

AGREEMENT FOR SERVICES

THIS AGREEMENT entered into on this _____ 2024, by and between the CITY OF Clearwater ("City"), a Florida municipal corporation, P.O. Box 4748, Clearwater, Florida 33758 and Tampa Bay Psychology Associates, LLC ("Professional"), a Florida corporation, 111 North Belcher Road, Suite 101, Clearwater, Florida, 33765.

WHEREAS, the City recognizes that firefighter & EMS work is stressful, dangerous, and often stigmatized. Research has shown time and again that firefighter occupational stress is directly related to higher rates of heart disease, divorce, sick days taken, alcohol abuse, and major psychological illnesses such as acute stress disorder, post-traumatic stress disorder, depression, and anxiety disorder. As such, the City desires to proactively address mental health challenges faced by employees by providing mental health training, counseling, and other services;

WHEREAS, Professional agrees to provide training, consultation, participation in activities, response to and debriefing of critical incidents, individual counseling, psychological assessment, referral services, and other ancillary and supplementary psychological services in support of the Clearwater Fire & Rescue ("CFR").

NOW THEREFORE, in consideration of the mutual promises stated herein and other good and valuable consideration, the Parties agree that the above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties further agree as follows:

1. SCOPE OF PROJECT

Professional agrees to provide all psychological counseling and assessment services required by CFR, which services are more particularly described as follows:

A. Training, Consultation & Participation in CFR Activities:

Professional may be requested to participate in CFR meetings or provide training to CFR personnel to enhance professional understanding of specific psychological related topics. Trainings may include educational presentations at in-service trainings, post fire academy training, or other training at city-wide events. From time to time, fire trainers, supervisors, managers, or other CFR leaders may request consultations with Professional to develop trainings, assist with supervision or evaluation of fire personnel, or provide recommendations with respect to handling a sensitive or volatile situation.

At the request of CFR, Professional shall conduct or assist CFR personnel with regularly scheduled training sessions, to include, but not limited to, the following:

General and Educational Training (open to all CFR employees)

General trainings will focus on various aspects of mental health, behavioral health, and general wellness (alcoholic beverage awareness, etc.). Trainings may be variable in length at the mutual discretion of CFR and Professional. Trainings will be delivered by Professional via in-person seminar. Topics will be mutually agreed upon by CFR and Professional.

Professional may develop and record education modules to cover a broad range of topics related to mental and behavioral health. The specific topic for each module will be mutually agreed upon by CFR and Professional. All recordings will be made available to CFR employees on a CFR-employee web page, in a format provided by CFR.

Professional will provide, as requested by CFR, consultation services to CFR administration regarding organizational issues (e.g., field training specific to mental health issues, the management of prolonged crisis events, such as collapses, CFR employee performance/behavior problems, and general mental health/stress management).

In Professional's performance of the services described in this sub-paragraph, Professional will not be required to divulge any information to CFR that is deemed by Professional to be confidential.

B. Critical Incidents:

A line of duty death or potentially fatal injury to an employee are perhaps the most extreme stressors employees of a Fire/EMS agency can experience. If such an incident should occur affecting a CFR employee, Professional may be requested to respond to the hospital, a fire station to assist those impacted by the incident, or directly to the scene to intervene with responding members and/or CFR employees. In such instances, Professional shall respond to the desired location within two (2) hours of being notified.

Professional may be contacted for consultation by phone regarding critical incidents, including but not limited to fatal fires/accidents, collapsed structures, and other high risk, complex incidents where Professional may be able to assist in resolving the incident through psychological consultation or other psychological interventions.

Individual counseling and/or debriefings for CFR employees involved in critical incidents shall occur as requested by CFR. Intervention with affected CFR employees shall occur within 72 hours of the incident unless otherwise approved by CFR.

C. Individual Counseling:

CFR employees may independently request individual counseling after critical incidents or for support during personal crises on their own initiative. Appointments requested by CFR employees, directly in response to a critical incident, shall be provided within 24 hours following the reporting of an incident. Appointments requested in response to personal crises, including issues, concerns or needs related to marriage, parenting, substance abuse, stress or grief shall be provided at a time mutually convenient for Professional and the requesting CFR employee. Family members of CFR employees are not authorized to receive counseling services pursuant to this Agreement.

CFR employee-initiated services will be confidential, with employee names omitted from any documentation which may be provided to CFR. Professional shall be responsible for supplying her own office space to perform individual counseling services under this Agreement but may perform services on CFR premises at CFR's request.

CFR shall notify Professional when a CFR employee is mandated to meet with Professional. For those CFR employees who are mandated to meet with Professional, such as officers involved in a lethal encounter, Professional shall notify CFR when the appointment is completed.

