

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: July 7, 2015 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department  
Submitted By: Community Services  
Submitted For: Division of Senior Services  
=====

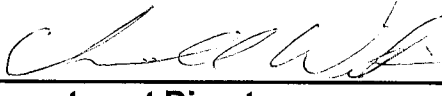
I. EXECUTIVE BRIEF

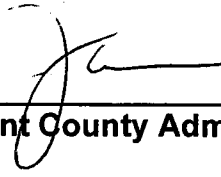
**Motion and Title: Staff recommends motion to approve:** Use of Provider and County Agreement with MorseLife Home Care Inc., for the period July 7, 2015, through July 6, 2017, in an amount not to exceed \$44,306 to provide a kosher congregate meal site and kosher meals for the elderly.

**Summary:** The Division of Senior Services (DOSS) receives federal funds from the Older Americans Act (OAA) to provide congregate meal sites. This agreement enables DOSS to operate a kosher congregate meal site for the elderly at no cost to the County for space or energy usage. MorseLife Home Care Inc. provides kosher meals at the site to elderly participants who require a kosher meal. DOSS will reimburse MorseLife Home Care Inc. for cost per meal. The estimated total cost of the meals will be \$44,306 funded under the OAA grant in the amount of \$39,875 (90%) and \$4,431 (10%) in County match. This is the sixth year that we will contract with this agency for this service. Sufficient funding is included in the current and proposed FY2016 budgets to meet County obligations. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (HH)

**Background and Justification:** In accordance with OAA, DOSS operates congregate meal sites to provide effective delivery of nutritious meals to low income, socially isolated elders to improve their quality of life and productivity.

**Attachments:** Use of Provider and County Agreement with MorseLife Home Care Inc.  
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Recommended By:  6/16/15  
Department Director Date

Approved By:  6/23/15  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	5,538	22,153	16,615		
External Revenue	(4,984)	(19,938)	(14,953)		
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>554</b>	<b>2,215</b>	<b>1,662</b>		

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

Budget Account No.:

Fund  1006  Dept  144  Unit  1458  Object  Var.  Program Code  Var.  Program Period  Var.

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

Funding sources are the Federal Government and Palm Beach County.

**C. Departmental Fiscal Review:**

TM   
Taruna Malhotra, Director, Financial & Support Svcs.

**III. REVIEW COMMENTS**

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

Sherry Born   
OFMB KD  OK   
6/11 6/11/15

Anne J. Jacobson  6/17/15  
Contract Development and Control  
6-17-15 B Wheeler

**B. Legal Sufficiency:**

Helene C. Skuzd  6-22-15  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

## USE OF PROVIDER AND COUNTY AGREEMENT

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 MORSELIFE HOME CARE INC. a Non Profit Corporation, authorized to do business in the State of Florida, hereinafter referred to as the PROVIDER, whose Federal I.D. is 59-2753822 and whose address is 4847 Fred Gladstone Drive, West Palm Beach, FL 33417.

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

### ARTICLE 1 - SERVICES

The PROVIDER'S responsibility under this Agreement is to 1) provide a facility for a congregate dining site and 2) provide kosher meals to be served at the congregate dining site, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Agreement shall be Faith R. Manfra, telephone no. (561) 355-4753.

The PROVIDER'S representative/liaison during the performance of this Agreement shall be Alan D. Sadowsky, telephone no. (561) 687-5745.

### ARTICLE 2 - SCHEDULE

The PROVIDER shall commence services on July 7, 2015 and complete all services by July 6, 2017.

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

### ARTICLE 3 - PAYMENTS TO PROVIDER

- A. The total amount to be paid by the COUNTY under this Agreement for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total agreement amount of forty-four thousand, three hundred and six Dollars (\$44,306). The PROVIDER shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The PROVIDER will bill the COUNTY on a weekly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the PROVIDER pursuant to this Agreement will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. 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. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed zero Dollars (\$0), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the PROVIDER will clearly state "final invoice" on the PROVIDER'S final/last billing to the COUNTY. This shall constitute PROVIDER'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 PROVIDER.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by the PROVIDER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the PROVIDER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside PROVIDERS. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Agreement may be terminated by the PROVIDER upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the PROVIDER. Unless the PROVIDER is in breach of this Agreement, the PROVIDER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the PROVIDER shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The PROVIDER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the PROVIDER or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the PROVIDER'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the PROVIDER'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

The COUNTY agrees to provide management, except on County Holidays, as outlined in Exhibit "A".

