Agenda Item No.: 3BB-1

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

Meeting Date:	February 4, 2020	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing
Department Submitted By: Submitted For:	Youth Services Depa Residential Treatme	artment nt and Family Couns	eling Division

# I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve a Contract for Professional Services with Henry L. Smith, a Registered Clinical Social Worker Intern (Registered Intern) to complete an internship that will provide training and experience in family and youth counseling, in the amount of \$5,000, for the period February 4, 2020, through September 30, 2020;
- B) approve the proposed contract as the standard contract template for State licensed registered interns with individuals seeking training and experience in family and youth counseling to obtain State licensure in the disciplines of: Clinical Social Work, Mental Health Counseling, and/or Marriage and Family Therapist; and
- **C) authorize** the County Administrator, or designee, to execute any future agreements/minor amendments with Registered Intern on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

**Summary:** The Youth Services Department's Residential Treatment and Family Counseling Division (Division) is an authorized training facility for many state colleges and universities. The Division has qualified supervisors approved by the Florida Department of Health and is authorized to provide clinical supervision for registered interns in order to meet degree and licensure requirements. The Division is offering its program as a location to obtain this training. The Registered Intern, at a minimum, is assigned and completes the workload equivalent to a Licensed Therapist. The hourly rate of a Licensed Therapist is \$26.01 versus the hourly registered intern rate of \$12.00. Sufficient funding is included in the current budget to meet County obligations. Countywide (HH)

Background and Justification: The County has provided a training facility for doctoral and master's degree students (Interns/Fellows) for nearly 20 years (Psychological Services, Chapter 490, Florida Statutes), and will now include Registered Interns under Chapter 491, Florida Statutes (Clinical, Counseling and Psychotherapy Services,). Doctoral Psychology Interns, Postdoctoral Psychology Fellows, and Registered Interns provide a variety of services because of their high level of training. The Division's training program provides additional opportunities to expand the number of youth and their families that can be served.

#### Attachment:

1.	Contract for	Professional	Services w	vith I	Henry	L.	Smith
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Recommended by:_	To A The	46 12020		
	Department Director	Date		
	,			
Approved by:	Donne M. Mill	//3 /30 20 Date		
	Assistant County Administrator	Date		

#### FISCAL IMPACT ANALYSIS II.

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures			1.00		
Operating Costs	\$5,000				
External Revenue					
Program Income (County)				***************************************	
In-Kind Match (County)				***	
NET FISCAL IMPACT	\$5,000				
No. ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Buc	lget?	Yes	χ No		
Does this item include the use of federal funds?		ds? Yes	No	X	

	External Revenue								
	Program Income (Coul	nty)							
	In-Kind Match (County	)	·						
	NET FISCAL IMPACT		\$5,000						
	No. ADDITIONAL FTE POSITIONS (Cumulati	1							
	ls Item Included in Curren	t Bud	get?	Υ	es	χ No			
	Does this item include the	use c	of federal fu	nds? Y	es	No	X		
	Fu	p No nd v No	_0001	_ Dept	150	_ Unit	8230	Obj	3103
		nd	-	_ Dept		_ Unit		Obj	
	The fiscal impact associa funds in the General Fundamental Fiscal Rev	view:	There is s  Muc	ufficient	funding				
Λ			REVIEW			aonto:			
м.	OFMB Fiscal and/or Cor		1/20	Contract	- 1	Jai	olevi & Cohir	rol	3020
B.	Legal Sufficiency:  Local Sufficiency:  Assistant County Attorn	ley			·/ '~/	<i>u- Liv</i>	, —	·	
C.	Other Department Revie	w:							

**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	day of	, 20_	, by and	l between Palr	n Beach
County, a Political Subdivision of	of the State of Flor	ida, by and thro	ough its Boar	rd of Commis	ssioners,
hereinafter referred to as the "Co	OUNTY", and Her	ry L. Smith, a	Registered S	Social Worker	Intern,
hereinafter referred to as "REGIS"					·

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

# **ARTICLE 1 - SERVICES**

The REGISTERED INTERN'S responsibility under this Contract is to provide professional services in the area of clinical social work/mental health counseling, 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 Tanya L. Tibby, LCSW, Chief Community Based Clinical Services, Youth and Family Counseling (telephone no. 561-242-5714).

