Response to Subpoenas, Public-Records Requests, and Legal Demands

Confidentiality and Legal Review. ETCO will protect beneficiary information in accordance with applicable confidentiality laws and professional obligations. A subpoena, public-records request, attorney letter, or other demand does not automatically authorize disclosure of confidential clinical information. ETCO may verify the validity and scope of the demand, determine whether authorization or notice is required, assert applicable privilege or confidentiality protections, seek clarification, and disclose only the information legally required or properly authorized. When legally permitted, ETCO may notify the affected beneficiary and provide an opportunity to consult independent legal counsel.

Public-Records Requests. Requests for records relating to the County's contract should be directed to the County in accordance with Florida law. Upon notice from the

County, ETCO will provide responsive nonexempt contract records within a reasonable period. Confidential clinical records, psychotherapy communications, and other legally protected information will not be treated as publicly available merely because the services were funded under this Agreement. ETCO and the County will cooperate in identifying records that are confidential, privileged, or otherwise exempt from disclosure.

Legal Expenses. The County-funded benefit does not include legal representation, legal consultation, court costs, attorney fees, expert-witness fees, or other legal expenses incurred by or on behalf of a beneficiary. The County will not be responsible for paying a beneficiary's legal expenses or for financing efforts to challenge, limit, or respond to a subpoena or other legal demand concerning the beneficiary.

Professional Legal Engagement. ETCO and its clinicians are not required to provide uncompensated professional services in connection with a beneficiary's legal, administrative, employment, custody, licensing, workers' compensation, disability, or other proceeding. To the extent permitted by law, time spent responding to subpoenas or participating in legal matters will be billed to beneficiary at **$250 per billable hour**.

Billable legal engagement to the beneficiary may include:

- Reviewing subpoenas, authorizations, court orders, pleadings, or legal correspondence;
- Searching for, reviewing, organizing, or preparing records beyond routine production;
- Consulting with beneficiaries, attorneys, guardians, County representatives, or other authorized parties;
- Preparing affidavits, summaries, reports, declarations, or testimony;
- Participating in depositions, hearings, trials, administrative proceedings, or attorney conferences;
- Travel time, on-site waiting time, and time reserved for testimony or appearance; and
- Other professional time reasonably required to respond to the legal matter.

Legal-engagement charges are separate from clinical-service rates, do not count against the beneficiary's annual clinical-hour allowance, and will not be billed to the County unless an authorized County representative expressly approves the service and associated fee in writing. Unless otherwise required by law or court order, the beneficiary or requesting party must agree to payment arrangements before ETCO provides professional legal services. Statutory copying charges, court-established witness fees, and other legally prescribed charges may apply separately.

Compliance With Compulsory Process. Nothing in this section permits ETCO or a clinician to disregard a valid subpoena, court order, or other compulsory legal process. When participation is legally required, ETCO will comply while preserving available

objections and confidentiality protections. Fee arrangements remain subject to applicable law and any order of the court.

COMPLAINT AND GRIEVANCE PROCESS

ETCO will maintain an accessible process through which beneficiaries may raise concerns regarding service access, clinician conduct, clinical care, scheduling, billing, confidentiality, discrimination, accommodations, or other aspects of services provided under this Agreement. Complaints may be submitted verbally or in writing to ETCO's designated administrative or clinical representative. Reasonable assistance and communication accommodations will be provided upon request.

Initial Review. ETCO will acknowledge receipt of a complaint within two business days. The complaint will be reviewed by an individual who was not directly involved in the matter whenever reasonably possible. ETCO may contact the beneficiary for clarification, review relevant records, consult appropriate personnel, and take interim steps when needed to protect safety or continuity of care.

Response and Resolution. ETCO will make reasonable efforts to provide a written response within 15 business days. The response may include the findings, actions taken or proposed, available service alternatives, and instructions for requesting further review. If additional time is necessary, ETCO will notify the beneficiary of the delay and provide an anticipated completion date. Corrective action may include clarification, billing correction, additional training, modification of procedures, reassignment to another clinician, referral, or another appropriate remedy.

Request for Further Review. A beneficiary who is dissatisfied with the initial response may request review by ETCO's Clinical Director within 10 calendar days after receiving the response. ETCO will provide a final internal determination within a reasonable period based on the complexity of the matter.

