



Interoffice Memorandum

June 20, 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
Community Action Division

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

SUBJECT: **Consent Agenda Item – July 2, 2019**
Agreement with Children’s Home Society of Florida

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 Children’s Home Society of Florida, in collaboration with the Neighborhood Center for Families, will provide individual/family counselors for families who do not have insurance and/or cannot afford a copayment for mental health services at the John Bridges Community Center. When appropriate, clinicians can offer group sessions for a variety of subjects and concepts that help improve the mental health functioning, interactions, and relationships within a family and/or community.

ACTION REQUESTED: **Approval and execution of License Agreement between Orange County, Florida and Children’s Home Society of Florida related to Not-for-Profit Community Center Utilization for the Provision of Services Benefitting the Public License Agreement No. 20190506 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:jam

Attachment

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

LICENSE AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CHILDREN'S HOME SOCIETY OF FLORIDA

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 **CHILDREN'S HOME SOCIETY OF FLORIDA** (the "Agency"), a non-profit organization with a principal address located at 482 S. Keller Road, Orlando, FL 32810. 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 Community and Family Services Division so that he or she may execute any permitted renewals of this License Agreement so long as such renewals do not substantively change or alter the terms and conditions of this License Agreement.

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. **Equal Opportunity and Nondiscrimination Policy.** Pursuant to Section 17-288, Orange County Code, the County shall not extend public funds or resources in a manner that would encourage, perpetuate or foster discrimination. As such, any and all person(s) doing business with the County shall recognize and comply with the County's "Equal Opportunity and Nondiscrimination Policy," which is intended to assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin. This policy is enforced by Section 17-314, Orange County Code, and the County's relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the County's commitment to its Equal Opportunity and Nondiscrimination Policy by requiring the following provisions in all County contracts:

1. The Agency represents that the Agency has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through 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 License Agreement; provided, that the Agency 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 of the obligations of this License Agreement are to be performed by subcontractor(s), the provisions of subsections (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: Chief Operating Officer
Children's Home Society
482 S. Keller Road
Orlando, Florida 32810

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. Additionally, the parties deem the services to be rendered pursuant to this License Agreement to be personal in nature. As such, 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*
for *Jerry L. Demings*
Orange County Mayor

Date: *2 July 2019*

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

Craig A. Stopeya
By: Deputy Clerk
for
Date: *JUL 02 2019*

THE AGENCY

By: *Deborah S. Adkins*
Printed Name: *Deborah S. Adkins*

Date: *6/6/19*
Official Title: *Chief Financial Officer*

STATE OF *Florida*
COUNTY OF *Orange*

The foregoing instrument was acknowledged before me this *6th* day of *June*, 20*19*, by *Deborah S. Adkins*, who is personally known to me or produced _____ as a form of valid identification.



Angela M. King
Signature Notary Public

EXHIBIT A

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

Room: Confidential room

Days: Monday –Friday as scheduled by client and center supervisor

Frequency: Daily

Hours: Appointments to be scheduled during center operating hours

EXHIBIT B

Summary:

The objective of the Children's Home Society of Florida (CHS) in collaboration with the Neighborhood Center for Families (NCF) is to provide individual/family counselors for families who do not have insurance and/or cannot afford a copayment for mental health services. When appropriate, clinicians can offer group sessions for a variety of subjects and concepts that help improve the mental health functioning, interactions, and relationships within a family and/or community.

Scope of Work:

A. CHS uses the CALF (Collaborative Assessment of Life Functioning) as an evaluation tool at the beginning of each service to determine areas of need for an individual or family.

- a. The CALF is completed upon service initiation, every 3 months during services, and at the conclusion of services.
- b. A psychosocial assessment is also completed at the beginning of services (2nd or 3rd session) to gather background and current information on clients to augment information from the CALF.
- c. A treatment plan is to be completed by session 4 and serves to identify goals and objectives for the services
- d. Goals and objectives are based on CALF domains identified in the 1st and 2nd sessions
- e. A treatment plan review will be completed every 3-4 months that services are provided to help track client progress toward goals, and/or to create new goals and objectives for treatment.
- f. Other assessments may be used as needed to further assess a variety of needs and track client progress
- g. Services will be made available Monday –Friday in a room that has a door that can be closed to ensure confidentiality.