The REGISTERED INTERN'S representative/liaison during the performance of this Contract shall be Henry L. Smith (telephone no. 561-601-3285).

# **ARTICLE 2 - SCHEDULE**

The REGISTERED INTERN shall commence services on February 4, 2020, and complete all services by September 30, 2020.

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

# ARTICLE 3 - PAYMENTS TO REGISTERED INTERN

- A. The total amount to be paid by the COUNTY under this Contract for all services shall not exceed a total contract amount of Five Thousand Dollars (\$5,000) payable at \$12.00 per hour. The REGISTERED INTERN will bill the COUNTY on or before the 10<sup>th</sup> day following the month of services, along with approved timesheet services, rendered toward the completion of the Scope of Work.
- B. Invoices received from the REGISTERED 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. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the REGISTERED INTERN will clearly state "<u>final invoice</u>" on the REGISTERED INTERN'S final/last billing to the

- COUNTY. This shall constitute REGISTERED 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 REGISTERED INTERN.
- D. In order to do business with Palm Beach County, the REGISTERED INTERN is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <a href="https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService">https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService</a>. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT is registered in VSS.

# **ARTICLE 4 - TERMINATION**

This Contract may be terminated by the REGISTERED INTERN upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the REGISTERED INTERN. It may also be terminated, in whole or in part, by the COUNTY, with cause, upon five (5) business days' written notice to the REGISTERED INTERN or without cause upon ten (10) business days' written notice to the REGISTERED INTERN. Unless the REGISTERED INTERN is in breach of this Contract, the REGISTERED INTERN shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the REGISTERED 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.
- 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 REGISTERED INTERN. The REGISTERED 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 REGISTERED INTERN. The REGISTERED 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 REGISTERED INTERN authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The REGISTERED 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**

The REGISTERED INTERN shall, at its sole expense maintain in full force and effect at all times during the dates of service as set forth in Article 2, Schedule, of this Contract, at least the insurance coverage and minimum limits (including endorsements), as described herein. The REGISTERED INTERN shall agree to provide the COUNTY with at least ten (10) days' prior notice of any cancellation, non-renewal or material change to the insurance coverage. Failure to maintain the required insurance shall be a basis for termination of this Contract. The requirements contained herein, as well as the COUNTY'S review or acceptance of insurance maintained by the REGISTERED INTERN are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the REGISTERED INTERN under this Contract. Where applicable, coverage shall apply on a primary basis.

- A. Professional Liability The REGISTERED 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, the COUNTY reserves the right, but not the obligation, to review and request a copy of the REGISTERED INTERN'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the REGISTERED 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 term of this Contract, the REGISTERED INTERN shall purchase a SERP with a minimum reporting period not less than three (3) years.
- B. Waiver of Subrogation The REGISTERED INTERN hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then the REGISTERED 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 the REGISTERED INTERN enter into such an agreement on a pre-loss basis.
- C. <u>Certificates of Insurance</u> No later than a week prior to the initial date of service as set forth in Article 2, Schedule or within forty-eight hours of a request by COUNTY, and at least five (5) days prior to the expiration of any required coverage, the REGISTERED INTERN shall provide to the below address a signed Certificate(s) of Insurance evidencing that all of the insurance coverage required by this Contract are in full force and effect. Said Certificate(s) of Insurance shall include a project description, and, to the extent allowable by the insurer, include a minimum thirty (30)

day endeavor to notify due to cancellation (ten (10) days for non-payment of premium) or non-renewal of coverage. The **Certificate Holder** shall read:

Palm Beach County Board of County Commissioners c/o Youth Services Department 50 S. Military Trail, Suite 203 West Palm Beach, FL 33415

D. <u>Right to Review</u> — The 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, coverage, or endorsements, herein from time to time throughout the term of this Contract. The 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**

The REGISTERED INTERN shall protect, defend, reimburse, indemnify and hold the 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 the REGISTERED 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 the REGISTERED INTERN.

