

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 16, 2016 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department
Submitted By: Community Services
Submitted For: Division of Senior Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Professional Services Contract with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA), for the period August 16, 2016, through December 31, 2018, for a total amount not to exceed \$14,850, to provide education workshops to assist caregivers in providing support to seniors.

Summary: The Division of Senior Services (DOSS) is collaborating with AAA to provide Powerful Tools for Caregivers education workshops to assist caregivers in providing support to loved ones. Powerful Tools for Caregivers is a (6) six-week evidence-based education program for family caregivers to improve self-care behaviors, management of emotions, self-efficacy and use of community resources. The services provided under the contract are separate from any other commitment previously made between AAA and DOSS. No County funds required. (DOSS) Countywide (HH)

Background and Justification: The goals of Powerful Tools for Caregivers educational workshops are to assist caregivers with the tools needed to provide support to elderly loved ones. AAA will use its Older Americans Act (OAA) 3E Program funding to provide materials, monitoring and payment necessary to conduct workshops. DOSS will provide a minimum of one (1) six-week workshop but not to exceed four (4) workshops, with the initial workshop to be completed in the 2016 calendar year.

Attachments: Professional Services Contract with AAA

Recommended By: [Signature] Department Director Date: 7/20/16

Approved By: Nancy L Bolton Assistant County Administrator Date: 8/2/16

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	0	6,600	6,600	1,650	
External Revenue	(0)	(6,600)	(6,600)	(1,650)	
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0	0	0	

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No

Budget Account No.:

Fund 1006 Dept 144 Unit 1461 Object 3401 Program Code Var. Program Period Var.

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

Funding source is AAA Non-Grant 3E Program. Sufficient funding is included in the current and proposed FY2017 budgets to meet County obligations.

C. Departmental Fiscal Review:

Taruna Malhotra, Assistant Department Director

III. REVIEW COMMENTS

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

John Ponce 7/25/16
OFMB 8/7/25
AK
7/25

David J. Jacobson 7/29/16
Contract Development and Control
7/29/16

B. Legal Sufficiency:

Deane C. O'Connell 8/1/16
Assistant County Attorney

C. Other Department Review:

Department Director

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

This contract is formally entered into on the ____ day of _____ 20____, is hereby made and entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. hereinafter referred to as the "Agency" and between the Palm Beach County Board of County Commissioners, hereinafter referred to as the "Provider".

A. PURPOSE: The purpose of this contract is for the Agency to partner with the Provider to offer Powerful Tools for Caregivers education workshops to assist caregivers in providing support to loved ones. Powerful Tools for Caregivers is a six (6)-week evidence-based education program for family caregivers to improve: self-care behaviors, management of emotions, self-efficacy and use of community resources. The services provided under this agreement are separate from any other commitment previously made between the Agency and the Provider.

B. AGENCY'S RESPONSIBILITIES:

1. Provide materials necessary to conduct workshop.
 - a. Facilitators manual (Electronic Format)
 - b. Participants manual/workbooks (Limited to the amount of participants)
 - c. Required documentation (As mentioned in Section C.3.)
 - d. Participant certificate template (Electronic Format)
2. Provide payment via Purchase Order after the completion of each workshop and the timely receipt of the required documentation.
3. Conduct monitoring activities of services provided.

C. PROVIDER RESPONSIBILITIES:

1. Provide a minimum of one (1) six-week PTC workshop but not to exceed four (4) workshops, with the initial workshop to be completed in the 2016 calendar year. Each workshop must contain a minimum of six (6) participants and a maximum of ten (10) participants.
2. Schedule all workshops, recruitment of participants and provide a copy of the workshop schedule at the time the agreement is signed.
3. Collect and complete all documentation from participants to include:
 - a. Application
 - b. Initial participant survey
 - c. End of Workshop survey

