

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 20, 2021 Consent Regular
 Ordinance Public Hearing

Department
 Submitted By: Youth Services Department
 Submitted For: Residential Treatment and Family Counseling Division

I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to receive and file: Two (2) Contracts for Professional Services with the following Postdoctoral Psychology Fellows (Fellows), to complete a requirement of 2,000 hours of clinical work that will provide training and experience in family and youth counseling, for the period August 2, 2021, through July 29, 2022:

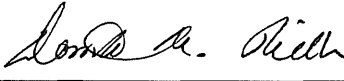
- A) Gabriella Hill in the amount of \$39,280; and
- B) Essence Rivers in the amount of \$39,280.

Summary: The Youth Services Department’s Residential Treatment and Family Counseling Division (Division) is an authorized counselor training facility for many state colleges and universities offering degrees in psychology, social work, and other related fields. Postdoctoral programs require 2,000 hours of supervised services in order to meet state licensing requirements. The Division is offering its program as a location to obtain this training. Each Fellow, at a minimum, is assigned and completes the workload equivalent to a Licensed Therapist. The base hourly rate of a Licensed Therapist is \$26.02 versus the hourly fellowship contract rate of \$19.39. Additionally, each Fellow will receive a \$500 stipend for health insurance. On October 3, 2006, Agenda Item 3X-2 authorized the County Administrator, or designee, to execute future postdoctoral psychology resident (n/k/a Fellow) contracts on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney’s Office, and within budgeted allocations. The Contract spans two fiscal years. Sufficient funding is included in the current budget and in the proposed FY 2022 budget to meet county obligations. The Contracts were executed early to allow the selected Fellows to make necessary plans following graduation. Countywide (HH)

Background and Justification: The County has provided a training facility for doctoral and master’s degree students for more than 15 years. Postdoctoral Psychology Fellows provide a variety of services because of their high level of training.

- Attachments:**
- 1. Contract for Professional Services with Gabriella Hill
 - 2. Contract for Professional Services with Essence Rivers

Recommended by:  _____
 Department Director Date

Approved by:  3/29/2021
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	\$12,409	\$66,151			
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$12,409	\$66,151			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No
Does this item include the use of federal funds? Yes No

Budget Account Exp No:
Fund 0001 Dept 150 Unit 8210 Obj 3103
Rev No:
Fund _____ Dept _____ Unit _____ Obj _____

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

The fiscal impact associated with this item shall be funded by existing ad valorem funds in the General Fund through the Education & Training Unit (8210). There is sufficient funding included in the current budget and in the proposed FY 2022 budget.

Departmental Fiscal Review: *Christine Deane*
DL

III. REVIEW COMMENTS

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

Lisa Mante 3/25/21
OFMB *3/25/21* *James Jackson 3/24/21* *PAD 3/25*

Jan J. Jacobson 3/26/21
Contract Development & Control
3-26-21 TD

B. Legal Sufficiency:

Diane C. Hurd 3-27-21
Assistant County Attorney

C. Other Department Review:

Department Director

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

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made as of the 8th day of March, 2021, 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 Gabriella Hill, a Postdoctoral Psychology Fellow, hereinafter referred to as "FELLOW."

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

ARTICLE 1 - SERVICES

The FELLOW'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 FELLOW'S representative/liaison during the performance of this Contract shall be Gabriella Hill (telephone no. 678-754-6842).

ARTICLE 2 - SCHEDULE

The FELLOW shall commence services on August 2, 2021, and complete all services by July 29, 2022.