Confidentiality. Complaints and related records will be handled confidentially and shared only with individuals who need the information to review, respond to, or fulfill a legal obligation. Complaint records will ordinarily be maintained separately from the clinical record unless the information is clinically relevant or must be documented there for safety, continuity, or legal reasons. ETCO will not disclose the beneficiary's identity or clinical information to the County without written authorization or another legally recognized basis for disclosure.

Non-retaliation. ETCO will not deny, reduce, delay, or otherwise adversely affect a beneficiary's access to services because the beneficiary raised a good-faith complaint. Raising a complaint will not alter the beneficiary's eligibility or annual service allowance.

External Options. Use of ETCO's internal process does not prevent a beneficiary from contacting an authorized County representative, an applicable professional licensing

board, a civil-rights or privacy agency, law enforcement, or another oversight body. ETCO will provide appropriate contact information upon request.

This process is not intended for emergencies, immediate safety concerns, or employment-related grievances against the County. Emergencies should be directed to 911, 988, or another appropriate crisis resource. Employment grievances should be addressed through the County's applicable personnel or labor process.

NONDISCRIMINATION AND ACCESSIBILITY

Equal Access to Services. Elbow Tree Cooperative will provide eligible contract beneficiaries with equitable access to covered services without discrimination based on race, color, national origin, ancestry, ethnicity, religion, creed, sex, pregnancy, sexual orientation, gender identity or expression, age, disability, marital or familial status, military or veteran status, genetic information, or any other status protected by applicable law.

Service Decisions. Eligibility, assignment, scheduling, treatment, referral, and continued-care decisions will be based on contract requirements, clinical need, clinician qualifications and scope of practice, availability, safety considerations, and applicable service limits—not on a beneficiary's protected status.

Religious and Personal Beliefs. Participation in religious or spiritual practices will not be required as a condition of receiving services. Spiritual or faith-integrated interventions may be used only when requested or accepted by the beneficiary and clinically appropriate. Beneficiaries may request care that does not incorporate religious or spiritual content.

Reasonable Accommodations. Elbow Tree Cooperative will make reasonable modifications and provide appropriate auxiliary aids or services when necessary to afford a beneficiary with a disability meaningful and substantially equivalent access to services. Depending on individual need and clinical appropriateness, accommodations may include:

- Assignment to an accessible office location;
- Telehealth services;
- Modified scheduling or intake procedures;
- Accessible electronic or printed materials;
- Qualified sign-language interpreters, captioning, relay services, or other communication assistance;
- Permission for service animals as required by law; or
- Coordination with another qualified clinician or accessible treatment setting.

Not every subcontracted clinician's office will have identical accessibility features. When a particular location or clinician cannot reasonably meet a beneficiary's accessibility needs, Elbow Tree Cooperative will make reasonable efforts to arrange an

appropriate alternative. Legally required accommodations and auxiliary aids will be provided without an additional charge to the beneficiary.

Effective Communication and Language Access. Elbow Tree Cooperative will take reasonable steps to support effective communication with beneficiaries who have hearing, vision, speech, cognitive, communication, or limited-English-proficiency needs. When an interpreter or other communication professional is necessary, Elbow Tree Cooperative will seek a qualified individual capable of communicating accurately, effectively, impartially, and confidentially. A minor child will not be used as an interpreter except when permitted by law during a genuine emergency and no qualified alternative is reasonably available.

Accommodation Requests. A beneficiary may request an accommodation when initially contacting Elbow Tree Cooperative or at any point during services. Requests may be communicated to the Client Access Coordinator, treating clinician, or another designated Elbow Tree Cooperative representative. Only information reasonably necessary to evaluate and arrange the accommodation will be requested, documented, or shared.

Limitations and Alternative Arrangements. Elbow Tree Cooperative is not required to provide a requested modification that would fundamentally alter the nature of the service, create a direct and material safety risk that cannot be reasonably reduced, or impose an undue burden as determined under applicable law. When a particular request cannot be fulfilled, Elbow Tree Cooperative will engage with the beneficiary in good faith and make reasonable efforts to identify an effective alternative.

