

## AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this 9 day of January, 2025, by and between the City of Madeira Beach ("City"), a Florida municipal corporation, 300 Municipal Drive, Madeira Beach FL. 33708 and Tampa Bay Psychology Associates, LLC, ("Professional") a Florida corporation, 111 North Belcher Road, Suite 101, Clearwater, Florida, 33765.

WHEREAS, the City recognizes that first responder work is stressful, dangerous and often stigmatized. Research has shown time and again that fire department personnel's 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 fire department personnel proactively by providing mental health evaluation and counseling; and

WHEREAS, Professional agrees to provide psychological evaluation and counseling services for fire department personnel of the Madeira Beach Fire Department (MBFD);

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 psychological evaluation and counseling services required by the Madeira Beach Fire Department, which services are more particularly described as follows:

#### **A. Individual Counseling Sessions:**

MBFD employees may independently request 60-minute individual counseling sessions for support during personal crises on their own initiative. These counseling sessions require the approval of the Fire Chief of MBFD. 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 its own office space to perform individual counseling services under this Agreement but may perform services on MBFD premises at MBFD's request.

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

Professional is not authorized to provide individual counseling services pursuant to this Agreement to MBFD employees who have filed a Workers' Compensation claim. Prior to providing individual counseling services to any MBFD employee, Professional shall be responsible for verifying that the MBFD employee has not filed a Workers' Compensation claim.

**B. Availability and Contact Information:**

Professional shall provide MBFD with at least one contact telephone number by which they 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.

**2. TIME OF PERFORMANCE.**

This Agreement shall commence on January 2, 2025, and shall terminate on December 31, 2025.

**3. COMPENSATION.**

The City will pay Professional the sum of \$165.00 per one (1) hour counseling session.

**4. METHOD OF PAYMENT.**

Professional's invoices shall be submitted to the Fire Chief of the Madeira Beach Fire Department for approval for payment on a monthly basis. The City agrees to pay, after approval, under the terms of the Florida Prompt Payment Act §218.70, Florida Statutes. A HIPAA compliant activity report will be sent with all corresponding invoices

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

**6. TERMINATION OF AGREEMENT .**

The City at its sole discretion may terminate this Agreement 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 Agreement shall be in default, the City may terminate the Agreement, and Professional shall be paid only for work completed.

**7. INDEMNIFICATION AND INSURANCE.**

Professional shall defend, indemnify and hold harmless the City of Madeira Beach, 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, sub-contractors, members, employees, agents and representatives, excepting any liability or claim arising or growing out of the gross negligence or willful misconduct of the 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** 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.

**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 the City.

**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 in the Middle District of Florida or Pinellas County, Florida.

**13. 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 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

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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 a 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 subcontract that the subcontractor 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.

#### **14. CITY PROPERTY.**

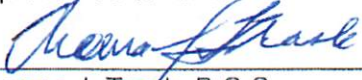
To the extent permitted by applicable Laws, all studies, generic reports and data compilations prepared by Professional pursuant to this Agreement shall be the exclusive property of the City. Professional shall deliver such City property to the City prior to final payment. Notwithstanding anything to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

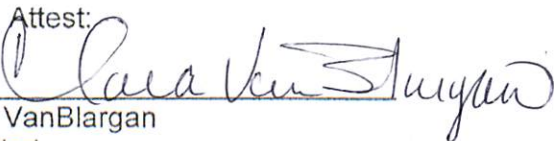
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF MADEIRA BEACH, FLORIDA

By:   
Robin Gomez  
City Manager

Approved as to form:

  
Thomas J. Track, B.C.S  
City Attorney

Attest:   
Clara VanBlargan  
City Clerk

Tampa Bay Psychology Associates, LLC

By:   
Brandy L. Benson, Manager