

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

3X1

**AGENDA ITEM SUMMARY**

**Meeting Date:** 8/19/14

☒ **Consent**    ☐ **Regular**  
☐ **Ordinance**    ☐ **Public Hearing**

**Department**

**Submitted By:** Department of Public Safety

**Submitted For:** Division of Youth Affairs

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to: Receive and file contracts for professional services with the following Post-doctoral Psychology Residents to complete a required 2000-hour residency that will provide the residents training and experience in family and youth counseling payable at \$16.25 per hour for the period September 2, 2014 through September 1, 2015:

- 1) Ché Hurt in the amount of \$32,500;
- 2) Malissa Tigges in the amount of \$32,500.

**Summary:** The Youth Affairs Division is an authorized counselor training facility for many state colleges and universities offering degrees in psychology, social work, etc. In order to meet state licensing requirements, 2,000 hours of supervised services is required. The Division is offering its program as a location to obtain this training. The cost savings involved with this internship program is financially beneficial to the County. Each intern, at a minimum, is assigned and completes the workload equivalent to a Licensed Family Therapist. The hourly rate of a Licensed Family Therapist is \$22.44 versus the hourly resident rate of \$16.25. This provides the County with an approximate 38% savings per resident. R2011-1963 Authorized the County Administrator or his designee, to execute future post-doctoral psychology resident contracts on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations. Countywide (PGE)

**Background and Policy Issues:** The Youth Affairs Division has been a training facility for doctoral and master's degree students for over ten years. Post-doctoral psychology residents provide a variety of services because of their high level of training. The Board has authorized the Division to budget funds for the stipend of two residents. The two residents provide the equivalent of two "FTE's" at a cost of less than one FTE.

**Attachments:**

1. Contract for Professional Services Between Palm Beach County and Post-Doctoral Psychology Resident (Ché Hurt)
2. Contract for Professional Services Between Palm Beach County and Post-Doctoral Psychology Resident (Malissa Tigges)

**Recommended by:**

 7/2/14  
Department Director Date

**Approved by:**

 7/2/14  
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	5,416	59,584			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>\$5,416</u>	<u>\$59,584</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

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 FY15 0001|1501|1501|3401

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

Fund: General Fund  
Unit: Youth Service Bureau

Departmental Fiscal Review: Stephanie Sepinok 7/3/14

III. REVIEW COMMENTS

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

AM 7/8/14  
OFMB  
AK 7/8/14  
7/9/2014  
7-9-14 B. B. B. B.  
Contract Administration

B. Legal Sufficiency:

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 POST-DOCTORAL PSYCHOLOGY RESIDENT**

This Contract is made as of the 2<sup>nd</sup> 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 Ché Hurt, a Post-Doctoral Psychology Resident, hereinafter referred to as the "RESIDENT."

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

**ARTICLE 1 – SERVICES – SCOPE OF WORK**

The RESIDENT'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 RESIDENT'S representative/liaison during the performance of this Contract shall be Ché Hurt. telephone no. 937-545-8402.

**ARTICLE 2 – SCHEDULE – TERM OF WORK**

The RESIDENT shall commence services on September 2, 2014 and complete all services by September 1, 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 RESIDENT**

- A. The total amount to be paid by the COUNTY under this Agreement for all services shall not exceed a total amount of Thirty-Two Thousand Five-Hundred Dollars (\$32,500.00) payable at \$16.25 per hour. The RESIDENT is expected to work 40 hours per week. The RESIDENT will bill the COUNTY on a bi-weekly basis for a total amount not to exceed One-Thousand and Three Hundred Dollars (\$1,300.00).
- B. Invoices received from the RESIDENT 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 RESIDENT will clearly state "final invoice" on the RESIDENT'S final/last billing to the COUNTY. This shall constitute RESIDENT'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 RESIDENT.

#### **ARTICLE 4 - TERMINATION**

This Contract may be terminated by the RESIDENT 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 RESIDENT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the RESIDENT. Unless the RESIDENT is in breach of this Contract, the RESIDENT 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 RESIDENT 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 RESIDENT. RESIDENT 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 RESIDENT. The RESIDENT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the RESIDENT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The RESIDENT 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. RESIDENT 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. RESIDENT 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 RESIDENT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by RESIDENT under the contract.
- B. **Professional Liability** RESIDENT 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 RESIDENT’S most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, RESIDENT 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, RESIDENT shall purchase a SERP with a minimum reporting period not less than 3 years. RESIDENT shall provide this coverage on a primary basis.
- C. **Waiver of Subrogation** RESIDENT 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 RESIDENT 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 RESIDENT enter into such an agreement on a pre-loss basis.
- D. **Certificate(s) of Insurance** Prior to execution of this Contract, RESIDENT 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

- E. **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**

RESIDENT 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 RESIDENT.

