

**CITY OF SANTA CLARA / SANTA CLARA FIREFIGHTERS, IAFF  
LOCAL 1171 (UNIT 1)  
SIDE LETTER AGREEMENT REGARDING PSYCHOLOGICAL  
COUNSELING BENEFITS**

The City of Santa Clara (City) and Santa Clara Firefighters represented by IAFF Local 1171 have met and conferred in good faith and agree as follows:

1. Section 10 of the 12/17 – 12/20 Memorandum of Understanding shall be modified to state as follows:

*A represented employee may avail him/herself of a City designated psychologist or psychiatrist for stress counseling. It is understood between the parties that such counseling sessions will be confidential on a patient/doctor relationship with the following exception. If, in the opinion of the psychologist/psychiatrist, the employee being counseled represents a hazard to him/herself in the performance of his/her duties, or to others, such information will be provided the Fire Chief or designee on a confidential basis. It is further understood that such information may be the basis for the Fire Chief or designee to alter the assignment of the affected employee or to remove the employee from active duty, either on a temporary basis or on a permanent basis. Any removal from active duty will be in compliance with the rights and obligations of the City with full compliance with the rights of the affected employee. The City reserves the right to inquire into the circumstances of such mental disability to determine whether or not the alleged disability is job related.*

*Funding for this program shall be from the total compensation allocation on the salary adjustment form and will be determined by dividing the actual billed cost for the service for the prior fiscal year by the number of budgeted represented positions divided by 12.*

*The cost of the psychological counseling shall be borne by the City, with the following exceptions:*

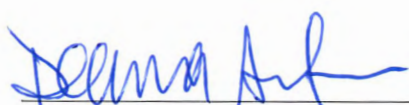
- A. For each visit, the employee will pay \$10.00.*
- B. For all visits, the employee will submit a claim to any medical insurance carrier available to him/her that provides such coverage.*
- C. The uninsured costs of all visits will be borne by the City.*
- D. Prior to the 21st visit to the provider in any calendar year, the provider shall advise the City that a represented employee has used the service 20 times in that calendar year. The represented*

*employee will not be identified. However, the City will have the right to assure itself that the represented employee is not placing the City or others at risk by being permitted to continue working.*

- E. *The amount paid by the employee and any insurance payments will be made directly to the psychologist/psychiatrist and, upon proof of payment by either or both the employee and the insurance carrier (if appropriate) to the psychologist/psychiatrist, the City will bear the cost of the remaining expense.*

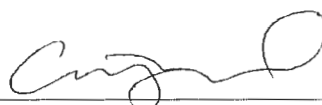
*It will be the intention of the City to contract with psychologists/psychiatrists who have a demonstrated ability to counsel in the area of public safety job stress and who will agree to the terms and conditions set forth in this section of the MOU. It is understood by all parties to this agreement that the City will take all reasonable steps to implement this section but, if the City is unable for monetary, professional, ethical or legal reasons to successfully negotiate (a) contract(s) consistent with all provisions of this section, this section is then null and void.*

2. This Side Letter shall be effective following both execution by the signatories indicated below and approval by the Santa Clara City Council.



Deanna J. Santana  
City of Santa Clara  
City Manager

Dated: 10/11/19



Anthony Pascoal  
IAFF Local 1171 (Unit 1)  
President

Dated: 9/19/19