



**Interoffice Memorandum**

May 5, 2022

**AGENDA ITEM**

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

THRU: Dr. Tracy Salem, Interim Deputy Director  
Community and Family Services Department

FROM: Sonya L. Hill, Manager  
Head Start Division  
**Contact: Sandra Ruff, (407) 836-6504**  
**Sonya Hill, (407) 836-7409**

SUBJECT: **Consent Agenda Item – May 24, 2022**  
Interagency Referral Agreement between the Children’s Home, Inc.  
D/B/A Children’s Home Network Provider Contract

The Head Start Division requests Board approval of the Interagency Referral Agreement between the Children’s Home, Inc. D/B/A Children’s Home Network and Orange County, Florida. The Agreement will allow a referral relationship between the County and the Referral Partner whereby, the County refers children and families enrolled in the County’s Head Start Program to the Referral Partner for information and assistance in navigating various social service systems. The Referral Partner refers children and families to the County’s Head Start Program for education, nutrition, health, and other social services. The term of the contract is from May 9, 2022 through May 31, 2023.

**ACTION REQUESTED: Approval and execution of Agreement between Orange County, Florida and The Children’s Home, Inc. D/B/A Children’s Home Network related to Interagency Referral Agreement.**

SH/smm:jamh

Attachment

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**AGREEMENT**  
*between*  
**ORANGE COUNTY, FLORIDA**  
*and*  
**THE CHILDREN'S HOME, INC.**  
**D/B/A CHILDREN'S HOME NETWORK**  
*related to*  
**INTERAGENCY REFERRAL AGREEMENT**

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**THIS 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, FL 32801 (the "County"), on behalf of its Head Start Division, and **THE CHILDREN'S HOME, INC. D/B/A CHILDREN'S HOME NETWORK**, a not-for profit corporation organized under the laws of the State of Florida, with its principal office located at 10909 Memorial Highway, Tampa, Florida 33615 (the "Referral Partner"). The parties may be individually referred to as "party" or collectively referred to as "parties."

**RECITALS**

**WHEREAS**, the County, through its Head Start Division, provides early childhood and development education and social services to Central Florida's vulnerable populations, and the families of members of those vulnerable populations through programs and services including the following: nutrition, health, mental health, parental involvement, family support, the Male Partnership Project, and Family Literacy program; and

**WHEREAS**, the County believes that the reach, quantity, and quality of services available to those vulnerable populations, and the family members of those vulnerable populations, can be enhanced through collaboration with different social service agencies throughout the Central Florida community; and

**WHEREAS**, one method of collaborating is establishing referral relationships with different social service agencies throughout the Central Florida community to allow: (1) those agencies to refer clients to the County for social services; or (2) the County to refer clients to those agencies for social services; and

**WHEREAS**, the Referral Partner is one such social services agency that is able to refer clients to the County for social services, or to which the County's clients can be referred for social services.

**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 as a 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 Referral Partner will meet the obligations as described in the Scope of Services that is attached to this Agreement as “**Exhibit A.**” The Scope of Services shall not, in any way, provide for any services that the County or the Referral Partner 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. Both parties shall be solely responsible for their own costs and expenses incurred as a result of providing Services pursuant to this Agreement.

C.     **No Guarantee of Referral.** The parties acknowledge that their resources are limited and agree to accept qualifying referrals from one another when resources permit. 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.     **Confidential Information.** The 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.

E.     **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 County to Referral Partner (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 and Termination.**

A. **Term.** The term of the 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.** Either party may terminate this Agreement at any time for any reason by giving at least fourteen (14) calendar days' written notice. 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 the Agreement, regardless of whether that termination was for convenience or cause.

**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  
2100 East Michigan Street  
Orlando, FL 32806

**AND**

Orange County Administration and Fiscal Services  
Administration Building, 5<sup>th</sup> Floor  
201 S. Rosalind Avenue  
Orlando, FL 32801

**To the Referral Partner:** Children's Home Network  
Attn: Director of Kinship  
5749 Westgate Drive  
Orlando, Florida 32855

B. Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

**Section 6. Indemnity, Sovereign Immunity, Liability, and Independent Contractor.**

A. **Indemnity.** The Referral Partner agrees to indemnify the County as set forth in this section:

1. If the Referral Partner **is not** a state agency or subdivision as defined in Section 768.28(2), then, to the fullest extent permitted by law, the Referral Partner 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, costs, 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 Referral Partner or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Subject to the foregoing, each party shall be liable for any negligent act or omission by its officers, directors, agents, or employees and shall indemnify, defend, and hold harmless the other party and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising solely from such negligent act or omission. It is agreed by the parties that specific consideration has been paid under this Agreement for this provision.