This notification will include only verification of attendance. Notification may be facilitated by email or letter provided directly to CFR. If Professional has concerns about an employee's ability to return to duty, Professional may speak directly to CFR's Division Chief of Health & Safety or the Fire Chief, or designee, about such concerns.

Upon termination of this Agreement, Professional should refer all active CFR clients to another service provider, who has been approved by the City/ CFR, as required by professional and ethical standards. Alternatively, employee(s) may continue to seek services through Professional at the employee's expense.

D. Pre-Employment Evaluations

Professional may be retained by CFR to complete psychological evaluations for public safety applicants. Evaluations may include, but not limited to Pre-employment, Fitness for Duty, or Post-Shooting Clearances. Evaluations will ascribe to CFA accreditation standards and utilize testing instruments relevant to the purposes of assessing psychological candidacy or continued fitness of law enforcement and dually certified fire fighter applicants and incumbents. Evaluations will be conducted exclusively by doctoral level professionals with knowledge and expertise in public safety psychology as assigned by Professional. Findings of evaluations will be reported directly to CFR.

E. Availability and Contact Information:

Professional shall provide CFR with at least one contact telephone number by which Professional may be contacted during normal business hours (Monday through Friday, 08:00 to 5:00). If Professional is unavailable during normal business hours, Professional shall utilize a messaging service or other mechanism to process incoming calls. Professional must return messages within one hour unless Professional is treating a patient or in session with a patient at such time, and in such case, Professional shall return messages as soon as reasonably practicable.

Professional shall provide at least one after-hours contact telephone number to CFR by which the Professional may be contacted outside of normal business hours. This number will be utilized in the event of an urgent or critical incident involving fire department personnel, line of duty death, or a catastrophic or fatal injury to a CFR employee.

Professional will ensure that, in the event Professional will be unavailable to perform services pursuant to this Agreement for a period of more than 24 hours, an

equally qualified employee shall be available to perform the services. If no such employees are available, Professional will ensure that an equally qualified subcontractor shall be available to perform the services set forth herein at Professional's sole cost and expense. Professional shall ensure that the subcontractor is qualified and acceptable to CFR no later than 48 hours before Professional's anticipated unavailability.

F. Activity Summary:

On a date no later than the 15th day of each month during the Term, Professional shall provide CFR with an activity summary to include, at a minimum, the following statistics for the previous month:

1. Total number of employees seen, and hours of service provided to each employee.
2. Number of "no shows" or late cancellations.
3. Total number of worksite visits and number of hours at each visit.
4. List of training/education classes offered, including topic, number of employees in attendance and hours of training provided.
5. Number of callouts and hours of service provided for each call-out.
6. Number of consultations provided, and total time spent in this activity.

G. Confidentiality:

Professional will not be required to divulge any information to CFR that is deemed by the Professional to violate the doctor patient privilege.

2. TIME OF PERFORMANCE

This Contract shall commence on October 1, 2024 and shall terminate on September 30, 2026. Upon each subsequent term year, an increase that will not exceed 5% of the fees in effect during the then-current term year will be applied.

3. RENEWAL

This Contract may renew for up to three (3) additional one (1) year terms by mutual written agreement of the parties with an increase that will not exceed 5% of the fees in effect during the then-current Term.

4. COMPENSATION

The City will pay Professional a sum not to exceed \$90,000.00, inclusive of all reasonable and necessary direct expenses per fiscal year. The City may, from time to time, require changes in the scope of the project to be performed by Professional

hereunder. Such changes, including any increase or decrease in the amount of Professional's compensation and changes in the terms of this Contract which are mutually agreed upon by and between City and Professional shall be effective when incorporated in written amendment to this Contract.

The following Fee Schedule will apply to services provided under this Agreement:

For maintaining a contact telephone number for continual access as outlined in Section 1E., CFR will pay Professional a pro-rated sum of	\$22,000 for the present term.
On-site CISM/Debriefing/Critical Response	\$250.00 per one (1) hour session
Counseling sessions	\$165.00 per one (1) hour session
Annual Mental Health Check-in	\$165.00 per one (1) hour session
Annual Mental Health Evaluation	\$250.00 per evaluation
Pre-Employment Evaluation	\$500.00 per evaluation
Fitness For Duty Evaluation to include meetings, records review, interviews, report writing, testing, etc.	\$300 per one (1) hour block
Topical Training	\$300.00 per one (1) hour block

5. METHOD OF PAYMENT

Professional's invoices shall be submitted to CFR for approval for payment on a monthly basis in conjunction with the monthly Activity Summary. The City agrees to pay after approval in accordance with the Florida Local Government Prompt Payment Act §218.70, Florida Statutes.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

6. TERMINATION OF CONTRACT

The City at its sole discretion may terminate this Contract by providing Professional with 30 days written notice and by specifying the effective date of such termination. Professional shall be paid for its services through the effective date of such termination. Further, if the Professional fail to fulfill any of its obligations hereunder, this Contract shall be in default, the City may terminate the Contract, and Professional shall be paid only for work completed.

