

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2017 | 2018 | 2019 | 2020 | 2021 |
|--------------------------|------------|--------------|--------------|------|------|
| Capital Expenditures | | | | | |
| Operating Costs | 5,538 | 22,153 | 16,615 | | |
| External Revenue | (4,984) | (19,938) | (14,953) | | |
| Program Income | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | 554 | 2,215 | 1,662 | | |

| | | | | | |
|---|--|--|--|--|--|
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |
|---|--|--|--|--|--|

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:

J. D.
For Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

[Signature] 6/11/17 [Signature] 6/11/17
OFMB Ex 5/31 2017 Contract Development and Control
6/11/17

B. Legal Sufficiency:

Helene C. ...
Assistant County Attorney

C. Other Department Review:

Department Director

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

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USE OF FACILITY AGREEMENT

This agreement is made on this _____ day of _____, 2017 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County 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 FACILITY, whose Federal I.D. is 59-2753822 and whose address is 4847 Fred Gladstone Drive, West Palm Beach, FL 33417, hereinafter referred to as the FACILITY.

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

ARTICLE 1 - SERVICES

The FACILITY'S responsibility under this Agreement is to provide, at no charge, the facility located at 4847 Fred Gladstone Drive, West Palm Beach, FL 33417 for a congregate dining site and to provide volunteer management as more specifically set forth in the Scope of Work detailed in Exhibit "A" and Exhibit "C".

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

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

ARTICLE 2 - SCHEDULE

The FACILITY shall commence services on July 7, 2017 and complete all services by July 6, 2019.

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

ARTICLE 3 – USE OF FACILITY

The FACILITY will allow the COUNTY to utilize the facility identified in Article I without the need for any payment by the County to the FACILITY.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the FACILITY 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 FACILITY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the FACILITY. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the FACILITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders relating to the performance of the terminated work.

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- 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 5 - PERSONNEL

The FACILITY 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 herein under shall be performed by the FACILITY or under its supervision, and all personnel (and all volunteers) 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 FACILITY's key personnel (and all volunteers), 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 FACILITY's warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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

ARTICLE 6 - 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 7 - INSURANCE

- A. FACILITY 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. FACILITY 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 FACILITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by FACILITY under the Agreement.
- B. **Commercial General Liability** FACILITY 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. FACILITY shall provide this coverage on a primary basis.

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- C. **Worker's Compensation Insurance & Employers Liability** FACILITY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. FACILITY shall provide this coverage on a primary basis.
- D. **Professional Liability** FACILITY 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 FACILITY most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, FACILITY 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, FACILITY shall purchase a SERP with a minimum reporting period not less than 3 years. FACILITY shall provide this coverage on a primary basis.
- Additional Insured** FACILITY 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." FACILITY shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Waiver of Subrogation** FACILITY 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 FACILITY 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 FACILITY enter into such an agreement on a pre-loss basis.
- F. **Certificate(s) of Insurance** Prior to execution of this Agreement, FACILITY 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
c/o Community Services Department
Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

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- G. **Umbrella or Excess Liability** If necessary, FACILITY may satisfy the minimum limits required above for 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.
- H. **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 8 - INDEMNIFICATION

FACILITY 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 FACILITY.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

The COUNTY and the FACILITY 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 FACILITY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 10 - 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 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 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 FACILITY.

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ARTICLE 11 - CONFLICT OF INTEREST

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

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

ARTICLE 12 - EXCUSABLE DELAYS

The FACILITY 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 FACILITY 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 FACILITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the FACILITY'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 13 - ARREARS

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

ARTICLE 14 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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 FACILITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required

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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 15 - INDEPENDENT AGREEMENTOR RELATIONSHIP

The FACILITY 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 FACILITY'S sole direction, supervision, and control. The FACILITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the FACILITY'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 FACILITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 16 - CONTINGENT FEES

The FACILITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FACILITY 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 FACILITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 17 - ACCESS AND AUDITS

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 FACILITY'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 Agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the FACILITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement 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.

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ARTICLE 18 - NONDISCRIMINATION

The FACILITY 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.

FACILITY 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 FACILITY 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 FACILITY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 19 - AUTHORITY TO PRACTICE

The FACILITY 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 20 - 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 21 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the FACILITY 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 22 - 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 FACILITY of the COUNTY'S notification of a contemplated change, the FACILITY shall, in writing and advise the COUNTY if the contemplated change shall affect the FACILITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the FACILITY 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.

