



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	\$5,520.00	\$41,146.66			
External Revenue					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$5,520.00</b>	<b>\$41,146.66</b>			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?    Yes      X      No    \_\_\_\_\_

Budget Account    Exp No:  
Fund      0001      Dept      150      Unit      8210      Obj      3401    
Exp No:  
Fund      0001      Dept      152      Unit      3000      Obj      3401  

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

The fiscal impact associated with the hourly rates shall be funded by existing ad valorem in the general fund through the Education & Training Unit (8210). The health insurance stipend paid to each intern shall be funded by the grant award, as follows:

	2016	2017	Total
Total Unit 8210	\$ 5,520	\$ 40,480	\$ 46,000
Total Unit 3000	\$ -	\$ 666.66	\$ 666.66
<b>Total</b>	<b>\$ 5,520</b>	<b>\$ 41,146.66</b>	<b>\$ 46,666.66</b>

Departmental Fiscal Review:   *Unchenee Doria*    
*7/14*

**III. REVIEW COMMENTS**

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

  *[Signature]*      *7/20/16*  
OFMB *2x* 7/19    *AK 7/20/16*

  *[Signature]*      *7/27/16*  
Contract Development & Control  
*7/26/16*

**B. Legal Sufficiency:**  
  *[Signature]*    
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**

This Contract is made as of the 21<sup>st</sup> day of June, 2016, 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 Patricia Russo, a Doctoral Psychology Intern and doctoral candidate at Carlos Albizu University, hereinafter referred to as the INTERN.

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

**ARTICLE 1 - SERVICES**

The INTERN'S responsibility under this Contract is to provide professional services in the area of clinical psychology, in the County's Youth Services Department, Residential Treatment and Family Counseling Division, 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 and Training (telephone no. 561-233-4460).

The INTERN'S representative/liaison during the performance of this Contract shall be Patricia Russo (telephone no. 813-843-6114).

**ARTICLE 2 - SCHEDULE**

The INTERN shall commence services on August 8, 2016 and complete all services by August 4, 2017.

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 Contract for all services and, if applicable, "out of pocket" expenses (specified in paragraph 2 below) shall not exceed a total contract amount of Twenty-Three Thousand Three Hundred Thirty-three and 33/100 Dollars (\$23,333.33). The INTERN will bill the COUNTY at the amounts set forth in this paragraph for services rendered toward the completion of the Scope of Work.
1. Twenty-Three Thousand Dollars (\$23,000) 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); and
  2. Three Hundred Thirty-Three and 33/100 Dollars (\$333.33). The INTERN will bill the COUNTY a one-time fee on or before the final invoice, and only after the INTERN has completed six (6) months of employment. Payment of this health insurance expense is contingent upon the availability of grant funding awarded to the COUNTY by the American Psychological Association which included intern support/health insurance stipend as an eligible expense. The Board approved the Grant award on December 15, 2015 (R2015-1851) (**Exhibit B**).

- 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. 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**

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

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 this Contract.

- A. **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.
- B. **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 preloss 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
- C. **Certificates of Insurance**: Prior to execution of this Contract, INTERN shall provide initial evidence to the COUNTY'S representative, at the address below, a signed 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.

Palm Beach County Youth Services Department  
Tammy K. Fields, Director  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

During the term of this Contract, and prior to each subsequent renewal thereof, the INTERN shall provide evidence to ITS at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for non-payment of premium) or non-renewal of coverage.

Certificates shall include a project description, and shall include the following as the Certificate Holder:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

- D. **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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 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 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 or its subcontractors 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 it has no employees who will be providing services under this Contract.

### **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:

Palm Beach County Youth Services Department  
Attn: Tammy K. Fields, Director  
50 S. Military Trail, Suite 203  
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

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

Patricia Russo  
7108 Glenmoor Drive  
West Palm Beach, Florida 33409

## **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 21- Modifications of Work.

## **ARTICLE 24 - CRIMINAL HISTORY RECORDS CHECK**

If INTERN'S employees or subcontractors are 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). The INTERN acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the INTERN shall be solely responsible for the financial, schedule, and staffing implications 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.