#### **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The PROVIDER is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the PROVIDER uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the PROVIDER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The PROVIDER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of Agreement.

The PROVIDER understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The PROVIDER shall provide the COUNTY with a copy of the PROVIDER's Agreement with any SBE subcontractor or any other related documentation upon request.

The PROVIDER understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Agreement as it relates to the use of SBE firms.

The PROVIDER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Agreement. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The PROVIDER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The PROVIDER agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

#### **ARTICLE 8 - 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 PROVIDER. The PROVIDER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the PROVIDER authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The PROVIDER shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 10 - INSURANCE**

- A. PROVIDER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. PROVIDER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by PROVIDER under the Agreement.
- B. **Commercial General Liability** PROVIDER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. PROVIDER shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired

automobiles. In the event PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing PROVIDER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. PROVIDER shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability** PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. PROVIDER shall provide this coverage on a primary basis.

E. **Professional Liability** PROVIDER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of PROVIDER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, PROVIDER shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. PROVIDER shall provide this coverage on a primary basis.

**Additional Insured** PROVIDER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.

F. **Waiver of Subrogation** PROVIDER 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 PROVIDER 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 PROVIDER enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance** Prior to execution of this Agreement, PROVIDER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners  
c/o Community Services Department  
Division of Senior Services  
810 Datura Street, Suite 300  
West Palm Beach, FL 33401

H. **Umbrella or Excess Liability** If necessary, PROVIDER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify,

reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. 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 11 - INDEMNIFICATION**

PROVIDER shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of PROVIDER.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the PROVIDER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the PROVIDER shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

#### **ARTICLE 13 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. 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 Agreement 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 Agreement, including but not limited to any citizen or employees of the COUNTY and/or PROVIDER.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

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

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

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The PROVIDER 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 PROVIDER 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 PROVIDER'S request, the COUNTY shall consider the facts and extent of any failure to

perform the work and, if the PROVIDER 'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement 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 16 - ARREARS**

The PROVIDER shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The PROVIDER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The PROVIDER 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 Agreement.

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 PROVIDER 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 Agreement 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 Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, 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 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The PROVIDER is, and shall be, in the performance of all work services and activities under this Agreement, 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 Agreement shall at all times, and in all places, be subject to the PROVIDER 'S sole direction, supervision, and control. The PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the PROVIDER 'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

#### **ARTICLE 19 - CONTINGENT FEES**

The PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROVIDER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 20 - ACCESS AND AUDITS**

The PROVIDER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. 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 PROVIDER 'S place of business.



Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the PROVIDER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 21 - NONDISCRIMINATION**

The PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

PROVIDER has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the PROVIDER does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that PROVIDER will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The PROVIDER 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 23 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this agreement or performing any work in furtherance hereof, the PROVIDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 25 - 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 PROVIDER of the COUNTY'S notification of a contemplated change, the PROVIDER 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 PROVIDER 'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the PROVIDER 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 an Agreement Amendment and the PROVIDER shall not commence work on any such change until such written amendment is signed by the PROVIDER and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 26 - NOTICE**

All notices required in this Agreement 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:

Faith Manfra, Director  
Palm Beach County Division of Senior Services  
810 Datura Street, Suite 300  
West Palm Beach, FL 33401

With copy to:

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

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

Alan D. Sadowsky, Ph.D., Sr. Vice President Home and Community Based Services  
MORSELIFE HOME CARE INC.  
4847 Fred Gladstone Drive  
West Palm Beach, FL 33417

A copy of this agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

#### **ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the PROVIDER agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

#### **ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

If PROVIDER'S employees or subcontractors are required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the PROVIDER shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The PROVIDER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the PROVIDER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

#### **ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

The PROVIDER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. PROVIDER 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 30 - SCRUTINIZED COMPANIES (when agreement value is greater than \$1 million)**

As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the PROVIDER 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.