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

ARTICLE 3 - PAYMENTS TO FELLOW

- A. The total amount to be paid by the COUNTY under this Contract for all services and, if applicable, "out of pocket" expenses (specified in paragraph 2 below) shall not exceed a total contract amount of Thirty-Nine Thousand Two Hundred Eighty Dollars (\$39,280). The FELLOW will bill the COUNTY at the amounts set forth in this paragraph for services rendered toward the completion of the Scope of Work.
1. Thirty-Eight Thousand Seven Hundred Eighty Dollars (\$38,780) payable at \$19.39 per hour. The FELLOW is expected to work 40 hours per week. The FELLOW will bill the COUNTY on a bi-weekly basis for a total amount not to exceed One Thousand Five Hundred Fifty-One Dollars and Twenty Cents (\$1,551.20); and
 2. Five Hundred Dollars (\$500.00) out of pocket expense. The FELLOW will bill the COUNTY a one-time fee of \$500.00 for health insurance on or before the final invoice, and only after the FELLOW has completed six (6) months of employment.
- B. Invoices received from the FELLOW pursuant to this Contract will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with this Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. Final Invoice: In order for both parties herein to close their books and records, the FELLOW will clearly state "final invoice" on the FELLOW'S final/last billing to the COUNTY. This shall constitute FELLOW'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 FELLOW.
- D. In order to do business with Palm Beach County, the FELLOW 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 <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. COUNTY will not finalize a contract award until the COUNTY has verified that the FELLOW is registered in VSS.

ARTICLE 4 - TERMINATION

This Contract may be terminated by the FELLOW 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 FELLOW. It may also be terminated, in whole or in part, by the COUNTY, with cause, upon five (5) business days' written notice to the FELLOW or without cause upon ten (10) business days' written notice to the FELLOW. Unless the FELLOW is in breach of this Contract, the FELLOW 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 FELLOW shall:

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

ARTICLE 5 - PERSONNEL

All of the services required hereinunder shall be performed by the FELLOW. The FELLOW 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 FELLOW. The FELLOW shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the FELLOW authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The FELLOW 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 FELLOW 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 FELLOW 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 FELLOW are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the FELLOW under this Contract. Where applicable, coverage shall apply on a primary basis.

- A. **Professional Liability** – The FELLOW 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 FELLOW'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the FELLOW 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 FELLOW shall purchase a SERP with a minimum reporting period not less than three (3) years.
- B. **Waiver of Subrogation** – The FELLOW 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 FELLOW 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 FELLOW enter into such an agreement on a pre-loss basis.
- C. **Certificates of Insurance** – 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 FELLOW 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. **Right to Review** – 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 FELLOW 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 FELLOW.

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 FELLOW.

ARTICLE 11 - CONFLICT OF INTEREST

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

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

ARTICLE 12 - EXCUSABLE DELAYS

The FELLOW 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 FELLOW 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 FELLOW'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the FELLOW'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 FELLOW 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 FELLOW 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 FELLOW 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 FELLOW 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 FELLOW 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 FELLOW'S sole direction, supervision, and control. The FELLOW shall exercise control over the means and manner in which it performs the work, and in all respects the FELLOW'S relationship to the COUNTY shall be that of an Independent Contractor and not as an employee or agent of the COUNTY.

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

ARTICLE 16 - ACCESS AND AUDITS

The FELLOW shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) 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 FELLOW'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 FELLOW, 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 FELLOW warrants and represents that it has no employees who will be providing services under this Contract.

ARTICLE 18 - AUTHORITY TO PRACTICE

The FELLOW 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 FELLOW certifies that it, its affiliates, suppliers, subcontractors and interns who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 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 FELLOW of the COUNTY'S notification of a contemplated change, the FELLOW 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 FELLOW'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the FELLOW 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 FELLOW shall not commence work on any such change until such written amendment is signed by the FELLOW 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 FELLOW, notices shall be addressed to:

Gabriella Hill
3146 N. Jog Road, Apt. 12211
West Palm Beach, FL 33411

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the FELLOW 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 FELLOW 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 Resolutions R2013-1470 and R2015-0572, as amended. The FELLOW is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the FELLOW 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 above referenced Resolutions, as amended. The COUNTY staff representing the COUNTY department will contact the FELLOW(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 FELLOW shall return the badge to the COUNTY in a timely manner.