Outcome measures:

- h. FNPI 5c: The number of individuals who demonstrated improved mental and behavioral health and well-being
- i. FNPI 5d: The number of individuals who improved skills related to the adult role of parents/ caregivers.
- j. FNPI 5e: The number of parents/caregivers who demonstrated increased sensitivity and responsiveness in their interactions with their children.

Process measures

- k. SRV 5u: Mental health assessments
- l. SRV 5v: Mental health counseling
- m. SRV 5w: Crisis response/ call-in response
- n. SRV 5aa: Mental health support group meetings
- o. SRV 5ll: Life skills coaching sessions
- p. SRV 5mm: Parenting classes

EXHIBIT C

AGENCY EVALUATION FORM

Name of Reporting Individual: _____

Name of Organization: _____

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
FNPI 5c	The number of individuals who demonstrated improved mental and behavioral health and well-being	
FNPI 5d	The number of individuals who improved skills related to the adult role of parents/ caregivers	
FNPI 5e	The number of parents/caregivers who demonstrated increased sensitivity and responsiveness in their interactions with their children	
SRV 5u	Number of mental health assessments completed	
SRV 5v	Number of mental health counseling clients	
SRV 5w	Number of crisis calls and sessions	
SRV 5aa	Number of mental health support group meeting attendees	
SRV 5ll	Number of life skills coaching sessions	
SRV 5mm	Number of people who complete parenting 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

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> East Orange | <input type="checkbox"/> Hal P. Marston | <input type="checkbox"/> Holden Heights | <input checked="" type="checkbox"/> John Bridges |
| <input type="checkbox"/> Lila Mitchell | <input type="checkbox"/> Maxey | <input type="checkbox"/> Pine Hills | <input type="checkbox"/> Taft |

II. Organization Information

Name of Organization	Children's Home Society of Florida
Mailing Address	482 S Keller Rd Orlando, Fl 32810
Phone Number	O:407-896-2323 C: 407-712-5456
Email Address	Brandy.biglow@chsfl.org
Contact Person	Brandy Biglow

Name of person authorized to sign agreement	Andry Sweet
Title of person authorized to sign agreement	Chief Operating Officer

III. Organization Background and Goals

(Example Only: The objective of the Southwest Home Owner's Association is to improve or maintain the neighborhood quality of life for its residents).

The objective of Children's Home Society of Florida in collaboration with the Neighborhood Center for Families is to provide individual/family counselor for families who do not have insurance and/or cannot afford the copay for mental health services. When appropriate, clinicians can offer groups for a variety of subjects and concepts that help improve the mental health functioning, interactions and relationships within a family and/or community

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.

CHS/NCF uses the CALF (Collaborative Assessment of Life Functioning) that is completed at the beginning of services to determine areas of need. This assessment is completed at the opening of services, every 3 months services are opened and at the close of services. A psychosocial is completed at the opening of services (2nd or 3rd session) to gather background and current information to help assess needs. A treatment plan is completed by the 4th session to identify goals and objectives to work on during services. This is based on CALF domains identified in the 1st/2nd session. A treatment plan review is completed every 3/4th month that services are opened to help track client progress on identified goals and objectives and/or identify new goals and objectives to be worked on while in treatment. Other assessments can used as needed to help further assess a variety of needs and track client progress.

V. Frequency and Duration of Activities

How often is your program?	<input checked="" type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Other:
On what days are you requesting to use the center?	(circle) <u>M Tu W Th F Sa</u>				
What kind of setup does your meeting/event require? (ex. Classroom, Banquet, U-shape, Theater)	An office when the door can be closed to have Confidential meetings/sessions				
Approximately how many people will you serve per meeting?	1-3 (based on individual or family session)				
What are the hours will the services be conducted? (Including setup and cleanup)	M-F 8a-5p unless a special event held After hours with coordination				
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.					
CNPI _____ FNPI <u>5c,5d,5e</u> SVC <u>5u,5v,5w, 5aa,5ll, 5mm</u>					

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:

Brandy K. Biglow, LMHC
Signature of Person Completing the Application

4/26/19
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: Eddie Brown Date: 5/16/19

Division Manager Approval: _____ Date: _____



**Ending the need for
foster care as we know it.**

The struggles are real.