Complaints and Non-retaliation. A beneficiary may raise a nondiscrimination or accessibility concern through Elbow Tree Cooperative's complaint and grievance process without retaliation or adverse effect on eligibility for covered services. Nothing in this provision limits a beneficiary's right to submit a complaint to the County or an appropriate governmental agency.

Interpreter and Disability-Accommodation Responsibilities

Assessment of Need. A beneficiary may request an interpreter, auxiliary aid, reasonable modification, or other disability-related accommodation at intake or at any time during services. When practicable, the beneficiary should communicate the need as early as possible; however, advance notice is not a condition of receiving legally required assistance. Elbow Tree Cooperative will consult with the beneficiary and consider the nature, complexity, duration, and clinical context of the communication when determining an effective accommodation.

Elbow Tree Cooperative will:

- Receive and document accommodation requests;
- Coordinate with the beneficiary, treating clinician, and qualified third-party provider as necessary;
- Arrange an accessible location, telehealth option, alternative communication format, qualified interpreter, or other reasonable accommodation when required and clinically appropriate;
- Protect the confidentiality of accommodation-related information;
- Make reasonable efforts to prevent accommodation needs from unnecessarily delaying access to care; and
- Identify an effective alternative when a particular requested accommodation cannot reasonably be provided.

Qualified Interpreters. When an interpreter is necessary for effective communication, the interpreter must be able to communicate accurately, effectively, impartially, and confidentially and must possess any specialized behavioral-health vocabulary required for the service. Family members, friends, children, County employees, peer-support members, and other unqualified persons will not ordinarily serve as interpreters. An accompanying adult may assist only when specifically requested by the beneficiary, the adult agrees, and reliance on that individual is lawful and appropriate under the circumstances. A minor child will not be used as an interpreter except during a genuine emergency when no qualified alternative is reasonably available and applicable law permits such use.

Subcontracted Clinician Responsibilities. Each subcontracted clinician will promptly notify Elbow Tree Cooperative of an accommodation request, participate in planning for effective access, use approved qualified interpreters or auxiliary services when arranged, and maintain appropriate confidentiality. If the clinician's office or service platform cannot reasonably accommodate the beneficiary's needs, the clinician will cooperate with Elbow Tree Cooperative in arranging an accessible location, modality, or provider. A clinician may not independently deny services solely because a beneficiary requires an accommodation.

County Responsibility for Disability-Accommodation Costs. By approving this Scope of Services, ETCO accepts financial responsibility for the actual, reasonable third-party costs necessary to provide disability-related accommodations to eligible contract beneficiaries receiving County-covered services. Covered expenses may include qualified sign-language or oral interpreters, video remote interpreting, real-time captioning, communication-access services, accessible materials, assistive technology, and other legally required auxiliary aids or services.

Provision for interpretive services are included in ETCO's clinical hourly rate and will be absorbed by ETCO. These services will never be charged to the beneficiary nor deducted from the beneficiary's annual clinical-hour allowance. ETCO will arrange the necessary accommodations and absorb the cost at no extra cost to the County.

Confidentiality and Standing Authorization. ETCO will not seek case-specific County approval or disclose the identity of a beneficiary before arranging a reasonably necessary accommodation. Requiring individual approval could reveal that the beneficiary has requested or is receiving behavioral-health services and could disclose disability-related information. Approval of this Scope constitutes advance authorization for these expenses, and County payment will not be conditioned upon disclosure of the beneficiary's identity, diagnosis, treatment participation, or specific disability.

Service Animals and Physical Accessibility. Service animals will be permitted as required by applicable law. Because ETCO services may be delivered at independently operated subcontractor locations, accessibility features may vary. When a particular location is not reasonably accessible, ETCO will make reasonable efforts to arrange an accessible office, telehealth service when clinically appropriate, or another qualified clinician.

Limitations and Alternative Arrangements. If a requested accommodation would fundamentally alter the nature of the service, create a direct safety threat that cannot be reasonably reduced, or impose an undue burden as determined under applicable law, ETCO and the County will engage in an individualized review and seek another effective means of providing access. Contractual responsibility for an accommodation expense will not be interpreted or administered in a manner that diminishes a beneficiary's rights under applicable law.

