





## 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 Vanessa Pereda, a Postdoctoral Psychology Resident, hereinafter referred to as "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 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 RESIDENT'S representative/liaison during the performance of this Contract shall be Vanessa Pereda (telephone no. 305-281-8454).

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

The RESIDENT shall commence services on August 22, 2016, and complete all services by August 18, 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 RESIDENT**

- A. The total amount to be paid by the COUNTY under this Contract 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. 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

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 this Contract.

- A. **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.
- B. **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 preloss 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
- C. **Certificates of Insurance:** Prior to execution of this Contract, RESIDENT 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 RESIDENT shall provide evidence to ITS at [pbc@instracking.com](mailto:pbc@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**

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

## **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 RESIDENTS 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:

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. - 6<sup>TH</sup> Floor  
West Palm Beach, Florida 33401

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

Vanessa Pereda  
1190 Coral Club Drive  
Coral Springs, FL 33071

**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 21- 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). The RESIDENT 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 said criminal history record checks, the RESIDENT 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 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.

## **ARTICLE 26 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the RESIDENT: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the RESIDENT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The RESIDENT 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 RESIDENT 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 RESIDENT does not transfer the records to the public agency.
- D. Upon completion of the Contract the RESIDENT shall transfer, at no cost to the County, all public records in possession of the RESIDENT unless notified by County's representative/liason, 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 RESIDENT transfers all public records to the County upon completion of the Contract, the RESIDENT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the RESIDENT keeps and maintains public records upon completion of the Contract, the RESIDENT shall meet all applicable requirements for retaining public records. All records stored electronically by the RESIDENT 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 RESIDENT 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. RESIDENT 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.

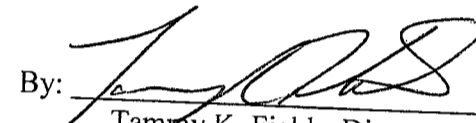
**IF THE RESIDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESIDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE,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

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.

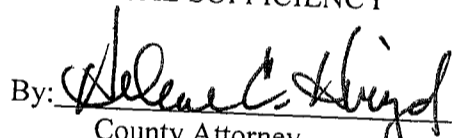
**RESIDENT:**

  
Vanessa Pereda

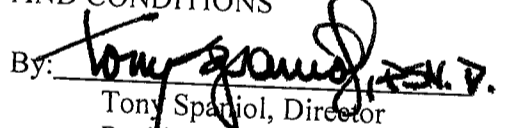
**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

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 postdoctoral resident is required to complete 2000-hours of clinical work in order to obtain licensure. The residency begins on August 22, 2016 and continues for one year. Florida requirements for a postdoctoral residency are fulfilled by the following: 2000 total hours; 900 hours of direct service and 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. Postdoctoral residents 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.

Postdoctoral residents may complete their clinical work through residential and/or community-based settings. Residential services are provided at Highridge Family Center. The postdoctoral resident will be responsible for providing family, group, and individual therapy to residents of Highridge. Additionally, the postdoctoral resident 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. Outpatient clinical services may also be provided. Treatment outcome measures will be completed for all family therapy cases.

Postdoctoral residents at Highridge are expected to complete a minimum of 4 full battery psychological evaluations over the course of the 12-month placement. 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.

Postdoctoral 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 and postdoc forums meetings, become part of the family therapy treatment team, and provide a minimum of 3 professional presentations, including presentations to staff, schools, and community agencies.

Postdoctoral residents must receive a minimum of 2 hours of weekly supervision, 1 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 student(s).

**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 Craig Kramer, a Postdoctoral Psychology Resident, hereinafter referred to as "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 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 RESIDENT'S representative/liaison during the performance of this Contract shall be Craig Kramer (telephone no. 347-860-1481).

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

The RESIDENT shall commence services on September 6, 2016, and complete all services by September 1, 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 RESIDENT**

- A. The total amount to be paid by the COUNTY under this Contract 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).
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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.

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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 this Contract.

- A. **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.
- B. **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 preloss 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
- C. **Certificates of Insurance**: Prior to execution of this Contract, RESIDENT 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 RESIDENT 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**

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

#### **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. 287.32-133, by entering into this contract or performing any work in furtherance hereof, the RESIDENT certifies that it, its affiliates, suppliers, subcontractors and RESIDENTS 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 - NOTICES**

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. - 6<sup>TH</sup> Floor  
West Palm Beach Florida 33401

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

Craig Kramer  
80-37 259<sup>th</sup> Street  
Floral Park, NY 11004

**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 21- 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). The RESIDENT 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 said criminal history record checks, the RESIDENT 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 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.

## **ARTICLE 26 - PUBLIC RECORDS**

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

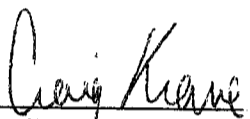
- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The RESIDENT 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 RESIDENT does not transfer the records to the public agency.
- D. Upon completion of the Contract the RESIDENT shall transfer, at no cost to the County, all public records in possession of the RESIDENT 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 RESIDENT transfers all public records to the County upon completion of the Contract, the RESIDENT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the RESIDENT keeps and maintains public records upon completion of the Contract, the RESIDENT shall meet all applicable requirements for retaining public records. All records stored electronically by the RESIDENT 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 RESIDENT 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. RESIDENT 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.

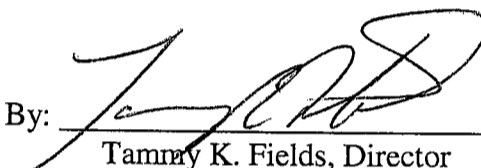
**IF THE RESIDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESIDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, 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, 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.

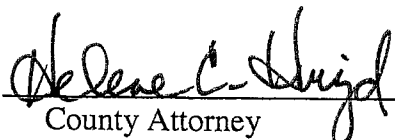
**RESIDENT:**

  
\_\_\_\_\_  
Craig Kramer

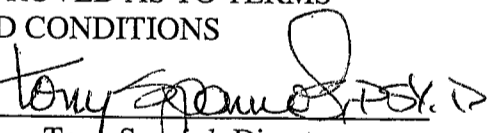
**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

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 Spagnol, Director  
Residential Treatment and Family  
Counseling Division

## **EXHIBIT A SCOPE OF WORK**

The psychology postdoctoral resident is required to complete 2000-hours of clinical work in order to obtain licensure. The residency begins on September 6, 2016 and continues for one year. Florida requirements for a postdoctoral residency are fulfilled by the following: 2000 total hours; 900 hours of direct service and 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. Postdoctoral residents 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.

Postdoctoral residents complete their clinical work through community-based and residential settings. Residential services are provided at Highridge Family Center; the postdoctoral resident will provide psychological evaluation on clients referred for testing by Highridge staff. Community based services are provided at the Education and Training Center and Youth and Family Counseling offices. At these settings, the postdoctoral resident will be responsible for providing short-term family therapy, intake assessments, provisional diagnosis, treatment planning and implementation, consultation, and case management. Treatment outcome measures will also be completed for family therapy cases. 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 reports, formal treatment plans, and closing summaries.

Postdoctoral residents are also expected to complete a minimum of 8 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.

Postdoctoral 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 3 professional presentations.

Postdoctoral 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 student(s).