If the County determines, using credible information available to the public, that a false certification has been submitted by PROVIDER, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and PROVIDER has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Mayor

WITNESS:

PROVIDER:

Susan Koester  
Signature

MORSELIFE HOME CARE INC.  
Company Name

SUSAN KOESTER  
Name (type or print)

Alan D. Sadowsky  
Signature

Carmy Jani  
Signature

Alan D. Sadowsky, PhD  
Typed Name

Tammy Lampi  
Name (type or print)

Senior Vice President  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(corp. seal)

By \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By [Signature]  
Department Director

## SCOPE OF WORK

## USE OF FACILITY AGREEMENT BETWEEN COUNTY AND FACILITY

The Division of Senior Services (DOSS) operates congregate dining sites for the elderly. These sites are located in residences for the elderly, community centers, and senior centers. Owners of these facilities donate space to DOSS and no charge is required to reimburse the owners for use of these facilities.

The PROVIDER is willing to provide a building for a congregate dining site at MORSELIFE HOME CARE INC., located at 4847 Fred Gladstone Drive, West Palm Beach, FL 33417, year round, Monday through Friday, excluding holidays, based on the following conditions.

The PROVIDER shall:

1. Furnish all kosher meals and necessary food service related supplies such as napkins, table coverings, paper towels, and table service, including plates, cups, and silverware, subject to the availability of funds through the COUNTY.
2. Provide written evidence (copies of current licenses/certifications) that shows that the PROVIDER holds the following:
  - a. State and Local Licenses. Provide copy of state and local license for commissary(s) to be utilized during the term of the agreement.
  - b. Local Kashruth Supervision. Provide proof of certificate/license from local Community Kashruth that supervises all products and production of kosher meals at PROVIDER'S commissary(s) to be utilized during the term of the agreement.
  - c. Licensed Registered Dietitian. Provide the name, address, phone number, and copy of Commission of Dietetic Registration (CDR) and any other professional affiliations for the person (on staff or contracted) responsible for preparation of kosher menus during the term of the agreement.
  - d. Food Service Manager Certification. Provide copies for all staff responsible for overseeing the preparation and delivery of kosher meals during the term of the agreement.
3. Provide a copy of written Sanitation Program that meets/exceeds the minimum requirements of all governmental agencies authorized to inspect or accredit the food service program.
4. Provide a copy of written plan for provision and delivery of kosher meals in the event of a hurricane or other disaster.
5. Offer any brand/manufacture which meets or exceeds the nutritional value as specified in this document. Provide proof that all meat and poultry meet United States Department of Agriculture (USDA) approved Grade A or better in accordance with Florida Statute 287.0822, October 2005, and that they are purchasing from vendors who provide name brand products that meet/exceed those offered by suppliers such as Henry Lee, Sexton, Cheney Brothers, Inc., SYSCO, etc. The COUNTY reserves the right to determine acceptance of offered item(s) and is not required to pay for food not meeting the proper specifications.
6. Bill the COUNTY weekly for all kosher meals by delivering invoices, plus one copy, to Division of Senior Services (DOSS) Nutrition Department, 810 Datura Street, Suite 300, West Palm Beach, Florida 33401, no later than 3:00pm Thursday of each week for the preceding week (Monday through Friday).
7. Adhere to the following menu requirements:
  - a. Menu Planning: Menus shall be planned and provided to the COUNTY no less than six calendar weeks in advance of implementation; along with corresponding computer assisted nutrient analysis. They should include the name and title of the person who completed the menus and the name, title and signature of the person who approved the menus.
  - b. Menu Cycle: A menu cycle shall be no less than four weeks in rotation of

different food combinations to assure variety of colors, flavors, and textures. Cycle menus shall run for a maximum of six months before changing. Food items should not be repeated on consecutive days or consecutive days of the week.