2. If the Referral Partner is a state agency or subdivision as defined in Section 768.28(2), Florida Statutes, then each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' 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 from the indemnifying party's negligent performance under this Agreement.

**B. No Waiver of Sovereign Immunity.** Nothing contained in any provision of this Agreement shall constitute or be construed or interpreted as a waiver by the County, or any state agency or subdivision as defined in Section 768.28(2), Florida Statutes, of its sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

**C. Liability.** The County shall not be responsible to the Referral Partner for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

**D. Independent Contractor.** The parties agree that the relationship between the County and the Referral Partner that is established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any employment relationship between the County or any of its employees and the Referral Partner or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

**Section 7. Insurance.** The Referral Partner shall procure and maintain insurance in such forms and with limits sufficient to cover the agency, its officials and employees. If the Referral Partner will be providing services on County property or at County facilities, then specific insurance requirements may be attached to this Agreement as "**Exhibit B,**" which when added will become a part of this Agreement.

**Section 8. General Terms.**

A. **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.

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

C. **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.

D. **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.

E. **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.

F. **Attorney's Fees and Costs.** The indemnity provision 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.

G. **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.

H. **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.

I. **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.

J. **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.

K. **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.

L. **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.

M. **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.

N. **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.

O. **Nondiscrimination.** 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.

P. **Authority to Practice.** The Referral Partner, 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.

**[SIGNATURES ON FOLLOWING PAGES]**



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



**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

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

Date: May 24, 2022

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

By: *Phil Diamond*  
Deputy Clerk

**THE CHILDREN'S HOME, INC.  
D/B/A CHILDREN'S HOME NETWORK**

By: *Irene Rickus*

Name: Irene K. Rickus

Title: President/CEO

Date: 02 / 07 / 2022

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. **Purpose.** The purpose of this Agreement is to establish a referral relationship between the County and the Referral Partner whereby the County refers children and families enrolled in the County's Head Start Program to the Referral Partner for information and help navigating various social service systems, and the Referral Partner refers children and families to the County's Head Start Program for education, nutrition, health, family, and other social services ("Services").
  
2. **Referrals.**
  - A. The County shall offer and provide the Referral Partner'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 Services provided by the Referral Partner.
  
  - B. The Referral Partner shall offer and provide the name, locations, and contact information for the County's Head Start Centers to children and families that contact the Referral Partner 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 Referral Agreement shall require a party to provide Services if said party determines that it is unable to provide Services or the referred children or families do not qualify for Services.
  
3. **Orange County Services.**
  - A. The County shall designate a specific point of contact for the purposes of facilitating this Agreement ("County Liaison").
  
  - B. The County may provide the Referral Partner with an overview of its Head Start Program and literature, brochures, or flyers.
  
  - C. The County Liaison may participate in collaborative meetings with the Referral Partner.
  
  - D. The County may describe the enrollment process to the Referral Partner including enrollment criteria.
  
  - E. The County may provide the Referral Partner with copies of standardized or template documents that are necessary for enrollment purposes.

**4. Referral Partner Services.**

- A. The Referral Partner shall designate a specific point of contact for the purposes of facilitating this Agreement (“Referral Partner Liaison”).
- B. The Referral Partner may provide the County with an overview of its services and programs including literature, brochures, and flyers.
- C. The Referral Partner may describe its enrollment process to the County including enrollment criteria.

**5. Cost.** The parties agree that all Services performed under this Referral 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.

# Signature Certificate

Reference number: RZ83E-CHDBR-BAZ9B-EACFU

**Signer**

**Timestamp**

**Signature**

**Irene Rickus**

Email: irickus@childrenshomenetwork.org

Shared via link

Sent:

07 Feb 2022 20:55:03 UTC

Viewed:

08 Feb 2022 02:07:40 UTC

Signed:

09 Feb 2022 13:37:25 UTC

*Irene Rickus*

IP address: 47.198.29.14

Location: Odessa, United States

Document completed by all parties on:

09 Feb 2022 13:37:25 UTC

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