The challenges ... increasingly complex.

And our children and families face them every day.

But – because of Children’s Home Society of Florida – they’re not alone in their fight to succeed.



SOLUTIONS & SERVICES IN CENTRAL FLORIDA

EARLY CHILDHOOD

Healthy Families provides support and guidance to help parents as they navigate the rollercoaster of parenting. By actively collaborating with families, we empower parents to guide their children to reach milestones, learn confidence and prepare to enter kindergarten on track.

Early Head Start allows CHS to work with parents during some of their child’s most important developmental years. This program helps guide parents through their child’s early years as they lay the foundation for their child to be ready to enter Pre-K.

COMMUNITY SOLUTIONS

A Community Partnership School is the hub of a community, a “safe zone” focused on student success – in school and beyond. At our Community Partnership Schools, we strive to increase student success at school, provide access to resources to improve physical and emotional health, increase parental involvement and empower students to shine.

CHS is a partner in two Community Partnership Schools in Central Florida:

Evans High School: Core partners include Children’s Home Society of Florida, Orange Blossom Family Health, Orange County Public Schools and the University of Central Florida.

OCPS Academic Center for Excellence: Core partners include Boys & Girls Club of Central Florida, Children’s Home Society of Florida, Orange Blossom Family Health Orange County Public Schools, Rosen Foundation, University of Central Florida and Valencia College.

BEHAVIORAL HEALTHCARE

Our Counseling Services empower children, teens, and families to work through and overcome roadblocks that may be holding them back from realizing their full potential.

Committed to removing barriers to access, CHS offers counseling in homes, school, the community and even virtually. As one of the first providers of telehealth for children and families in Florida, CHS allows families or individuals to connect with a counselor easily by conveniently using a smartphone, tablet or computer ... wherever they are. This convenient solution also reduces the anxiety of traditional services.

Our Neighborhood Centers for Families provides counseling for those who currently do not have insurance or cannot afford to pay their insurance premiums. Counselors work collaboratively with other agencies such as Goodwill, 4C, the Health Department, and others, to assist families who are in crisis or need support to increase stability.

CHILD WELFARE

Through CINS/FINS, we empower children and teens to positively build upon strengths, coach families through tough topics and provide an additional layer of support for parents. By partnering with parents and

children, we provide solutions and support for kids ages 6 to 17 who struggle with truancy, run away from home, exhibit aggressive and/or violent behaviors, exhibit defiance and/or may be at risk of entering the juvenile justice system.

Our **Targeted Case Management** services help parents be their child's greatest advocate and safely work through challenges – even if every day feels like another crisis – so their child can remain at home and school (when appropriate). We provide services at home, school or daycare – wherever it is convenient and comfortable.

Our **Family Visitation Center** offers a safe, child-friendly environment for supervised visits for children in foster care and their parents. This is a critical part of bringing families back together.

The **Perinatal Program** provides first-time parents with tools to provide a nurturing and healthy environment for children. Many parents have little or no support system. This free program provides peer group meetings, parenting classes, one-on-one professional support and guidance, social events and a "mom shop" for moms.

Comprehensive Adoption Services provides support for children who have been in foster care, birth parents, adoptive families and foster families. Understanding the many emotions that come with adopting, CHS offers pre- and post-adoption support and training to keep families strong.

Dependency Case Management provides security, guidance and opportunities to families involved in the foster care system. Children unable to live safely with their parents – at least for a little while – find stability and safety while we partner with their parents to empower them to work through challenges and – when safe to do so – bring their children back home.

When it is not safe for a child to live at home – at least for a little while – we want to do all we can to ensure they are quickly welcomed into a loving foster family. At CHS, we recruit local homes for local kids and provide training and support for foster parents. As we partner with foster parents, we provide support for the entire family, while working with other community organizations to help ensure safety and comfort for children in foster care. We also actively recruit therapeutic foster homes to care for children with special behavioral needs.