## **ARTICLE 26 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the INTERN: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the INTERN shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The INTERN is specifically required to:

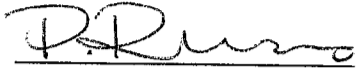
- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The INTERN further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the INTERN does not transfer the records to the public agency.
- D. Upon completion of the Contract the INTERN shall transfer, at no cost to the County, all public records in possession of the INTERN unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the INTERN transfers all public records to the County upon completion of the Contract, the INTERN shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the INTERN keeps and maintains public records upon completion of the Contract, the INTERN shall meet all applicable requirements for retaining public records. All records stored electronically by the INTERN must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the INTERN to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. INTERN acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

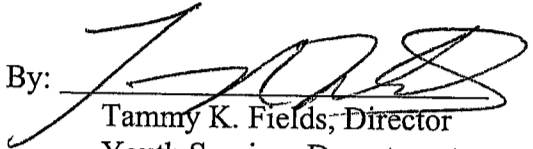
**IF THE INTERN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INTERN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

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

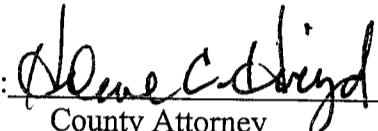
INTERN:

  
Patricia Russo

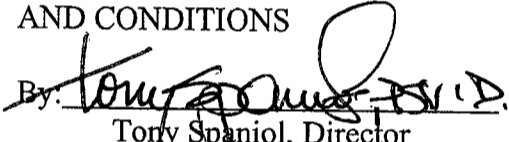
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By:   
Tammy K. Fields, Director  
Youth Services Department

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Tony Spaniol, Director  
Residential Treatment and Family  
Counseling Division

## EXHIBIT A SCOPE OF WORK

The psychology intern is required to complete a 2000-hour internship by their college or university. The internship begins on August 8, 2016 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 integrate theoretical, clinical, and professional issues in psychology into the service delivery model at the rotation sites within the Palm Beach County, Youth Services Department, Residential Treatment and Family Counseling Division (Division.)

Psychology interns complete two six-month rotations: community-based and residential. Community based services are provided at the Education and Training Center office. The psychology intern will be responsible for providing short-term family therapy, intake assessments, provisional diagnosis, treatment planning and implementation, treatment outcome measures, 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, completion of outcome measures, 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.

EXHIBIT B

ATTACHMENT 1



AMERICAN  
PSYCHOLOGICAL  
ASSOCIATION

October 1, 2015

Education Directorate

Shayna Ginsburg PsyD  
Chief of Clinical Services: Education & Training  
Youth Services Department  
Palm Beach County  
100 Australian Avenue, Suite 210  
West Palm Beach, FL 33406

R2015-1851

DEC 15 2015

Dear Dr. Ginsburg:

The APA Board of Educational Affairs (BEA) is pleased to inform you that the Youth Services Department, Palm Beach County has been awarded \$14,900 for seed funding to pursue APA-accreditation for your internship program. The dual purpose of this grant program are to expand the number of accredited internship positions and to promote quality training for psychologists. An evaluation of your organization's efforts and demonstrated commitment to quality training of psychologists made it a logical choice for funding.

This grant award period will run from October 1, 2015 to April 30, 2018. This grant is awarded pursuant to the grant criteria based on the application submitted by your organization. Grant funds are for the sole purpose of assisting with expenditures required in meeting the criteria for APA accreditation. Such expenditures include APA-accreditation application and site visit fees, program consultation expenses, administrative, supervisor and intern support, and other specifically identified direct costs to be incurred in seeking accreditation. Receipt of this grant does not guarantee or otherwise ensure a positive accreditation decision.

This grant is contingent upon your compliance with the grant reporting requirements outlined here:

1. Provide an annual report on progress with seeking APA accreditation including:
  - a) Status of self-study (date submitted or plan to submit)
  - b) Accreditation status
  - c) Number of internship positions
2. Use grant funds only as specified in the approved grant application.
3. Meet terms and conditions specified in the addendum to this letter.