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If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the FACILITY shall not commence work on any such change until such written amendment is signed by the FACILITY and approved and executed on behalf of Palm Beach County.

ARTICLE 23 - 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, Florida 33401

If sent to the FACILITY, 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

ARTICLE 24 - ENTIRETY OF AGREEMENT

The COUNTY and the FACILITY 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 25 - CRIMINAL HISTORY RECORDS CHECK

If FACILITY'S employees or subcontractors are required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the FACILITY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The FACILITY 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 FACILITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

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- D. Upon completion of the Agreement the FACILITY shall transfer, at no cost to the County, all public records in possession of the FACILITY 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 FACILITY transfers all public records to the County upon completion of the Agreement, the FACILITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the FACILITY keeps and maintains public records upon completion of the Agreement, the FACILITY shall meet all applicable requirements for retaining public records. All records stored electronically by the FACILITY 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 FACILITY to comply with the requirements of this article shall be a material breach of this Agreement. 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. FACILITY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE FACILITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FACILITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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 29 - PAYMENTS TO FACILITY

- 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 FACILITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The FACILITY will bill the COUNTY on a weekly basis, or as otherwise provided, at the amounts set forth in Exhibit "C" 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 FACILITY 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

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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 in an amount per kosher meal, including all necessary food service related supplies, as detailed in Exhibit "C," subject to the availability of funds by the COUNTY up to an amount not to exceed forty-four thousand three hundred and six Dollars (\$44,306) and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "C". 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 FACILITY will clearly state "final invoice" on the FACILITY 'S final/last billing to the COUNTY. This shall constitute FACILITY'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 FACILITY.

Remainder of page intentionally left blank.

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EXHIBIT A

SCOPE OF WORK

USE OF FACILITY AGREEMENT BETWEEN COUNTY AND FACILITY

The COUNTY operates congregate dining sites for the elderly north of Hypoluxo Road to the Martin County line. These sites are located in residences for the elderly, community centers and senior centers. Owners of these facilities donate space to the COUNTY and no charge is required to reimburse the owners for use of these facilities.

The FACILITY shall provide space for a congregate dining site located at MORSELIFE HOME CARE INC., located at 4847 Fred Gladstone Drive, West Palm Beach, FL 33417 on the following days of the week, Monday through Friday from the time 11:00 a.m. to 1:30 p.m., excluding county holidays as detailed in Exhibit "B". The following provisions shall be rendered by the FACILITY:

1. A meal site space, which includes bathrooms that shall be handicapped accessible.
2. There shall be no cooking of food by the COUNTY at the aforementioned meal site.
3. The kitchen provided by the FACILITY shall include the use of:
 - a. a sink with cold and hot running water capable of maintaining water temperature of 100 degrees,
 - b. a refrigerator capable of maintaining required food temperatures,
 - c. a lockable storage closet/pantry in or in close proximity to the kitchen of adequate size for all program supplies needed, and
 - d. tables and chairs in the designated dining area.
4. The FACILITY shall be responsible for timely maintenance and repairs necessary for the proper functioning of said equipment.
5. The FACILITY shall provide a steam table or comparable equipment to maintain proper temperatures of hot food prior to service.
6. The FACILITY shall provide the correct electrical requirements for said hot-holding equipment.
7. All food and necessary food service related supplies, including food containers, utensils and paper products shall be furnished by the FACILITY or through its designated food service vendor.
8. Any property and/or fixtures installed or stored at the site by the COUNTY shall remain the property of the COUNTY and may be removed at the COUNTY's discretion.
9. The COUNTY shall be responsible to provide training to volunteers recruited to work at the meal site in topics that include at a minimum; site management, sanitation, food

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portioning, fire safety, and required paperwork. Staff and volunteers shall be trained prior to assuming food service assignments.