#### **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 RESIDENT.

#### **ARTICLE 11 - CONFLICT OF INTEREST**

The RESIDENT 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 RESIDENT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The RESIDENT 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 RESIDENT'S judgment 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 RESIDENT 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 RESIDENT. The COUNTY agrees to notify the RESIDENT of its opinion by certified mail within thirty (30) days of receipt of notification by the RESIDENT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the RESIDENT, the COUNTY shall so state in the notification and the RESIDENT 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 RESIDENT under the terms of this Contract.

#### **ARTICLE 12 - EXCUSABLE DELAYS**

The RESIDENT 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 RESIDENT 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 RESIDENT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the RESIDENT'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 RESIDENT 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 RESIDENT 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 RESIDENT 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 RESIDENT 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 RESIDENT 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 RESIDENT'S sole direction, supervision, and control. The RESIDENT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the RESIDENT'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 RESIDENT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**ARTICLE 16 - ACCESS AND AUDITS**

The RESIDENT 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 RESIDENT'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 RESIDENT, 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 RESIDENT 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 RESIDENT 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 RESIDENT 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 RESIDENT of the COUNTY'S notification of a contemplated change, the RESIDENT 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 RESIDENT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the RESIDENT 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 RESIDENT shall not commence work on any such change until such written amendment is signed by the RESIDENT 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. – 6<sup>TH</sup> Floor  
West Palm Beach, Florida 33401

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

Ché Hurt  
1657 Brandywine Rd #7215  
West Palm Beach, Florida 33409

**ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the RESIDENT 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 RESIDENT is required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the RESIDENT 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.

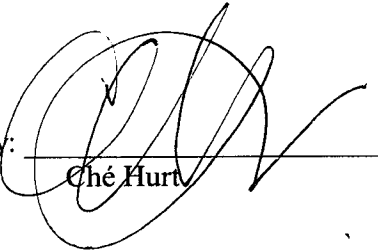
**ARTICLE 25 - REGULATIONS; LICENSING REQUIREMENTS**

The RESIDENT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. RESIDENT 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 RESIDENT has hereunto set its hand the day and year above written.

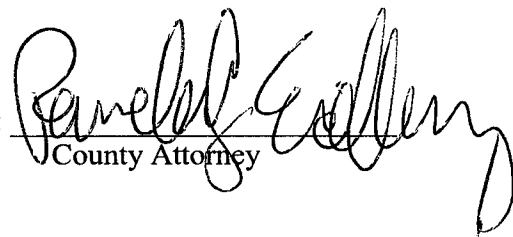
**RESIDENT:**

By:   
Ché Hurt

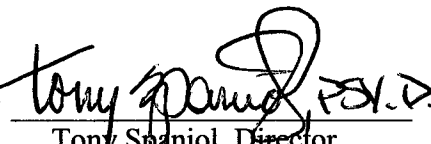
**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

By:   
Vince Bonvento, Director  
Department of Public Safety

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Tony Spaniol, Director  
Division of Youth Affairs

**EXHIBIT "A"**

**SCOPE OF WORK**

The psychology resident is required to complete 2000-hours of clinical work. The residency begins on September 2, 2014 and continues for one year. Florida requirements for a post-doctoral residency are fulfilled by the following: 2000 total hours; an average of two hours of weekly supervision by a licensed psychologist, with at least one hour of weekly face-to-face individual supervision by a licensed psychologist. Psychology residents 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 residents complete their clinical work through community-based and residential settings. Residential services are provided at Highridge Family Center; the psychology resident will provide psychological evaluations on clients referred for testing by Highridge staff. Community based services are provided at the Education Center and Youth Service Bureau offices. At these settings, the psychology resident will be responsible for providing short-term family therapy, intake assessments, provisional diagnosis, treatment planning and implementation, and case management. Residents may facilitate parent education/support groups and conduct outreach activities, including presentations to staff, schools, and community agencies. The residency also requires written psychosocial evaluations, formal treatment plans, and closing summaries.

Psychology residents are also expected to complete a minimum of five full battery psychological evaluations over the course of the 12-month placement. 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. Residents 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 residents may make psychological evaluation referrals for their own family therapy clients, which another evaluator will conduct.

Residents 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, residents will present treatment and testing cases, participate in journal review discussions, become part of the family therapy treatment team, and provide a minimum of two professional presentations.