- c. Menu Revisions: Appropriate suggestions for menu revisions, as required, will be given to the PROVIDER at least two weeks prior to scheduled menu implementation.
- d. Menu Corrections: Corrected menus must be resubmitted to the COUNTY within one week of receipt of comments or as otherwise directed.
- e. Menu Retention: Approved menus shall be followed as written.
- f. Menu Substitutions: Menu substitutions shall be minimal, but are allowed if they are from the same food group and provide equivalent nutritional value and they are approved by the COUNTY'S Qualified Dietician prior to use.
- g. Menu Development: Menus should be developed with consideration for the:
  - o Special needs of the elderly,
  - o Religious, ethnic, cultural, and regional dietary practices or preferences of clients, if reasonable and feasible,
  - o Variety of food and preparation methods including color, combinations, texture, size shape, taste, and appearance,
  - o Seasonal availability of foods,
  - o Availability of equipment of food preparation or meal delivery service, and
  - o Budget.
- h. Menu Development Methods: Menus may be designed/developed using either computer assisted nutrient analysis or component meal pattern:
  - o All meals regardless of development method will provide each participating older individual a minimum of 33 1/3 % of the current Dietary Reference Intake (<http://www.aoa.dhhs.gov/prof/aoaprogram/nutrition/nutrition.asp>) and comply with the current Dietary Guidelines for Americans. The values required meet the nutritional needs of a moderately active 70+ year old female (reference USDA My Pyramid Food Intake Pattern).
  - o The Computer Assisted Nutrient Analysis Menu Development must comply with the following:
    - The most recent edition of the Dietary Guidelines for Americans, published by the Secretary of Health and Human Services and the Secretary of Agriculture (<http://www.healthierus.gov/dietaryguidelines>).
  - o Providing a minimum of 33 1/3 % of the Dietary Reference Intake/Adequate Intake (DRI/AI) for a moderately active 70+ female as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, if one meal is provided per day.
  - o Applicable provisions of state or local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of meals to an older individual. Ref. Chapter 64-E-11-Food Hygiene, Florida Administrative Code (<http://fac.dos.state.fl.us>).
- i. The Component Meal Pattern should comply with the following:
  - o Identify the following target nutrients on the menu:
    - At least 25 mg of Vitamin C per meal.
    - At least 250 ug of Vitamin A at least three times per week.
  - o Include whole grains and high fiber foods as much as possible.
  - o Use fortified foods to meet Vitamin B12 needs.
  - o Make nutrient dense foods and fortified and enriched products a priority.
- j. Food Group Components:
  - o Bread or Bread Alternative:
    - a. A serving of bread is generally:
      - i. 1 slice (1 ounce),
      - ii. 1/2 cup pasta or grain product, or
      - iii. 1 ounce ready to eat cereal.