APA has many resources to assist programs seeking accreditation and we encourage you to use the enclosed list of resources as you implement your grant. We also encourage you to visit the APA Commission on Accreditation's (CoA) web site for information on the APA Accreditation Process. The CoA holds self-study workshops several times a year in conjunction with training conferences, meetings, and other events. For dates on self-study workshops please use this link <http://www.apa.org/ed/accreditation/visits/visitors/workshops.aspx>. Self-study workshops are free and open to anyone interested in learning more about the standards and criteria to become APA-accredited and how to apply them in being responsive to the self-study instructions.

Once again, congratulations on your grant award. We are excited to support your efforts to provide quality training for future psychologists. Please contact Jackie Tyson at [jtyson@apa.org](mailto:jtyson@apa.org) or 202-336-5966 if you have any questions.

Sincerely,

Jackie Tyson  
Associate Executive Director, Administration and Governance

750 First Street, N.E.  
Washington, DC 20002-4242  
(202) 336-5970  
(202) 336-6123 TDD  
(202) 336-5991 (Continuing Ed)  
(202) 336-5979 (Accreditation)

Email: [education@apa.org](mailto:education@apa.org)  
Web: [www.apa.org](http://www.apa.org)



Addendum to Grant Award Letter

R2015-1851

Internship Program Name: Youth Services Department, Palm Beach County

Grant identification number: 186363

Please refer to this number in all communications regarding this grant.

Grant award period:

This grant award period will run from October 1, 2015 to April 30, 2018.

Payment schedule

A check for \$14,900 which represents the full amount of the grant will be mailed to you. The grant funds must be used within 30 months following receipt of the grant. If funds remain at the end of the grant period, you must request an extension in writing before the end of the grant period. If an extension is not requested or granted, all unused funds must be returned to APA upon expiration of the grant.

Reporting schedule

Annual reports must be provided by October 30<sup>th</sup> of each year for the previous year and within 30 days after the completion of the grant period as scheduled below. Prior to each report due date, you will receive an electronic form to use when submitting your report.

Beginning date	End date	Reports due
October 1, 2015	April 30, 2018	October 30, 2016
		October 30, 2017
		May 30, 2018

Acknowledgement of grant

You agree to acknowledge the support of the APA Board of Educational Affairs in any publicity materials regarding receipt of this grant.

Other conditions

1. Provide written acknowledgement of receipt of payment of grant funds
2. Maintain your records to show and account for grant funds
3. Allow APA access to verify grant expenditures and activities
4. Refrain from using funds for any purpose prohibited by law
5. Cooperate with efforts of APA to publicize the grant award
6. Comply with request for information about your internship program activities

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

*Debra Colvard*  
County Attorney

I hereby certify that the Youth Services Department, Palm Beach County accepts the terms and conditions outlined in this award letter.

*Mary Lou Berger*

By Mary Lou Berger, Mayor Sharon R. Bock, Clerk & Comptroller  
Palm Beach County  
FLORIDA

DEC 15 2015

Date

By *Sharon R. Bock*  
Deputy Clerk

## CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made as of the 24<sup>th</sup> day of June, 2016, 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 Samantha Brustad, a Doctoral Psychology Intern and doctoral candidate at Argosy University's Florida School of Professional Psychology, hereinafter referred to as the INTERN.

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

### ARTICLE 1 - SERVICES

The INTERN'S responsibility under this Contract is to provide professional services in the area of clinical psychology, in the County's Youth Services Department, Residential Treatment and Family Counseling Division, 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 and Training (telephone no. 561-233-4460).

The INTERN'S representative/liaison during the performance of this Contract shall be Samantha Brustad (telephone no. 941-320-4884).

### ARTICLE 2 - SCHEDULE

The INTERN shall commence services on August 8, 2016 and complete all services by August 4, 2017.

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 Contract for all services and, if applicable, "out of pocket" expenses (specified in paragraph 2 below) shall not exceed a total contract amount of Twenty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$23,333.33). The INTERN will bill the COUNTY at the amounts set forth in this paragraph for services rendered toward the completion of the Scope of Work.

1. Twenty-Three Thousand Dollars (\$23,000) 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); and
2. Three Hundred Thirty-Three and 33/100 Dollars (\$333.33). The INTERN will bill the COUNTY a one-time fee on or before the final invoice, and only after the INTERN has completed six (6) months of employment. Payment of this health insurance expense is contingent upon the availability of grant funding awarded to the COUNTY by the American Psychological Association which included intern support/health insurance stipend as an eligible expense. The Board approved the Grant award on December 15, 2015 (R2015-1851) (**Exhibit B**).



