



Interoffice Memo

September 30, 2019

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director *Lonnie C Bell Jr*
Community and Family Services Department

FROM: Lavon B. Williams, Esq., AICP, Manager *LBW*
Community Action Division

CONTACT: **Atalie Ashley West, Family Services Administrator**
Community Action Division
(407) 836-7489

SUBJECT: **Consent Agenda Item – October 22, 2019**
Agreement with Center for Multicultural Wellness and Prevention, Inc.

The Community and Family Services Department, through its Community Action Division, operates and manages seven community centers throughout the county that house community partners. These partners operate a variety of programs that publicly benefit Orange County residents. The Center for Multicultural Wellness and Prevention Inc. (CMWP) offers non-clinical, culturally and linguistically sensitive outreach services that promote optimal emotional, mental, and physical health to the diverse populations in Central Florida. CMWP accomplishes their mission through health education and programming that promotes health equity and positive health behaviors. At the John Bridges Community Center, the Center for Multicultural Wellness and Prevention will host health education seminars and events at semi-regular intervals as determined by the community. These events will center on chronic disease self-management, HIV counseling and testing, and STD prevention and education for women.

ACTION REQUESTED: **Approval and execution of License Agreement between Orange County, Florida and Center for Multicultural Wellness and Prevention, Inc. related to Not-for-Profit Community Center Utilization for the Provision of Services Benefitting the Public License Agreement No. 20190901 for John Bridges Community Center and authorization for the Director of the Community and Family Services Department to execute any permitted renewals of the license agreement so long as those renewals do not substantively change or alter the terms and conditions of the license agreement.**

LBW/aaw

Attachment

C: Randy Singh, Deputy County Administrator
Cristina Berrios, County Attorney's Office

LICENSE AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CENTER FOR MULTICULTURAL WELLNESS AND PREVENTION, INC.

related to

**NOT-FOR-PROFIT COMMUNITY CENTER UTILIZATION FOR THE
PROVISION OF SERVICES BENEFITTING THE PUBLIC**

THIS LICENSE AGREEMENT (“License Agreement”) is made and entered into by and between **ORANGE COUNTY, FLORIDA** (the “County”), a political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Community Action Division, and **CENTER FOR MULTICULTURAL WELLNESS AND PREVENTION, INC.** (the “Agency”), a non-profit with a principal address located at 641 North Rio Grande Avenue, Orlando, FL 32805. The County and the Agency may be referred to individually as “party” or collectively as “parties”.

RECITALS

WHEREAS, the Board of County Commissioners (the “Board”) desires that the community centers owned and managed by the County be used in a manner that publicly benefits the County’s residents; and

WHEREAS, the Board has designated the Manager of the Community Action Division (“CAD Manager”) of the Family Services Department to be responsible for arranging, managing, and supervising the public use of the County’s community centers by the County’s residents; and

WHEREAS, the Board finds that County’s residents benefit from the use of the County’s community centers by certain community not-for-profit agencies using the community centers to provide services that publicly benefit the County’s residents and therefore wishes to enter into License Agreements with those community not-for-profit agencies; and

WHEREAS, the Agency is a community not-for-profit agency that wishes to use one of the County’s community centers and the CAD Manager, using the discretionary authority granted to him/her by the Board, has determined that the Agency’s services provide a substantiated, public benefit to the County’s residents.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the parties agree as follows:

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

Section 2. Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this License Agreement are:

1. This License Agreement;
2. **Exhibit A:** Community Center Information;
3. **Exhibit B:** Scope of Work;
4. **Exhibit C:** Agency Evaluation Form; and
5. **Exhibit D:** Leased Employee Affidavit (when applicable).

Section 3. Grant of License.

A. The County hereby grants the Agency a license to use the community center (the "Licensed Premises") that is more specifically described as attached hereto in **Exhibit "A"**.

B. The parties understand and agree that this License Agreement only grants a license to enter upon and use the Licensed Premises as contemplated herein and confers no other rights of occupancy and/or use of the Licensed Premises by the Agency.

Section 4. Agency's Obligations. The Agency shall:

A. Use the Licensed Premises exclusively for the purpose(s), and at the times and dates listed, in the Scope of Work attached hereto as **Exhibit "B"**.

