

# SITE AGREEMENT

## (MEMORANDUM OF UNDERSTANDING)

Between

**FLIPANY, Inc. and Northwest Focal Point Senior Center and Adult Daycare**

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This Site Agreement ("Agreement" or "MOU") is made and entered into as of **January 13, 2026**, in Dania Beach, Florida, by and between **FLIPANY, Inc.** ("FLIPANY" or "Provider"), located in Broward County, Florida, and **Northwest Focal Point Senior Center and Adult Daycare** ("Organization"), located at **6009 NW 10th Street, Margate, FL 33063**, also in Broward County, Florida.

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### RECITALS

WHEREAS, FLIPANY is the sponsoring agency of the Nutrition Program providing meals through the provisions of the Older Americans Act and meals under a payment for services operative agreement for Broward County's senior residents ; and

WHEREAS, Organization sharing the concern for the nutritional welfare of Broward County's senior residents and having space suitable for use as a meal site for the Nutrition Program and desiring to make available said space to the program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

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### 1. MEAL SERVICE LOCATION AND USE

1.1 The Organization agrees that FLIPANY will provide meals at the Organization's facility located at **6009 NW 10th Street, Margate, FL 33063**, for eligible participants of the Community/Senior Center Nutrition Program.

1.2 FLIPANY represents and assures that this location will not be used by FLIPANY or its participants for any purpose other than those associated with services required by the Nutrition Program.

1.3 In recognition of the vulnerability of the elderly population, FLIPANY does not permit outside groups or organizations to make presentations to Nutrition Program participants unless an in-service agreement has been executed and approved by FLIPANY.

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## 2. PRIVATE PAY MEALS

2.1 FLIPANY may provide meals for purchase at the facility for private-pay clients or for other uses deemed appropriate by the Organization.

2.2 FLIPANY does not guarantee compliance with Nutrition Program meal patterns or eligibility requirements for purchased meals.

2.3 Meals provided for purchase shall be the same meal served under the Nutrition Program.

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## 3. RESPONSIBILITIES OF THE ORGANIZATION

The Organization shall be responsible for the following:

**3.1 Insurance:** Procure and maintain, at its own expense, premises liability insurance with limits of not less than **\$1,000,000 per occurrence.**

**3.2 Space:** Provide donated space that is adequate, safe, environmentally comfortable, and sufficient for proper meal service. Meal service hours are **11:00 a.m. to 12:00 p.m.** The designated dining space for nutrition services is located in the dining area and occupies approximately **3000 square feet.**

**3.3 Meal Counts:** Collaborate with and verify accurate meal order counts with FLIPANY-designated representatives by **12:00 p.m. on the Friday two (2) weeks prior** to the requested week of meal delivery for eligible participants with reservations.

**3.4 Private Pay Orders:** Submit private-pay meal orders separately from Nutrition Program meals by the same deadline stated in Section 3.3.

**3.5 Meal Count Changes:** Submit any changes to meal counts no later than **Wednesday noon, prior to the week of delivery.** Failure to do so may result in the Organization being charged for meals originally ordered and not eligible for reimbursement

**3.6 Payment:** Be financially responsible for payment of all meals ordered, whether served or not served. All payments must be received by FLIPANY calendar days from receipt of invoice.

**3.7 Sanitation and Waste:** Provide for garbage removal and disposal and ensure that all sanitation requirements established by the Florida Department of Elder Affairs (DOEA) are met.

**3.8 Nutrition Education:** Provide adequate space and time, at a minimum of once per month, for required nutrition education conducted by a FLIPANY-approved instructor.

**3.9 Postings:** Post all required signage and posters supplied by FLIPANY, the Florida Department of Elder Affairs, and the Area Agency on Aging of Broward County, ensuring activities do not interfere with meal service.

**3.10 Incidents:** Assume responsibility for all incidents or accidents occurring outside the designated nutrition service space and/or established service hours.

**3.11 Staffing Coverage:** Assume meal service coverage if the FLIPANY Site Administrator is unavailable, under the guidance and agreement of FLIPANY management with approved, trained staff or volunteers.

**3.12 Volunteer:** Only individuals approved and authorized by FLIPANY may volunteer for meal service. All hours must be reported to FLIPANY.

**3.13 Supplies:** Use supplies provided by FLIPANY (cups, utensils, etc.) solely for approved meal service and not for the Organization's general use.

