

AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this 01 day of October, 2023, 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, a Florida corporation, 111 North Belcher Road, Suite 101, Clearwater, Florida, 33765.

WHEREAS, the City recognizes that police work is stressful, dangerous and often stigmatized. Research has shown time and again that police officer 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 address mental health challenges faced by officers proactively by providing mental health training, counseling, and other services; and

WHEREAS, Tampa Bay Psychology Associates, LLC ("Professional") agrees to provide Department training, consultation, and participation in Department activities, response to and debriefing of critical incidents involving Departmental employees (sworn and non-sworn), individual counseling, psychological assessment and referral services, and other ancillary and supplementary psychological services in support of the Clearwater Police Department;

NOW THEREFORE, in consideration of the promises stated herein, the City and Professional mutually agree as follows:

1. SCOPE OF PROJECT.

Professional agrees to provide all psychological counseling and assessment services required by the Clearwater Police Department ("CPD"), which services are more particularly described as follows:

A. Training, Consultation & Participation in CPD Activities:

Professional may be requested to participate in CPD meetings or

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

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

(i) General and Educational Training (open to all CPD 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 CPD and Professional. Trainings will be delivered by Professional via in-person seminar. Topics will be mutually agreed upon by CPD 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 CPD and Professional. All recordings will be made available to CPD employees on a CPD-employee web page, in a format provided by CPD.

Professional will provide, as requested by CPD, consultation services to CPD administration regarding organizational issues (e.g., field training specific to mental health issues, the management of prolonged crisis events, such as hostage taking, CPD 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 CPD that is deemed by the Professional to be confidential.

(ii) Post Academy Trainings and New Hire Communication Center Trainings

Professional will provide, as requested by CPD, new hire trainings to sworn and dispatcher employees covering topics focused on developing early career, mental health resiliency to the stressors inherent to a career in public safety.

(iii) In-Service Trainings

Biannually, CPD may request Professional to present a training block focused on pertinent mental health topics during annually schedule in-service trainings to all sworn personnel.

(iv) Peer Support Team Trainings

Professional will provide a 4-hour, or as otherwise requested by CPD, annual training block to the CPD peer support team. Professional will work collaborative with the CPD peer support team to develop continuing education trainings that are relevant to continued skill building of the current peer support members, professional consultation, and the overall organizational health of the agency and it's incumbents.

B. Critical Incidents:

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

The Professional may be contacted for consultation by phone regarding critical incidents, including but not limited to: SWAT callouts, homicide investigations, and other high risk, complex incidents where the Professional may be able to assist in resolving the incident through psychological consultation or other psychological interventions.

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

C. Individual Counseling:

CPD employees may independently request individual counseling after critical incidents or for support during personal crises on their own initiative. Appointments requested by CPD 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 CPD employee. Family members of CPD employees are not authorized to receive counseling services pursuant to this Agreement.

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

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

This notification will include only verification of attendance. Notification may be facilitated by email or letter provided directly to CPD. If Professional has concerns about an employee's ability to return to duty, Professional may speak directly to CPD's Support Services Division Commander, Support Services Assistant Division Commander, or the Chief of Police, or designee, about such concerns.

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

Professional is authorized to provide individual counseling services pursuant to this Agreement to CPD employees who have filed a Workers' Compensation claim after receiving approval from the City of Clearwater Risk Manager.

Prior to providing individual counseling services to any CPD employee, Professional shall be responsible for verifying that the CPD employee has not filed a Workers' Compensation claim.

D. Pre-Employment Evaluations

Professional will be retained by CPD to complete psychological evaluations for police officer applicants. Evaluations will ascribe to CFA accreditation standards and utilize testing instruments relevant to the purposes of assessing psychological candidacy of law enforcement applicants. Evaluations will be conducted exclusively by doctoral level professionals with knowledge and expertise in public safety psychology as assigned by Professional.

Scheduling: Professional will provide a workflow to CPD to facilitate timely and efficient scheduling of applicants. Unless otherwise restricted by unforeseen scheduling demands on either parties behalf, applicants will be offered at least one available

appointment within two-weeks of request. Professional will advise CPD if scheduling issues arise.

Reporting: Unless unforeseen circumstances, holidays, or need for additional evaluation follow up occurs, Professional will remit completed reports to CPD within 7-14 days of evaluation. Should delays occur, Professional will alert CPD at first notification of a delay.

