

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: July 2, 2019   [X]  Consent   [ ]  Regular
                              [ ]  Ordinance [ ]  Public Hearing
Department
Submitted By:  Community Services
Submitted For: Division of Senior Services (DOSS)
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Use of Facility Agreement for Non-Governmental Entities with MorseLife Home Care Inc. (MorseLife), for the period July 7, 2019 through July 6, 2021, in an amount not to exceed \$44,306, to provide a kosher congregate meal site and kosher meals for seniors.

Summary: This agreement enables DOSS to operate a kosher congregate meal site for seniors at no cost to the County for space or energy usage. MorseLife provides kosher meals at the site to seniors who require kosher meals. MorseLife served 3,957 meals to 72 seniors in Calendar Year (CY) 2017 and served 3,264 meals to 55 seniors in CY 2018. The number of seniors served in any CY is based on attendance and attrition. The estimated number of meals to be served under this contract is 4,280. DOSS will reimburse MorseLife for the cost per meal. The estimated total cost of the meals is \$44,306 funded with County dollars. Sufficient funding is included in the current budget to meet County obligations. DOSS is responsible for providing services north of Hypoluxo Rd. The areas of service include the entire County, excluding portions of District 3, 4, 5 and 7 south of Hypoluxo Rd. The Mae Volen Senior Center, Inc. is responsible for providing services in the areas south of Hypoluxo Rd. **No additional County funds are required.** (Division of Senior Services) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Rd. (HH)

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

Attachments: Use of Facility Agreement for Non-Governmental Entities (3)
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Recommended By: J. Tarum 6/24/19
Department Director Date

Approved By: Nancy L. Bolton 6/26/19
Assistant County Administrator Date

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USE OF FACILITY AGREEMENT FOR NON-GOVERNMENT ENTITIES

This Agreement is made as of the _____ day of _____, 2019 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 FACILITY, whose Federal I.D. is 59-2753822.

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".

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

This agreement shall become effective when signed by all parties and approved by The Palm Beach County Board of County Commissioners. The term of this agreement shall be for a period of two (2) years, commencing on July 7, 2019, and terminating on July 6, 2021, unless sooner terminated as provided for herein.

Services shall be provided in accordance with the specifications provided in Exhibits "A-C".

ARTICLE 3 - 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 contract 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.

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- 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 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 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.
- E. In order to do business with Palm Beach County, the FACILITY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If the FACILITY intends to use sub-consultants, the FACILITY must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the FACILITY and all of its sub-consultants are registered in VSS.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the FACILITY upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the FACILITY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the FACILITY or without cause upon ten (10) business days written notice to the FACILITY. Unless the FACILITY is in breach of this Agreement, the FACILITY shall be paid for services rendered (if applicable) to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the FACILITY shall:

- A. Stop work on the date and to the extent specified.

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- 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 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 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 (including subcontractors, staff and 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 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 (including subcontractors, staff and 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

To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes, each party acknowledges and represents that it is self-insured for General Liability under Florida sovereign immunity statutes within the coverage limits allowed by law. To the extent FACILITY is not self-insured, the following shall apply:

- 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.
- 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's 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.
- E. **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.
- F. **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.

Certificate(s) of Insurance Prior to execution of this Agreement, FACILITY shall deliver to the COUNTY'S representative as identified in Article 23, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this

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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, Community Services Department
c/o: Division of Senior Services (DOSS)
810 Datura Street, Suite 300
West Palm Beach, FL 33401

- H. **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.
- 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 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 the 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.

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.

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ARTICLE 14 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT 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 FACILITY 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 15 - INDEPENDENT AGREEMENT OR 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 FACILITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) 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 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.

ARTICLE 18 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of agreements/contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the FACILITY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Contract, the FACILITY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the FACILITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the FACILITY retaliate against any person for reporting instances of such discrimination. The FACILITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The FACILITY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. FACILITY shall include this language in its subcontracts.

ARTICLE 19 - AUTHORITY TO PRACTICE

The FACILITY hereby represents and warrants that it has and will continue to maintain all licenses

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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.

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:

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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

Both 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 ~~23~~ Modifications of Work.