Conflict-of-Interest and Dual-Relationship Management

Elbow Tree Cooperative and its clinicians will avoid financial, personal, supervisory, romantic, organizational, or other relationships that could impair professional judgment, exploit a beneficiary, compromise confidentiality, or interfere with treatment.

Because ETCO clinicians may also participate in contact work, peer-support consultation, training, critical-incident response, or other departmental activities, incidental or limited contact with a beneficiary outside therapy will not automatically constitute a prohibited dual relationship. Clinicians will maintain clear role boundaries

and will not acknowledge a person's treatment participation or disclose clinical information during departmental interactions.

County employment relationships, department rank, referral source, contract administration, or requests from County representatives will not influence clinical judgment or provide access to confidential treatment information. Clinicians must promptly disclose relevant conflicts to ETCO's Clinical Director and recuse themselves from clinical, administrative, or utilization decisions when impartiality could reasonably be questioned.

SUBCONTRACTOR OVERSIGHT AND QUALITY ASSURANCE

Elbow Tree Cooperative **will maintain written agreements** with all subcontracted clinicians and verify applicable licenses or registrations, professional-liability coverage, qualifications, and required credentials before authorizing contract services and periodically thereafter. Subcontractors must comply with applicable law, professional ethical standards, ETCO policies, confidentiality and security requirements, documentation timeframes, clinical-review procedures, and the terms of this Scope of Services.

ETCO will conduct reasonable internal quality-assurance activities, which may include reviewing credential status, access and response times, treatment planning, case conceptualization and consultation, documentation completion, utilization, beneficiary concerns, safety practices, and compliance with contract requirements. Reviews will use the minimum clinical information necessary and will not provide the County access to identifiable treatment records except as authorized by the beneficiary or required by law.

When a concern is identified, ETCO may provide consultation or additional training, require a corrective-action plan, increase monitoring, restrict new referrals, suspend contract participation, or remove the clinician from the subcontractor network. Immediate protective action may be taken when beneficiary safety, confidentiality, professional competence, or legal compliance is reasonably at risk.

PROCEDURE FOR CORRECTING BILLING ERRORS

Either party may report a suspected billing error, including an incorrect rate, service category, date, duration, beneficiary eligibility determination, duplicate charge, calculation, or authorization status. The notice should identify the disputed invoice and charge with sufficient detail to permit review.

ETCO will acknowledge the concern within five business days and will review the related authorization, service documentation, utilization record, and invoice. When appropriate, ETCO may involve its contracted certified public accountant to assist with reconciliation, accounting analysis, internal controls, and preparation of corrected financial records. The CPA's review will be limited to the minimum information

necessary and will not include clinical records or identifiable treatment details unless legally permitted and specifically required.

ETCO will make reasonable efforts to resolve the matter within 30 calendar days and will provide the County with the outcome and any corrected invoice, credit memorandum, or supporting reconciliation. During the review, the County may withhold the specifically disputed amount but will process all undisputed invoice amounts in accordance with the agreement.

Confirmed overpayments will be credited against a subsequent invoice or refunded within 30 calendar days of confirmation. Confirmed underpayments may be submitted through a corrected invoice, subject to the agreement's billing deadlines and funding requirements. No corrected charge will be billed to both the County and the beneficiary. ETCO will retain documentation of the error, review, resolution, and financial adjustment in accordance with applicable record-retention requirements.

MODIFICATION OF SCOPE - WRITTEN AUTHORIZATION REQUIRED

This Scope of Services may be modified only through a written amendment, change order, or other written authorization expressly approved by authorized representatives of both St. Johns County and Elbow Tree Cooperative. Any modification must identify the affected service, beneficiary population, authorization parameters, rates or financial limits, effective date, and duration.

Verbal discussions, meeting notes, referrals, informal requests, prior practices, or communications from individuals without contracting authority will not amend this Scope or obligate either party to provide or pay for services outside its approved terms. An official request for a service already included within the Scope does not constitute a modification.

No modification will apply retroactively unless expressly stated in a mutually approved written document. ETCO will not initiate an out-of-scope service until the required written approval has been received, except when immediate action is required by law or necessary to address an imminent safety emergency.