Residents must receive a minimum of two hours of weekly supervision, one hour of which must be in an individual format. This is routinely supplemented by brief and spontaneous discussions between supervisors and residents. In addition to practical experiences and individual supervision, the resident will participate in weekly group supervision. Residents may also serve as clinical supervisor to psychology practicum students.

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY  
AND POST-DOCTORAL PSYCHOLOGY RESIDENT**

This Contract is made as of the 2<sup>nd</sup> 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 Malissa Tigges, a Post-Doctoral Psychology Resident, hereinafter referred to as the "RESIDENT."

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

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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.

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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.

- A. RESIDENT 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. RESIDENT 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 RESIDENT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by RESIDENT under the contract.
- B. **Professional Liability** RESIDENT 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 RESIDENT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, RESIDENT 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, RESIDENT shall purchase a SERP with a minimum reporting period not less than 3 years. RESIDENT shall provide this coverage on a primary basis.
- C. **Waiver of Subrogation** RESIDENT 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 RESIDENT 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 RESIDENT enter into such an agreement on a pre-loss basis.
- D. **Certificate(s) of Insurance** Prior to execution of this Contract, RESIDENT 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



- E. **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**

RESIDENT 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 RESIDENT.

#### **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 RESIDENT.

#### **ARTICLE 11 - CONFLICT OF INTEREST**

The RESIDENT 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 RESIDENT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The RESIDENT 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 RESIDENT'S judgment 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 RESIDENT 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 RESIDENT. The COUNTY agrees to notify the RESIDENT of its opinion by certified mail within thirty (30) days of receipt of notification by the RESIDENT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the RESIDENT, the COUNTY shall so state in the notification and the RESIDENT 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 RESIDENT under the terms of this Contract.

#### **ARTICLE 12 - EXCUSABLE DELAYS**

The RESIDENT 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 RESIDENT 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 RESIDENT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the RESIDENT'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 RESIDENT 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 RESIDENT 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 RESIDENT 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 RESIDENT 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 RESIDENT 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 RESIDENT'S sole direction, supervision, and control. The RESIDENT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the RESIDENT'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 RESIDENT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**ARTICLE 16 - ACCESS AND AUDITS**

The RESIDENT 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 RESIDENT'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 RESIDENT, 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 RESIDENT 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 RESIDENT 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 RESIDENT 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 RESIDENT of the COUNTY'S notification of a contemplated change, the RESIDENT 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 RESIDENT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the RESIDENT 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 RESIDENT shall not commence work on any such change until such written amendment is signed by the RESIDENT 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. – 6<sup>TH</sup> Floor  
West Palm Beach, Florida 33401

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

Ché Hurt  
1657 Brandywine Rd #7215  
West Palm Beach, Florida 33409

**ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the RESIDENT 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 RESIDENT is required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the RESIDENT 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 RESIDENT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. RESIDENT 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 RESIDENT has hereunto set its hand the day and year above written.

**RESIDENT:**

By: M. Tigges  
Malissa Tigges

**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: Randy E. Eddy  
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 resident is required to complete 2000-hours of clinical work. The residency begins on September 2, 2014 and continues for one year. Florida requirements for a post-doctoral residency are fulfilled by the following: 2000 total hours; an average of two hours of weekly supervision by a licensed psychologist, with at least one hour of weekly face-to-face individual supervision by a licensed psychologist. Psychology residents 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 residents complete their clinical work through community-based and residential settings. Residential services are provided at Highridge Family Center; the psychology resident will provide psychological evaluations on clients referred for testing by Highridge staff. Community based services are provided at the Education Center and Youth Service Bureau offices. At these settings, the psychology resident will be responsible for providing short-term family therapy, intake assessments, provisional diagnosis, treatment planning and implementation, and case management. Residents may facilitate parent education/support groups and conduct outreach activities, including presentations to staff, schools, and community agencies. The residency also requires written psychosocial evaluations, formal treatment plans, and closing summaries.

Psychology residents are also expected to complete a minimum of five full battery psychological evaluations over the course of the 12-month placement. 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. Residents 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 residents may make psychological evaluation referrals for their own family therapy clients, which another evaluator will conduct.

Residents 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, residents will present treatment and testing cases, participate in journal review discussions, become part of the family therapy treatment team, and provide a minimum of two professional presentations.

Residents must receive a minimum of two hours of weekly supervision, one hour of which must be in an individual format. This is routinely supplemented by brief and spontaneous discussions between supervisors and residents. In addition to practical experiences and individual supervision, the resident will participate in weekly group supervision. Residents may also serve as clinical supervisor to psychology practicum students.