#### Interoffice Memorandum

October 7, 2020

## **AGENDA ITEM**

TO:

Mayor Jerry L. Demings

-AND-

**Board of County Commissioners** mie CBMA

THRU:

Lonnie C. Bell, Jr., Director

Community and Family Services Department

FROM:

Sonya L. Hill, Manager

**Head Start Division** 

Contact: Khadija Pirzadeh, (407) 836-8912

Sonya Hill, (407) 836-7409

SUBJECT:

Consent Agenda Item – October 27, 2020

Agreement between Orange County, Florida and Homeless Services Network of Central Florida, Inc. for the purpose of Interagency Referral Agreement

The Head Start Division requests approval of the Agreement between Orange County, Florida and Homeless Services Network of Central Florida, Inc. for the purpose of Interagency Referral Agreement. The Homeless Services Network provides transitional and permanent housing services to the homeless population of Central Florida. The agency will also refer homeless children to the Head Start Program. There is no cost to the County.

**ACTION REQUESTED:** 

Approval and execution of Agreement between Orange County, Florida and Homeless Services Network of Central Florida, Inc. for the purpose of Interagency Referral Agreement.

SH/kp:jam

#### Attachment

c: Carla Bell Johnson, Acting Assistant County Administrator Cristina Berrios, Assistant County Attorney, County Attorney's Office John Petrelli, Director, Risk Management and Professional Standards Yolanda Brown, Manager, Fiscal Division, Community and Family Services Jamille Clemens, Grants Supervisor, Finance Division Nanette Melo, Assistant Manager, Office of Management and Budget Auria Oliver, Management and Budget Advisor, Office of Management and Budget BCC Mtg. Date: October 27, 2020

#### AGREEMENT

between

## ORANGE COUNTY, FLORIDA

and

## HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.

for the purpose of

### INTERAGENCY REFERRAL AGREEMENT

THIS REFERRAL AGREEMENT ("Agreement") is entered into by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose principal address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "County"), on behalf of its Head Start Division, and the HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC., a not-for profit corporation organized under the laws of the State of Florida, with its principal office located at 4065-D L.B. McLeod Road, Orlando, Florida 32811 (the "Agency"). The parties may be individually referred to as "party" or collectively referred to as "parties."

#### RECITALS

WHEREAS, the County, through its Community and Family Services Department and Head Start Division, provides social services to Orange County's vulnerable populations and their families through the following Head Start Programs: (1) Early Childhood Development & Education, (2) Parent, Family & Community Engagement, (3) Eligibility, Recruitment, Selection, Enrollment, and Attendance ("ERSEA"), and (4) Mental Health and Disabilities; and

WHEREAS, a key component of the Federal Head Start Performance Standard (45 CFR Part 1302, Subpart A) is the recruitment of children and families to apply for Head Start services with specific efforts directed toward actively locating and recruiting homeless children; and

WHEREAS, Federal Performance Standard (45 CFR Part 1302, Family and Community Engagement Program Services, Subpart E) Section 1302.53(a)(2)(vi) requires the County to establish collaborative relationships with community organizations that may include housing assistance agencies and providers of support for children and families experiencing homelessness; and

WHEREAS, the County believes that the reach, quantity, and quality of services available to vulnerable children and their families can be enhanced through collaboration with local community organizations that provide social services; and

WHEREAS, one method of collaboration and recruitment is establishing referral relationships with various community organizations that provide social services within the

Central Florida community to ensure that: (1) those community organizations can refer clients to the County for Head Start services, and (2) the County can refer Head Start children and families to those community organizations for social services; and

WHEREAS, the Agency is one such community organization that provides transitional and permanent housing services to Central Florida's homeless population and is also able to refer Orange County children and families to the County for Head Start services; and

WHEREAS, the County is able to refer Orange County children and families enrolled in its Head Start program in need of transitional or permanent housing to the Agency for housing services; and

**NOW THEREFORE,** in mutual covenants set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated in this Agreement as material part of this Agreement by reference.

# Section 2. Documents.

- A. The documents that are incorporated by either reference or exhibit and thereby form this Agreement are:
  - 1. This Agreement; and
  - 2. Exhibit A: Scope of Services.

