

**Agreement  
between  
Orange County, Florida  
and  
Community Coordinated Care for Children, Inc. (4C)**

Contract No. Y16 - 205

**This Agreement** is entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, through its Head Start Division, (hereinafter referred to as the "COUNTY") and Community Coordinated Care for Children, Inc., a Florida not-for-profit corporation organized under the laws of the State of Florida, (hereinafter referred to as the "AGENCY").

**RECITALS**

**WHEREAS**, Orange County's Family Services Department administers the Division's Head Start Program, which provides high quality comprehensive services to low-income children and their diverse families. Orange County serves 1,536 children at twenty (20) center-based facilities throughout the community;

**WHEREAS**, AGENCY provides child care subsidies for eligible working low-income families with young children from birth to age 5 and older. The AGENCY is a child care and referral source, which helps families to identify quality child care and early education programs and how to locate a provider that meets the needs of each family.

**WHEREAS**, AGENCY was awarded an Early Head Start grant from the US Health and Human Services Administration for Children and Families to operate the Early Head Start Program in Orange County. Early Head Start provides care for more than 500 infants and toddlers (from birth to age 3) in the tri-county area.

**THEREFORE**, AGENCY agrees to establish a formal collaborative arrangement to ensure that Orange County families with children, from birth to age 5, have access to a continuum of high-quality care and child development services. COUNTY staff provides families with information and referrals to a wide-array of community resources, which are designed to help them achieve economic self-sufficiency. This formal arrangement will improve communication and streamline coordinated services to children and their families.

**Section 1. Recitals.** The above recitals are true and correct and form a material part of this Agreement.

**Section 2. Purpose.** The COUNTY and AGENCY shall provide services as outlined in Attachment A, which is hereby incorporated by references and made part of this Agreement.

### **Section 3. Term and Termination.**

1. The initial term of the Agreement is from the date of full execution through September 30, 2017. The parties may renew this Agreement for two (2) additional one-year periods prior to the expiration of the initial term.
2. This Agreement, including any attachments hereto, may be amended or revised from time to time provided said revisions are set forth in writing and signed by authorized representatives of both parties.
3. In the event funds to finance Early Head Start become unavailable, the AGENCY may terminate the Agreement upon no less than twenty-four (24) hours notice in writing to the COUNTY. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.
4. If either party fails to perform any of the above services, this Agreement may be terminated with a twenty-four (24) hours written notice:

For the COUNTY notices shall be submitted to:

County Administrator  
Orange County Government  
201 South Rosalind Avenue  
Orlando, FL 32801

And

Manager  
Head Start Division  
Family Services Department  
2100 E. Michigan Street  
Orlando, FL 32806

For the AGENCY notices shall be submitted to:

President/CEO  
Community Coordinated Care for Children, Inc.  
3500 West Colonial Drive  
Orlando, FL 32808

## **Section 4. Insurance.**

### **1. Indemnification**

Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits and judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute a waiver of sovereign immunity or the provisions of Section 786.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assure any liability for the acts, omissions and/or negligence of the other party.

### **2. Protection of Persons and Property (for agencies providing services on County property)**

- a. The AGENCY will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its services or performance of its operations under this Agreement.
- b. The AGENCY shall take responsible precautions for the safety of, and will provide all reasonable protection to prevent damage, injury or loss to:
  1. All employees on the job and all other persons who may not be affected thereby;
  2. All property, materials and equipment, whether in storage on or off the site; under the care, custody or control of the AGENCY; and
  3. Other property at or surrounding the site, including trees, shrubs, lawns, walks, pavements and roadways.
- c. The AGENCY will comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- d. In any emergency affecting the safety of persons or property, the AGENCY will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

### **3. Insurance.**

Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the COUNTY acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits as set forth in Section 768.28, Florida Statutes.

The COUNTY agrees to maintain commercial insurance up to sovereign immunity limits, which the COUNTY agrees to find acceptable for the coverage mentioned above.

- a. The AGENCY shall have in full force the following insurance coverage, if applicable and will provide Certificates of Insurance to the COUNTY prior to commencing operations under the Agreement to verify such coverage.

- 1. Commercial General Liability- The AGENCY will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations and Personal Injury. The limits will not be less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.

The AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. Sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

- 2. Workers Compensation – The AGENCY will provide Workers Compensation coverage for all employees and in case of any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employer's Liability.