ARTICLE 25 - CRIMINAL HISTORY RECORDS CHECK

The FACILITY and its employees, subcontractors of the FACILITY and employees of the subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The FACILITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the FACILITY acknowledges that services include any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings, which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the FACILITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The FACILITY shall make every effort to collect the badges of its employees and its subcontractor's employees upon conclusion of the agreement and return them to the COUNTY. If the FACILITY or its subcontractor(s) terminates an employee who has been issued a badge, the FACILITY must notify the COUNTY within two (2) hours. At the time of termination, the FACILITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the FACILITY if the FACILITY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated FACILITY employee or subcontracted employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 26 - REGULATIONS; LICENSING REQUIREMENTS

The FACILITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. FACILITY 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 27 - SCRUTINIZED COMPANIES
million)

- A. As provided in F.S. 287.135, 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. **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 FACILITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by FACILITY, 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. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 28 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the FACILITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the FACILITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The FACILITY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The FACILITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

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the Agreement term and following completion of the Agreement, if the FACILITY does not transfer the records to the public agency.

- 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.

Remainder of page intentionally left blank.

DOSS CONGREGATE MEAL SITE

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and FACILITY 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: _____
Mack Bernard, Mayor

WITNESS:

Signature

FACILITY:
Morselife Home Care, inc
Company/Agency Name

Linda Sevicl
Name (type or print)


Signature


Signature

Alan D. Sadowsky
Typed Name

SUSAN KUESTER
Name (type or print)


CFO
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

DOSS CONGREGATE MEAL SITE

EXHIBIT "A"

SCOPE OF WORK

USE OF FACILITY AGREEMENT FOR NON-GOVERNMENT ENTITIES

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".

- I. The following provisions shall be rendered by the FACILITY:
 - A. A meal site space, which includes bathrooms that shall be handicapped accessible.
 - B. 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.
 - C. The proper voltage/electrical requirements for applicable hot-holding equipment.
 - D. A steam table or comparable equipment to maintain proper temperatures of hot food prior to service.
 - E. Cooking of food at the aforementioned meal site.
 - F. Food supplies, including food containers, utensils and paper products shall be furnished by the FACILITY or through its designated food service vendor(s).
 - G. A designated kitchen area that includes the following:
 - 1) A sink with cold and hot running water capable of maintaining water temperature of 100 degrees.
 - 2) A refrigerator capable of maintaining required food temperatures.
 - 3) A lockable storage closet/pantry in or in close proximity to the kitchen of adequate size for all program supplies needed.
 - 4) Tables and chairs in the designated dining area.
 - H. Maintenance/upkeep and repairs to the equipment being used as well as the facility.
 - I. 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 may place continuation of the congregate meal program at risk.

DOSS CONGREGATE MEAL SITE

EXHIBIT "A"

SCOPE OF WORK

USE OF FACILITY AGREEMENT FOR NON-GOVERNMENT ENTITIES

The following provisions shall be rendered by the FACILITY (cont'd):

- J. The FACILITY shall maintain an adequate number of volunteer employees required to be present at each meal service in relative proportion to the number of meal recipient reservations. 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.
- K. The FACILITY shall be required to replace dismissed volunteers in a reasonable amount of time.
- L. The FACILITY shall provide access to the following for meal site staff and volunteers:
 - 1) A telephone.
 - 2) A fax machine.
 - 3) A copier.
 - 4) A filing cabinet. adequate size for all program supplies needed, and
 - 5) A computer for use while on site for meal site related activities.
- M. The FACILITY shall provide meal service support on a limited, temporary capacity only for excused or absent volunteer workers.
- N. The FACILITY shall engage in an active marketing program to attract meal program participants. At the County's discretion, the County reserves the right to discontinue the congregate meal program at any time due to low attendance and/or program participation.
- O. 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>).
- P. 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.
- Q. The FACILITY shall adhere to any/all Background Screening requirements set forth by the Florida Department of Elder Affairs (DOEA). This includes conducting Level II Background Screenings for employees/staff (as applicable), providing those results to the COUNTY (including any/all screening updates) upon request, and for completing and returning the Background Screening Affidavit of Compliance (**ATTACHMENT A**).