## Section 3. The Obligations of the Parties.

- A. Both the County and the Agency will meet the obligations as described in the *Scope of Services* attached to this Agreement as **Exhibit "A."** This *Scope of Services* shall not, in any way, provide for any services that the County or the Agency do not perform in the course of their usual business practices and activities.
- B. **No Financial Commitment.** The parties agree that all services performed under this Agreement shall be for referral to the other's services only and shall be without any form of payment or other financial compensation by either party. Any costs or expenses incurred by either party shall be the sole responsibility of that respective party.
- C. No Guarantee of Referral. The parties understand that resources are limited and that the County and the Agency will do their best to accept referrals from one another when appropriate and possible. Notwithstanding the foregoing, there is no obligation on either party to accept a referral from the other or to make a referral to the other.
- D. Non-Exclusive Referral Agreement. By execution of this Agreement, the Agency hereby acknowledges that the County is under no obligation to refer children and families

enrolled in the Head Start Program to the Agency exclusively and understands that the County may freely enter into similar referral agreements with other agencies.

- E. Confidential Information. Through execution of this Agreement, both parties acknowledge their obligations to comply with the federal Health Insurance Portability and Accountability Act's ("HIPAA") Privacy Rules, the Breach Notification rules under the Health Information Technology for Economic and Clinical Health Act, and the Florida Information Protection Act when dealing with, and maintaining, protected information and records. No Protected Health Information or Personally Identifiable Information shall be shared between the parties but for the exception found in subparagraph "E" below.
- F. Required Consent for Referrals. All referrals made to or by the County in which any Protected Health Information or Personally Identifiable Information will be shared from the County to the Agency (or vice versa) shall be made only with written and executed consent by the client in question or the legal guardian of the client in question. That consent shall cover the transfer of any information that could be considered protected or confidential under the federal Health Insurance Portability and Accountability Act or the Florida Information Protection Act.

## Section 4. Term, Renewals, and Termination.

- A. Term and Renewals. The term of this Agreement shall begin upon full execution by both parties and shall terminate three (3) years thereafter. This Agreement may be renewed for up to two (2) additional three (3) year terms upon written mutual consent by both parties.
- B. Termination for Convenience. Either party may terminate this Agreement at any time for any reason by giving at least fourteen (14) calendar days' written notice to the non-terminating party. Notice of termination shall be provided in accordance with the "Notices" Section of this Agreement. No damages may be assessed against either party for its termination of this Agreement.

#### Section 5. Notices.

A. Notices to either party provided for in this Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following:

To the County:

Orange County Head Start Division Attn: Division Manager 1718 2100 East Michigan Street Orlando, Florida 32806

AND

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

Homeless Services Network Attn: COC Program Coordinator 4065 L.B. McLeod Road, Suite D Orlando, Florida 32811

B. Either of the parties may change their addresses or person designated to receive notices by providing the other party written notice of said change at the address included in this Section.

# Section 6. Indemnification, Liability, and Insurance.

- A. Indemnification. To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's 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 any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event that the Agency is a state department or division or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes.
- B. Liability. Excluding obligations under any business associate agreement between the parties, indemnification obligations, willful misconduct, gross negligence, fraud, or violations of law, neither party will be liable to the other whatsoever for any special, consequential, exemplary, or punitive damages, including any damages on account of lost profits or lost opportunity, whether or not placed on notice of any such alleged damages and regardless of the form of action in which such excluded damages may be sought. Nothing contained in this Agreement shall constitute as a waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- C. **Insurance.** The Agency will have in force, and agrees to provide the County with a Certificate of Insurance showing that the Agency carries and maintains at least the following insurance coverage and coverage amounts:
  - 1. Comprehensive General Liability the Agency shall provide coverage for all operations, including, but not limited to, Contractual, and Products and Completed Operations. The limits will not be less than one million and no/100 dollars (\$1,000,000.00) Combined Single Limit (CSL) bodily and property damage, or its equivalent.
  - 2. Professional Liability if the Agency is providing any professional services, the Agency shall maintain professional liability (errors and omissions or medical malpractice) coverage with limits of not less than five hundred thousand and no/100 dollars (\$500,000.00) per occurrence.