You can empower children to realize their full potential.

DO GOOD WITH US!

DONATE – Make a one-time or ongoing gift to help children and families by visiting www.chsfl.org/donate. Contact us for assistance with gifts of stock, donor advised funds, grants and foundations.

LEARN MORE – Contact us to learn more about the solutions and services we provide to children and families or take a tour of one of our centers or schools in the Orlando Area.

VOLUNTEER – Donate your time, change a child's life and be inspired. See how infectious the joy from our children can be. To learn more or get involved today, please contact:

TO SUPPORT: Casey Schroder, Director of Distinguished Gifts | 321-397-3096 | Casey.Schroder@chsfl.org
FOR PROGRAMS: Sherri Gonzales, Regional Executive Director | 352-339-5992 | Sherri.Gonzales@chsfl.org

CHSFL.ORG/CENTRALFLORIDA

CHILDREN'S HOME SOCIETY OF FLORIDA, REGISTRATION #CH180, IS REGISTERED WITH THE STATE UNDER THE SOLICITATION OF CONTRIBUTIONS ACT. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE OR BY VISITING WWW.BOOHEL.PFLA.COM. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE.



CHILD-1

OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2018

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 Combs Insurance Services, LLC Mark Combs 2 South Orange Avenue, Ste 203 Orlando, FL 32801 Mark Combs	407-377-7701		CONTACT NAME: Mark Combs	
			PHONE (A/C, No, Ext): 407-377-7701	FAX (A/C, No): 407-377-7702
INSURER(S) AFFORDING COVERAGE				
INSURER A: Alliance of Nonprofits for Ins				NAIC #: 10023
INSURER B: United Wisconsin Insurance Co				29157
INSURER C:				
INSURER D:				
INSURER E:				
INSURER F:				

INSURED The Children's Home Society of Florida
482 South Keller Road
Orlando, FL 32810

COVERAGES CERTIFICATE NUMBER: 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	ADDL SUBR (NGD, 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		2018-30265	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	2018-30265AU	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB. EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	2018-30265UM	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 5,000,000 DED <input checked="" type="checkbox"/> RETENTIONS 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A	14000010022	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	D&O/EPL		2018-30265DO	07/01/2018	07/01/2019	D&O Agg \$ 5,000,000
A	Crime		2018-30265CR	07/01/2018	07/01/2019	Crime \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #: Y16-4017, Neighborhood Center for Families for Commission for Children Division, Y13-4017, Y14-4017, Y14-4017, Y14-4018, Emergency day care services, Y13-182, Pond Weed Control (CF). The certificate holder is included as additional insured only when required in written contract for G-LPL-SA per Blanket 01/2012 PH907a & Auto CA990187.

CERTIFICATE HOLDER

CANCELLATION

<p>Orange County Board of County Commissioners - Procurement Division - Linda Carson 400 East South Street Orlando, FL 32801</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE Mark Combs</p> 
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ACORD 26 (201603)

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NOTEPAD:

HOLDER CODE

INSURED'S NAME The Children's Home Society of

CHILD-1

OP ID: CS

PAGE 2

Date 06/29/2018

Thirty days notice of cancellation except for non payment of premium.
Waiver of subrogation applies to general liability and workers' compensation. Carrier Best Rating: First Liberty Insurance Corporation, A
XV First Nonprofit Insurance Company, A XIV, Great American Insurance
Company, A XIV, RSUI Indemnity Company, A XIII, Wasco A XIV



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012592486C-4	03/31/2019	03/31/2024	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CHILDREN'S HOME SOCIETY OF FLORIDA
482 S KELLER RD FL 3
ORLANDO FL 32810-8130

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-8800. The mailing address is PO Box 8480, Tallahassee, FL 32314-8480.