- 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 this 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. 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**

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

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 this Contract.

- A. **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.
- B. **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 preloss 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
- C. **Certificates of Insurance**: Prior to execution of this Contract, INTERN shall provide initial evidence to the COUNTY'S representative, at the address below, a signed 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.

Palm Beach County Youth Services Department  
Tammy K. Fields, Director  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

During the term of this Contract, and prior to each subsequent renewal thereof, the INTERN shall provide evidence to ITS at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for non-payment of premium) or non-renewal of coverage.

Certificates shall include a project description, and shall include the following as the Certificate Holder:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

- D. **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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 service.

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 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 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 or its subcontractors 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 it has no employees who will be providing services under this Contract.

**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:

Palm Beach County Youth Services Department  
Attn: Tammy K. Fields, Director  
50 S. Military Trail, Suite 203  
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

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

Samantha Brustad  
3104 W. San Juan Street  
Tampa, Florida 33629

**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 21- Modifications of Work.

**ARTICLE 24 - CRIMINAL HISTORY RECORDS CHECK**

If INTERN'S employees or subcontractors are 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). The INTERN acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the INTERN shall be solely responsible for the financial, schedule, and staffing implications 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.

## **ARTICLE 26 - PUBL C RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the INTERN: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the INTERN shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The INTERN is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The INTERN further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the INTERN does not transfer the records to the public agency.
- D. Upon completion of the Contract the INTERN shall transfer, at no cost to the County, all public records in possession of the INTERN unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the INTERN transfers all public records to the County upon completion of the Contract, the INTERN shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the INTERN keeps and maintains public records upon completion of the Contract, the INTERN shall meet all applicable requirements for retaining public records. All records stored electronically by the INTERN must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the INTERN to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. INTERN acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE INTERN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INTERN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

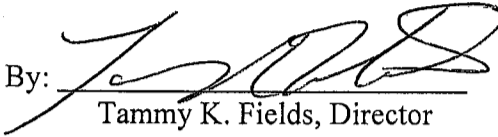


IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and INTERN has hereunto set its hand the day and year above written.

INTERN:

  
Samantha Brustad

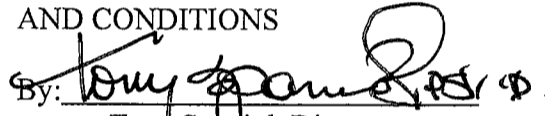
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By:   
Tammy K. Fields, Director  
Youth Services Department

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Tony Spadoli, Director  
Residential Treatment and Family  
Counseling Division

## EXHIBIT A SCOPE OF WORK

The psychology intern is required to complete a 2000-hour internship by their college or university. The internship begins on August 8, 2016 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 integrate theoretical, clinical, and professional issues in psychology into the service delivery model at the rotation sites within the Palm Beach County, Youth Services Department, Residential Treatment and Family Counseling Division (Division.)

Psychology interns complete two six-month rotations: community-based and residential. Community based services are provided at the Education and Training Center office. The psychology intern will be responsible for providing short-term family therapy, intake assessments, provisional diagnosis, treatment planning and implementation, treatment outcome measures, 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, completion of outcome measures, 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.

EXHIBIT B

ATTACHMENT 1



AMERICAN  
PSYCHOLOGICAL  
ASSOCIATION

October 1, 2015

Education Directorate

Shayna Ginsburg, PsyD  
Chief of Clinical Services: Education & Training  
Youth Services Department  
Palm Beach County  
100 Australia Avenue, Suite 210  
West Palm Beach, FL 33406

R 2015-1851

DEC 15 2015

Dear Dr. Ginsburg:

The APA Board of Educational Affairs (BEA) is pleased to inform you that the Youth Services Department, Palm Beach County has been awarded \$14,900 for seed funding to pursue APA-accreditation for your internship program. The dual purposes of this grant program are to expand the number of accredited internship positions and to promote quality training for psychologists. An evaluation of your organization's efforts and demonstrated commitment to quality training of psychologists made it a logical choice for funding.