B. Notify the County, in writing, should the Agency desire to perform in any manner outside the Scope of Work that is attached to this License Agreement. The CAD Manager shall be authorized to issue written approval of such requested changes to the Scope of Work without the need to formally amend this License Agreement so long as:

1. The Agency's requested changes are determined by the CAD Manager to be in line with the purpose and intent of this License Agreement; and
2. The Risk Management Division reviews and approves the revised Scope of Work without requiring a change in the insurance, liability, or indemnification language of this License Agreement.

C. Both parties hereby agree that the CAD Manager's written approval of the Agency's requested changes to the Scope of Work shall be binding upon both parties.

D. The Agency shall observe and comply with all applicable federal, state, and local rules, orders, laws and regulations pertaining to the use of the Licensed Premises. Nothing in this License Agreement shall be construed to relieve Agency of its obligation to comply with all applicable provisions of the Orange County Code, or its obligation to obtain federal, state, county, or other permits, as applicable.

E. **Vulnerable Persons.** If the services to be provided in the Scope of Work attached to this License Agreement as **Exhibit “B”** involve “vulnerable persons” as defined in Section 435.02(6), Florida Statutes, then the Agency’s employees, including its volunteers or any associates or agents of the Agency, that are contributing to the delivery of those services, or who will come into contact with such vulnerable persons in any way, must undergo a background screening that complies with Section 435.04 (Level 2 screening standards), Florida Statutes. Additionally, the Agency agrees that it shall pass down this obligation to its subcontractors (if any).

1. This screening shall:
 - a. Be completed at no cost to the County;
 - b. Be completed prior to the employee/volunteer beginning work pursuant to this License Agreement;
 - c. Be repeated at five (5) year intervals for the duration of this License Agreement and any amendment hereto;
 - d. Consist of an employment history check; and
 - e. Include fingerprinting that will be checked against the following databases: (1) Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); (2) Federal Criminal Records through the Federal Bureau of Investigation (FBI); and (3) Local Criminal Records through local law enforcement agency(ies).
2. If applicable, the Agency shall provide the Director of the County’s Family Services Department, or their designee, confirmation that the aforementioned screenings have been conducted and that the employee(s) providing services to the County are acceptable to use in the Agency’s provision of services to, or engagement with, such vulnerable persons.
3. The County may request to review the actual screenings and determine whether a particular employee or volunteer may be utilized by the Agency in completing its obligations under this License Agreement.
4. Any failure by the County to request to review the actual screenings of any employee shall not relieve the Agency of its liability and obligations under this License Agreement, nor shall it place any liability regarding the determination as to the eligibility or acceptability of any of the Agency’s employees to provide services or to engage with any vulnerable person.

Section 5. Term and Termination.

A. The term of this License Agreement shall expire on December 31st of the year of execution hereof. This License Agreement may be renewed for up to three (3) additional one-year terms upon written mutual consent by both parties.

B. Through its execution of this License Agreement, the Board hereby delegates limited signature authority to the Director of the Family Services Division so that he or she may execute any permitted renewals hereof so long as those stated renewals do not change or alter the terms and conditions herein.

C. **Termination for Convenience.** Either party may terminate this License Agreement at any time and for any reason by providing at least thirty (30) days written notice to the other party.

D. **Termination for Cause.** The failure of the Agency, its employees, or contractor(s) to comply with any covenant or condition of this License Agreement shall constitute a breach of the License Agreement.

1. If the breach of this License Agreement, as determined by the CAD Manager, is not material and can be readily cured, the County may, in its sole and absolute discretion, provide the Agency with ten (10) days written notice and an opportunity to cure the breach within the timeframe provided therein. Should the Agency fail to cure the breach within the timeframe provided, the County may immediately terminate this License Agreement and reserves the right to prohibit the Agency from future use of any of its community centers.

2. If the breach of this License Agreement, as determined by the CAD Manager, is material and cannot be readily cured, the County may immediately terminate this License Agreement and reserves the right to prohibit the Agency from future use of any of its community centers.

E. Nothing in this Agreement shall be construed to interfere with the County's absolute right to terminate this License Agreement without cause.

Section 6. License Restrictions.

