

FISP SUNSHINE CLUB 2016-2017 FISP "SOLUTIONS UNLIMITED NOW" SUN PROBLEM SOLVING PROGRAM

This agreement is entered into as of <u>September 7, 2016</u>, by and between the Florida Initiative for Suicide Prevention, a not-for-profit Florida Cooperation, referred to as "FISP", and the Northwest Focal Point Senior Center District, referred to as the "NWFP Senior Center." In consideration of the mutual covenants and benefits set forth herein, the parties agree as follows:

Section I: Terms and Conditions

- 1) The term of this Agreement shall be from SEPTEMBER 30, 2016 to AUGUST 30, 2017.
- 2) The NWFP Senior Center agrees to the following:
 - a) Availability: This Agreement is subject to the availability of eight (8) to twelve (12) senior participants provided for each FISP "Solutions Unlimited Now" Problem Solving and Coping Skills Sunshine Club Program by the NWFP Senior Center, and the funds will be provided by the Florida Initiative for Suicide Prevention for up to six (6) FISP Sunshine Senior Sun Programs, each lasting 10 weeks.
 - b) Regulations: The parties further agree to abide by Florida Initiative for Suicide Prevention's policies and procedures for the provision of FISP Sunshine Senior Sun Programs services.
 - c) Termination: This Agreement or any part of this Agreement may be terminated by either party at any time with or without reason, upon no less then fifteen (15) business days' notice to the other party, delivered by certified mail or hand delivered.
 - d) **Modification:** Any alteration, verification, or waiver of provisions of this Agreement shall be valid only when reduced to writing and duly executed by all parties.
 - e) Liability: The Florida Initiative for Suicide Prevention will not be responsible for any negligent acts or omissions of NWFP Senior Center employees, officers, or directors, to the extent allowed by law. Each party shall be solely responsible for defending any claim or action against it arising out of or related to this Agreement, whether civil or criminal, and for any liability wherefrom. Neither the existence of this Agreement or anything contained herein shall alter or affect the legal and/or organizational status of either party. Nothing herein shall be construed as a waiver by the NWFP Senior Center of any of its immunities pursuant to Section 768.28, Fla. Stat., or as otherwise provided by law.
 - f) Donation: FISP will donate \$500 for each "Solutions Unlimited Now" Problem Solving and Coping Skills Sunshine Club Program for up to six (6) programs to be held at the NWFP Senior Center in Margate, Florida. Each group will consist of eight (8) to twelve (12) senior participants, meeting once a week for one and a half hours per week for ten (10) weeks. FISP will supply the NWFP Senior Center staff facilitator program training, all program written materials, all research materials and access to Box.com for access to forms and a location to deliver all paperwork required by email.

Pg.2

- g) NWFP Senior Center: NWFP Senior Center shall not be deemed an affiliate, employee, or officer of the Florida Initiative for Suicide Prevention. NWFP Senior Center shall not take any action on behalf of FISP unless specifically authorized by this Agreement or authorized by the NWFP Senior Center Assigned Supervisor.
- h) Records Maintenance: NWFP Senior Center shall collect all research records, forms, program records, financial, administrative and participant records, prevention logs, invoicing, billing records and electronic records, written records and communications between the NWFP Senior Center and FISP which directly pertain to this Agreement. The NWFP Senior Center shall forward copies of these records directly to FISP in the time period required by the program. The NWFP Senior Center will also keep copies of all research records and forms, program records, financial, administrative and participant records, prevention logs, invoicing, billing records and electronic records, written records and communications between the NWFP Senior Center and FISP which directly pertain to this Agreement for a period of 6 years. In addition, FISP shall comply with all requirements of Florida's Public Records Law as set forth in Chapter 119, Florida Statutes, and shall maintain all records and documents required by this Agreement for a period of at least three years beyond the termination of this Agreement.
- i) Monitoring: FISP may monitor the NWFP Senior Center activities to ensure the NWFP Senior Center's compliance via direct observation to insure the proper use and implementation of the FISP "Solutions Unlimited Now" Sunshine Club program.
- j) Deliverables: The following deliverables will be completed by the NWFP Senior Center:
 - Ensure that all activities included in the FISP "Solutions Unlimited Now" Sunshine Club Program" are followed, created, and delivered to at least eight (8) eight to twelve (12) seniors per group at the NWFP Senior Center in Margate, Florida, for one and one half (1 ½) hours weekly for ten (10) weeks for each FISP Sunshine Club Group provided for one (1) to six (6) groups.
 - Ensure that the program be delivered only by NWFP Senior Center licensed staff members trained in the "Solutions Unlimited Now" Sunshine Club program by a Florida Initiative for Suicide Prevention staff member.
 - Ensure all research records, forms, program records, financial, administrative and
 participant records, prevention logs, invoicing, billing records and electronic records, written
 records and communications between the NWFP Senior Center and FISP pertaining to this program
 and Agreement will be available to FISP.

Florida Initiative for Suicide Prevention, Inc., FISP

Florida Initiative for Suicide Prevention, Inc.			
Jackie Rosen Executive Director/CEO	September 7, 2016 Date		
NW Focal Point Senior Center District			
Tommy Ruzzano	Karin Diaz	Date	
Chair	Project Director		