

## **AGREEMENT**

**THIS AGREEMENT, (“Agreement”)** is made and entered into by and between Tampa Bay Psychology Associates, LLC a Florida limited liability company, with its principal place of business located at 111 North Belcher Road, Suite 101, Clearwater, FL 33765 (Professional) and the City of Madeira Beach (“City”), a Florida corporation, 300 Municipal Drive, Madeira Beach, FL 33708 and is effective upon the signing of this agreement.

### **WITNESSETH:**

**WHEREAS**, the City recognizes first responders may be subjected to high levels of stress during the performance of their duties. The nature of some calls may require personnel to perform duties in harsh environments and in the face of great human tragedy, suffering and even loss of life. These stressors may have a direct impact or cumulative impact on the employee. As such, the City desires to address mental health challenges faced by first responders by providing mental health training, counseling, and other services; and

**WHEREAS**, Professional agrees to provide department training, consultation, and participation in department activities, response to and debriefing of critical incidents involving department employees (operations and civilian), individual counseling, psychological assessment and referral services, and other ancillary and supplementary psychological services in support of the Madeira Beach Fire Department (hereinafter, “MBFD”).

**NOW THEREFORE**, in consideration of the promises states herein, MBFD, and Professional mutually agree as follows:

### **1. SCOPE OF PROJECT**

Professional agrees to provide all psychological services required by MBFD. Services include:

#### **A. Training, Education, & Participation in MBFD Activities:**

Professional may be requested to participate in MBFD meetings or provide training/education to MBFD personnel to enhance professional understanding of specific psychological related topics. At the request of MBFD, Professional may be requested to conduct or assist MBFD personnel with scheduled training sessions, to include, but not limited to:

##### *(i) General and Educational Training (open to all MBFD employees)*

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

##### *(ii) Peer Support Team Training*

Professional may be asked to work collaboratively with the MBFD peer support team to develop continuing education trainings that are relevant to the continued skill building of the current peer support members, professional consultation, and the overall organizational health of the agency and its incumbents.

##### *(iii) Officer Training*

Professional may be requested to present a guided discussion on critical mental health issues, wellness, resilience, or leadership in the fire service during regularly scheduled officer meetings. These guided discussions will focus on providing officers and/or executive leadership the skills to more effectively recognize and respond to the mental health needs of direct reports and collaborate with Professional as a psychological asset to MBFD.

**B. Consultation:**

Professional will provide, as requested by MBFD, consultation services to MBFD administration regarding organizational issues (e.g., field training specific to mental health issues, the management of prolonged crisis events, such as mass casualty incidents, MBFD employee performance/behavior problems, and general mental health/stress management). Professional will serve as a professional resource for the Departments' administration and employees regarding treatment services, community referrals, and other topics relevant to the Professional's field of practice as it serves for the enhancement of the Department.

Professional will proactively engage with employees and MBFD administration to establish a collaborative and supportive community partner relationship.

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

**C. Critical Incidents:**

A line of duty death, potentially fatal injury to an employee, or exposure to an exceptionally traumatic call are perhaps the most extreme stressors employees of a Fire/EMS agency can experience. If such an incident should occur affecting an MBFD employee, the Professional may be requested to respond to the hospital, a fire station, police headquarters to assist those impacted by the incident, or directly to the scene to intervene with responding personnel. 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 MBFD employees involved in critical incidents shall occur based on collaborative scheduling between Professional and MBFD designee. Engagement of Professional for critical events must be initiated by a MBFD designee. Intervention with affected MBFD employees shall occur within 72 hours of the incident unless otherwise approved by the MBFD designee. Intervention can be rendered at the station, at the Professional's location of practice, or via remote format (i.e., Zoom or telephone).

**D. Individual Counseling:**

MBFD employees may independently request individual counseling after critical incidents or for support during personal crises on their own initiative. Appointments requested by MBFD 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 MBFD employee.

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

MBFD shall notify Professional when an MBFD employee is mandated to meet with Professional. For those MBFD employees who are mandated to meet with Professional, Professional shall notify MBFD when the appointment is completed. This notification will include only verification of attendance. Notification may be facilitated by email or letter provided directly to MBFD. If Professional has concerns about an employee's ability to return to duty, Professional may speak directly to an MBFD Command Staff member about such concerns.

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

#### **E. Evaluations**

Professional will be retained by the MBFD to complete psychological suitability or Fitness for Duty evaluations for new hire applicants or existing incumbents. Evaluations will ascribe to CFA accreditation standards and utilize testing instruments relevant to the purposes of assessing psychological candidacy of public safety applicants. 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 MBFD.

#### **F. Availability and Contact Information:**

Professional shall provide MBFD with at least one (1) contact telephone number by which Professional may be contacted during normal business hours (Monday through Friday, 08:00 a.m. to 5:00 p.m. EST). 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 a time, and in such case, Professional shall return messages as soon as reasonably practicable.

Should an MBFD member or MBFD-designated representative contact the Professional via the after-hours emergency telephone number and request immediate intervention, MBFD acknowledges and agrees that it is within the sole ethical and clinical discretion of the Professional to determine the immediate needs of the individual and to render care in a manner that prioritizes the safety and well-being of all parties involved. Any such services

provided outside of normal business hours shall be classified as crisis intervention and will be billed accordingly.

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 and duly licensed in the State of Florida 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 MBFD no later than 48 hours before Professional's anticipated unavailability.