- b. A variety of enriched and/or whole grain bread products, particularly those high in fiber are recommended.
  - c. Limit high fat bread and bread alternative selections such as biscuits, quick bread, muffins, cornbread, dressings, croissants, fried hard tortillas, and other high fat crackers.
  - d. Bread alternatives do not include starchy vegetables such as potatoes, sweet potatoes, corn, yams, or plantains. These foods are included in the vegetable group.
- o Vegetable:
    - a. A serving of vegetable (including dried beans, peas, lentils, lima beans, potato, plantains, sweet potato, and corn) is generally:
      - i. 1 cup raw leafy vegetable,
      - ii. ½ cup cooked, drained, or raw vegetable, or
      - iii. ¾ cup 100% vegetable juices (a ½ cup juice pack may be counted as serving if a ¾ cup pre-packaged serving is not available).
    - b. Fresh or frozen vegetables are preferred.
    - c. Vegetables as a primary ingredient in soups, stews, casseroles or other combinations dishes should total ½ cup per serving.
  - o Fruit:
    - a. A serving of fruit is generally:
      - i. 1 (4 ounces) apple, banana, kiwi, orange, peach, or pear,
      - ii. 2 (8 ounces) plums or tangerines,
      - iii. ¾ cup blueberries or blackberries,
      - iv. 1 cup cantaloupe cubes,
      - v. ¾ cup grapefruit sections,
      - vi. ¾ cup fresh pineapple,
      - vii. 1 ¾ cup whole strawberries or cubed watermelon,
      - viii. ½ cup chopped, cooked, frozen, or canned drained fruit,
      - ix. ¾ cup 100% fruit juice (a ½ cup juice pack may be counted as serving if a ¾ cup pre-packaged serving is not available),
      - x. 2 tablespoons raisins, or
      - xi. 3 dried prunes or dates.
    - b. Frozen or canned fruit must be packed in juice or water.
  - o Milk or Milk Alternative:
    - a. One cup low-fat, fat-free, buttermilk, low-fat chocolate milk, or lactose-free milk fortified with Vitamins A and D should be used. Milk should be served from its original container, usually 8 ounces in size.
    - b. Low-fat or fat-free is recommended for the general population.
    - c. Powdered dry milk or evaporated milk may be served at the meal site but not for the main meal except for cultural or religious reasons. Each powdered milk or evaporated milk serving size must be equivalent to one cup of milk. Powdered milk may be used with emergency meals.
    - d. Milk alternatives may be provided in place of milk. Alternatives to one cup of milk include:
      - i. 1 cup yogurt,
      - ii. 1 ½ ounce hard cheese (Cheddar, Monterey, Provolone, Colby, American

Mozzarella, Swiss, Parmesan) or 2 ounces processed cheese (American),

- iii. 8 ounces tofu (processed with calcium salt),
- iv. 1 ½ cup ice milk / ice cream,
- v. 1 ½ cup cottage cheese 1% fat, or
- vi. 1 ½ cup custard.

o Meat or Meat Alternative:

- a. All meats and poultry used in the preparation of meals shall be Kosher.
- b. Three ounces edible portion of meat, poultry, fish, or meat alternative (or a combination with other high protein foods) should be provided for each meal. Meat serving weight is the edible portion, not including skin, bone, or coating. A one ounce equivalent of a meat alternative includes:
  - i. 1 egg,
  - ii. ½ cup cooked dried beans, peas, or lentils,
  - iii. 2 tablespoons peanut butter or 1/3 cup nuts,
  - iv. ¼ cup cottage cheese,
  - v. ¼ cup tuna fish, drained,
  - vi. ½ cup tofu, or
  - vii. 1 ounce cheese (nutritionally equivalent measure of pasteurized process cheese food, cheese spread, or other cheese product).
- c. Except to meet cultural and religious preferences and for emergency meals, avoid using dried beans, peas or lentils, peanut butter or peanuts, and tofu for consecutive meals or on consecutive days.
- d. Cooked dried beans, peas, or legumes intended as the meat alternative for any meal may not also count toward the fruit/vegetable requirement for the same meal.
- e. Nuts and seeds may be used to meet no more than one-half of the meat alternative meal requirements and must be appropriately combined with other meats/meat alternatives to fulfill the requirement.
- f. Cured meat products, such as ham, smoked or polish sausage, corned beef, dried beef, luncheon meats, and hot dogs are very high in sodium and the use of these type products must be limited to no more than once a week. Bacon is not considered a meat alternate since it provides fat and sodium and few other nutrients.
- g. Vegetable protein products or textured vegetable protein (VPP or TVP) are low cost alternatives and are effective in increasing the protein intake of program clients. The recommended ratio of protein product to meat is 20:80.
- h. Imitation cheese (which the Food and Drug Administration defines as one not meeting nutritional equivalency requirements for the natural, non-imitation product) cannot be served as meat alternatives.
- i. Red meat (beef, pork, etc.) and poultry (turkey, chicken) hot dogs/frankfurters:
  - i. One ounce of product provides one ounce of cooked lean meat for hot dogs containing meat by products, cereals, binders, or extenders.
  - ii. Hot dogs containing meat by products, cereals, binders, or extenders are not acceptable on an ounce for ounce basis.