10. The COUNTY shall monitor the meal site periodically in regard to compliance with Older American's Act (OAA) grant standards, assemble and direct a site Advisory Council and conduct a client satisfaction survey once annually.
11. The COUNTY shall provide nutrition education, planned by the COUNTY's registered dietitian, at least once monthly and nutrition counseling, conducted by the COUNTY's registered dietitian, as needed.
12. The COUNTY requires a guaranteed number of volunteer employees present at each meal service in relative proportion to the number of meal recipient reservations.
13. The FACILITY shall be responsible for recruitment of volunteers to work the meal site as well as the continued maintenance of a viable volunteer/substitute volunteer list. **Failure to supply an adequate number of volunteer workers will place continuation of the congregate meal program at risk.**
14. The COUNTY reserves the right to excuse from service any volunteer that cannot reasonably complete duties as trained or creates a hostile environment for others.
15. The FACILITY shall be required to replace a dismissed volunteer in a reasonable amount of time. The FACILITY will provide meal service support on a limited, temporary capacity only for excused or absent volunteer workers.
16. The FACILITY shall engage in an active marketing program to attract meal program participants. A minimum of 15 program participants attending meal service is required for continuance of the meal program. Continuance of attendee headcounts below 15 may require the cancellation of the congregate meal program at facility.
17. The FACILITY shall provide meal site staff and volunteers with access to:
 - a. a telephone,
 - b. fax machine,
 - c. copier,
 - d. filing cabinet and
 - e. computer for use while on site for meal site related activities.
18. The FACILITY shall be responsible for the safe storage on site of all program related documents.
19. The COUNTY and the FACILITY shall acknowledge that the meals provided by Palm Beach County Board of County Commissioners are funded through the OAA and sponsored by the State of Florida Department of Elder Affairs and Area Agency on Aging Palm Beach Treasure Coast, Inc. when advertising.

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20. The COUNTY will provide a closed slotted locked box for the collection of voluntary contributions to the cost of the congregate meal program from registered clients. The COUNTY shall retain sole possession of the key to the contribution box. The COUNTY shall remove the contributions collected in the presence of a volunteer and/or FACILITY employee. Contributions collected shall be documented on a weekly basis on the Congregate Weekly Contribution Receipt form in ink with the date and amount of funds collected and signed by the COUNTY site manager and volunteer and/or FACILITY employee. A copy of the completed Congregate Weekly Contribution Receipt form is kept by the FACILITY'S designated employee. The Contribution box shall be double locked on a daily basis until the COUNTY employee collects contributions.
21. The FACILITY shall provide written evidence (copies of current licenses/certifications) that shows that the FACILITY 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 FACILITY'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 Florida Department of Health License 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.
22. The FACILITY shall 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.
23. The FACILITY shall adhere to 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>).
24. The FACILITY shall provide a copy of written plan for provision and delivery of kosher meals in the event of a hurricane or other disaster.
25. The FACILITY shall offer any brand/manufacturer 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

DOSS CONGREGATE MEAL SITE

determine acceptance of offered item(s) and is not required to pay for food not meeting the proper specifications.

26. The FACILITY shall 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).

27. The FACILITY shall 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. Menu development method can be either computer assisted nutrient analysis or component meal pattern.
- 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 FACILITY 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. 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 Dietitian prior to use.
- g. Menu Development: Menus should be developed with consideration for:
 - Healthy options to meet the nutritional needs of seniors;
 - Special needs of elderly diners such as food texture, food temperature and ease of eating the food served.
 - Religious, ethnic, cultural, and regional dietary practices or preferences of clients, if reasonable and feasible.
 - Variety of food and preparation methods including color, combinations, texture, size shape, taste, and appearance.
- h. Menu Development Methods: Menus may be designed/developed using either computer assisted nutrient analysis or component meal pattern. If utilizing Computer Assisted Nutrient Analysis Menu Development, documentation submitted to COUNTY must comply with the most recent edition of the Dietary Guidelines for Americans. Located at: www.health.gov/dietaryguidelines. 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. The following nutrients are required to be analyzed for each component of each menu item;

DOSS CONGREGATE MEAL SITE

calories, protein, fat, fiber, calcium, zinc, sodium, potassium, vitamin B6, vitamin B12, vitamin C and vitamin A (vegetable-derived/carotenoid sources) as shown in the following chart.

**NUTRIENT REQUIREMENTS FOR CONGREGATE MEAL PROGRAM, 33.34% DRI 2010
USDA DIETARY GUIDELINES**

| NUTRIENT | AMOUNT/ MEAL | WEEKLY AVERAGE AMOUNT** |
|-------------|-----------------------|-------------------------|
| Calories | 600 | |
| Protein | 30 g/ >14 g in entrée | |
| Fiber | 7 g | |
| Fat | 20 g | |
| Vitamin A | 233 ug | 1165 ug |
| Vitamin C | 25 mg | |
| Vitamin B6 | 0.5 mg | |
| Vitamin B12 | 0.8 mcg | 4.0 mcg |
| Calcium | 400 mg | |
| Zinc | 2.7 mg | 13.5 mg |
| Potassium | 1567 mg | 7834 mg |
| Sodium | <500 mg* | <2500 mg |
| Magnesium | 107 mg | 534 mg |

*No one meal shall exceed 1000 mg Sodium.