Apopka/Zellwood NCF Program Narrative 2018-2019

Children's Home Society (CHS) /NCF Counseling programs provide mental health counseling services to individuals and families experiencing a wide variety of crisis situations and life stressors. When identified as appropriate, groups are also utilized as a form of serving the community to provide psychoeducation on a variety of subjects such as but not limited to parent-child interactions, self-esteem, depression, anxiety, grief, anger management, conflict-resolution and/or problem solving. The Program uses brief therapy solution focused model in working with client(s) with problems such as anxiety, depression, grief, anger management issues, parent-child conflicts, family conflicts, adjustment disorders and life transitions. If required, longer-term therapy is also provided.

The family counselor's hours of operation are generally from 8am-5p, Monday through Friday. However, the family counselors are willing to meet the needs of the clients in the community by flexing their hours of work. Family counselors have a client caseload of 15-20 client a week. Upon referral, potential clients will be screened based on presented problems indicated on a referral form and will be prioritized according to their immediate needs. Clients who do not meet initial criteria for services within this program will be referred to other agencies within the community.

If needed, a maximum of 10 clients who meet initial criteria will be placed on a waiting list form that includes their contact information. Case counselors will follow up with the clients on the waiting list on a weekly basis to update their status and provide them with the option to be referred to similar services if available within the community.



CHS Lease Review Form

Name of CHS team member who negotiated lease: Sherril Grimaldi Job title: RED

Area/Division: Central Florida

Physical address of leased space:

Street Address: 4415 W. 13th Street

City: Apopka Zip code: 32703 County: Orange

Program/Dept.: Neighborhood (NCF) Center for Families CHS Subaccount: 02-071-02

Name of Lessor: Orange County, Florida

Price per sq. foot: 0 Annualized rental costs: \$ 0 no cost

Term of contract: 1/1/11 to 1/1/11 in-between renewal in December

Step 1: CHS TEAM MEMBER Lease negotiation: The CHS team member negotiating the lease will negotiate the following terms. If these terms are not agreed to by the Lessor, only the CFO or CEO may waive the requirement.

(Indicate yes or no for each checklist item)

Yes, no cost Lease amount is within funding limits. Rental costs (including escalators) are funded (reimbursable) by a CHS service contract and/or budgeted in CHS approved budget or approved forecast.

Yes Term does not exceeds three years.

Yes, no cost or financial penalties Termination clause allows CHS to exit contract with 30 days notice with no financial penalties and/or payment of remaining rent in the event CHS loses contract funding.

If no, to any of the above, the CHS team member negotiating the lease will forward to the CFO for waiver and approval of these terms, before proceeding to step 2.

If applicable, did CFO Waive any items above: Please Specify: _____

Waiver: CFO Signature: Sherril A. Adams

Step 2: FACILITIES MANAGER Lease review checklist: To be completed by CHS Facilities Mgr

(Indicate yes or no for each checklist item)

Lessor is documented and verified owner of the space to be leased.

Lessor is registered to do business in the State of Florida and/or has a BBB rating of _____ or higher.

Lease price per sq. foot is comparable to other similar rental units in the same area (if not, indicate the price per sq. foot that is comparable: \$ _____ per sq. foot)

Lease does not obligate CHS to be responsible for repairs to the building outside normal scope of typical lessee responsibilities.

Lease does not obligate CHS to other requirements beyond the normal scope of a lease.

Please specify: _____

Lease is not a "triple net" lease

If no to any of the above, what language or actions are necessary to make the lease agreement acceptable to CHS (please edit lease agreement and/or document below what must be changed):

Please send edits to the CHS staff member negotiating the lease. Repeat step 2 if the lease is re-submitted with changes

If YES to all checklist items, do you recommend signing lease:

YES

NO

If NO, please explain what other terms or conditions are of concern?

Please send concerns to the CHS staff member negotiating the lease. Repeat step 2 if the lease is re-submitted with changes

If YES recommendation to sign lease and no concerns, please forward to CFO for approval

Step 3: CFO Lease approval: To be completed by the CFO

CFO has reviewed and approved the lease:

YES

NO

If no, what language or actions are necessary to make the lease agreement acceptable to CHS (please edit lease agreement and/or document below what must be changed):

Please send edits to the Facilities Manager and CHS staff member negotiating the lease. Repeat step 3 if the lease is re-submitted with changes

CFO Signature: _____

Michael J. Alkins

Date: _____

6, 6, 17