A. All services provided by the Agency while using the Licensed Premises must be open and available to the public.

B. Use of the common areas of the Licensed Premises, such as meeting and conference rooms, shall only be with the approval of the CAD Manager or the designee thereof.

C. Alcoholic beverages and smoking are not permitted anywhere on the Licensed Premises or the property on which the Licensed Premises are located. Persons violating these restrictions shall be asked to leave, shall be escorted off the Licensed Premises, and may be trespassed from the Licensed Premises for a period of at least six (6) months. Any

instance where the policy against alcoholic beverages is violated with the consent or knowledge of the Agency will be cause for termination of this License Agreement.

Section 7. In-Kind Payment for License. By executing this License Agreement, the Agency hereby certifies that it is eligible to pay for this License Agreement by means of “in-kind” contribution because the Agency: (1) is a registered not-for-profit that is eligible to do business in the State of Florida; and (2) shall exclusively use the Licensed Premises in a manner that, as determined by the CAD Manager, provides a substantive benefit to the County and/or the general public.

Section 8. Evaluation. Unless otherwise stated in the Scope of Work, the Agency shall submit monthly reports documenting the services it has provided on the Licensed Premises. These reports must be provided to the CAD Manager, or the designee thereof, on or before the 5th business day of the month that follows each month and must conform to the format provided for in **Exhibit “C”** which is attached hereto.

Section 9. Indemnity. To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys’ fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts for which the Agency or its subcontractors (if any) may be held liable. Nothing contained herein shall constitute as waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes. It is agreed by the parties that specific consideration has been paid under this License Agreement for this provision.

Section 10. Liability.

The County shall not be liable to the Agency for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, this License Agreement and/or any breach by the County hereof, regardless of any notice of the possibility of such damages.

Section 11. Protection of Persons and Property.

A. The Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this License Agreement. The Agency shall take all reasonable precautions for the safety and protection of:

1. All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby; and
2. All property, materials, and equipment on the premises under the care, custody, or control of the Agency; and

3. Other property at or surrounding the premises including trees, shrubs, lawn, walk, pavement, and roadways.

B. The Agency agrees that the County does not guarantee the security of any equipment or personal property brought onto County property by the Agency, its agents, volunteers, or employees and further agrees that the County shall in no way be liable for damage, destruction, theft, or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft, or loss.

C. The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:

1. Occupational Safety & Health Act (OSHA)
2. National Institute for Occupational Safety & Health (NIOSH)
3. National Fire Protection Association (NFPA)

D. The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the following address: <http://www.ocfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement.aspx>

E. The Agency shall be held responsible for any and all damage resulting from, or in any way related to, its use of the Licensed Premises. Consequently, to mitigate its liability as stated herein, the Agency hereby agrees to assist in efforts to repair and/or mitigate the impact of any damage caused to the Licensed Premises as may be requested by the County.

F. 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.

G. The Agency agrees to ensure confidentiality of client information related to any client of the Agency or the County related to this agreement and to limit access to the premises to duly authorized staff or clients receiving specified services. The Agency shall maintain space in appropriate condition as to customary wear and cleanliness and return furnishings and equipment to its original order upon vacating premises after each use.

H. The Agency will comply with, and shall ensure that its contractors comply with, all applicable safety laws, ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss.

I. 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.

Section 12. Insurance.

A. The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this License Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Agency, are not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Agency under this License Agreement.

B. The Agency shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

C. The Agency shall have in force the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this License Agreement, or prior to executing any renewals hereof, to verify such coverage:

1. **Workers' Compensation** - The Agency shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County if services are being provided at County facilities. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the Leased Employee Affidavit attached herein as **Exhibit "D"**.
2. **Commercial General Liability** - The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds.
3. **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 License Agreement or shall be at least twice the required occurrence limit.
4. **Business Automobile Liability** – The Agency shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Agency does not own automobiles the Agency shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

5. **Professional Liability** – Any Organization providing Professional services (i.e., medical, counseling, etc.) shall provide Professional liability coverage with limits of not less than \$1,000,000 per occurrence.

D. If the Agency is an Agency or political subdivision of the State of Florida then without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Agency may self-insure its liability with coverage limits of \$100,000 per person and \$200,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County.