- b. The AGENCY will provide notice to the COUNTY if there are changes or material alterations or cancellation of the coverage thirty (30) days prior to such changes taken effect, where practicable. The AGENCY shall notify the COUNTY as soon as possible if changes or alterations will take effect soon than thirty (30) days.
- c. Insurance carriers furnishing these coverages must be authorized to do business in the State of Florida, and must possess a minimum, current rating of A+ Class VIII in the most recent edition of the "Best Key Rating Guide". Both parties agree that the requirements of this Section may be satisfied through a program of self-insurance.
- d. Any exceptions to the insurance requirements in this section must be approved in writing by the COUNTY. Compliance with these insurance shall not relieve or limit the AGENCY's liabilities and agreement. The COUNTY's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the AGENCY of its liability and obligation under the Agreement.

## **Section 5. Background Screenings of Staff and Volunteers**

All AGENCY and COUNTY staff and volunteers contributing to the delivery of services must be in compliance with these Florida laws and are required, at a minimum, but may not be limited to perform the following screenings prior to supervision and/or direct care of children:

- a. An initial Level 2 background screening.
- b. An additional Level 2 background screenings at five (5) year intervals.

The Level 2 background screening shall be done in accordance with Chapter 435, Florida Statutes.

Fingerprinting used to process the following screenings:

- a. Statewide Criminal and Juvenile Records Checks through the Florida Department of Law Enforcement.
- b. Federal Criminal Records Check through the FBI.
- c. May include Local Criminal Records Check through Local Law Enforcement.

The COUNTY shall require such background checks to be performed for all employees and volunteers having any contact with the clients of Agreement recipients. Under Section 435, Florida Statutes, Level 2 positions, which are defined as all employees in positions designated by law as positions of trust or responsibility, shall be required to undergo security background investigations as a condition of employment and continued employment.

In accordance with Section 402.302 (3), Florida Statutes, and as amended, a volunteer who assist on an intermittent basis for less than ten (10) hours per month is exempt from screening, so long as the volunteer is under the direct and constant supervision of staff at the facility.

Upon request, the AGENCY shall provide the COUNTY's Head Start Manager and/or designee with written confirmation that such Level 2 employment screenings have been conducted and the results are acceptable to the AGENCY. If applicable, the COUNTY may request and the AGENCY shall provide the actual screenings to review.

## **Section 6. HIPAA requirements.**

Where applicable, the AGENCY will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162 and 164). If required by 45 CFR Parts 160, 162 and 164, the following provisions shall apply (45CFR 164.504 (e) (2) (ii).

- a. The AGENCY hereby agrees not to use or disclose Protected Health Information (PHI) except as permitted or required by state or federal law.
- b. **Business Associate Agreement.** The Business Associate Agreement is incorporated into this Agreement as Attachment B and shall take precedent and govern all HIPAA matters necessary to enforce the provisions of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162 and 164 as applicant of this Agreement.

## **Section 7. 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. This Agreement shall be governed by and construed in accordance with the laws of Florida. All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or its breach shall be settled as follows:

1. The parties will have thirty (30) days from the date of 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.
2. **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.

## **Section 8. Miscellaneous**

1. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party shall in no way, either directly or indirectly, be considered employees of the other party.
2. **ASSIGNMENTS.** This AGREEMENT may not be assigned to a third party without prior written consent of the non-assigning party.
3. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.

4. **APPLICABLE LAW.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida. Venue for any litigation under this Agreement shall lie in the courts of Ninth Judicial Circuit in Orange County, Florida.
5. **NONDISCRIMINATION.** During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability or veteran or marital status.
6. **ENTIRETY OF AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.
7. **AMENDMENTS.** All amendments to this Agreement shall be reduced in writing, executed by the legally authorized representative of the COUNTY and the AGENCY.

Amendment #2

Agreement Y16-205

**Community Coordinated Care for Children, Inc.**

The Contract is changed as follows:

- a. The subject Agreement is hereby renewed for a period of one year, from October 1, 2018 through September 30, 2019.
- b. Attachment B is deleted in its entirety and replaced with the revised Attachment B Addendum to Contract Y16-205 Business Associate Agreement.

All other terms and conditions remain unchanged.

**Community Coordinated  
Care for Children, Inc.**

By:   
Patricia Frank, President/CEO

Date: 9/28/18

**Orange County Government, Florida**

By:   
Carrie Mathes, MPA, CPPO, CFCM, CPM  
Manager, Procurement Division

Date: 10-31-18