Any emergency action will be documented and communicated to an authorized County representative as soon as reasonably practicable. Taking emergency action does not expand the approved Scope, constitute implied authorization, or obligate the County to pay for services that were not previously authorized. County payment for any out-of-scope emergency service requires subsequent express written approval from an authorized County representative.

Example: An ETCO clinician may encounter an immediate safety concern involving an individual or department not covered by the contract and take reasonable protective action, such as contacting emergency services or facilitating a crisis referral. Such action does not expand the Scope, establish ongoing eligibility, or obligate the County

to pay for unauthorized services. Any resulting out-of-scope service requires express written County approval before it may be billed to the County.

REALLOCATION OF CONTRACT HOURS

The County may reallocate available service hours among approved departments, beneficiary groups, or service categories by written directive to ETCO from an Authorized County Representative. Such a reallocation may be implemented without a formal contract amendment, provided it does not increase the total contract amount, change established billing rates, expand eligibility, or materially alter the approved scope of services. The written directive must identify the hours or funding being reallocated, the affected categories, and the effective date. ETCO will confirm receipt and implement the reallocation prospectively, subject to clinical continuity, services already authorized or rendered, and the remaining contract budget.

ORDER OF PRECEDENCE

This Scope of Services is incorporated into and governed by the main agreement between St. Johns County and Elbow Tree Cooperative. If a provision of this Scope directly conflicts with the main agreement, the main agreement will control unless a later written amendment or change order, signed by authorized representatives of both parties, expressly modifies the conflicting provision.

Any conflict will be interpreted as narrowly as reasonably possible so that all nonconflicting provisions remain effective. The parties will promptly confer and document any necessary clarification in writing. Neither party may rely on an informal communication, course of conduct, or unilateral interpretation to alter the agreed order of precedence.

Nothing in the agreement, this Scope, or any amendment will be interpreted to require conduct that violates applicable law, professional licensing requirements, or mandatory ethical obligations.

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

October 14, 2025

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

Contract Amendment No: 03 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 $645,432.00 for increased services to Fire Rescue, Medical Examiners, Health & Human Services, and Human Resource Departments as provided herein.
3. Exhibit "A" – Projected Statement of Revenue and Expenses is revised to the Attached
4. The Contract is amended to authorize annual renewals without necessitating further approval by the Board of County Commissioners provided the service is fully budgeted in each fiscal year.

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: 11/25/2025

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

Signature of Consultant Representative — Date: 11/24/2025

Hayne A. Steen, President
Printed Name & Title

End of Amendment No: 03

ST JOHNS COUNTY
NOV 25 2025
PURCHASING



SCOPE OF SERVICES : 10/2025 - 10/2026

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

- 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

- 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 or more clinicians per critical incident or disruptive event based upon the requested number from county point of contact.
- Elbow Tree team member will follow up with county point of contact 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 or county events.

- 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 or county events. 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.
- Monthly wellness seminars or webinars with location and frequency to be coordinated with county point of contact.

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" upon request of county point of contact.

"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 upon request.

Retreat designed to invite interested personnel to pull away and dedicate time for personal renewal in a relaxed retreat style setting. Provided and coordinated upon request of county point of contact.

Elbow Tree Cooperative, LLC
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Projected Statement of Revenue and Expenses: 2025-2026

Total Revenue	**$**	**645,432**
Projected Cost of Services		**Projected Cost**
Individual Counseling - Active Fire Rescue		$157,949
Individual Counseling - Active HHS		$31,826
Individual Counseling - Active HR		$136
Individual Counseling - Active ME		$4,325
Individual Counseling - Active Fire Rescue Spouses		$86,363
Individual Counseling - Active Fire Rescue Children		$81,926
Individual Therapy - Fire Rescue Retirees		$8,825
Individual Therapy - Active Fire Rescue Cadets		$1,350
Couples Counseling - Active Fire Rescue and Spouse/Partner (together)		$23,213
Family Therapy - Active Fire Rescue Personnel, Spouse/Partner, Children		$14,550
Family Therapy - Active HHS Personnel, Spouse/Partner, Children		$863
Psychotherapy Incorporation Equines - Fire Rescue		$8,250
Psychotherapy Incorporation Equines - HHS		$3,375
Group - Psychoeducation Group (training) - HR		$2,943
Group - Processing Group (therapy)		$600
Contact Work - Level 1 (Being seen by fire rescue personnel)		$300
Contact Work - Level 2 (Having conversation with fire rescue personnel)		$4,800
Contact Work - Level 3 (One on One activity with fire rescue personnel)		$7,875
CISM - Critical Incident Stress Management - Fire Rescue		$16,375
CISM - Critical Incident Stress Management - HR		$818
Peer Support (Consultation and Training) - Fire Rescue		$5,025
Peer Support (Consultation and Training) - HHS		$150
Peer Support (Consultation and Training) - HR		$744
Administrative		$15,319
Projected Cost of Services		**$477,897**
Projected Direct Operating Expenses		
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
Total Projected Direct Operating Expenses		**$105,850**
Projected Indirect Operating Expenses		**$61,685**
Projected Total Direct and Indirect Operating Expenses		**$167,535**