E. When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Agency's most recent annual report or financial statement. For policies written on a "Claims-Made" basis the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

F. The Agency agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

G. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

H. Any request for an exception to these insurance requirements must be submitted in writing to the County for the approval of the County's Risk Management Division.

I. The Agency shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Contract. In addition to the certificate(s) of insurance the Agency shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective Contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Attention: Procurement Division
400 East South Street

Orlando, Florida 32801

Section 13. Equal Opportunity and Nondiscrimination.

A. The County's policies of equal opportunity and nondiscrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the county shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Agency shall adopt and maintain, or provide evidence to the County that the Agency has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this License Agreement.
2. The Agency agrees that, on written request, the Agency shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this contract; provided, that the contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this License Agreement.
3. The Agency agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs "1" and "2" of this Section shall be incorporated into and become a part of the subcontract.

Section 14. Notices. Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County: Orange County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AND

Community Action Division Manager
Orange County Family Services Department
Community Action Division
2100 East Michigan Street

Orlando, Florida 32806

To the Agency: President and CEO
Center for Multicultural Wellness and Prevention, Inc.
641 North Rio Grande Avenue
Orlando, FL 32805

Section 15. General Provisions.

A. **Independent Contractor.** It is understood and agreed that nothing contained in this License Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all services performed under this Contract, and any employees hired pursuant to this Contract shall be considered to be the employee of the Agency for all purposes, including but not limited to for any worker's compensation matters.

B. **Use of County Logo.** The Agency is prohibited from use of any and all County emblems, logos, and/or identifiers without written permission from the County as per Section 2-3, Orange County Code.

C. **No Waiver of Sovereign Immunity.** Nothing contained herein shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

D. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this License Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this License Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this License Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

E. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

F. **Remedies.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

G. **Governing Law.** This License Agreement, and any and all actions directly or indirectly associated herewith, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

H. **Venue.** For any legal proceeding arising out of or relating to this License Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

I. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this License Agreement.

J. **Attorneys' Fees and Costs.** With the exception of the indemnification terms of this License Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this License Agreement and any litigation that arises either directly, or indirectly, from this License Agreement.

K. **No Third Party Beneficiaries.** Nothing in this License Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this License Agreement.

L. **No Representations.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this License Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this License Agreement.

M. **Headings.** The headings or captions of articles, sections, or subsections used in this License Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this License Agreement.

N. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this License Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this License Agreement.

O. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this License Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this License Agreement as stated.

P. **Severability.** If any provision of this License Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Q. **Written Modification.** Other than the exception regarding the Scope of Work as stated in Section 4(B) above, no modification of this License Agreement shall be binding upon any party to this License Agreement unless reduced to writing and signed by a duly authorized representative of each party to this License Agreement.

R. **Entire License Agreement.** This License Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This License Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this License Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed and executed this License Agreement on the dates indicated below.



ORANGE County, FLORIDA

By: Board of County Commissioners

By: Jerry L. Demings
Jerry L. Demings
Orange County Mayor

Date: 22 Oct 19

ATTEST: Phil Diamond, CPA, Comptroller
As Clerk of the Board of County Commissioners

Jennifer Kinney
By: Deputy Clerk

Date: OCT 22 2019

THE AGENCY

By: Marie-Jose Francois
Marie-Jose Francois

Printed Name: _____

Date: 09/20/2019
President/CEO

Official Title: _____

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 20th day of September, 2019, by Marie Jose Francois, who is personally known to me or produced _____ as a form of valid identification.

(Seal)

Angela M Allen
Signature Notary Public

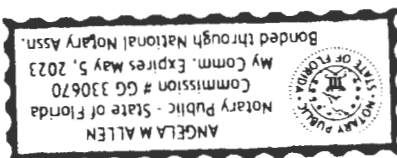


EXHIBIT A

John Bridges Community Center
445 W. 13th Street
Apopka, Florida 32703-6903

Room: Building A, Conference Space

Days: Semi-regular seminars, days to be determined by center supervisor

Frequency: Semi-regular seminars, frequency to be determined by center supervisor

Hours: Semi-regular seminars, hours to be determined by center supervisor

EXHIBIT B

The Center for Multicultural Wellness and Prevention Inc. (CMWP) offers non-clinical, culturally and linguistically sensitive outreach services that promote optimal emotional, mental, and physical health to the diverse populations in Central Florida. CMWP accomplishes their mission through health education and programming that promotes health equity and positive health behaviors.