**G. Activity Summary:**

On a date no later than the fifteenth (15<sup>th</sup>) day of each month during the term of this agreement including any extensions or renewals, Professional shall provide individually to MBFD with an activity summary to include, at a minimum, the following statistics for the previous month:

- (i) Total number of unique employees and hours of service provided to each employee;
- (ii) Number of the above visits that are repeat visits by employee;
- (iii) List of training/education classes offered, including topic, number of employees in attendance and hours of training provided;
- (iv) Total number of worksite visits and number of hours at each visit;
- (v) Number of call-outs and hours of service provided for each call-out; and
- (vi) Number of consultations provided and total time spent in this activity.

**2. TIME OF PERFORMANCE**

The term of this Agreement shall be from 01/01/2026-09/30/2027. This Agreement 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 4. An increase of up to 5% will occur every year of the renewal term. The Professional shall submit its desire to renew this Agreement in writing to MBFD at least sixty (60) days prior to the end of the current term. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, with or without cause.

**3. COMPENSATION**

MBFD will pay Professional according to the fee schedule below. MBFD may, from time to time, require changes in the scope of the services 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 Agreement which are mutually agreed upon by and between MBFD and Professional shall be effective when incorporated in written amendment to this Agreement.

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

Service	FY26 Fee
Crisis & Emergency Response: On-site intervention/CISM/Debriefing/Critical Response/Crisis Sessions	\$250.00 per one (1) hour session
Counseling sessions	\$165.00 per one (1) hour session

Training: Peer support, General educational, officer development, specialty requested topics	\$300.00 per one (1) hour block
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#### **4. METHOD OF PAYMENT**

Professional's invoices shall be submitted to MBFD on a monthly basis in conjunction with the monthly Activity Summary. MBFD agrees to pay after approval under the terms of the Florida Prompt Payment Act, Florida Statutes 218.70 et seq.

In the event the MBFD, in their sole discretion, determine that sufficient budgeted funds are not available to appropriate for payments due to the Professional under this Agreement, MBFD shall notify Professional of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to MBFD. The Special District's performance and obligation to pay under this Agreement is contingent upon an annual appropriation of the Special District's budget.

#### **5. NOTICES AND CHANGES OF ADDRESS**

Any notice required or permitted to be given by the provisions of this Agreement 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 (5<sup>th</sup>) business day after the day on which such notice is mailed and properly addressed.

#### **6. TERMINATION OF AGREEMENT**

MBFD may terminate the Agreement by giving Professional a thirty (30) 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 Agreement shall be in default, MBFD may terminate the Agreement, and Professional shall be paid only for work completed.

#### **7. INDEMNIFICATION AND INSURANCE**

Professional shall defend, indemnify and hold harmless MBFD, 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 MBFD, 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 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 claim 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.

#### **8. PROPRIETARY MATERIALS**

Upon termination of this Agreement, Professional shall transfer, assign and make available to MBFD or its representatives all property and materials in Professional's possession belonging to or paid for by MBFD that is not deemed private/protected medical information.

#### **9. 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 agreement.

#### **10. CONFORMANCE WITH LAWS**

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

#### **11. ATTORNEY FEES**

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

#### **12. GOVERNING LAW AND VENUE**

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

#### **13. CONFIDENTIALITY**

Non-disclosure. The Parties recognize that the Special District is a governmental entity which is subject to the public records and open meetings laws of the State of Florida, and nothing contained herein shall be construed as authorizing or agreeing to any action which would violate such laws. All information claimed to be confidential shall be clearly, distinctly, and separately marked and identified in writing as such. Regardless of whether such information claimed to be confidential shall include any information that: (i) was already in the public domain or is otherwise already disclosed; (ii) was already known to the recipient, without restriction, at the time of disclosure, (iii) was independently developed by the recipient without any use of such information; (iv) was properly obtained by the recipient from a third party lawfully in possession of such information and without breach of such

third party's obligations of confidentiality; or (v) must be disclosed pursuant to court order or under operations of law, including but not limited to the public records or public meetings laws of the State of Florida because such information: (a) does not meet the definition of trade secret as prescribed by section 815.045, Florida Statutes, as may be amended from time to time, or (b) is not otherwise exempt from the public records and open meetings laws of the state of Florida pursuant to a specific statutory exemption. The determination of the applicability of statutory exemption. The determination of the applicability of statutory exemptions to a particular record will be made by the Special District, in its sole and absolute discretion.

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, MBFD 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 Special District 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 MBFD and/or Special District by reason of any legal actions 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.

**Public Records.** Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Professional on behalf of the Special District, Professional shall: (a) keep and maintain all public

records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the Professional to perform the work contemplated by this Agreement; (b) upon request from the Special District's custodian of public records, provide the Special District with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, 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 the term of this Agreement and following completion or termination of this Agreement, if Professional does not transfer the records to the Special District in accordance with (d) below and (d) upon completion or termination of this Agreement, (i) if the Special District, in its sole and absolute discretion, requests that all Public Records in possession of Professional be transferred to the Special District. All shall transfer, at no cost, to the Special District, all Public Records in possession of Professional with thirty (30) days of such request or (ii) if no such request is made by the Special District, Professional shall keep and maintain the Public Records required by the Special District to perform the work contemplated by this Agreement. If Professional transfers all Public Records to the Special District pursuant to (d) (i) above, Professional shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the Special District and provide the Special District with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. All Public Records stored electronically must be provided to the Special District, upon request from the Special District's custodian of public records, in a format that is compatible with the information technology of the Special District. If Professional does not comply with a Public Records request or does not comply with a Public Records request within a reasonable amount of time, the Special District may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Professional is acting on behalf of MBFD.

#### **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 MBFD. Professional shall deliver such MBFD property to MBFD 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, 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

\_\_\_\_\_  
Date

Countersigned:

CITY OF MADEIRA BEACH, FLORIDA

\_\_\_\_\_  
By: Robin Gomez  
City Manager

Attest:

\_\_\_\_\_  
Clara VanBlargan  
City Clerk