

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NORTH MIAMI AND
CHEN SENIOR MEDICAL CENTER**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered on this 25th of September, 2018 by and between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, FL (“City”) and **Chen Neighborhood Medical Centers of South Florida, LLC** (DBA Chen Senior Medical Center), a Florida limited liability company with a principal address of 1395 NW 167 Street, Miami Gardens, FL (“Chen Senior Medical Center”). The City and Chen Senior Medical Center shall collectively be referred to as the “Parties.”

RECITALS

WHEREAS, Chen Senior Medical Center is a family-owned primary and specialty care practice committed to delivering superior healthcare to seniors; and

WHEREAS, Chen Senior Medical Center would like to support the City’s elderly programs, on Wednesdays and Fridays, at the Sunkist Grove Community and Griffing Community Centers (“Centers”) to provide health-related activities (collectively referred to as “Program”); and

WHEREAS, the City desires to support and facilitate Chen Senior Medical Center’s commitment to improving the quality of life for seniors in the community.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE 1 – TERM

1.1 The term of this MOU shall commence on October 1, 2018 through September 30, 2019, unless terminated with or without cause, by either Party. This MOU is subject to renewal. For an additional term of one (1) year by written agreement between the Parties.

ARTICLE 2 – RESPONSIBILITIES OF THE PARTIES

2.1 In addition to the conditions and responsibilities stated elsewhere in this MOU, Chen Senior Medical Center agrees to provide the following:

2.1.1 Align and/or integrate Program goals and objectives to accommodate the recreational and health needs of Program Participants.

2.1.2 Refer eligible elders to join the Program.

2.1.3 Provide and serve hot lunch meals to Program Participants during holidays such as Mother’s Day, Independence Day, Father’s Day, Thanksgiving, etc.

2.1.4 Provide educational events to Program Participants including events such as chronic conditions medical talks with associated doctors, smoothie presentations, nutritional discussions, forums with Alzheimer and Multiple Sceloris organizations, etc.

2.1.5 Facilitate activities, such as bingo, zumba, dancing competition, etc to all interested Participants and provide refreshments following.

2.1.6 Provide Program to all qualified participants, Wednesdays and Fridays, at the Sunkist Grove Community (12500 NW 13th Avenue) and Griffing Community Centers (12220 Griffing Boulevard), as listed in Chen Senior Medical Center's proposal, attached as Exhibit "A".

2.1.7 Ensure proper management and control of the Program at all times during the term of this MOU.

2.2 In addition to the conditions and responsibilities stated elsewhere in this MOU, the City agrees to provide the following:

2.2.1 Provide access to the Centers once a month, on either a Wednesday or Friday, as agreed upon.

2.2.2 Clean and maintain Centers as necessary for Program.

ARTICLE 3 – RECORDS

3.1 Chen Senior Medical Center shall maintain all Program related records including, but not limited to the following:

3.1.1 A current roster with all Participants' names, addresses, and phone numbers.

3.1.2 Completed and executed Release and Waiver of Liability Forms for each Participant.

3.1.3 A log of comments or complaints when received pertaining to Program services and related activities.

3.1.4 Copies of all comments and/or complaints received in writing, relating in any way to the Program.

3.2 Program supervisor, site leader and any other members of Chen Senior Medical Center who will have direct contact with Program Participants must complete and submit to the City's Community Planning and Development Director or its designee, a Level II Background Investigation as required by Section 397.451, Florida Statutes.

ARTICLE 4 – INSURANCE

4.1 Throughout the term of this MOU, Chen Senior Medical Center shall maintain the following insurance policies:

4.1.1 Comprehensive General Liability Insurance in an amount not less than One Million Dollars and no cents (\$1,000,000.00) combined single limit for bodily injury and property damage. The policy shall be endorsed to include the City and its officers, agents and employees as additional insured, with all necessary endorsements showing the City as a first party insured.

4.1.2 Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit for bodily injury and property damage.

4.1.3 The Comprehensive General Liability Insurance coverage as required above shall include those classifications listed in Standard Liability Insurance Manuals, which are applicable to the operations of Chen Senior Medical Center in the performance of the MOU.

4.1.4 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida. All policies shall have a general policy holders rating of "A" or better and a financial rating no less than "X" as reported by Best's Key Rating Guide, published by A. M. Best Company, latest edition. The City of North Miami shall also be included as additional insured for general and auto liability. A valid certificate of insurance shall be provided to the City's Risk Management Division during the course of this contract. The City of North Miami shall be notified within 30 days of any notice of cancellation or non-renewal of insurance policies applicable to this contract. Chen Senior Medical Center will also insure that adequate replacement coverage is secured to avoid any coverage gaps in the event of cancellation or non-renewal.

