

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
COMMUNITY COORDINATED CARE FOR CHILDREN, INC.
AND
CAMBRIDGE INSTITUTE OF ALLIED & TECHNOLOGY**

This Memorandum of Understanding, (herein after referred to as “**MOU**”) is entered into between **COMMUNITY COORDINATED CARE FOR CHILDREN, INC.**, herein after referred to as “**4C**” and **CAMBRIDGE INSTITUTE OF ALLIED & TECHNOLOGY** herein after referred to as “**CAMBRIDGE INSTITUTE**”.

This **MOU** is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of this **MOU**.

SCOPE OF SERVICES

This **MOU** is for use of **4C** Early Head Start, Head Start and CCP sites listed in **ATTACHMENT 1** that is part of this **MOU** for **student medical services**. This medical services will be offered by **CAMBRIDGE INSTITUTE** to enhance their skills and abilities both in theory and practical training of health care personnel.

TERMS OF MOU

The effective date of this **MOU** is **upon execution** by both parties until **June 30, 2019**. **4C** will have the option to renew these services for **two (2) additional term(s)** upon written notification to **CAMBRIDGE INSTITUTE** prior to termination of the initial term. Renewal options are as follows:

Renewal #1: July 1, 2019 to June 30, 2020

Renewal #2: July 1, 2020 to June 30, 2021

CAMBRIDGE INSTITUTE AGREES TO:

- 1) Provide **4C** with a copy of a current professional license.
- 2) Provide adequate liability insurance coverage of at least \$1,000,000 on a comprehensive basis to hold such liability insurance at all times during the existence of this **MOU** and any renewal (s) and extension(s) of it. **4C** shall be named as additional insured.
- 3) Provide proof of current ***Workers’ Compensation Insurance*** as required by law on all parties working for **CAMBRIDGE INSTITUTE**, whether as employees, leased employees, temporary laborers, or sub-contractors on job site.
- 4) **CAMBRIDGE INSTITUTE** will have a competent third party vendor that is approved by **4C**, conduct Level II Background Checks on all personnel assigned to **4C EHS/HS/CCP** sites. This shall be accomplished prior to execution of **MOU**.
- 5) **CAMBRIDGE INSTITUTE** will provide **4C** with a certification letter that all such criminal background screenings that comply with Federal, State and local law.
- 6) **CAMBRIDGE INSTITUTE** will not use or disclose any information concerning a recipient of services under this **MOU** for any purpose not in conformity with state and federal laws, or regulations except under written consent of recipient, or his responsible parent or guardian when authorized by law.

- 7) Provide approved personnel to work with **4C** site supervisor in developing a schedule of service dates for each site.
- 8) Provide approved personnel to work at each site to set up and provide medical services.
- 9) Leave each site clean and in its original form after each medical session.

4C AGREES:

- 1) **4C** agrees to allow **CAMBRIDGE INSTITUTE** to provide medical services to parent(s) or guardians and children of **4C EHS/HS/CCP** at listed sites on **ATTACHMENT 1** under the following conditions:
 - **CAMBRIDGE INSTITUTE** cannot be on the discriminatory vendor list pursuant to *Section 287.134, F.S.*
 - **CAMBRIDGE INSTITUTE** cannot be debarred or suspended or otherwise determined to be ineligible to receive federal and /or state funds by an action of any governmental agency.
 - **CAMBRIDGE INSTITUTE** previous contracts (s) with **4C** or any State of Florida or state affiliated agency cannot have been previously terminated for cause.
 - **CAMBRIDGE INSTITUTE'S** name cannot appear on the convicted vendor list.
 - **CAMBRIDGE INSTITUTE** must obtain parent(s) and or guardian(s) permission for each child prior to providing medical services.
 - **CAMBRIDGE INSTITUTE'S** will not use **4C** staff for any form of collection of payment from parent or guardian receiving services.