# **ARTICLE 11 - CONFLICT OF INTEREST**

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

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

# ARTICLE 12 - EXCUSABLE DELAYS

The REGISTERED 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 REGISTERED 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 REGISTERED INTERN'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the REGISTERED 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 REGISTERED INTERN shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The REGISTERED 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 REGISTERED 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 REGISTERED 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 REGISTERED 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 REGISTERED INTERN'S sole direction, supervision, and control. The REGISTERED INTERN shall exercise control over the means and manner in which it performs the work, and in all respects the REGISTERED INTERN'S relationship to the COUNTY shall be that of an Independent Contractor and not as an employee or agent of the COUNTY.

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

# **ARTICLE 16 - ACCESS AND AUDITS**

The REGISTERED INTERN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) 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 REGISTERED INTERN'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 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 REGISTERED 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, Sections 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

# **ARTICLE 17 – NON-DISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the REGISTERED INTERN warrants and represents that it has no employees who will be providing services under this Contract.

## **ARTICLE 18 - AUTHORITY TO PRACTICE**

The REGISTERED 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 Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the REGISTERED INTERN certifies that it, its affiliates, suppliers, subcontractors and REGISTERED 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

# **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 REGISTERED INTERN of the COUNTY'S notification of a contemplated change, the REGISTERED 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 REGISTERED INTERN'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the REGISTERED 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 REGISTERED INTERN shall not commence work on any such change until such written amendment is signed by the REGISTERED 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, FL 33415

# With copy to:

Palm Beach County Attorney's Office 301 North Olive Ave., Sixth Floor West Palm Beach, FL 33401

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

Henry L. Smith 276 La Mancha Avenue Royal Pam Beach, FL 33411

# **ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the REGISTERED 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**

The REGISTERED INTERN shall comply with Palm Beach County Code, Sections 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R2003-1274, as amended. The REGISTERED INTERN is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the REGISTERED INTERN acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. The COUNTY staff representing the COUNTY department will contact the REGISTERED INTERN(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. At the time of termination, the REGISTERED INTERN shall return the badge to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the REGISTERED INTERN if the REGISTERED INTERN does not comply with the requirements of County Code Sections 2-371 - 2-377, as amended.

# ARTICLE 25 - REGULATIONS; LICENSING REQUIREMENTS

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

it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE REGISTERED INTERN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE REGISTERED 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 OR BY TELEPHONE AT 561-355-6680.

# **ARTICLE 27 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the REGISTERED INTERN certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the REGISTERED INTERN certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by REGISTERED INTERN, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

(remainder of page intentionally left blank)

**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 REGISTERED INTERN has hereunto set its hand the day and year above written.

ATTEST:	COUNTY:
SHARON R. BOCK CLERK AND COMPTROLLER	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Dave Kerner, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By:  County Attorney	APPROVED AS TO TERMS AND CONDITIONS  By: Youth Services Department
	REGISTERED INTERN:  Signature  Lenry  Typed Name

#### **EXHIBIT A**

# **SCOPE OF WORK**

The Youth and Family Counseling Program (YFC) serves families and youth through age 22 years who are residents of Palm Beach County. Families seek services through the YFC for a variety of reasons, including and not limited to the following: behavioral disorders, school/academic concerns, parent-child relational problems, adjustment concerns, grief/loss issues, abuse or neglect, and to fulfill the requirements for diversionary programs. There are three area offices throughout Palm Beach County. West Palm Beach, Belle Glade and Delray Beach and a satellite office located in Palm Beach Gardens. Registered Interns will have an opportunity to participate in Micro, Mezzo and Macro levels of practice. The Registered Interns will be responsible for completing intake assessments, case management, providing short-term family, group & individual therapy, parent education, provisional diagnosis, and discharge planning implementation. The Registered Intern will have the opportunity to attend and participate in community meetings and conduct outreach activities, including presentations to staff, schools, and community agencies.

The Registered Intern will receive weekly individual supervision and participate in monthly group supervision with a multidiscipline treatment team. Didactic activities include weekly formal training on a variety of clinical and professional topics. Attendance at these didactic trainings is considered an essential and necessary component of the internship training experience.