This grant award period will run from October 1, 2015 to April 30, 2018. This grant is awarded pursuant to the grant criteria based on the application submitted by your organization. Grant funds are for the sole purpose of assisting with expenditures required in meeting the criteria for APA accreditation. Such expenditures include APA-accreditation application and site visit fees, program consultation expenses, administrative, supervisor and intern support, and other specifically identified direct costs to be incurred in seeking accreditation. Receipt of this grant does not guarantee or otherwise ensure a positive accreditation decision.

This grant is contingent upon your compliance with the grant reporting requirements outlined here:

- 1 Provide an annual report on progress with seeking APA accreditation including:
  - a) Status of self-study (date submitted or plan to submit)
  - b) Accreditation status
  - c) Number of internship positions
- 2 Use grant funds only as specified in the approved grant application.
- 3 Meet terms and conditions specified in the addendum to this letter.

APA has many resources to assist programs seeking accreditation and we encourage you to use the enclosed list of resources as you implement your grant. We also encourage you to visit the APA Commission on Accreditation's (CoA) web site for information on the APA Accreditation Process. The CoA holds self-study workshops several times a year in conjunction with training conferences, meetings, and other events. For dates on self-study workshops please see the [APA Accreditation Self-Study Workshops](#) page. Self-study workshops are free and open to anyone interested in learning more about the standards and criteria to become APA-accredited and how to apply them in being responsive to the self-study instructions.

Once again, congratulations on your grant award. We are excited to support your efforts to provide quality training for future psychologists. Please contact Jackie Tyson at [jtyson@apa.org](mailto:jtyson@apa.org) or 202-336-5966 if you have any questions.

Sincerely,

Jackie Tyson  
Associate Executive Director, Administration and Governance

750 First Street, NE  
Washington, DC 20002-4242  
(202) 336-5900  
(202) 336-6113 TDD  
(202) 336-5911 (Continuing Ed)  
(202) 336-5919 (Accreditation)

Email: [education@apa.org](mailto:education@apa.org)  
Web: [www.apa.org](http://www.apa.org)



Addendum to Grant Award Letter

R2015-1851

Internship Program Name: Youth Services Department, Palm Beach County

Grant identification number: 186363

Please refer to this number in all communications regarding this grant.

Grant award period

This grant award period will run from October 1, 2015 to April 30, 2018.

Payment schedule

A check for \$14,900 which represents the full amount of the grant will be mailed to you. The grant funds must be used within 30 months following receipt of the grant. If funds remain at the end of the grant period, you must request an extension in writing before the end of the grant period. If an extension is not requested or granted, all unused funds must be returned to APA upon expiration of the grant.

Reporting schedule

Annual reports must be provided by October 30<sup>th</sup> of each year for the previous year and within 30 days after the completion of the grant period as scheduled below. Prior to each report due date, you will receive an electronic form to use when submitting your report.

Beginning date	End date	Reports due
October 1, 2015	April 30, 2018	October 30, 2016
		October 30, 2017
		May 30, 2018

Acknowledgement of grant

You agree to acknowledge the support of the APA Board of Educational Affairs in any publicity materials regarding receipt of this grant.

Other conditions

1. Provide written acknowledgement of receipt of payment of grant funds
2. Maintain your records to show and account for grant funds
3. Allow APA access to verify grant expenditures and activities
4. Refrain from using funds for any purpose prohibited by law
5. Cooperate with efforts of APA to publicize the grant award
6. Comply with request for information about your internship program activities

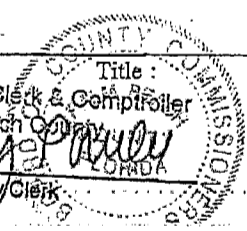
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

*Arlene Colvard*  
County Attorney

I hereby certify that the Youth Services Department, Palm Beach County accepts the terms and conditions outlined in this award letter.

*Mary Lou Berger*  
By Mary Lou Berger, Mayor

By *Sharon R. Bock*  
Sharon R. Bock, Clerk & Comptroller  
Palm Beach County, Florida  
Deputy Clerk



DEC 15 2015

Date