4C AND CAMBRIDGE INSTITUTE AGREE:

- 1) **Indemnification:** **CAMBRIDGE INSTITUTE** shall be liable for and shall indemnify, defend, and hold harmless the **AGENCY** and all of its officers, agents, and employees from all claims, suits, judgments, or damages consequential or otherwise and including attorneys' fees and costs, to the extent caused by any act, actions, neglect, or omissions by **CAMBRIDGE INSTITUTE**, its agents, or employees during the performance or operation of this **MOU** or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
- 2) **Assignment:** To neither assign the responsibility of this **MOU** to another party nor subcontract for any of the work contemplated under this **MOU** without prior written approval of **4C**, which shall not be unreasonably withheld. Any sub-license, assignment or transfer otherwise occurring shall be null and void.
- 3) In the performance of this **MOU**, it is agreed between the parties that **CAMBRIDGE INSTITUTE** is an independent contractor and that **CAMBRIDGE INSTITUTE** is solely liable for the performance of all tasks contemplated by this **MOU**, which are not the exclusive responsibility of **4C**.
- 4) **CAMBRIDGE INSTITUTE**, its officers, agents, employees, subcontractors, or assignees, in performance of this **MOU** shall act in the capacity of an independent contractor and not as an officer, employee, or agent of **4C**. Nor shall **CAMBRIDGE INSTITUTE** represent to others that

it has other compensation of **4C** employment as a result of performing the duties and obligations of this **MOU**.

- 5) Neither **CAMBRIDGE INSTITUTE**, its officers, agents, employees, subcontractors, nor assignees are entitled to **4C** retirement or leave benefits, or to any other benefits of **4C** employment as a result of performing the duties and obligations of this **MOU**.
- 6) **CAMBRIDGE INSTITUTE** agrees to take such actions as may be necessary to require that each subcontractor of **CAMBRIDGE INSTITUTE** will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of **4C**.
- 7) Unless justified by **CAMBRIDGE INSTITUTE** and agreed to by **4C**, **4C** will not furnish services of support (e.g. office space, office supplies, telephone service, secretarial, or clerical support) to **CAMBRIDGE INSTITUTE**, to its subcontractor or assignee.
- 8) All deductions for social security, withholding taxes, contributions to unemployment compensation funds, and all necessary insurance for **CAMBRIDGE INSTITUTE**, officers, employees, agents, subcontractors, or assignees shall be the responsibility of **CAMBRIDGE INSTITUTE**.
- 9) **Termination:** This **MOU** may be terminated by either party, with or without cause, upon no less than thirty (30) calendar days' notice, in writing to the other party, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- 10) **Venue for Dispute resolution:** Venue for the interpretation and enforcement of this agreement and for the resolution of any disputes shall lie only in **Orange County, Florida**.
- 11) **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Florida.
- 12) **Mediation:** All controversies, claims, and other matters in question between the parties arising out of or relating to this contract or its breach shall be settled as follows:
 - The parties will have thirty (30) days from the date a dispute arises between them to attempt to resolve this matter through mediation. The parties agree to cooperate in implementing this procedure. However, either party may withdraw at any time from dispute resolution upon written notice to the other party and pursue other legal remedies.
 - **Mediation:** "Mediation" is a process in which the parties attempt to resolve a dispute by submitting their dispute to an impartial mediator who facilitates the resolution by mediation of the dispute, but who is not empowered to impose settlement on the parties. The mediation will be conducted in accordance with mediation provisions of Chapter 44, Florida Statutes.
 - The mediator will be a mediator certified by the State of Florida Supreme Court in compliance with Chapter 44, Florida Statutes. The parties will equally divide the mediation fee, if any.

CONTACT INFORMATION

- 1) Notices required to be given to CAMBRIDGE INSTITUTE/S shall be given to:

Ashanti Starr-Johnson, MSN, BSN, RN
Associate Degree Nursing Program Director
Cambridge Institute of Allied Health & Technology
460 E. Altamonte Dr, 3rd Floor
Altamonte Springs, FL 32701
www.cambridgehealth.edu
Phone: 407-265-8383 x205 / Fax: 407-265-8384


- 2) Notices required to be given to 4C shall be given to:

Gay DeLaughter, Head Start/Early Head Start Director
3500 W. Colonial Drive
Orlando, FL 32808
Phone: (407) 532-4542 / Email: gdellaughter@4cflorida.org

- 3) Modifications of provisions of this MOU shall be valid when they have been produced in writing and duly signed by both parties.
- 4) This MOU and its attachments, if any, as referenced, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions or obligations other than those contained herein, and this MOU shall supercede all previous communications, representations, or agreements, either verbal or written, between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the MOU shall remain in full force and effect, and such term or provision shall be stricken.

In Witness Whereof, both parties have caused this Memorandum of Understanding (MOU) to be executed by their duly authorized official.