ARTICLE 5 - FORCE MAJEURE

5.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 6 - MISCELLANEOUS

6.1 Chen Senior Medical Center agrees that any news release or other type of publicity pertaining to the program must recognize the City as a partner in this endeavor.

6.2 If Chen Senior Medical Center fails to comply with any term or condition of this MOU, or fails to perform any of its obligations hereunder, then Chen Senior Medical Center shall be in default. The City shall have the right to terminate this MOU in the event Chen Senior Medical Center fails to cure a default within five (5) business days after receiving Notice of Default. Chen Senior Medical Center understands and agrees that termination of this MOU under this section shall not release Chen Senior Medical Center from any obligations accruing prior to the effective date of termination.

6.3 Chen Senior Medical Center understands that the City and the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

6.4 No waiver or breach of any provision of this MOU shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

6.5 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this MOU, shall survive termination or completion of the MOU.

6.6 Should any provision, paragraph, sentence, word or phrase contained in this MOU be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this MOU shall remain unmodified and in full force and effect or limitation of its use.

6.7 No modification or amendments to this MOU shall be binding on either Party unless in writing and signed by both Parties.

6.8 The City reserves the right to inspect or audit the records of Chen Senior Medical Center as they pertain to this MOU, at any time during the term of the MOU and for a period of three years after the MOU is terminated or completed.

6.9 Chen Senior Medical Center agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

6.10 Chen Senior Medical Center agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this MOU.

6.11 Chen Senior Medical Center shall assume full responsibility for any damage to any areas or land resulting from the performance of this MOU.

6.12 Chen Senior Medical Center shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services under this MOU, to prevent damage, injury or loss to Participants or anyone else in the area.

6.13 Chen Senior Medical Center shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of Chen Senior Medical Center, its officers, directors, agents, partners, subcontractors, employees and managers in performance of this MOU.

6.14 In the event the City requires the use of the Center, the City reserves to right to modify, at any time, the term of this MOU including the Program dates and times, with five (5) days prior notice to Chen Senior Medical Center

6.15 The Parties will each designate a representative, which may be changed upon written notice, to serve as the liaison between them with respect to the terms and conditions of this MOU. All notices, demands, correspondence and communications between the City and Chen Senior Medical Center shall be deemed sufficiently given under the terms of this MOU when dispatched by registered or certified mail, postage prepaid and addressed as follows:

To: Chen Senior Medical Center:
1395 NW 167 Street
Miami Gardens, FL 33169
Attn: Stephanie Chen (Registered Agent)

To City: City of North Miami
776 N.E. 125th Street
North Miami, FL 33161
Attn: Community Planning and Development Director

With a copy to: City of North Miami
776 NE 125th Street
North Miami, FL 33161
Attn: City Manager and City Attorney

6.16 In the event of any dispute arising under or related to this Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding by their respective proper officers duly authorized the day and year first written above.

ATTEST:
Corporate Secretary or Witness:

Chen Neighborhood Medical Centers of South Florida, LLC, a Florida limited liability company "Chen Senior Medical Center"

By: Jenny Lee

By: Catarina Edwards

Print Name: Jenny Lee

Print Name: Catarina Edwards

Date: 9/25/18

Date: 9/25/18

ATTEST:

City of North Miami, a Florida municipal corporation: "City"

By: Michael A. Etienne
267010072EE0414...
Michael A. Etienne, Esq.
City Clerk

By: Larry M. Spring, Jr.
C83984BEA2724CF...
Larry M. Spring, Jr., CPA
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Jeff P. H. Cazeau
6AF8243D714D491...
Jeff P. H. Cazeau, Esq.
City Attorney

EXHIBIT A

City of North Miami's Health Awareness Luncheons:

Dates	Community Center	Talk Topic	Times
October 3, 2018 / Wednesday	Sunkist (90 seniors expected)	National Depression Month	1:00pm-2:30pm
November 2, 2018 / Friday	Griffing (70 seniors expected)	National Diabetes Month	11:30am-1:00pm
December 5, 2018 / Wednesday	Sunkist (90 seniors expected)	Healthy Holiday Eating Strategies	1:00pm-2:30pm

Chen Senior Medical Center would like to partner with the City of North Miami to improve the quality of life for its senior community and to provide health education events. Sponsoring a monthly "**Health Awareness Luncheon**" will help raise awareness, educate, and motivate seniors to improve their quality of life. The proposed events will not exceed \$15 per senior consistent with CMS regulations, and include the following:

- Senior Luncheon;
- Social activity (Ex. Bingo);
- Live smoothie demonstration or activities table;
- Health talk (health talk will coincide with health awareness month).