EXHIBIT "A"

SCOPE OF WORK

USE OF FACILITY AGREEMENT FOR NON-GOVERNMENT ENTITIES

The following provisions shall be rendered by the FACILITY (cont'd):

- R. The FACILITY shall provide written evidence (copies of current licenses/certifications) that shows that the FACILITY holds the following:
- 1) State and Local Licenses - Provide copy of state and local license for commissary(s) to be utilized during the term of the agreement.
 - 2) 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.
 - 3) 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.
 - 4) 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.
- S. 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).

II. The following provisions shall be rendered by the COUNTY:

- A. The COUNTY shall provide training to volunteers recruited to work at the meal site in topics that include at a minimum; site management, sanitation, food portioning, fire safety, and required paperwork. Staff and volunteers shall be trained prior to assuming food service assignments. 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.
- B. The COUNTY shall be responsible for conducting Level II Background screenings for non-staff volunteers (as applicable) and for obtaining a Background Screening Affidavit of Compliance (**ATTACHMENT A**) and updates as applicable per the guidelines established by the Florida Department of Elder Affairs (DOEA).
- C. The COUNTY shall monitor the meal site periodically in order to maintain compliance with Older American's Act (OAA) grant standards, assemble and direct a site Advisory Council and conduct a client satisfaction survey once annually.

EXHIBIT "A"

SCOPE OF WORK

USE OF FACILITY AGREEMENT FOR NON-GOVERNMENT ENTITIES

The following provisions shall be rendered by the COUNTY (cont'd):

- D. 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.
- E. 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.

III. The following provisions shall be rendered by both the FACILITY and the COUNTY:

- A. 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 (DOEA) and the Area Agency on Aging (AAA) of Palm Beach Treasure Coast, Inc. when advertising.
- B. 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.

IV. 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.

EXHIBIT "A"

SCOPE OF WORK

USE OF FACILITY AGREEMENT FOR NON-GOVERNMENT ENTITIES

The FACILITY shall adhere to the following menu requirements (cont'd):

- 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 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; 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 five (5) meals of any one week of the cycle menu.

EXHIBIT “A”

SCOPE OF WORK

USE OF FACILITY AGREEMENT FOR NON-GOVERNMENT ENTITIES

The FACILITY shall adhere to the following menu requirements (cont’d):

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

- 1) 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.
- 2) Include whole grains and high fiber foods as much as possible.
- 3) Use fortified foods to meet Vitamin B12 needs of seniors.
- 4) Make nutrient dense foods and fortified and enriched products a priority.

DIETARY GUIDELINE MEAL PATTERN REQUIREMENTS FOR ONE (1) 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
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.

DOSS CONGREGATE MEAL SITE

EXHIBIT "A"

SCOPE OF WORK

USE OF FACILITY AGREEMENT FOR NON-GOVERNMENT ENTITIES

The FACILITY shall adhere to the following menu requirements (cont'd):

- I. Upon request from PBC Division of Senior Services, provide Hurricane / Disaster Box (five (5) Shelf Stable Meals with six (6) pack of water, 16 oz. 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:
 - 1) Nutrient content of meal must meet all requirements of the program and be approved by the COUNTY's Qualified Dietitian.
 - 2) Only top-grade, non-perishable foods in intact packages shall be included.
 - 3) Cans are to be easy open, with pull-tabs whenever possible.
 - 4) All individual foods packages are to be labeled with expiration dates.
 - 5) All foods must be shelf stable.
 - 6) Fruit and vegetable juices are to be 100% pure juices.
 - 7) Dried fruit must be packed in airtight container.
 - 8) When applicable, easy-to-read preparation instructions should be included.

- J. Menu Development: Menus should be developed with consideration for:
 - 1) Healthy options to meet the nutritional needs of seniors.
 - 2) Special needs of elderly diners such as food texture, food temperature and ease of eating the food served.
 - 3) Religious, ethnic, cultural, and regional dietary practices or preferences of clients, if reasonable and feasible.
 - 4) Variety of food and preparation methods including color, combinations, texture, size shape, taste, and appearance.

DOSS CONGREGATE MEAL SITE

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

DOSS CONGREGATE MEAL SITE

EXHIBIT "C"

SCHEDULE OF PAYMENTS

FACILITY 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		
Monday, August 12, 2019	Friday, August 16, 2019	Thursday, August 22, 2019

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. Include the date.
- 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. Be uniquely numbered and clearly identifiable.
- g. Be clearly marked on the invoice (for late billing).