At the John Bridges Community Center, the Center for Multicultural Wellness and Prevention will host health education seminars and events at semi-regular intervals as determined by the community. These events will center on chronic disease self-management, HIV counseling and testing, and STD prevention and education for women.

Scope of Work:

- A. CMWP will perform health education seminars to cover a variety of health topics
 - a. CMWP staff will visit Community Action centers as scheduled by the program manager and subject citizen participation
 - b. Participation will vary each visit based on citizen demand
- B. CMWP will submit information on attendance volume, and de-identified socio-demographic information on individuals that utilize their service including but limited to:
 - a. Number of attendees
 - b. Gender, age, race/ethnicity, and primary language spoken.
 - c. Any additional information that allows CMWP and the Community Action Division to gauge program outreach and demand for health education in Apopka

CMWP representatives will complete Exhibit C monthly detailing results to the following performance indicators:

Process measure:

- a. **SRV 5n:** STI/HIV Prevention Counseling Sessions
- b. **SRV 5o:** STI/HIV Screenings
- c. **SRV 5p:** Wellness Classes (stress reduction, medication management, mindfulness, etc.)

**EXHIBIT C
WEEKLY PARTNER REPORT FORM**

Name of Reporting Individual: _____

Name of Organization: Center for Multicultural Wellness and Prevention, Inc.

Date: _____ **Reporting Period:** _____ to _____

Number of individual clients	Of those, number of new clients	Total number of visits (all clients, new and existing)

National Performance Indicator (NPI)	NPI Description	Number of clients achieving NPI
SRV 5n	STI/HIV Prevention Counseling Sessions	
SRV 5o	STI/HIV Screenings	
SRV 5p	Wellness Classes	

Supporting documentation for outcome completion included with the report: Yes ___ No ___

Reporting Individual's Signature: _____

Reviewing County Staff Signature: _____



EXHIBIT "D"

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____



ORANGE COUNTY COMMUNITY ACTION DIVISION
Facility Use Application for
Partners Requesting Space to Conduct Services to Benefit the Public

I. Community Center

- East Orange
 Hal P. Marston
 Holden Heights
 John Bridges
 Lila Mitchell
 Maxey
 Pine Hills
 Taft

II. Organization Information

Name of Organization	Center for Multicultural Wellness and Prevention, Inc.
Mailing Address	641 North Rio Grande Avenue, Orlando Fl. 32805
Phone Number	407-648-9440
Email Address	mjfrancois@cmwp.org
Contact Person	April Johnson (321-303-8221)

Name of person authorized to sign agreement	Marie-Jose Francois
Title of person authorized to sign agreement	President/CEO

III. Organization Background and Goals

The mission of Center for Multicultural Wellness and Prevention is to enhance the health, wellness and quality of life for diverse populations in Central Florida.

We have been in existing for the past 24 years. We are a non-for-profit, non-clinical setting Community Based Organization.

We accomplish our mission by addressing health disparities, promoting health equity, and encouraging Behaviors that facilitate positive health outcomes.

IV. Service Description and Scope of Work

Please describe the eligibility criteria to participate in the program, and the kind of data you collect for the program including collection frequency, inputs, outputs, and outcomes.

- Health Education (asthma, heart disease, breast cancer and more)
 Sisters Organize to Survive Events (SOS) HIV activities for women
 Free HIV counseling and testing

V. Frequency and Duration of Activities

How often is your program?	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other:
On what days are you requesting to use the center?	(circle) M Tu W Th F Sa
What kind of setup does your meeting/event require? (ex. Classroom, Banquet, U-shape, Theater)	Private room
Approximately how many people will you serve per meeting?	10 – 12 (various)
What are the hours will the services be conducted?	Will be determined on the Center

(Including setup and cleanup)	Manager availability and space
-------------------------------	--------------------------------

Which Community Action's National Performance Indicator(s) (NPI) Outcomes best describes your services? (e.g. 1.1A; 1.2B; 2.2E, etc.) See attached.

SRV 5o

SRV 5p

Please be aware that all license agreements expire automatically on December 31st of the year the agreement was signed but may be renewed for up to three (3) additional one-year (1) terms. The maximum term of this agreement shall be for no more than three consecutive (3) years from the date of full execution of this agreement.