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

ARTICLE 25 - REGULATIONS; LICENSING REQUIREMENTS

The FELLOW shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. FELLOW 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 FELLOW: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) Florida Statutes, the FELLOW shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The FELLOW 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 FELLOW 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 FELLOW does not transfer the records to the public agency.
- D. Upon completion of the Contract, the FELLOW shall transfer, at no cost to the COUNTY, all public records in possession of the FELLOW 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 FELLOW transfers all public records to the COUNTY upon completion of the Contract, the FELLOW shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the FELLOW keeps and maintains public records upon completion of the Contract, the FELLOW shall meet all applicable requirements for retaining public records. All records stored electronically by the FELLOW 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 FELLOW 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. FELLOW 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 FELLOW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FELLOW'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 FELLOW 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. Pursuant to F.S. 287.135(3)(b), if FELLOW is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

- 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 FELLOW 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.

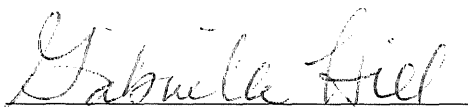
If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by FELLOW, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.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

ARTICLE 28 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. The FELLOW shall execute the Contract by manual means only, unless the COUNTY provides otherwise.

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 FELLOW has hereunto set its hand the day and year above written.

FELLOW:



Gabriella Hill

APPROVED AS TO TERMS
AND CONDITIONS

By 
Youth Services Department

{SIGNATURE PAGES CONTINUED}

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Helene Hvizd
County Attorney

Digitally signed by Helene Hvizd
DN: cn=Helene Hvizd, ou=Palm Beach County, o=Palm Beach County, email=hhvz@pbcgov.org
Reason: I am the author of this document
Date: 2021.02.03 13:52:16 -0500

By: Tammy K. Fields
Tammy K. Fields, Director
Youth Services Department

EXHIBIT A

SCOPE OF WORK

The psychology postdoctoral fellow is required to complete 2000-hours of clinical work in order to obtain licensure. Florida requirements for a postdoctoral fellowship 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 fellows integrate theoretical, clinical, and professional issues in psychology into the service delivery model at a specified track within the Palm Beach County Youth Services Department, Residential Treatment and Family Counseling Division.

Postdoctoral fellows complete their clinical work through an outpatient or residential track, but may be involved in services at both settings. Telemental health services and remote delivery of other services may be provided as needed. Residential services are provided at Highridge Family Center. The postdoctoral fellow is responsible for providing family, group, and individual therapy to residents of Highridge. Fellows typically work on either the male or female side of the facility. Additionally, the fellow 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. Residents may facilitate parent education/support groups and conduct outreach activities, including presentations to staff, schools, and community agencies. Psychological evaluations may be completed, based on interest and availability.

Outpatient services are provided at the Education and Training Center. At this setting, the postdoctoral fellow is responsible for providing short-term family therapy, individual therapy (only ages 18-22), intake assessments, behavioral interventions in an alternative school setting, provisional diagnosis, treatment planning and implementation, consultation, and case management. Fellows complete psychological evaluations, provide parent education/support/training, and may conduct outreach activities, including presentations to staff, schools, and community agencies as well as the development of social media posts.

Postdoctoral fellows 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, fellows will present treatment and testing cases, participate in journal review discussions and supervision series meetings, become part of the family therapy treatment team, and provide professional presentations.

Postdoctoral fellows 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 fellows. In addition to practical experiences and individual supervision, the fellow will participate in weekly group supervision. Fellows may also serve as clinical supervisor to other trainees. A detailed account of specific requirements and expectations for postdoctoral fellows are listed in the Postdoctoral Fellowship Handbook, as may be amended, available on the Youth Services Department, Education Center website.

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made as of the 8th day of March, 2021, 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 Essence Rivers, a Postdoctoral Psychology Fellow, hereinafter referred to as "FELLOW."