Elbow Tree Cooperative, LLC

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Supplemental Schedule

Projected Hours	
Individual Counseling - Active Fire Rescue	1,264
Individual Counseling - Active HHS	255
Individual Counseling - Active HR	1
Individual Counseling - Active ME	35
Individual Counseling - Active Fire Rescue Spouses	691
Individual Counseling - Active Fire Rescue Children	655
Individual Therapy - Fire Rescue Retirees	71
Individual Therapy - Active Fire Rescue Cadets	11
Couples Counseling - Active Fire Rescue and Spouse/Partner (together)	186
Family Therapy - Active Fire Rescue Personnel, Spouse/Partner, Children	116
Family Therapy - Active HHS Personnel, Spouse/Partner, Children	7
Psychotherapy Incorporation Equines - Fire Rescue	66
Psychotherapy Incorporation Equines - HHS	27
Group - Psychoeducation Group (training) - HR	24
Group - Processing Group (therapy)	5
Contact Work - Level 1 (Being seen by fire rescue personnel)	2
Contact Work - Level 2 (Having conversation with fire rescue personnel)	38
Contact Work - Level 3 (One on One activity with fire rescue personnel)	63
CISM - Critical Incident Stress Management - Fire Rescue	131
CISM - Critical Incident Stress Management - HR	7
Peer Support (Consultation and Training) - Fire Rescue	40
Peer Support (Consultation and Training) - HHS	1
Peer Support (Consultation and Training) - HR	6
Administrative	123
Total Projected Hours	3,823

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: 10/4/24

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

Signature of Consultant Representative — Date: 10-3-24

Hayde A. Steed, LMHC - owner
Printed Name & Title

ST JOHNS COUNTY
OCT 0 3 2024
PURCHASING

End of Amendment No: 02

Elbow Tree Cooperative, LLC
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Projected Statement of Revenue and Expenses : 2024-2025

Total Revenue	**$545,485**
Projected Cost of Services	**Projected Cost**
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
Projected Cost of Services	**$389,375**
Projected Direct Operating Expenses	
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
Total Projected Direct Operating Expenses	**$105,850**
Projected Indirect Operating Expenses	**$50,260**
Projected Total Direct and Indirect Operating Expenses	**$156,110**

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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
Total Projected Hours	**3359**

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 SJC Fire Rescue Personnel

Professional Services Agreement No: 22 PSA ELB 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.

Signature of County Representative

9/11/2023
Date

Jamie T Locklear, Asst Director, Purchasing & Contracts
Printed Name & Title – County Representative

