

**CITY OF NORTH MIAMI POLICE DEPARTMENT
AND BLUE LINE COUNSELING, LLC
MENTAL HEALTH WELLNESS AGREEMENT**

This Agreement is made and entered into this day of 3/3/2020, by and between **Blue Line Counseling, Inc.**, (THERAPIST) with a phone number of 305-209-6399 and the **North Miami Police Department** (“AGENCY”), whose principal business address is 700 N.E. 124th Street, North Miami, Florida 33161, collectively referred to as (“THE PARTIES”), witness that:

WHEREAS, the AGENCY employs police officers and civilian staff (“CLIENTS”), and the THERAPIST is able to provide mental health wellness and psycho-educational sessions to the clients, and

WHEREAS, the parties have negotiated an agreement concerning their respective interests and wish to reduce their agreement to a written document reflecting their intentions, and

WHEREAS, Therapist will provide annual mental health wellness sessions and psycho-education to clients.

NOW, THEREFORE, in consideration of the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Term:** This contract is renewable at the end of every year upon the agreement of both parties. For purposes of this contract, the phrase “contract year” shall mean the initial term of this contract or any renewal thereof.
2. **Termination:** Either party may terminate this contract at any time by giving written notice at least 30 (thirty) days in advance.
3. **Compensation:** The agency shall pay Therapist at the rate of \$120 (One hundred twenty dollars and 00/100 cents) per one (1) hour for client session(s).
4. **Billing:** Therapist will invoice agency at the end of each month the number of client(s) seen with no additional information.
5. **Records:** The therapist shall maintain attendance records and shall submit such records to agency. No clinical notes or records will be provided to agency and all communication between the therapist and client will remain confidential, unless a threat of serious harm or death to oneself or others exists.
6. **Confidentiality:** Therapist is dedicated to preserving the confidentiality and privacy of all clients. However, some State and Federal laws require the disclosure of information in certain situations. Please review the following situations in which confidentiality must be breached:

- a. If therapist suspects child, elderly, or disabled person is abused or neglected, she is required to report that information to a State agency.
- b. If a client brings criminal charges against the Therapist.
- c. When a Court orders the Therapist's testimony of your records.
- d. When Therapist believes a client is a danger to themselves or others (suicidal or homicidal). The laws and ethics of confidentiality are complicated. If you have special or unusual concerns, an attorney is recommended for legal advice.

7. **Subpoenas:** If client records are requested through subpoena, client will be notified in writing and provided with a copy of the subpoena. Client must then provide the Therapist with a written objection to the subpoena or indicate that an objection will be filed with the Court (with a copy to the Therapist). It is the client's responsibility to file this with the Court within the time frame legally allowed.

8. **Communication:** Sending information through texting and email are not a safe means of communication because there is no proper means for assuring the confidentiality of information. Communication with Therapist can be done by telephone or in person for any other concern. This will assure that client's personal information is kept confidential and is responded to in a therapeutic manner.

9. **AGENCY Duties and Responsibilities:**

- a. The agency will provide without cost or expense to the Therapist a private office to conduct said services at a location not frequented by agency personnel that has no possibility of recording any of the conversation(s).

10. **Liability Insurance:** Therapist agrees to maintain professional liability insurance to cover any acts or omissions of its employees or contracted providers in the amount of \$1,000,000.00 (One million dollars and 00/100 cents) per claim, \$3,000,000.00 (Three million dollars and 00/100 cents) for aggregate claim(s).

11. **Independent Contractor:** Therapist, shall be deemed to be an independent contractor and not an agent or employee of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Therapist shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

12. **Notices:** Any notice required or permitted under this contract shall be in writing and shall be hand-delivered or sent via certified mail, and shall be deemed given when mailed.

13. **No Assignment:** Neither party may assign this Agreement without the prior written consent of the other party, which may be withheld in other party's sole discretion.

14. **Severability:** If any Agreement provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of

this Agreement shall remain valid and enforceable.

15. **Governing Law/Venue:** This Agreement shall be governed by the laws of State of Florida. Exclusive jurisdiction and venue of any actions arising out of this Agreement shall be in Miami-Dade County, Florida.

16. **Waiver:** The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.


17. **Entire Agreement/Amendments:** The Agreement, as amended herein constitutes the entire agreement between the parties, and supersedes any prior understandings. This Agreement may be amended only by written amendments duly executed by the parties.

[The rest of this page is left blank intentionally]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By:  DocuSigned by: EA44A948DCF94B6...

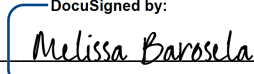
Print Name: Babette Rox

2/7/2020

Witness Date Signed

BLUE LINE COUNSELING, LLC,

“Consultant”:


By:  DocuSigned by: 52002A450F86432...

Print Name: Melissa Barosela, LMHC

2/7/2020

Consultant Date Signed

ATTEST:

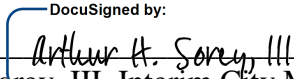
 DocuSigned by: BB47A3B4B262492
Vanessa Joseph, Esq., City Clerk

3/3/2020

Clerk City Clerk Date Signed

CITY OF NORTH MIAMI

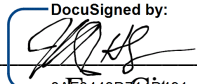
A Florida municipal corporation, **“City”:**

 DocuSigned by: 75D41897E241C011
Arthur H. Sorey, III, Interim City Manager

2/16/2020

Interim City Manager Date Signed

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

 DocuSigned by: 8A946D7134911...
Jeff P. H. Cazeau, Esq., City Attorney

2/8/2020

Attorney City Attorney Date Signed