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

ARTICLE 1 - SERVICES

The FELLOW'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 FELLOW'S representative/liaison during the performance of this Contract shall be Essence Rivers (telephone no. 614-218-0523).

ARTICLE 2 - SCHEDULE

The FELLOW shall commence services on August 2, 2021, and complete all services by July 29, 2022.

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

ARTICLE 3 - PAYMENTS TO FELLOW

- A. The total amount to be paid by the COUNTY under this Contract for all services and, if applicable, "out of pocket" expenses (specified in paragraph 2 below) shall not exceed a total contract amount of Thirty-Nine Thousand Two Hundred Eighty Dollars (\$39,280). The FELLOW will bill the COUNTY at the amounts set forth in this paragraph for services rendered toward the completion of the Scope of Work.
1. Thirty-Eight Thousand Seven Hundred Eighty Dollars (\$38,780) payable at \$19.39 per hour. The FELLOW is expected to work 40 hours per week. The FELLOW will bill the COUNTY on a bi-weekly basis for a total amount not to exceed One Thousand Five Hundred Fifty-One Dollars and Twenty Cents (\$1,551.20); and
 2. Five Hundred Dollars (\$500.00) out of pocket expense. The FELLOW will bill the COUNTY a one-time fee of \$500.00 for health insurance on or before the final invoice, and only after the FELLOW has completed six (6) months of employment.
- B. Invoices received from the FELLOW pursuant to this Contract will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with this Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. Final Invoice: In order for both parties herein to close their books and records, the FELLOW will clearly state "final invoice" on the FELLOW'S final/last billing to the COUNTY. This shall constitute FELLOW'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 FELLOW.
- D. In order to do business with Palm Beach County, the FELLOW 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 <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. COUNTY will not finalize a contract award until the COUNTY has verified that the FELLOW is registered in VSS.

ARTICLE 4 - TERMINATION

This Contract may be terminated by the FELLOW 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 FELLOW. It may also be terminated, in whole or in part, by the COUNTY, with cause, upon five (5) business days' written notice to the FELLOW or without cause upon ten (10) business days' written notice to the FELLOW. Unless the FELLOW is in breach of this Contract, the FELLOW 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 FELLOW shall:

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

ARTICLE 5 - PERSONNEL

All of the services required hereinunder shall be performed by the FELLOW. The FELLOW 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 FELLOW. The FELLOW shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the FELLOW authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The FELLOW 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 FELLOW 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 FELLOW 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 FELLOW are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the FELLOW under this Contract. Where applicable, coverage shall apply on a primary basis.

- A. **Professional Liability** – The FELLOW 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 FELLOW'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the FELLOW 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 FELLOW shall purchase a SERP with a minimum reporting period not less than three (3) years.
- B. **Waiver of Subrogation** – The FELLOW 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 FELLOW 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 FELLOW enter into such an agreement on a pre-loss basis.
- C. **Certificates of Insurance** – 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 FELLOW 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. **Right to Review** – 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 FELLOW 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 FELLOW.

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 FELLOW.

ARTICLE 11 - CONFLICT OF INTEREST

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

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

ARTICLE 12 - EXCUSABLE DELAYS

The FELLOW 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 FELLOW 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 FELLOW'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the FELLOW'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 FELLOW 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 FELLOW 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 FELLOW 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 FELLOW 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 FELLOW 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 FELLOW'S sole direction, supervision, and control. The FELLOW shall exercise control over the means and manner in which it performs the work, and in all respects the FELLOW'S relationship to the COUNTY shall be that of an Independent Contractor and not as an employee or agent of the COUNTY.

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

ARTICLE 16 - ACCESS AND AUDITS

The FELLOW shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) 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 FELLOW'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 FELLOW, 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 FELLOW warrants and represents that it has no employees who will be providing services under this Contract.