- iii. If using hotdogs containing extenders or binders, then only the cooked lean meat portion of the product can be used toward the Meat/Meat Alternate (M/MA) requirement.
    - o Accompaniments, Condiments, and Product Substitutes:
      - a. Include traditional meal accompaniments as appropriate, e.g. condiments, spreads, and garnishes. Whenever feasible, provide reduced fat alternatives.
      - b. Salt substitutes shall not be provided. Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt, and sugar may be provided, but shall not be counted as fulfilling any part of the nutritive contents.
      - c. Sugar, condiments, seasonings, or dressings intended for self-service use shall be provided only in individual packages or from dispensers that protect their contents.
      - d. Use low sodium version of high sodium foods when available and feasible.
    - o Fat:
      - a. Minimize use of fat in food preparation. Fats should be primarily monounsaturated and polyunsaturated vegetable oils, such as olive, peanut, corn, safflower, canola, cottonseed, and soybean oils. Eliminate use of palm oil and coconut oil in food preparation.
      - b. The use of butter or fortified margarine as a spread for the bread is optional because of the emphasis on reducing fat content of the meals.
    - o Desserts:
      - a. Desserts may be provided as an option to satisfy the caloric requirements or for additional nutrients.
      - b. Preferred desserts include fresh, frozen, or canned fruit packed in their own juice and low fat products made with whole grains and/or low fat milk.
      - c. Pudding made with low fat milk, low fat ice cream, ice milk, or frozen yogurt may be served where feasible due to the increased calcium needed by the elderly.
      - d. High fat baked goods such as brownies, cakes, cobblers, cookies, pies, should be limited to once a week.
8. Upon request from PBC Division of Senior Services, provide Hurricane / Disaster Box (five Shelf Stable Meals with six pack of water, 16 ounces each) at the beginning of the Hurricane Season and Holiday Meal (Shelf Stable Meals) for Thanksgiving and Christmas. Shelf Stable meals must meet the following guidelines:
- a. Nutrient content of the meal must meet all requirements of the program and be approved by the COUNTY's Qualified Dietician.
  - b. Only top-grade, non perishable foods in intact packages shall be included.
  - c. Cans are to be easy open, with pull tabs whenever possible.
  - d. All individual foods packages are to be labeled with expiration dates.
  - e. All foods must be shelf stable.
  - f. Fruit and vegetable juices are to be 100% pure juices.
  - g. Dried fruit must be packed in airtight container.
  - h. When applicable, easy-to-read preparation instructions should be included.
9. Provide special meals for the Seder and Passover.



10. Deliver meals to the designated dining area between 10:30am and 11:30am.
11. Adhere to the following temperature / appearance requirements:
  - a. All food shall be prepared and delivered to the dining area in a manner to preserve optimum flavor and appearance while retaining nutrients and food value.
  - b. Hot food shall be delivered at a temperature of 140 degrees F or higher, neutral foods shall be delivered at room temperature, cold foods shall be delivered at a temperature of 41 degrees F or lower, and frozen foods shall be delivered at 20 degrees F or lower.
  - c. Random temperature checks shall be made regularly by the PROVIDER to assure that all food is delivered at the proper temperature. Records of such temperature checks shall be maintained by the PROVIDER and monitored by the COUNTY.
12. Acknowledge that the meals provided by Palm Beach County Board of County Commissioners program is funded through the Older American's Act (OAA) and sponsored by the State of Florida Department of Elder Affairs and Area Agency on Aging Palm Beach Treasure Coast, Inc. when advertising.