Signature below affirms that this application is complete and free from any intentional error:

Signature of Person Completing the Application

6/3/19

Date

VI. Review and Approval Criteria for Program Manager

- ✓ Application is complete
- ✓ Insurance information is complete
- ✓ Days of service, hours of operation, and requested frequency of services conform to Center, Division, Department and County operational requirements and not conflict with existing Facility Users.
- ✓ The person signing the Agreement is of sufficient organizational authority to provide consent for service delivery

a) Which room in the community center will this potential partner occupy?

Conference Room Large Activities Room Office Space Other

If other, please specify: _____

b) Is it your recommendation that this partner be granted access to the center at the hours, days, and times requested? Why or why not:

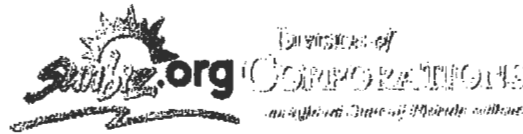
Program Manager Approval:

Date:

6/14/19

Division Manager Approval: _____

Date: _____



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Not For Profit Corporation
THE CENTER FOR MULTICULTURAL WELLNESS AND PREVENTION, INC.

Filing information

Document Number	N95000003401
FEI/EIN Number	59-3368679
Date Filed	07/18/1995
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/19/2003

Principal Address

641 NORTH RIO GRANDE AVE.
ORLANDO, FL 32805

Changed: 03/31/2010

Mailing Address

641 NORTH RIO GRANDE AVE.
ORLANDO, FL 32805

Changed: 03/31/2010

Registered Agent Name & Address

FRANCOIS, MARIE J
2542 FLETCH CT
LAKE MARY, FL 32746

Name Changed: 04/26/2001

Address Changed: 11/19/2003

Officer/Director Detail

Name & Address

Title Board Chair

Michael, Dey
521 Ventris Court
Maitland, FL 32751

Title President/CEO

Francois, Marie J, Dr.
 641 NORTH RIO GRANDE AVE.
 ORLANDO, FL 32805

Title Secretary

Randolph, Dwight
 6617 Ambassador Drive
 Orlando, FL 32818

Title Treasurer

Jett, Swannie, Phd
 600 Palermo Vista Ct
 Longwood, FL 32750

Annual Reports

Report Year	Filed Date
2017	02/13/2017
2018	04/20/2018
2019	04/15/2019

Document Images

04/15/2019 -- ANNUAL REPORT	View image in PDF format
04/20/2018 -- ANNUAL REPORT	View image in PDF format
02/13/2017 -- ANNUAL REPORT	View image in PDF format
03/11/2016 -- ANNUAL REPORT	View image in PDF format
01/11/2015 -- ANNUAL REPORT	View image in PDF format
04/01/2014 -- ANNUAL REPORT	View image in PDF format
03/28/2013 -- ANNUAL REPORT	View image in PDF format
02/17/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
03/31/2010 -- ANNUAL REPORT	View image in PDF format
03/20/2009 -- ANNUAL REPORT	View image in PDF format
06/04/2008 -- ANNUAL REPORT	View image in PDF format
05/18/2007 -- ANNUAL REPORT	View image in PDF format
06/08/2006 -- ANNUAL REPORT	View image in PDF format
04/30/2005 -- ANNUAL REPORT	View image in PDF format
02/18/2004 -- ANNUAL REPORT	View image in PDF format
11/19/2003 -- REINSTATEMENT	View image in PDF format
05/20/2002 -- ANNUAL REPORT	View image in PDF format
04/26/2001 -- ANNUAL REPORT	View image in PDF format
05/15/2000 -- ANNUAL REPORT	View image in PDF format
02/24/1999 -- ANNUAL REPORT	View image in PDF format
07/08/1998 -- ANNUAL REPORT	View image in PDF format
05/21/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
07/18/1995 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

OUR MISSION

The mission of the Center for Multicultural Wellness and Prevention, Inc. (CMWP) is to enhance the health, wellness and quality of life for diverse and ethnic populations in Central Florida.

We will accomplish our mission by addressing health disparities, promoting health equity, and encouraging behaviors that facilitate positive health outcomes.