ARTICLE 18 - AUTHORITY TO PRACTICE

The FELLOW 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 FELLOW certifies that it, its affiliates, suppliers, subcontractors and interns who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 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 FELLOW of the COUNTY'S notification of a contemplated change, the FELLOW 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 FELLOW'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the FELLOW 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 FELLOW shall not commence work on any such change until such written amendment is signed by the FELLOW 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 FELLOW, notices shall be addressed to:

Essence Rivers
3146 N. Jog Road, Apt. 12211
West Palm Beach, FL 33411

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the FELLOW 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 FELLOW 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 Resolutions R2013-1470 and R2015-0572, as amended. The FELLOW is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the FELLOW 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 above referenced Resolutions, as amended. The COUNTY staff representing the COUNTY department will contact the FELLOW(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 FELLOW shall return the badge to the COUNTY in a timely manner.

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

ARTICLE 25 - REGULATIONS; LICENSING REQUIREMENTS

The FELLOW shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. FELLOW 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 FELLOW: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) Florida Statutes, the FELLOW shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The FELLOW 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 FELLOW 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 FELLOW does not transfer the records to the public agency.
- D. Upon completion of the Contract, the FELLOW shall transfer, at no cost to the COUNTY, all public records in possession of the FELLOW 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 FELLOW transfers all public records to the COUNTY upon completion of the Contract, the FELLOW shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the FELLOW keeps and maintains public records upon completion of the Contract, the FELLOW shall meet all applicable requirements for retaining public records. All records stored electronically by the FELLOW 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 FELLOW 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. FELLOW 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 FELLOW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FELLOW'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 FELLOW 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. Pursuant to F.S. 287.135(3)(b), if FELLOW is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

- 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 FELLOW 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.

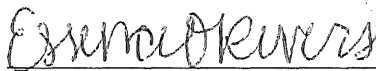
If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by FELLOW, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.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

ARTICLE 28 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. The FELLOW shall execute the Contract by manual means only, unless the COUNTY provides otherwise.

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 FELLOW has hereunto set its hand the day and year above written.

FELLOW:



Essence Rivers

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Youth Services Department

{SIGNATURE PAGES CONTINUED}

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Helene Hvizd
County Attorney

Digitally signed by Helene Hvizd
DN: DC=us, DC=palmetto,
OU=Chieflife, OU=CAAT, OU=Users,
CN=Helene Hvizd,
E=Hvizd@palmetto.org
Reason: I am the author of this document
Date: 2021.03.23 13:54:29-0500

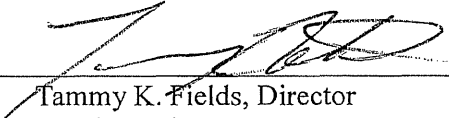
By: 
Tammy K. Fields, Director
Youth Services Department

EXHIBIT A

SCOPE OF WORK

The psychology postdoctoral fellow is required to complete 2000-hours of clinical work in order to obtain licensure. Florida requirements for a postdoctoral fellowship 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 fellows integrate theoretical, clinical, and professional issues in psychology into the service delivery model at a specified track within the Palm Beach County Youth Services Department, Residential Treatment and Family Counseling Division.

Postdoctoral fellows complete their clinical work through an outpatient or residential track, but may be involved in services at both settings. Telemental health services and remote delivery of other services may be provided as needed. Residential services are provided at Highridge Family Center. The postdoctoral fellow is responsible for providing family, group, and individual therapy to residents of Highridge. Fellows typically work on either the male or female side of the facility. Additionally, the fellow 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. Residents may facilitate parent education/support groups and conduct outreach activities, including presentations to staff, schools, and community agencies. Psychological evaluations may be completed, based on interest and availability.

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Postdoctoral fellows 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 fellows. In addition to practical experiences and individual supervision, the fellow will participate in weekly group supervision. Fellows may also serve as clinical supervisor to other trainees. A detailed account of specific requirements and expectations for postdoctoral fellows are listed in the Postdoctoral Fellowship Handbook, as may be amended, available on the Youth Services Department, Education Center website.