EXHIBIT “C”

SCHEDULE OF PAYMENTS (cont'd)

D. Hard copies of the invoices must list:

1. Facility 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 15th of the month subsequent to the month in which services were provided. Re-billing beyond this date will be denied. Facility 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 Facility for correction and regular time limitations will apply. Returned invoices must be identified by adding an “R” to the original invoice number when resubmitted.

DOSS CONGREGATE MEAL SITE

EXHIBIT "C"

SCHEDULE OF PAYMENTS (cont'd)

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.



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

CERTIFICATE OF LIABILITY INSURANCE

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 have **ADDITIONAL INSURED** provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Bouchard Insurance 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: clcerts@bouchardinsurance.com		
INSURED MorseLife Health System, Inc. 4847 David S. Mack Drive West Palm Beach, FL 33417	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great American Alliance Ins		26832
	INSURER B:		
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCE44705400	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**** Complete Named Insured Schedule ****
 MorseLife Health System, Inc.
 MorseLife Foundation, Inc.
 Nearly New Thrift Shop of the Morse Geriatric Center, Inc.
 Palm Beach Senior Care Health Management, LLC
 (See Attached Descriptions)

CERTIFICATE HOLDER Palm Beach County Commission c/oCommunity Services Department Division of Senior Services 810 Datura Street #300 West Palm Beach, FL 33401	CANCELLATION 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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DESCRIPTIONS (Continued from Page 1)

MorseLife Housing Corporation, Inc.
Lola & Saul Kramer Senior Services Agency, Inc.
MorseLife Home Care, Inc.
MorseLife Hospice Institute, Inc.
The Joseph L. Morse Geriatric Center, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/17/2019

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 have ADDITIONAL INSURED provisions or 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 Bruce Gendelman Co., Inc. Suite 101 500 W Brown Deer Rd Milwaukee, WI 53217 Bruce Gendelman 262-478-1000	CONTACT NAME: Linda S Anderson ext 44 PHONE (A/C, No, Ext): 262-478-1000 FAX (A/C, No): 262-478-1001 E-MAIL ADDRESS: landerson@gendelman.com																					
INSURED MorseLife Home Care Inc 4847 David S Mack Drive West Palm Beach, FL 33417	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER B:</td> <td>Natl Union Fire Ins. Co of PA</td> <td>19445</td> </tr> <tr> <td>INSURER C:</td> <td>Landmark American Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Admiral Insurance Company	24856	INSURER B:	Natl Union Fire Ins. Co of PA	19445	INSURER C:	Landmark American Ins. Co.		INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

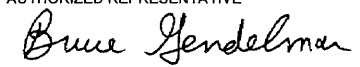
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		257AL19A1073AN	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input checked="" type="checkbox"/> RETRO DATE 4/1/00						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000	
	OTHER:						PROF LIAB \$ 1 mil/3 mil	
B	AUTOMOBILE LIABILITY			CA0875666	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$					
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$					
			PROPERTY DAMAGE (Per accident) \$					
A	UMBRELLA LIAB			257AL19A1073BN GL/PL	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 3,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	X				AGGREGATE \$ 3,000,000	
	DED						RETENTION \$ 0	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							OTH-ER	
If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N		N/A			E.L. EACH ACCIDENT \$	
C	EXCESS AUTO			LHA082619	04/01/2019	04/01/2020	E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

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 Palm Beach County Board of County Commissioners c/o Insurance Tracking Service PO Box 20270 Long Beach, CA 90801	CANCELLATION 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

MorseLife Home Care Inc
INSURED'S NAME

MORSE-2
OP ID: LX

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Date **06/17/2019**

ADDED NAMED INSUREDS: The following entities are also Named Insureds-
MorseLife Health System, Inc.; Joseph L. Morse Health Center, Inc.;
MorseLife Housing Corporation; Kramer Senior Services Agency, Inc.; The
Friends of MorseLife, Inc.; MorseLife Foundation, Inc.; The Nearly New
Thrift Shop, Inc.; MorseLife Hospice Institute, Inc.; MorseLife Home Care,
Inc.; Palm Beach Senior Health Care Management, LLC.