COMMUNITY COORDINATED
CARE FOR CHILDREN, INC., 4C


Patricia E. Frank, MBA, CPA
President/CEO

Date signed 11/20/18

CAMBRIDGE INSTITUTE
OF ALLIED & TECHNOLOGY


Name & Title:

Date signed: 11/21/2018

Attachment 1

EHS-CCP 18-19 Site List

Seminole County				
<i>Center</i>	<i>Address</i>	<i>Site Supervisor/Family Advocate</i>	<i>Phone number</i>	<i>Enrollment</i>
All About Kidz of Oviedo	387 W. Broadway St, Oviedo 32765	David Jackson/Roodley Cantave	407-365-5621	12 – 2 classrooms
Kids Castle Childcare	2536 South Elm Ave., Sanford 32773	Elizabeth Johnston/Roodley	407-322-8547	8 – 1 classroom
Rising Kids Academy	1455 South 17-92, Longwood 32750	Kim English/Roodley Cantave	407-695-1602	11 – 2 classrooms
Teddy Bear FCC	174 Jay Drive, Altamonte Springs 32714	Odalis Rodriguez/Roodley Cantave	321-207-9185	12 – 1 classroom
Orange County				
<i>Center</i>	<i>Address</i>	<i>Site Supervisor/Family Advocate</i>	<i>Phone number</i>	<i>Enrollment</i>
Apopka Child Academy	170 E. Magnolia St., Apopka 32703	Chelsea C./Michelle Silva	407-889-3026	22 – 4 classrooms
Early Education Station	3311 N. Power Drive Orlando Florida 32818	Wanda Barkley/Modline Bonheur	407-802-2144	24 – 4 classrooms
Frontline Outreach	3000 C.R. Smith St., Orlando 32805	Shonda Robinson/Shantell Callwood	407-293-3000	40 – 5 classrooms
Golden Bear Academy	421 S. Goldenrod Rd., Orlando 32822	Lineck Perez /Michelle Silva & Deanna Thomas	407-381-4888	24 – 3 classroom
Hartage FCC	4862 Indialantic Dr., Orlando 32808	Rose Hartage/ Octavia Clements	407-299-3565	12 – 1 classroom
My Destiny Academy	1235 W. Michigan St., Orlando 32805	Carolyn Bagley/Octavia Clements	407-649-3111	22 – 3 classrooms
Pine Hills Preschool	627 N. Pine Hills Road, Orlando 32808	Janet Adebajo/Deanna Thomas	407-295-4180	24 – 3 classrooms
We Love Kids Learning Center	5301 Goddard Ave. Orlando, FL 32810	Nairobi Brown/ Modline Bonheur	407-668-4774	16-2 Classrooms
Osceola County				
<i>Center</i>	<i>Address</i>	<i>Site Supervisor/Family Advocate</i>	<i>Phone number</i>	<i>Enrollment</i>
Kids Palace Academy	1336 E. Vine Street Kissimmee FL, 34744	Sayreni Baez/ Deanna Thomas	407-933-1814	8- 1 classroom