The COUNTY shall:

1. Reimburse the PROVIDER an amount per kosher meal, including all necessary food service related supplies, as detailed in Exhibit "B," subject to the availability of funds by the COUNTY.
2. Monitor daily temperature checks to assure that all food is delivered and served at the proper temperatures.
3. Provide a site manager.
4. Provide training and oversight for the site manager and volunteers recruited to work at the meal site in site management, sanitation, food portioning, and required paperwork.
5. Have access to the kitchen/food preparation, serving, and dining areas, including use of the sinks, refrigerator, freezer, and a locked storage area in the kitchen/food preparation and/or serving areas and tables and chairs in the designated dining area.
6. Have access to a telephone, filing cabinet and computer for use while on site for work related activities
7. Install or store any property and/or fixtures, as necessary, which shall remain the property of the COUNTY and may be removed at the COUNTY's discretion.
8. Assess meal site participants initially and annually per OAA grant standards.
9. Collect and deposit contributions toward the cost of the meal service.
10. Provide nutrition education, planned by the COUNTY's Qualified Dietician, at least once monthly in written and/or verbal form.
11. Provide nutrition counseling, by the COUNTY's Qualified Dietician, to advise and guide persons who are at a nutritional risk because of their poor health, nutritional history, current dietary intake, medication use, or chronic illness, as needed.
12. Monitor the meal site periodically in regard to compliance with OAA grant standards
13. Conduct a client satisfaction survey at least once annually.
14. Days of Operation Five (5) days per week, Monday through Friday, exclusive of the following holidays:

New Year's Day  
 Martin Luther King, Jr. Day (3<sup>rd</sup> Monday in January)  
 President's Day (3<sup>rd</sup> Monday in February)  
 Memorial Day (last Monday in May)  
 Independence Day  
 Labor Day (1<sup>st</sup> Monday in September)  
 Columbus Day (2<sup>nd</sup> Monday in October)  
 Veteran's Day  
 Thanksgiving Day  
 Floating Holiday (Day after Thanksgiving)  
 Floating Holiday (Day before or after Christmas)  
 Christmas Day

## SCHEDULE OF PAYMENTS

PROVIDER will be required to adhere to the billing/invoice procedures for all services.

- A. Bills/invoices will be submitted electronically on a weekly basis.

### Sample Schedule of Payment

Service Date From:	Service Date to:	Invoice Due Date:
Monday, May 12, 2014	Friday, May 16, 2014	Thursday, May 22, 2014

- B. For billing purposes, a unit of service is one (1) meal served. Payment for services will only be made if services are actually rendered.

C. Invoices must:

- a. Correspond with the number of meals ordered, Daily Congregate Report.
- b. Must be dated.
- c. Be on paper no larger than 8-1/2 by 11 inches.
- d. Contain and be separated by Summary Totals:
  1. Site(s) (provided by DOSS)
  2. Product (item description summary of all meal sites items)
  3. Meal types
  4. Summary totals (all meal sites)
  5. Unit Totals (all meal sites)
  6. Unit Price (price for each meal)
  7. Amount (total amount for all meal sites)
  8. Grand totals (all meal sites)
  9. Payment Amount (all meal sites)
- e. Contain and be separated by site and day:
  1. Invoice number
  2. Invoice Date
  3. Price per unit
  4. Total Amount
- f. Each invoice must be uniquely numbered and clearly identifiable.
- g. All invoices for late billing must be clearly marked on the invoice.

D. Hard copies of the invoices must list.

1. Legal Vendor Name and Address
2. Date of service
3. Cost per unit of service
4. Total charge per invoice

E. Late Billings/Disallowments

1. Late billings will be honored only if billing is received within fourteen (14) days of the date the service was delivered.
2. Disallowments must be resubmitted by the 15<sup>th</sup> of the month subsequent to the month in which services were provided. Re-billing beyond this date will be denied. Vendors will not be able to resubmit for previously denied late billing until the end of the grant/program year. Payment for these late invoices will be made based on availability of funds.
3. All invoices for services rendered prior to grant/program year end must be submitted within seven (7) days after the grant year ends. Payment for these late invoices will be made based on availability of Grant/Program funds. No payment will be made for any invoices submitted after this seven (7) day period. DOSS will advice of dates for any new program.