OUR VISION

We envision a Central Florida without health disparities and 100% access to social and healthcare services for all Floridians.

CMWP MAIN OFFICE
641 N. RIO GRANDE AVE.
ORLANDO, FL 32805

PHONE: 407-648-9440
FAX: 407-648-8879
FAX: 407-237-3062

HOURS OF OPERATION
MONDAY – THURSDAY 9:00AM TO 7:00PM
FRIDAY 9:00AM TO 5:00PM

CMWP (Lake County)
4400 North Highway 19A, Suite 10
Mount Dora, FL 32757
Office: 352-357-6341 ext. 103

Fax: 407-648-8879 or 352-357-1434

Hours of Operation
Monday-Wednesday & Friday
9:00AM to 5:00PM
Closed Thursdays

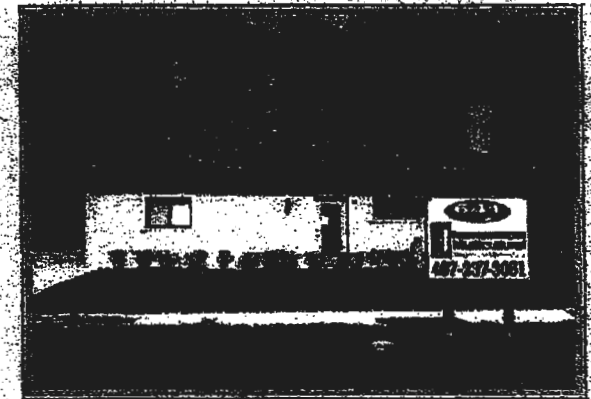
CMWP (Osceola County)
600 North Thacker Avenue
Suite D57 & D59
Kissimmee, FL 34741

Phone: 407-994-2760
Fax: 407-994-2761

Hours of Operation
Monday-Wednesday & Friday
9:00AM to 5:00PM

Multicultural
Wellness and Prevention

Facilitating access to services in Central Florida



**Facilitating Access
to Services
in Central Florida**

*We offer services in four languages
English-French-Creole-Spanish*

CMWP is a 501 (c) 3 non-profit agency.

www.cmwpd.org

LEADERSHIP

- CMWP has more than 19 years of serving Central Florida Residents
- Active Community Outreach programs
- More than 12 years of providing free health screenings
- Strong name recognition in the community
- CMWP is respected by the community at large
- Experienced and compassionate staff
- 80% of CMWP staff speaks 2 to 3 languages
- CMWP values and respect all individuals who seek their services
- CMWP places a high value on partnering with our EBO's, NGO's and CBO's to reach its clients.

WHAT WE DO

- Education/Group Sessions
- Health Fairs (Summits)
- Community Outreach Events
- Screenings (BMI, BP & Cholesterol)
- HIV Counseling and Testing
- Linkages and Referrals
- Case Management
- Special Housing Assistance
- Special Dental Assistance
- Special Psychosocial Services

WHO WE SERVE

- General Public
- Diverse and Ethnic groups

HEALTH & WELLNESS TOPICS

- ◊ Prostate Cancer
- ◊ Breast Cancer
- ◊ Cervical Cancer
- ◊ Colorectal Cancer
- ◊ HIV/AIDS
- ◊ Diabetes
- ◊ High Blood Pressure
- ◊ Healthy Lifestyle (Walking Club)
- ◊ Obesity and Healthy Eating
- ◊ Heart Attack and Stroke awareness classes
- ◊ Youth and Adult Tutoring

HOW WE GET THINGS DONE

- ◊ Strong and visionary Leadership
- ◊ Dedicated Board of Directors
- ◊ Dedicated Workers
- ◊ Volunteers
- ◊ Partnerships
- ◊ Sponsors
- ◊ Government Grants
- ◊ Individual Donations

Visit www.cmwp.org to see how you can help us serve more people in Central Florida.