EHS/ HS 18-19 Site List

Seminole County				
<i>Center</i>	<i>Address</i>	<i>Site Supervisor/Family Advocate</i>	<i>Phone number</i>	<i>Enrollment</i>
Altamonte HS	525 Pineview Street, Altamonte 32701	Kathy Thorpe/Sofia Rivera	407-746-2971 (Class) 407-332-5090(Office)	19 – 1 classroom
Coqui Academy HS	2401 S. Park Ave Sanford 32771	Diana Alvarado/Nora Majano	407-323-9158	18 – 1 classroom
Fifth Ave. HS**	419 S. Park Ave, Sanford 32771	Kristi Sargeant/Tondia Goynes	407-915-6510	28 – 2 classrooms
Fifth Ave. EHS	419 S. Park Ave, Sanford 32771	Kristi Sargeant /Tondia Goynes	407-915-6510	16 – 2 classrooms
Kids Castle EHS	2536 South Elm Ave., Sanford 32773	Elizabeth Johnston/Darlene McKinney	407-322-8547	14 – 2 classrooms
Pine Crest HS	405 27 th Street, Sanford 32773	Kristi Sargeant /Nora Majano	407-328-7281 (A)	38 – 2 classrooms
Lawton HS	188 S. Lake Jessup Ave, Oviedo 32765	Kathy Thorpe/Sylvia Aymat	407-366-9086	15 – 1 classroom
Light Years Ahead EHS	398 Douglas Ave., Altamonte 32714	Maria Negron/Sofia Rivera	407-862-4737	8 – 1 classroom
Midway HS**	2255 Rightway Ave., Sanford	Kristi Sargeant /Darlene McKinney	321-363-0564	36 – 2 classrooms
Pregnant Mothers EHS	1485 S. Semoran Blvd., Suite 1402 Winter Park	Emily Brown	321-397-0084	Varies – up to 24 total
My Little Castle HS	919 E. Orange Ave. Longwood, FL 32750	Yamalys Parilla / Sofia Rivera	407-960-7064	15-1 Classroom
Longwood Community Preschool HS	220 E. Wildmere Ave. Longwood, FL 32750	/ Sylvia Aymat		18-1 Classroom
Park Avenue Child Care HS	2700 S. Park Ave. Sanford, FL 32773	/ Sylvia Aymat	407-915-5002	12-1 Classroom
Lake Mary Bilingual Academy	3590 N. Hwy. 17-92 Suite 108 Lake Mary, FL 32746	Gisela Perez / Sylvia Aymat	321-363-4619	20-1 Classroom
Orange County				
<i>Center</i>	<i>Address</i>	<i>Site Supervisor/Family Advocate</i>	<i>Phone number</i>	<i>Enrollment</i>
A Gateway Rising EHS	3323 Westland Dr., Orlando 32818	Betty Randolph/Kim Hall	407-293-9259	12 – 1 classroom
First Steps Kids Academy	2876 S. Alafaya Trail Orlando 32828	Justine and Leidy/ (Michelle Silva Temp.)	407-730-8984	6 – 1 classroom
UCP – Downtown	4680 Lake Underhill Rd., Orlando 32807	Lily Flores/ (Tatiana Gonzalez Temp)	407-852-3300 x7313	8 - 1 classroom
UCP – Pine Hills	5800 Golfclub Pkwy., Orlando 32808	Kayrn Hawkins-Scott/ (Kim Hall Temp.)	407-852-3300	7 - 1 classroom
Orlando Day EHS	626 Lake Dot Circle, Orlando 32801	Sharon Taylor/ (Roodley Temp.)	407-422-5291	16 – 2 classrooms
Pine Hills Preschool	627 N. Pine Hills Road, Orlando 32808	Janet Adebajo/Kim Hall	407-295-4180	14 – 2 classrooms
Rio Grande EHS	1264 S. Rio Grande, Orlando 32805	Nicole Shepard/Liza Dominguez	407-377-0846	48 - 6 classrooms
Pregnant mothers EHS	1485 S. Semoran Blvd, Suite 1402 Winter Park	Emily Brown	321-397-0084	Varies – up to 24 total

Osceola County

Center	Address	Site Supervisor/Family Advocate	Phone number	Enrollment
Baker HS**	3500 Baker Drive, Kissimmee 32741	Ruth Hernandez/Andre Ashley(A & B) and Liadys Diaz (C and D)	321-219-6215	77 – 4 classrooms (this may change w/new portables)
Ericka Montoya EHS	967 Gascony Court, Kissimmee 34759	Erika Montoya/ Valrie Rose	407-847-2776	12 – 1 classroom
Little Angels EHS	1609 Eola Court, Kissimmee 34741	Alethia Dittren/Andre Ashley	407-870-1569	12 – 1 classroom
Naomi Hellingar EHS	2361 North Smith Street 34744	Naomi Hellingar/Kim Hall	407-847-0843	12 – 1 classroom
Palm Plaza HS**	2234 E. Irlo Bronson, Kissimmee 34744	Ruth Hernandez/Mary (B,C & D) Damaris Temp	321-219-6201	77 – 4 classrooms
Palm Plaza EHS	2234 E. Irlo Bronson, Kissimmee 34744	Ruth Hernandez/Lourdes Cordero	321-219-6201	16 – 2 classrooms
Dreaming Big HS**	1301 Kevstin Drive, Kissimmee 34744	Betsy De la Torre/Valrie Rose (A & B) Temp. Andre (C & D)	407-973-3515	64 – 4 classrooms
Pregnant Mothers EHS	1485 S. Semoran Blvd., Suite 1402 Winter Park	Emily Brown	321-397-0084	Varies – up to 24 total