- 3. Sexual Abuse & Molestation- with a limit of not less than \$100,000 per occurrence/claim.
- 4. 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 obligations under this Agreement, nor shall it make the County liable for any failure of the Agency to meet the foregoing requirements.

Section 7. Civil Rights. The parties agree that they shall perform their respective obligations under this Agreement without discrimination toward any participants, employees or other persons regardless of race, creed, color ethnic background, religion, gender disability or ability to pay. All parties are equal opportunity employers. All parties shall comply with all applicable requirements and provisions of the Civil Rights Acts of 1964 and 1991 and Florida law.

# Section 8. General Terms.

- A. Independent Contractor. The Agency is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Agency's sole discretion, supervision, and control. The Agency shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Agency relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. Neither party shall have the power or authority to bind the other in any promise, agreement, nor representation other than as specifically provided for in this Agreement. Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between the Agency and the County.
- B. No Waiver of Sovereign Immunity. Nothing contained in this Agreement 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.
- C. Assignments and Successors. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.
- D. Governing Law. This Agreement, and any and all actions directly or indirectly associated with this Agreement, will be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

- E. Venue. For any legal proceeding arising out of or relating to this Agreement, each party by agreeing to this Agreement submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit 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 will be in the Orlando Division of the United States Middle District of Florida.
- F. 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 Agreement.
- G. Attorney's Fees and Costs. The "Indemnification" subsection of this Agreement excepted, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly, from this Agreement.
- H. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.
- I. Survivorship. These provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by the way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.
- J. Construction; No Representations. The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement. Additionally, 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 Agreement.
- K. Remedies. No remedy in this Agreement 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 under this Agreement or now or after termination of this Agreement existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, powers, or remedies under this Agreement shall preclude any other or further exercise of any rights powers or remedies.

- L. Written Modification. No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.
- M. 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 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 Agreement as stated.
- N. No Third Party Beneficiaries. Nothing in this 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 Agreement.
- O. Compliance with Laws. It shall be each party's responsibility to be aware of federal, state and local laws relevant to this Agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or license necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.
- P. Authority to Practice. The Agency, by this Agreement, represents and warrants that it has and will continue to maintain all licenses, permits, and approvals that are required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses, permits, and approvals shall be submitted to the County upon request.
- Section 9. Entire Agreement. This Agreement, and any documents incorporated in this Agreement, set forth and constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This 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 Agreement, as it relates to the services provided under this Agreement.

[ SIGNATURES ON FOLLOWING PAGE ]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

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	ORANGE COUNTY, FLORIDA  By: Orange County Board of County Commissioners
	By: Frame Burola  Jerry L. Demings  Orange County Mayor
	OCT 2 7 2020 Date:
ATTEST: Phil Diamond, CPA, Cor As Clerk of the Board of County Con   Katic finish   Deputy Clerk	ommissioners
	HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.
	By Martha are
	Printed Name: Martha Are
	Title: CEO
	Date:

# EXHIBIT A SCOPE OF SERVICES

1. **Purpose.** This Agreement establishes a referral relationship between the County and the Agency whereby the County refers children and families enrolled in the County's Head Start Program to the Agency for housing services, and the Agency refers children and families to the County's Head Start Program for education, nutrition, health, family, and other social services.

## 2. Referrals.

- A. The County shall offer and provide the Agency's name, location, and contact information to children and families that contact the County or are enrolled in the County's Head Start Program and express an interest or are in need of the housing services provided by the Agency.
- B. The Agency shall offer and provide the name, locations, and contact information for the County's Head Start Centers to children and families that contact the Agency and express an interest or are in need of the services provided by the County's Head Start Program.
- C. The parties shall evaluate referrals and provide services to children and families that meet the parties' respective qualifications for services. Each party shall be the sole determiner of whether referred children and families qualify for their respective services. Nothing in this Agreement shall require a party to provide services if said party determines that it is unable to provide services or determines that the referred children or families do not qualify for their respective services.
- 3. **Cost.** The parties agree that all services performed under this Agreement shall be for referral to the other's services only and shall be without any form of payment or other financial compensation by either party. Any costs or expenses incurred by either party shall be the sole responsibility of that respective party.