- d. Workshop evaluation
 - e. Attendance sheet
 - f. Copy of participants certificates
4. Return all documentation to the Agency's Project Director within five (5) business days from the workshop's date of completion.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. **INDEPENDENT CONTRACTOR.** The Provider will be acting in its independent capacity and not as an employee, agent or representative of the Agency. The Provider shall not be deemed or construed to be an employee, agent or representative of the Agency for any purpose whatsoever. Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.
2. **AMENDMENTS.** Amendments to this Contract shall be made by mutual consent of the parties, by the issuance of a written amendment, signed and dated by authorized officials, prior to any changes being performed.
3. **PARTICIPATION IN SIMILAR ACTIVITIES.** This Contract in no way restricts the Agency or the Provider from participating in similar activities with other public or private agencies, organizations, and individuals.
4. **METHOD OF PAYMENT.** The Provider is awarded the amount of \$1,650.00 per completed workshop to a maximum of four (4) workshops per year. Any disallowed costs will be subject to repayment.

Deliverable	Unit	Unit Price	Total Contractual Amount
Powerful Tools for Caregivers Workshops	9	\$1,650.00	\$14,850.00

5. **TERMINATION.** Either party upon no less than thirty (30) calendar days notice, without cause, may terminate this Contract unless both parties, in writing, mutually agree upon a lesser time. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event the project partner terminates a contract at will, the project partner agrees to submit, at the time it serves notice of the intent to terminate, a plan that identifies procedures to ensure the activities listed in this Contract will not be interrupted or suspended by the termination.
6. **EFFECTIVE DATE AND TERM OF AGREEMENT.**
Upon execution by both Parties, this Agreement shall become effective on August 16, 2016 (Effective Date). The term of this Agreement shall be for a period of two calendar (2) years following the Effective Date.

7. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Agency:

Programmatic:
 Liliana Herrera, Project Director
 Healthy Living Center of Excellence
 4400 N. Congress Avenue
 West Palm Beach, FL 33407
lherrera@YourADRC.org
 (561) 684-5885; ext. 59237

Authorized Official:
 Jaime Estremera-Fitzgerald
 Chief Executive Officer
 4400 N. Congress Avenue
 West Palm Beach, FL 33407
 (561) 684-5885

Provider:

<u>Programmatic:</u>	<u>Authorized Official:</u>
Name: <u>Faith Manfra</u>	Name: <u>Mary Lou Berger</u>
Title: <u>Director</u>	Title: <u>Mayor</u>
Address: <u>810 Datura Street, Ste 300,</u> <u>West Palm Beach, Florida</u>	Address: <u>305 N. Olive,</u> <u>West Palm Beach, FL 33401</u>
Email: <u>fmanfra@pbcgov.org</u>	Phone: <u>(561) 355-2001</u>
Phone: <u>(561) 355-4750</u>	

8. HIPAA COMPLIANCE. The parties agree to abide by all applicable Federal and State laws/regulations addressing patient confidentiality. If the project partner receives client's protected health information as a result of this agreement, that agency and the project partner are "Business Associates" of each other under the terms of the Health Insurance Portability Act (HIPAA) of 1996.
9. COMPLIANCE. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
10. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through December 31, 2018 at which time it will expire unless extended.
11. RECORD RETENTION. The parties agree to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of at least seven (7) years after termination of the agreement and/or contract, or if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained at least until resolution of the audit findings. These records may be subject to additional retention requirements set by law.

12. LIABILITIES. It is understood that neither party to this contract is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.

By signing this Contract, the Parties agree that they have read and agree to the entire Contract. IN WITNESS THEREOF, the Parties hereto have caused this Agreement, to be executed by their undersigned officials as duly authorized.

PALM BEACH COUNTY, FLORIDA
Provider: A Political Subdivision of the State of Florida

AREA AGENCY ON AGING OF PALM/BEACH TREASURE COAST, INC.

SIGNED BY:

SIGNED BY:

Mary Lou Berger, Mayor

BY: _____

NAME:

TITLE: _____

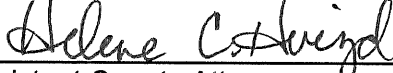
DATE: _____

DATE: _____

Federal Tax ID: 59-6000785

Fiscal Year Ending Date:

Approved as to form and legal sufficiency



Assistant County Attorney

Approved as to terms and conditions



Department Director

ATTEST:

Sharon R. Bock
Clerk and Comptroller

By: _____

Deputy Clerk