7. **INDEMNIFICATION AND INSURANCE**

Professional shall defend, indemnify and hold harmless the City, from and against any and all liabilities, claim demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature caused by or are alleged to be caused by Professional or any of its affiliates, contractors, members, employees, agents and representatives, excepting any liability or claim arising or growing out of the gross negligence or willful misconduct of CFR and/or City, its employees, or officials.

Nothing herein shall be construed to waive or modify the provisions of Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

Professional covenants that while this Contract is in effect it will maintain the following insurances:

Commercial General Liability Insurance coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

Commercial Automobile Liability Insurance coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.

Professional Liability Insurance/Medical Errors and Omission/Malpractice coverage appropriate for the type of business/medical certification engaged in by Professional with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Professional shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

8. **INTERESTS OF PARTIES**

Professional covenants that its officers, employees, and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

9. **CONFORMANCE WITH LAWS**

Professional agrees to comply with all applicable federal, state, and local laws during the life of this Contract.

10. **ATTORNEY FEES**

In the event either party seeks to enforce this Contract through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

11. **GOVERNING LAW AND VENUE**

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in the Middle District of Florida or Pinellas County, Florida.

12. **CONFIDENTIALITY**

Each party ("Receiving Party") shall not disclose, publish, or disseminate the Confidential Information (as defined below) of the other party ("Disclosing Party") to anyone other than those of such Receiving Party's employees and sub-contractors with a need to know, or as may be required by legal process or applicable Laws (including but not limited to Chapter 119, Florida Statutes, and the court decisions construing the same). Each party agrees to accept the other party's Confidential Information for the purposes of carrying out such Receiving Party's authorized activities under this Agreement. Each party agrees not to make copies of the other party's Confidential Information except to the extent permitted pursuant to this Agreement. Each party agrees not to use the Confidential Information of the other party for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. In the event a Receiving Party is required to disclose the Disclosing Party's Confidential Information in accordance with applicable Laws or by an order of a court or governmental agency, the Receiving Party shall give written notice to the Disclosing Party to enable the Disclosing Party to make a reasonable effort to obtain a protective order or other confidential treatment for the Confidential Information. Such notice shall be provided prior to disclosure unless otherwise required by court order or applicable Laws. Professional acknowledges that, in the event of a public records request, the City may be limited in the amount of notice that it may be able to provide Professional prior to disclosure of records and agrees that the City Attorney shall have the sole and absolute discretion to determine when public records must be released in order to comply with Chapter 119, Florida Statutes, and the court decisions construing same. By designating information as Confidential Information, Professional agrees to indemnify and hold harmless the City, its officials, or employees for any award to the plaintiff for damages, costs and reasonable attorney's fees incurred by the City by reason of any legal action challenging a claim. Professional shall require as a condition of any sub-contractor that the sub-contractor expressly acknowledges and agrees to be bound by the same confidentiality requirements to which Professional is bound by this Agreement.

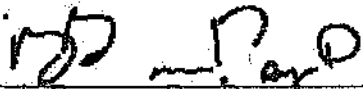
"Confidential Information" means confidential and proprietary information of either party that is disclosed to the other party which, in the case of written information, is marked "confidential" or "proprietary" and which, in the case of

information disclosed orally or stored electronically, is identified at the time of disclosure as confidential and proprietary and summarized and confirmed in writing as such by the Disclosing Party within thirty (30) days of the disclosure. Confidential Information shall not include information that (i) as of the Effective Date or after the Effective Date is or becomes generally available to the public through no fault or breach of the Receiving Party; (ii) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of any Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it. No representations, expressed or implied, are being made through the disclosure of Confidential Information.

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IN WITNESS WHEREOF, each Party represents that it has read this Contract and agrees to perform in accordance with the terms and conditions contained herein. Each Signatory to this Agreement warrants by affixing his or her signature below that he or she is duly authorized to bind the Party whom such Signatory represents.

Tampa Bay Psychology Associates:



Brandy Benson, Psy.D.
Tampa Bay Psychology Associates, CEO
Licensed Psychologist PY 9648

9/3/2024
Date

Countersigned:

CITY OF CLEARWATER, FLORIDA

Bruce Rector
Mayor

Jennifer Poirrier
City Manager

Date

Approved as to form:

Attest:

Owen Kohler
Lead Assistant City Attorney

Rosemarie Call
City Clerk