IMPACT ON THE COMMUNITY

- Since 1995, CMWP has reached more than 175,000 uninsured people in Central Florida with a culturally and linguistically tailored health information and education.
- CMWP has assisted more than 1,000 unduplicated individuals per year with Ryan White Part A dental Service and psychosocial services.
- CMWP has provided free screenings to more than 15,000 uninsured and underinsured individuals at the Annual Caribbean Health Summit since 2002.
- CMWP has different types of services available for a wide range of clients. (See What We Do)
- CMWP's HOPWA program provides housing assistance to More than 500 unduplicated Individuals per year.
- CMWP has been able to develop and maintain a wide range of Community partners over the years to address important health Issues in Central Florida.
- CMWP has been able to reach more clients through its offices in Orange, Lake and Osceola Counties.



The mission of the Center for Multicultural Wellness and Prevention, Inc. is to enhance the health, wellness and quality of life for diverse and ethnic populations in Central Florida. We will accomplish our mission by decreasing health disparities in Central Florida.

CMWP is a nonprofit 501c3 community-based organization founded in 1994 to provide a variety of health education and outreach services to Orlando minority populations. CMWP is committed to addressing health disparities and remains in the forefront of health education among African Americans, Hispanics, Haitians and other minorities in Central Florida. CMWP is a well-known and established HIV/AIDS case management provider and has a long and successful track record of providing quality cost-effective programs and services targeting health disparities in Central Florida communities. CMWP has a proven track record of working with minority populations, specifically with African Americans. Programmatically, CMWP has experience in the delivery of health education and outreach in asthma, HIV/AIDS; cardiovascular disease; diabetes; colorectal, breast and cervical cancer; and Housing Assistance to Persons Living with HIV/AIDS (HOPWA).

The Center for Multicultural Wellness and Prevention will provide HIV prevention services and outreach that consists of HIV counseling and testing, comprehensive prevention for HIV-positive persons, prevention for HIV-negative persons at increased risk for HIV infections, community-level prevention, and linkage to prevention and essential support services.

Time and dates will be determined on the Center Manager availability and space



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hillb Group of Florida, LLC - Apopka DBA Gentry Insurance Agency 175 E Main St Ste 200 Apopka FL 32703-3213	CONTACT NAME: Leslie Briante	
	PHONE (A/C No. Ext): 407-886-3301	FAX (A/C No.): 407-886-9530
E-MAIL ADDRESS: leslie@gentryins.com		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: Philadelphia Indemnity Insurance Company		18058
INSURER B: Technology Insurance Company		42376
INSURER C: Old Republic Surety Company (B)		40444
INSURER D:		
INSURER E:		
INSURER F:		

INSURED CENTFOR-04
 The Center for Multicultural Wellness & Prev Inc
 641 N. Rio Grand Ave
 Orlando FL 32805


COVERAGES **CERTIFICATE NUMBER:** 1853879862 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PHPK1959551	3/20/2019	3/20/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1859551	3/20/2018	3/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TWC3777491	3/20/2018	3/20/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers		ALT79236	4/24/2019	4/24/2020	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insurer A: Employee Dishonesty PHPK1959551 03/20/2019 to 03/20/2020. Insurer A: (claims made) Professional Liability PHPK1959551 Each Claim \$1,000,000/Aggregate \$3,000,000 Effective Date 03/20/2019 to 03/20/2020 Insurer A: Sexual or Physical Abuse or Molestation Effective date 3/20/2019 to 3/20/2020 Aggregate Limit \$300,000 Each Abusive Conduct Limit \$100,000

RE: Contract Y16-149F, Health and Support Services for Persons with HIV Spectrum Disease - Ryan White Part A.
 Orange County Board of County Commissioners is included as Additional Insured as respects General Liability per contract. Waivers of Subrogation in favor of Orange County Board of County Commissioners as respects General Liability and Workers Compensation. Endorsements: CG2026; PI-GLD-HS and WC000313 4-84 attached.

CERTIFICATE HOLDER Orange County Board of County Commissioners c/o Procurement Division 400 E. South Street Orlando FL 32802 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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POLICY NUMBER: PHPK1959551

COMMERCIAL GENERAL LIABILITY
CG 20 28 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Orance County Board of County Comimissioners

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3, is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Orange County Board of County Commissioners c/o CertFocus PO Box
140528 Kansas City MO 64114-8528

25.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	3/20/2019	Policy No.	TWC3777491	Endorsement No.	1
Insured	CENTER FOR MULTICULTURAL, WELLNESS AND PREVENTION, INC.			Premium \$	2,835
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by *Debra Dickmeist*