**Vitamin A, Vitamin B12, Zinc, Potassium, Sodium and Magnesium requirement can be averaged over the 5 meals of any one week of the cycle menu.

If utilizing the Component Meal Pattern method of development should FACILITY must comply with the following:

- Clearly identify the following target nutrients/menu items containing: at least 25 mg of vitamin C per meal and at least 250 mg of vitamin A at least three times per week.
- Include whole grains and high fiber foods as much as possible.
- Use fortified foods to meet Vitamin B12 needs of seniors.
- Make nutrient dense foods and fortified and enriched products a priority.

Dietary Guideline Meal Pattern Requirement For One Meal Per Day

| Food Group | Servings/ Meal |
|-------------------|---|
| Bread/ Grains | 1.7 servings; 1 cup pasta, rice or other whole grain or 2 slices of bread |
| Vegetables | 1.5 servings; ¾ cup cooked or 1 ½ cups raw |
| Fruits | ½ cup |
| Milk or Alternate | 8 ounce volume, to contain daily calcium and vitamin D requirement |

DOSS CONGREGATE MEAL SITE

| | |
|-------------------|---|
| Meat or Alternate | 1.7 serving; minimum 2 ounce edible portion |
| Fat | Optional; fats present in food should be low in cholesterol and saturated and trans fats |
| Dessert | Optional; fruit component of meal should be considered dessert. No concentrated sweets such as cake, cookies or pastry shall be served. |

28. 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 meal must meet all requirements of the program and be approved by the COUNTY's Qualified Dietitian.
 - 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.
29. Provide shelf stable meals to clients in advance of any meal site closure for county holiday as listed in Exhibit B.
30. Provide special Kosher for Passover meals during the Passover Holiday.
31. Deliver meals to the designated dining area between 10:30am and 11:30am.
32. 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. Monitoring of food temperatures shall be made by the FACILITY in total compliance with DOEA policies and procedures for The Congregate Meal Program. Records of such temperature checks shall be maintained by the FACILITY and a copy provided weekly to the COUNTY.

EXHIBIT B

COUNTY HOLIDAY SCHEDULE

New Year's Day

Martin Luther King, Jr. Day (3rd Monday in January)

President's Day (3rd Monday in February)

Memorial Day (last Monday in May)

Independence Day

Labor Day (1st Monday in September)

Columbus Day (2nd Monday in October)

Veteran's Day

Thanksgiving Day

Floating Holiday (Day after Thanksgiving)

Floating Holiday (Day before or after Christmas)

Christmas Day

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EXHIBIT C

SCHEDULE OF PAYMENTS

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

- A. Bills/invoices will be submitted electronically (email) 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 and/or Weekly Congregate Signature Roster.
- 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

DOSS CONGREGATE MEAL SITE

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 15th 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 advise of dates for any new program.

| Grant | Begins | Ends | Year End Billing Due |
|--------------|---------------|----------------------------|-----------------------------|
| OAA/O3C1 | January 1st | December 31st | January 7th |
| PBC-1 | October 1st | September 30 th | 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.

ANNUAL 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 (5 Shelf Stable Meals with 6 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.



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.

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

Client#: 19762

MORSELIF

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2017

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).

PRODUCER: Bouchard Insurance, Inc. 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481
CONTACT NAME:
PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): 727 449-1267
E-MAIL ADDRESS: clicerts@bouchardinsurance.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Amerisure Insurance Company NAIC #: 19488

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Complete Named Insured: The Joseph L. Morse Geriatric Center, Inc.; MorseLife Foundation, Inc. pka Jewish Home for the Aged of Palm Beach County Foundation, Inc.; Nearly New Thrift Shop of the Morse Geriatric Center, Inc.; Palm Beach Senior Care Health Management, LLC

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 33401-0000
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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NOTEPAD

INSURED'S NAME **MorseLife Home Care Inc**

MORSE-2
OP ID: LX

PAGE 2
Date **03/31/2017**

ADDITIONAL NAMED INSUREDS FOR ALL POLICIES UNLESS INDICATED OTHERWISE:
MorseLife Health System, Inc.; Joseph L. Morse Health Center, Inc.; The
Tradition of the Palm Beaches, Inc.; Lola & Saul Kramer Senior Services
Agency, Inc.; Friends of MorseLife, Inc.; MorseLife Foundation, Inc.;
MorseLife Therapy Corp.; MorseLife Home Care, Inc.; Palm Beach Senior Care
Health Management, LLC; The Nearly New Thrift Shop of the Morse Geriatric
Center, Inc.