E. Availability and Contact Information:

Professional shall provide CPD with at least one contact telephone number by which she 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 CPD 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 police personnel, line of duty death, or a catastrophic or fatal injury to a CPD employee.

Professional will ensure that, in the event she will be unavailable to perform services pursuant to this Agreement for a period of more than 24 hours, 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 CPD no later than 48 hours before Professional's anticipated unavailability.

F. Activity Summary:

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

- (i) Total number of employees seen and hours of service provided to each employee;
- (ii) Number of "no shows" or late cancellations;
- (iii) Total number of worksite visits and number of hours at each visit;
- (iv) List of training/education classes offered, including topic, number of employees in attendance and hours of training provided;
- (v) Number of call-outs and hours of service provided for each call-out;
- (vi) Estimated number of consultations provided.
- (vii) Pre-Employment evaluations

2. TIME OF PERFORMANCE.

This Contract shall commence on October 1, 2023 and shall terminate on September 30, 2025.

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 of up to 5% in cost to each item listed in the fee schedule of section 5. The increase of up to 5% will occur every year of the renewal term.

4. COMPENSATION.

The City will pay Professional a sum not to exceed \$125,000, inclusive of all reasonable and necessary direct expenses per 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 D, CPD will pay Professional the sum of \$20,000 per year of the agreement;
- Individual Counseling Services: \$150.00 per session;
- Post Critical Event Evaluation: \$250 per evaluation;
- Fitness-for-Duty Evaluation: \$800.00-\$1,500.00 dependent on evaluation provided;
- Pre-Employment Evaluation: \$400.00 per evaluation;
- Annual Peer Support Training: \$800.00 per four (4) hour block;
- Post-Academy Training: \$200.00 per one (1) hour block.
- New Hire Communications Center Training: \$200.00 per one (1) hour block.
- Bi-annual, In-Service Training: \$200.00 per one (1) hour block.

5. METHOD OF PAYMENT.

Professional's invoices shall be submitted to CPD for approval for payment on a monthly basis in conjunction with the monthly Activity Summary. The City agrees to pay after approval under the terms of the Florida 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. NOTICES AND CHANGES OF ADDRESS.

Any notice required or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at

such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

7. TERMINATION OF CONTRACT.

The City at its sole discretion may terminate this Contract by giving Professional a ten (10) day written notice of its election to do so 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 Professional shall 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.

8. INDEMNIFICATION AND INSURANCE.

Professional shall defend, indemnify and hold harmless CPD and/or 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 CPD 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 at all times while this agreement is in effect it will maintain the following insurances:

A. 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.

B. 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.

C. Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

D. **Professional Liability Insurance/Medical Errors and Omission/Malpractice** coverage appropriate for the type of business/medical certification engaged in by the Contractor 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. Coverage 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.

9. PROPRIETARY MATERIALS.

Upon termination of this Contract, Professional shall transfer, assign and make available to CPD or its representatives all property and materials in Professional's possession belonging to or paid for by the City.

10. 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.

11. CONFORMANCE WITH LAWS.

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

12. 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.

13. 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.

14. 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 subcontractors 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 sole purpose 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 Contractor 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, Contractor agrees to indemnify and hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and reasonable attorney's fees incurred by the City by reason of any legal action challenging Contractor's claim. Professional shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same confidentiality requirements to which Contractor 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.

15. CITY PROPERTY.

To the extent permitted by applicable Laws, all studies, generic reports and data compilations prepared by Professional pursuant to this Agreement, shall be the exclusive property of the City. Professional shall deliver such City property to the City prior to final payment. Notwithstanding anything to the contrary herein, Professional shall be the Records Owner, as defined in Section 456.057, Fla. Stat., of all patient records.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Tampa Bay Psychology Associates, LLC

By: B. Benson

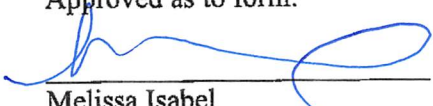
Print: BANDY BENSON

Title: CEO

Countersigned: CITY OF CLEARWATER, FLORIDA

Brian J. Aungst, Sr.
Mayor

By: _____
Jennifer Poirrier
City Manager

Approved as to form:


Melissa Isabel
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk