

Approved by: Vincent Bonvento 7/1/14
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures					
Operating Costs	<u>3,680</u>	<u>42,320</u>			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>\$3,680</u>	<u>\$42,320</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included In Current Budget? Yes ☐ No ☐

Budget Account Exp No: Fund 0001 Department 660 Unit 8230 Object 3401

Rev No: Fund Department Unit Object

Proposed budget 000/150/1501/3401

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Fund: General Fund

Unit: Youth Service Bureau

Departmental Fiscal Review: Stephanie Sepiole

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

50 AM 7/7/14
7/7/14
OFMB
AK 7/7/14
7/8/2014

J. J. Jacobson 7/9/14
Contract Administration
7-8-14 BLS/KCH

B. Legal Sufficiency:

Rachel Erdley 7/10/14
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY
AND PRE-DOCTORAL PSYCHOLOGY INTERN**

This Contract is made as of the 15th day of JULY, 2014, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Kelly Kamel, a Pre-Doctoral Psychology Intern and doctoral candidate at Argosy University – Washington, DC, hereinafter referred to as the "INTERN" or "INDEPENDENT CONTRACTOR."

In consideration of the mutual promises contained herein, the COUNTY and the INTERN agree as follows:

ARTICLE 1 – SERVICES – SCOPE OF WORK

The INTERN'S responsibility under this Contract is to provide professional services in the area of clinical psychology, in the County's Department of Public Safety, Division of Youth Affairs, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Shayna Ginsburg, Psy.D., Chief of Clinical Services, Education & Training. telephone no. 561-233-4460.

The INTERN'S representative/liaison during the performance of this Contract shall be Kelly Kamel. telephone no. 410-937-0093.

ARTICLE 2 – SCHEDULE – TERM OF WORK

The INTERN shall commence services on August 11, 2014 and complete all services by August 10, 2015.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO INTERN

- A. The total amount to be paid by the COUNTY under this Agreement for all services shall not exceed a total amount of TWENTY-THREE THOUSAND Dollars (\$23,000.00) payable at \$11.50 per hour. The INTERN is expected to work 40 hours per week. The INTERN will bill the COUNTY on a bi-weekly basis for a total amount not to exceed NINE HUNDRED TWENTY Dollars (\$920.00).
- B. Invoices received from the INTERN pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses, if any, will not be reimbursed by the COUNTY.

- D. **Final Invoice:** In order for both parties herein to close their books and records, the INTERN will clearly state "**final invoice**" on the INTERN'S final/last billing to the COUNTY. This shall constitute INTERN'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the INTERN.

ARTICLE 4 - TERMINATION

This Contract may be terminated by the INTERN upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the INTERN. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the INTERN. Unless the INTERN is in breach of this Contract, the INTERN shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the INTERN shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY, including but not limited to, case notes, reports and discharge summaries.
- C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 – PERSONNEL AND PERFORMANCE

All of the services required hereinunder shall be performed by the INTERN. INTERN shall perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the County staff.

ARTICLE 6 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the INTERN. The INTERN shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the INTERN authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The INTERN shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 7 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 8 – INSURANCE

- A. INTERN shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. INTERN shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by INTERN are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by INTERN under the contract.
- B. **Professional Liability** INTERN shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of INTERN'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, INTERN shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, INTERN shall purchase a SERP with a minimum reporting period not less than 3 years. INTERN shall provide this coverage on a primary basis.
- C. **Additional Insured** INTERN shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." INTERN shall provide the Additional Insured endorsements coverage on a primary basis.
- D. **Waiver of Subrogation** INTERN hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then INTERN shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should INTERN enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance** Prior to execution of this Contract, INTERN shall deliver to the COUNTY'S representative, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
c/o Public Safety Department
Stephanie Sejnoha
20 So. Military Trail
West Palm Beach, FL 33415

- F. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 9 - INDEMNIFICATION

INTERN shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of INTERN.

ARTICLE 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or INTERN.

ARTICLE 11 - CONFLICT OF INTEREST

The INTERN represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The INTERN further represents that no person having any such conflict of interest shall be employed for said performance of services.

The INTERN shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the INTERN'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the INTERN may undertake and request

an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the INTERN. The COUNTY agrees to notify the INTERN of its opinion by certified mail within thirty (30) days of receipt of notification by the INTERN. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the INTERN, the COUNTY shall so state in the notification and the INTERN shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the INTERN under the terms of this Contract.

ARTICLE 12 - EXCUSABLE DELAYS

The INTERN shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the INTERN and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the INTERN'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the INTERN'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 13 - ARREARS

The INTERN shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The INTERN further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 14 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The INTERN shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the INTERN and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and

the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 15 - INDEPENDENT CONTRACTOR RELATIONSHIP

The INTERN is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the INTERN'S sole direction, supervision, and control. The INTERN shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the INTERN'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The INTERN does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 16 - ACCESS AND AUDITS

The INTERN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the INTERN'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the INTERN, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 17 - NONDISCRIMINATION

The INTERN warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

ARTICLE 18 - AUTHORITY TO PRACTICE

The INTERN hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 19 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 20 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the INTERN certifies that it, its affiliates, suppliers, subcontractors and INTERNS who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 21 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the INTERN of the COUNTY'S notification of a contemplated change, the INTERN shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the INTERN'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the INTERN shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the INTERN shall not commence work on any such change until such written amendment is signed by the INTERN and approved and executed on behalf of Palm Beach County.

ARTICLE 22 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department
Division Director, Youth Affairs
4200 North Australian Avenue
West Palm Beach, FL 33407

With copy to:

Palm Beach County Attorney’s Office
301 North Olive Ave. – 6TH Floor
West Palm Beach, Florida 33401

If sent to the INTERN, notices shall be addressed to:

Kelly Kamel
417 Rambler Road
Bel Air, Maryland 21015

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the INTERN agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 24 - CRIMINAL HISTORY RECORDS CHECK

If INTERN is required under this contract to enter a “critical facility,” as identified in Resolution R-2003-1274, the INTERN shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code (“Criminal History Records Check” section) and acknowledges and agrees that if required to enter a “critical facility” will be subject to a fingerprint based criminal history records check. The COUNTY agrees to pay for all applicable FDLE/FBI fees required for said criminal history record checks associated in complying with this section of the Palm Beach County Code.

ARTICLE 25 - REGULATIONS; LICENSING REQUIREMENTS

The INTERN shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. INTERN is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this Contract on behalf of the COUNTY and INTERN has hereunto set its hand the day and year above written.

INTERN:

By: Kelly Kamel
Kelly Kamel

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: Vince Bonvento
Vince Bonvento, Director
Department of Public Safety

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: Ramona Gailly
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Tony Spaniol
Tony Spaniol, Director
Division of Youth Affairs

EXHIBIT "A"

SCOPE OF WORK

The psychology intern is required to complete a 2000-hour internship. The internship begins on August 11, 2014 and continues for one year. In accordance with APPIC standards, the minimum requirements include 500 hours of direct clinical contact, 100 hours of individual supervision, 100 hours of group or additional individual supervision, and 100 hours of didactic training. Psychology interns are requested to integrate theoretical, clinical, and professional issues in psychology into the service delivery model at the rotation sites within the Palm Beach County, Public Safety Department, Youth Affairs Division.

Psychology interns complete two six-month rotations: community-based and residential. Community based services are provided at the Education Center office. The psychology intern will be responsible for providing short-term family therapy, intake assessments, provisional diagnosis, treatment planning and implementation, and case management. Interns may co-facilitate parent education/support groups and conduct outreach activities, including presentations to staff, schools, and community agencies. This rotation also requires written psychosocial evaluations, formal treatment plans, and closing summaries.

Residential services are provided at Highridge Family Center. The intern is responsible for providing family, group, and individual therapy to residents of Highridge. Interns typically work on one side of the facility, with either boys or girls and their families. Additionally, the intern will conduct intake assessments, be involved in the residential milieu, and participate in weekly treatment team meetings, case conferences, monthly live family sessions, groups, staff consultations, and presentations. This rotation also requires written psychosocial evaluations, formal treatment plans, treatment plan reviews, and discharge summaries.

Psychology interns are also expected to complete a minimum of five full battery psychological evaluations over the course of the 12-month internship. Full batteries include clinical interviews and assessment of intellectual functioning, behavior, and personality/social functioning. Psycho-educational testing may also be included in the full assessment batteries. Interns are to consult with referring therapists, hold feedback sessions, and complete reports in a timely manner. Referrals for psychological testing come from within the Division, and interns may make psychological evaluation referrals for their own family therapy clients, which another evaluator will conduct.

Interns attend weekly didactic training activities, including formal training on a variety of topics, such as ethics, professional development, family systems, intervention strategies, diagnostic issues, psychological testing, child maltreatment, domestic violence, and supervision. Additionally, interns will present treatment and testing cases, participate in journal review discussions, become part of the family therapy treatment team, and provide a professional presentation.

Interns must receive a minimum of two hours of weekly individual face-to-face supervision. This is routinely supplemented by brief and spontaneous discussions between supervisors and interns. In addition to practical experiences and individual supervision, the intern will participate in weekly group supervision.

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY
AND PRE-DOCTORAL PSYCHOLOGY INTERN

This Contract is made as of the 15th day of JULY, 2014, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Kristine Gross, a Pre-Doctoral Psychology Intern and doctoral candidate at Chestnut Hill College, hereinafter referred to as the "INTERN" or "INDEPENDENT CONTRACTOR."

In consideration of the mutual promises contained herein, the COUNTY and the INTERN agree as follows:

ARTICLE 1 – SERVICES – SCOPE OF WORK

The INTERN'S responsibility under this Contract is to provide professional services in the area of clinical psychology, in the County's Department of Public Safety, Division of Youth Affairs, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Shayna Ginsburg, Psy.D., Chief of Clinical Services, Education & Training. telephone no. 561-233-4460.

The INTERN'S representative/liaison during the performance of this Contract shall be Kristine Gross. telephone no. 561-748-6422.

ARTICLE 2 – SCHEDULE – TERM OF WORK

The INTERN shall commence services on August 11, 2014 and complete all services by August 10, 2015.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO INTERN

- A. The total amount to be paid by the COUNTY under this Agreement for all services shall not exceed a total amount of TWENTY-THREE THOUSAND Dollars (\$23,000.00) payable at \$11.50 per hour. The INTERN is expected to work 40 hours per week. The INTERN will bill the COUNTY on a bi-weekly basis for a total amount not to exceed NINE HUNDRED TWENTY Dollars (\$920.00).
- B. Invoices received from the INTERN pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses, if any, will not be reimbursed by the COUNTY.

- D. Final Invoice: In order for both parties herein to close their books and records, the INTERN will clearly state "final invoice" on the INTERN'S final/last billing to the COUNTY. This shall constitute INTERN'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the INTERN.

ARTICLE 4 - TERMINATION

This Contract may be terminated by the INTERN upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the INTERN. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the INTERN. Unless the INTERN is in breach of this Contract, the INTERN shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the INTERN shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY, including but not limited to, case notes, reports and discharge summaries.
- C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 – PERSONNEL AND PERFORMANCE

All of the services required hereinunder shall be performed by the INTERN. INTERN shall perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the County staff.

ARTICLE 6 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the INTERN. The INTERN shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the INTERN authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The INTERN shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 7 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 8 – INSURANCE

- A. INTERN shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. INTERN shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by INTERN are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by INTERN under the contract.
- B. **Professional Liability** INTERN shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of INTERN'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, INTERN shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, INTERN shall purchase a SERP with a minimum reporting period not less than 3 years. INTERN shall provide this coverage on a primary basis.
- C. **Additional Insured** INTERN shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." INTERN shall provide the Additional Insured endorsements coverage on a primary basis.
- D. **Waiver of Subrogation** INTERN hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then INTERN shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should INTERN enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance** Prior to execution of this Contract, INTERN shall deliver to the COUNTY'S representative, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
c/o Public Safety Department
Stephanie Sejnoha
20 So. Military Trail
West Palm Beach, FL 33415

- F. Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 9 - INDEMNIFICATION

INTERN shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of INTERN.

ARTICLE 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or INTERN.

ARTICLE 11 - CONFLICT OF INTEREST

The INTERN represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The INTERN further represents that no person having any such conflict of interest shall be employed for said performance of services.

The INTERN shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the INTERN'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the INTERN may undertake and request

an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the INTERN. The COUNTY agrees to notify the INTERN of its opinion by certified mail within thirty (30) days of receipt of notification by the INTERN. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the INTERN, the COUNTY shall so state in the notification and the INTERN shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the INTERN under the terms of this Contract.

ARTICLE 12 - EXCUSABLE DELAYS

The INTERN shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the INTERN and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the INTERN'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the INTERN'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 13 - ARREARS

The INTERN shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The INTERN further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 14 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The INTERN shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the INTERN and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and

the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 15 - INDEPENDENT CONTRACTOR RELATIONSHIP

The INTERN is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the INTERN'S sole direction, supervision, and control. The INTERN shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the INTERN'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The INTERN does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 16 - ACCESS AND AUDITS

The INTERN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the INTERN'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the INTERN, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 17 - NONDISCRIMINATION

The INTERN warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

ARTICLE 18 - AUTHORITY TO PRACTICE

The INTERN hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 19 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 20 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the INTERN certifies that it, its affiliates, suppliers, subcontractors and INTERNS who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 21 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the INTERN of the COUNTY'S notification of a contemplated change, the INTERN shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the INTERN'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the INTERN shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the INTERN shall not commence work on any such change until such written amendment is signed by the INTERN and approved and executed on behalf of Palm Beach County.

ARTICLE 22 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department
Division Director, Youth Affairs
4200 North Australian Avenue
West Palm Beach, FL 33407

With copy to:

Palm Beach County Attorney’s Office
301 North Olive Ave. – 6TH Floor
West Palm Beach, Florida 33401

If sent to the INTERN, notices shall be addressed to:

Kristine Gross
186 Golf Village Blvd
Jupiter, FL 33458

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the INTERN agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 24 - CRIMINAL HISTORY RECORDS CHECK

If INTERN is required under this contract to enter a “critical facility,” as identified in Resolution R-2003-1274, the INTERN shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code (“Criminal History Records Check” section) and acknowledges and agrees that if required to enter a “critical facility” will be subject to a fingerprint based criminal history records check. The COUNTY agrees to pay for all applicable FDLE/FBI fees required for said criminal history record checks associated in complying with this section of the Palm Beach County Code.

ARTICLE 25 - REGULATIONS; LICENSING REQUIREMENTS

The INTERN shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. INTERN is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this Contract on behalf of the COUNTY and INTERN has hereunto set its hand the day and year above written.

INTERN:

By: Kristine Gross
Kristine Gross

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: Vince Bonvento
Vince Bonvento, Director
Department of Public Safety

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Samuel E. Edling
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Tony Spaniol, P.S.D.
Tony Spaniol, Director
Division of Youth Affairs

EXHIBIT "A"

SCOPE OF WORK

The psychology intern is required to complete a 2000-hour internship. The internship begins on August 11, 2014 and continues for one year. In accordance with APPIC standards, the minimum requirements include 500 hours of direct clinical contact, 100 hours of individual supervision, 100 hours of group or additional individual supervision, and 100 hours of didactic training. Psychology interns are requested to integrate theoretical, clinical, and professional issues in psychology into the service delivery model at the rotation sites within the Palm Beach County, Public Safety Department, Youth Affairs Division.

Psychology interns complete two six-month rotations: community-based and residential. Community based services are provided at the Education Center office. The psychology intern will be responsible for providing short-term family therapy, intake assessments, provisional diagnosis, treatment planning and implementation, and case management. Interns may co-facilitate parent education/support groups and conduct outreach activities, including presentations to staff, schools, and community agencies. This rotation also requires written psychosocial evaluations, formal treatment plans, and closing summaries.

Residential services are provided at Highridge Family Center. The intern is responsible for providing family, group, and individual therapy to residents of Highridge. Interns typically work on one side of the facility, with either boys or girls and their families. Additionally, the intern will conduct intake assessments, be involved in the residential milieu, and participate in weekly treatment team meetings, case conferences, monthly live family sessions, groups, staff consultations, and presentations. This rotation also requires written psychosocial evaluations, formal treatment plans, treatment plan reviews, and discharge summaries.

Psychology interns are also expected to complete a minimum of five full battery psychological evaluations over the course of the 12-month internship. Full batteries include clinical interviews and assessment of intellectual functioning, behavior, and personality/social functioning. Psycho-educational testing may also be included in the full assessment batteries. Interns are to consult with referring therapists, hold feedback sessions, and complete reports in a timely manner. Referrals for psychological testing come from within the Division, and interns may make psychological evaluation referrals for their own family therapy clients, which another evaluator will conduct.

Interns attend weekly didactic training activities, including formal training on a variety of topics, such as ethics, professional development, family systems, intervention strategies, diagnostic issues, psychological testing, child maltreatment, domestic violence, and supervision. Additionally, interns will present treatment and testing cases, participate in journal review discussions, become part of the family therapy treatment team, and provide a professional presentation.

Interns must receive a minimum of two hours of weekly individual face-to-face supervision. This is routinely supplemented by brief and spontaneous discussions between supervisors and interns. In addition to practical experiences and individual supervision, the intern will participate in weekly group supervision.