Signature of Consultant Representative

9/8/23
Date

HAYDE A. STEEN, OWNER
Printed Name & Title

ST JOHNS COUNTY
SEP 07 2023
PURCHASING

End of Amendment No: 01

Elbow Tree Cooperative, LLC
www.elbowtreecooperative.com

Projected Statement of Revenue and Expenses : 2023-2024

Total Revenue	**$355,095**
Cost of Services	
Individual Therapy - Active Fire Rescue Personnel	$59,375
Couples Therapy	$25,000
Individual Therapy - Active Fire Rescue Spouses	$35,000
Family Therapy - Active Fire Rescue Personnel, Spouse/Partner, Children	$18,000
Individual Therapy - Fire Rescue Retirees	$18,000
Individual Therapy - Active Fire Rescue Cadets	$6,000
Groups	$14,000
Critical Incident Debrief	$12,000
Contact Work	$29,000
Consultation with Peer Counselors	$4,000
Total Cost of Services	**$220,375**
Operating Expenses	
Direct Operating Expenses	
CISM Training for Co-Op Team	$6,000
CISM Training Travel and Lodging	$2,400
EMDR Training	$8,000
Firefighter Collaborative for Co-Op Team	$1,000
Firefighter Collaborative	$2,000
SimplePractice Client Management Subscription (EHR)	$19,200
Total Direct Operating Expenses	**$38,600**
Indirect Operating Expenses	
Website and Marketing	$5,500
Mileage	$6,000
Management and Administration Fee (Elbow Tree)	$75,000
Accounting	$4,800
Liability Insurance	$500
Banking and Payroll	$300
Special Events	$3,000
Quickbooks	$1020
Total Indirect Operating Expenses	**$96,120**
Total Operating Expenses	**$134,720**

ELBOW TREE COOPERATIVE

SCOPE OF SERVICES : 10/2023 - 10/2024

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.

475 hours of 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

200 hours of 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

280 Hours of 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

144 Hours of 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

144 Hours of 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

48 Hours of 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

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.

112 Hours of Group Therapy and Psychoeducation

- 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

232 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).

32 hours of 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.
- Quarterly psychoeducation to the peers

Bi-Annual Psychoeducation for Employees and Officers

- Customized training experiences for employees and officer focused specifically on firefighter resilience and “how to deal with employees in crisis.

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

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

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 18th 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 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^{th}) 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

Elbow Tree Cooperative, LLC
38 South Dixie Highway
St. Augustine, FL 32084
Attn: Hayne Steen
Email Address: 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: dmigut@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.

(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 15th 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.

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

St. Johns County, FL (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Jaime Locklear
(Printed Name)

Asst. Director, Purchasing & Contracts
(Title)

10/18/2022
(Date of Execution)

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

By: _____
(Deputy Clerk)

10/18/2022
(Date of Execution)

Legally Sufficient:

_____
(Office of County Attorney)

10/18/22
(Date of Execution)

Contractor

Elbow Tree Cooperative, LLC (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Haynie A. Steed
(Printed Name)

Owner
(Title)

10/18/2022
(Date of Execution)

ELBOW TREE COOPERATIVE

Projected Statement of Revenue and Expenses

		Annual Totals
Total Revenue	$	**262,496**
Cost of Services		
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
Total Cost of Services	$	**127,375**
Operating Expenses		
Direct Operating Expenses		
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**
Total Direct Operating Expenses	$	**42,147**
Indirect Operating Expenses		
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**
	$	-
Total Indirect Operating Expenses	$	**92,974**
Total Operating Expenses	$	**135,121**
Net Profit/Loss	$	-

			% of Revenue
Total Cost of Services and Direct Expenses	$	**169,522**	**65%**
Total Indirect Costs	$	**92,974**	**35%**

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 venders 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.

CPH & ASSOCIATES

PHILADELPHIA INSURANCE COMPANIES
A Member of the Tokio Marine Group

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.

C. Philip Hodson

Authorized Representative
C. Philip Hodson

GEICO
geico.com

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

Vehicles	VIN	Vehicle Location	Finance Company/ Lienholder
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	5FNYF6H7XGB045609	ST AUGUSTINE FL 32080-5359	
5 2015 Ford Focus	1FADP3F24FL273608	ST AUGUSTINE FL 32080-5359	VYSTAR CU

Coverages*	Limits and/or Deductibles	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
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

Continued on Back

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

Coverages*	Limits and/or Deductibles	Vehicle 5
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
Six Month Premium Per Vehicle		**$2,032.70**
Total Six Month Premium		**$7,817.10**

*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

The total value of your discounts is **$3,290.00**

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

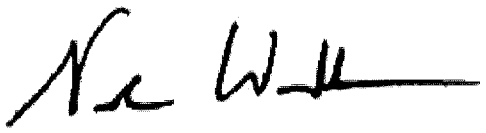
Contract Type: A30FL, FAMILY AUTO INSURANCE POLICY

Continued on Next Page

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 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. 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.