Grant	Begins	Ends	Year End Billing Due
OAA/O3C1	January 1st	December 31st	January 7th
PBC-ACFP/PBC-1	October 1st	September 30 <sup>th</sup>	October 7th

4. All disallowed items being submitted for payment must be resubmitted on a new invoice clearly identify by adding an "R" to the original invoice number.
5. Any invoices with more than eight (8) errors will be returned unpaid to the vendor for correction and regular time limitations will apply. Returned invoices must be identified by adding an "R" to the original invoice number when resubmitted.

**KOSHER CONGREGATE MEAL COST**

Description	Price Per Meal	Estimated Number of Meals (*)	Total
Hot	\$4.93 Per Meal	X 4,280	\$21,100
Hurricane / Disaster Box (five Shelf Stable Meals with six pack of water, 16 ounces each)	\$3.76 Per Meal	X 20	\$75
Holiday Meal (Shelf Stable Meals)	\$3.76 Per Meal	X 260	\$978
			\$22,153

All of the above shall include supplies.

\*Estimated twelve (12) month quantities.



MORSE-2

OP ID:

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bruce Gendelman Co., Inc. Suite 101 500 W Brown Deer Rd Milwaukee, WI 53217 Bruce Gendelman		<b>CONTACT NAME:</b> Linda S Anderson ext 44 <b>PHONE (A/C, No, Ext):</b> 262-478-1000 <b>E-MAIL ADDRESS:</b> landerson@gendelman.com <b>FAX (A/C, No):</b> 262-478-1001	
<b>INSURED</b> MorseLife Home Care, Inc. 4847 Fred Gladstone Drive West Palm Beach, FL 33417		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Columbia Casualty Company NAIC # 31127 INSURER B : Continental Casualty Company 20443 INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> RETRO DATE 4/1/00 <input checked="" type="checkbox"/> PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	5086867889	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDE PROF LIAB \$ 1 Mil/3 M
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		5086867875	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0		5086990768 GL/PL	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EXCESS AUTO		5086990771	04/01/2015	04/01/2016	EA OCCUR 5,000,000 AGGR 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured. "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.

See attached for list of Named Insureds.

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County Board of County Commissioners  
 c/o Comm Svcs Dept-Div Sr Svcs  
 810 Datura Street, #300  
 West Palm Beach, FL 33401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Bruce Gendelman*



# CERTIFICATE OF LIABILITY INSURANCE

MORSE-1

OP ID: JF

DATE (MM/DD/YYYY)

08/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Bouchard-Clearwater 101 Starcrest Drive P O Box 6090 Clearwater, FL 33758-6090 J Welch; T McWhirter; J Beck	Phone: 727-447-6481 Fax: 727-449-1267	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: <b>clcerts@bouchardinsurance.com</b>	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Lola & Saul Kramer Senior Services Agency, Inc. & MorseLife Clinical Staffing Corp & MorseLife Home Care, Inc 4847 Fred Gladstone Dr West Palm Beach, FL 33417	<b>INSURER A : Amerisure Insurance Company</b>		<b>19488</b>
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<b>WC2081820</b>	<b>04/01/2015</b>	<b>04/01/2016</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

<b>PALM BEA</b>  <b>PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS</b> <b>C/O COMM SVCS DEPT-DIV SR SVCS</b> <b>810 DATURA STREET #300</b> <b>WEST PALM BEACH, FL 33401</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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**MorseLife**

Honoring Senior Living

**Memorandum regarding Authorized Agent/Representative**

This memorandum is to indicate that Alan D. Sadowsky, Ph. D., continues to act as Agent of MorseLife Home Care, Inc., with authority to execute contracts with all providers working on its behalf.

 4/15/15

Hong S. Chae  
Chief Financial Officer  
MorseLife Home Care, Inc.

**Marilyn & Stanley M. Katz Seniors Campus**

4847 Fred Gladstone Drive, West Palm Beach, FL 33417, tel: 561-471-5111, fax: 561-683-4556 [www.morselife.org](http://www.morselife.org)