

CONGREGATE MEAL SITE AGREEMENT
On Behalf of
Broward Meals on Wheels

This agreement, made and entered into on SEPTEMBER 1, 2015, in Broward County, FL by and between the Human Services Network, Inc., DBA: **BROWARD MEALS ON WHEELS**, hereinafter referred to as BMOW, and **NORTH WEST FOCAL POINT SENIOR CENTER DISTRICT**, hereinafter referred to as Organization.

WITNESSETH:

WHEREAS, BMOW is the sponsoring agency of the Senior Nutrition Program providing meals through the provisions of the Older Americans Act for Broward County's senior residents; and

WHEREAS, Organization shares 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 desires to make available said space to the program.

BE IT THEREFORE mutually agreed as follows:

1. That the Organization has agreed that BMOW will provide meals at the **NORTH WEST FOCAL POINT DAY CARE** located at: **6009 N. W. 10TH STREET, MARGATE, FL 33063** for the eligible participants of the Community/Senior Center.
2. That BMOW represents and assures that this location will not be used by BMOW and its participants for any purpose other than those associated with the services required by the Senior Nutrition Program.
3. That BMOW is sensitive to the vulnerability of the elderly population and therefore does not allow outside groups/organizations to make presentations to the participants of the Nutrition Program unless an in-service Agreement has been signed by both BMOW and the Organization.
4. That all persons aged sixty (60) and over, their (unpaid) Caregivers and program Volunteers, regardless of residency, are eligible to participate in the Senior Nutrition Program.
5. That the Organization acknowledges that the policies and procedures established by BMOW must be followed by each Senior Nutrition Center in order to comply with the Older American's Act requirements.
6. That the **Organization** shall be responsible for the following:
 - a. Procure and carry, at its own expense, premises liability insurance up to \$1,000,000.00.
 - b. Donating space that is adequate, safe and environmentally comfortable and providing adequate time for the proper serving of the meals. The established hours of the Nutrition Service are 9:30 AM – 12:30 AM and the space designated for the nutrition service is located in the dining area, and occupies 500 sq. ft.
 - c. Providing access to telephone and a facsimile machine.
 - d. Ensuring that all clients and/or caregivers are informed of the BMOW services provided to facility.
 - e. Providing space for BMOW to display signs as required by the Older American's Act during the meal service.
 - f. Providing for removal and disposal of garbage.
 - g. Providing assurance that all sanitation needs and requirements as set forth by the Administrative Code for the State of Florida and the DoEA Programs and Services Manual are followed.

- h. Acknowledging that all incidents or accidents occurring outside the designated space and/or established hours will be the responsibility of the Organization.
- i. Ensuring the coordination of activities so as not to interfere with the Senior Nutrition Program serving time.
- j. A cabinet with lock must be provided for storage of supplies. Understanding that supplies delivered (including but not limited to aprons, gloves, plates, flatware, etc.) are for the meal service only and not the daily operational use of the Organization.
- k. The payment of any charges, costs or fees incurred in the form of utilities (including water, air, heat, electricity or other utilities), garbage pickup and day to day maintenance of the premises.
- l. The payment for any repairs, maintenance, etc. deemed necessary by any governmental agency including but not limited to, health department, fire inspections and building inspection.
- m. The identification of BMOW as a service provider in written brochures and publicity materials when the meal/nutrition program is mentioned.
- n. A minimum of seven (7) days advance notice to BMOW of the schedule of Holidays and any other days the facility will be closed, serving alternate meals on their own behalf, or be otherwise not available to the Senior Nutrition Program. Failure to provide this notice may result in the organization being billed for the unserved meals.
- o. Managing the Organization and Client's own transportation needs.
- p. Providing a designated Meal Coordinator to perform duties as defined in Site Administrators Manual including but not limited to the following:
 - i. Completing required Initial and Annual DoEA Assessment Forms (701-S and 701-C) for each participant in a timely manner.
 - ii. Completing Daily Rosters to accurately reflect the actual eligible participants receiving services and the numbers of meals served.
 - iii. Documenting reservations for next day's meals. Daily meal orders, indicating the number of meals required, will be called into BMOW office no later than 1:00 pm the day before meal service.
 - iv. Receiving, serving and documenting the accurate temperature of the arrival and serving times of the meals.
 - v. Encouraging, collecting and counting meal contributions.
 - vi. Attending scheduled meetings and trainings at least twice per year, as required by BMOW and our funding sources.
 - vii. Following all policies and procedures as set forth in the Site Administrator Manual.

7. That **BMOW** shall be responsible for the following:

- a. Assuring that all food service and dietary standards required by the Administrative Code for the State of Florida and the DoEA Programs and Services Manual are followed.
- b. Assuring that each daily meal provided will meet current guidelines for Healthy Americans and current DoEA Service Manual Guidelines.

- c. Assuring that the service area will be inspected by the BMOW Nutritionist and Staff and that it meets current Food Service Establishment Inspection criteria using the monitoring form designated by the DoEA.
 - d. Providing Nutrition Education in a manner appropriate to the clients attending the center on a monthly basis.
 - e. Recruiting volunteers to assist in the meal service;
 - f. Providing training for the Center's designated Meal Coordinator regarding the proper completion of the client roster, food check-in and food handling, and each recruited volunteer on food safety, food handling and/or work place safety.
8. BMOW staff Nutritionist is available for consultation with staff, participants and caregivers to discuss participant's diet in relation to the meal provided by BMOW at the facility.
 9. BMOW shall indemnify and hold harmless the Organization against any food related claims concerning food originating from BMOW for daily consumption.
 10. BMOW will provide an allocation of meals per day in accordance with its budget and the current needs of the center. Should this need change, it is the responsibility of the Organization to contact BMOW and discuss needs.
 11. That BMOW further agrees to procure and carry, at its own expense, liability insurance in the sum of \$1,000,000.00.

The term of this agreement shall be for a period of one year from the date it is completely executed by both parties. The Agreement shall be automatically renewed on a year-to-year basis if not terminated as stated herein. Either party has the right to terminate this agreement upon sixty (60) days written notice at any time during the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purpose therein expressed the day and year first above written.

Signed, sealed and delivered in the presence of:

_____ Date _____

**Executive Director
Broward Meals On Wheels**

_____ Date _____

BMOW Witness

_____ Date _____

BMOW Witness

_____ Date _____

Host Agency Board Chair

_____ Date _____

Host Agency Director

_____ Date _____

Host Agency Witness