**3.14 Policies and Procedures Compliance:** Ensure compliance with all FLIPANY policies and procedures required under the Older Americans Act, DOEA, and Area Agency on Aging of Broward County, including but not limited to:

- Eligibility of enrolled participants aged 60 and over and their guests not enrolled in Managed Long-Term Care, PACE, or home-delivered meals; (participants under the aged 60 must meet all DOEA requirements);
- Rosters must accurately reflect the actual eligible participants receiving services and the numbers of meals served must total the numbers of meals ordered and received and signed for on FLIPANY's caterer delivery invoices;
- Completion and submission of intake and nutrition screening forms to FLIPANY;
- Visibility and proper handling of participant contribution boxes;
- Daily counting and return of contributions (at scheduled times) using FLIPANY-provided bank bags;
- Informing clients and caregivers of FLIPANY services;
- Ensuring staff and volunteers to wear identifying FLIPANY apparel, as appropriate;
- Limiting first aid to basic care (e.g., band-aids only);
- Posting required signage within meal service space.

**3.14 Utilities and Maintenance:** Pay all costs associated with utilities, garbage pickup, and routine maintenance of the premises.

**3.15 Regulatory Repairs:** Pay for any repairs or maintenance required by governmental agencies, including health, fire, or building inspections.

**3.16 Publicity:** Identify FLIPANY as the nutrition service provider in all written materials where the Nutrition Program is referenced.

**3.17 Holidays Closures:** Provide advance notice, at least two weeks prior, to FLIPANY, of holidays or other days the facility will be unavailable.

**3.18 Site Closure:** Any closure/shut down of site(s) must be communicated to FLIPANY at least two weeks prior to closure date, or as soon as possible, if less than two weeks.

**3.19 Transportation:** Coordinate its own transportation needs with Broward County Social Services Transportation.

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## 4. RESPONSIBILITIES OF FLIPANY

FLIPANY shall be responsible for the following:

- 4.1 Ensuring compliance with all food service and dietary standards required by Florida Administrative Code and the DOEA Programs and Services Manual.
- 4.2 Providing meals that meet current dietary guidelines for Americans and DOEA service manual requirements.
- 4.3 Conducting service area inspections through a qualified nutritionist using DOEA-designated monitoring tools.
- 4.4 Providing monthly nutrition education appropriate to the client population.
- 4.5 Providing a Site Administrator to supervise meal service and recruit volunteers, or training appropriate site staff to provide administrative services of the meal service requirements or providing training and oversight to onsite staff to provide Site Administrator duties.
- 4.6 Providing training to Site Administrators, affiliated site staff, and volunteers on food safety, food handling, roster completion, and workplace safety.
- 4.7. FLIPANY may discontinue the Site Administrator role if the site averages fewer than 15 meals served per day, due to operational costs exceeding service feasibility.
- 4.8 Site Closures: FLIPANY reserves the right to close a site as noted in the Permanent Closure of a Meal Site Policy and Procedure.

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## 5. INDEMNIFICATION

- 5.1 FLIPANY shall indemnify and hold harmless the Organization from and against any claims, damages, or liabilities arising from food-related incidents attributable to food originating from FLIPANY.

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## 6. MEAL ALLOCATION

FLIPANY shall allocate meals per day in accordance with its approved budget and the current needs of the center. Any changes in need shall be communicated promptly by the Organization to FLIPANY for discussion and adjustment.

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## 7. INSURANCE

FLIPANY shall procure and maintain, at its own expense, general liability insurance with limits of not less than **\$1,000,000 per occurrence**.

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## 8. TERM AND TERMINATION

This Agreement shall remain in effect for **one (1) year** from the date of full execution by both parties and shall automatically renew annually unless terminated as provided herein. Either party may terminate this Agreement for any reason upon **thirty (30) days' written notice** to the other party.

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## 9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and may be amended only by a written document signed by both parties.

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## SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

<b>ORGANIZATION:</b> Northwest Focal Point Senior Center and Adult Day Care 6009 NW 10th St Margate, FL 33063		
Organization Representative Name	Signature	Date
Antonio V. Arserio, Board Chair		
Witness Name	Signature	Date
Terry Lieberman, Project Director		

<b>PROVIDER:</b> FLIPANY, Inc. 2860 W State Road 84 Ste. 103 Dania Beach FL 33312		
Provider Representative Name	Signature	Date
Witness Name	Signature	Date