



Interoffice Memorandum

November 1, 2018

AGENDA ITEM

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director *Lonnie C. Bell*
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 – November 13, 2018**
Agreement between Orange County, Florida and
Adult Literacy League related to the Provision of Literacy
Services for Head Start

The Head Start Division requests Board approval of the Agreement between Orange County, Florida and Adult Literacy League related to the Provision of Literacy Services for Head Start Contract No. Y19-161. This agreement will allow Adult Literacy League staff to provide literacy services such as English for Speakers of Other Languages (ESOL) for adults, *Read to Me!*, and small group instruction for children. The term of the contract is from the date of execution through July 31, 2019.

The County Attorney's Office and Risk Management Division have reviewed this agreement for legality and compliance with County requirements.

ACTION REQUESTED: Approval and execution of Agreement between Orange County, Florida and Adult Literacy League related to the Provision of Literacy Services for Head Start Contract No. Y19-161.

SH/kp:jam

c: Randy Singh, Assistant County Administrator
Cristina Berrios, Assistant County Attorney, County Attorney's Office
John Petrelli, Director, Risk Management and Professional Standards
Yolanda S. Brown, Manager, Fiscal Division, Family Services Department
Jamille Clemens, Grants Supervisor, Finance Division
Patria Morales, Management & Budget Advisor, Office of Management Budget

AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

ADULT LITERACY LEAGUE

related to

THE PROVISION OF LITERACY SERVICES FOR HEAD START

Contract No. Y19-161

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, Florida 32801 (the "County"), on behalf of its Head Start Division, and the **ADULT LITERACY LEAGUE, INC.** (the "Agency"), a Florida not-for-profit corporation, located at 345 W. Michigan Street, Suite 100, Orlando, Florida 32606. The County and the Agency may be referred to individually as "party" or collectively as "parties."

RECITALS

WHEREAS, the County receives funding from the U.S. Department of Health and Human Services ("HHS") under the federal Head Start Act to operate a Head Start Program in Orange County, Florida (the "Program"); and

WHEREAS, the purpose of the Program is to provide high quality comprehensive services to economically disadvantaged children and their diverse families in Orange County, Florida; and

WHEREAS, the Agency serves as a premier literacy resource in Central Florida by providing literacy education, training, and information including: Adult Basic Education; English for Speakers of Other Languages; Family Literacy Services; Read to Me!; One-to-One; and other small group literacy instruction (the "Services"); and

WHEREAS, the Agency intends to provide the Program with Services as part of its mission as a 501(c)3 to develop readers and build a strong, literate community and shall do so without any costs to the County; and

WHEREAS, the parties have agreed to enter into this Agreement in order to establish the terms and conditions under which the Services shall be provided by the Agency.

NOW THEREFORE, in consideration of the 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 hereby incorporated as material part of this Agreement by reference.

Section 2. **Documents.**

A. The following documents are incorporated either by attachment or by reference and form a material part of this Agreement:

1. This Agreement; and
2. **Exhibit A:** Scope of Services.

Section 3. **The Obligations of the Parties.** Both the County and the Agency will meet the obligations as described in the Scope of Services that is attached hereto and incorporated as a material part of this Agreement as **Exhibit “A”**.

Section 4. **Background Screening.**

A. All the Agency’s staff, employees, guests, invitees, third party providers, and volunteers providing Services under this Agreement, or otherwise present on the County’s premises with Head Start students present, may be required to complete a background screening in compliance with Section 425.04 (Level 2 screening standards), Florida Statutes. Such screening shall be conducted at the Agency’s expense.

B. All individuals in positions (paid employment or volunteer) requiring Level 2 screenings shall be subject to – and must complete – such screenings prior to access, supervision, and/or direct care of any children under the Program. Screenings shall include an initial Level 2 background screening with additional Level 2 background screenings performed thereafter at five (5) year intervals.

C. Level 2 background screenings shall consist of an employment history check which shall include fingerprinting. Fingerprints shall be used to process the following screenings:

1. Statewide Criminal and Juvenile Records Check through the Florida Department of Law Enforcement;
2. Federal Criminal Records Check through FBI; and
3. May include Local Criminal Records Check through Local Law Enforcement.

D. Upon request, the Agency shall provide the County’s Head Start Manager and/or designee with confirmation that such screenings have been conducted and that the results are acceptable to the Agency. Copies of completed screenings for individuals performing services under this Agreement shall be made available to the County upon request.

Section 5. **No Financial Commitment.** The Agency and the County agree that all Services performed under this Agreement shall be without any form of payment or other financial compensation from the County. Any costs or expenses incurred by either party shall be the sole responsibility of that respective party.

Section 6. **Records Management, Confidentiality, and Public Records.**

A. Records Management.

1. The Agency shall store and retain all records of any type created by or provided to the Agency, its employees, volunteers, and/or sub-contractors related to this Agreement and associated Service recipient(s) according to Health Insurance Portability and Accountability Act ("HIPAA") and other applicable local, state, and federal requirements.
2. The Agency shall ensure that all records are maintained in an organized and orderly manner and in a format acceptable to the County.
3. Upon reasonable notice, the Agency shall make all such records available to the County for inspection during normal working hours for a period of five (5) years after the termination of this Agreement.
4. In the event of litigation, claim, or audit finding prior to the end of the five (5) year period, records shall be maintained by the Agency until such time as the litigation, claim, or audit finding involved such records has been resolved and for a period of five (5) years after that date. Upon reasonable notice, authorized County and/or Program personnel, as applicable, shall have full access and right to examine any such records during that period.
5. Original or certified copies of records shall be provided to the County upon request. Failure of the Agency to comply with such request on a timely basis shall constitute a breach of this Agreement which may result in termination.
6. The Agency shall comply with all HIPAA and Florida's "Public Records Law," as set forth in Florida Statutes.

B. Confidentiality.

1. The Agency shall comply with all applicable HIPAA requirements and those obligations with respect to Protected Health Information ("PHI") subject to protection under the HIPAA Privacy and Security Rules under 45 CFR Parts 160, 162 and 164.
2. The Agency shall comply with the requirements set forth in the Florida Information Protection Act (§501.171), Florida Statutes, in the protection of Personally Identifiable Information ("PII").

3. The Agency shall comply with the Breach Notification rules under the HITECH Act found in 42 U.S.C. §17932.

C. Public Records. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Furthermore, all records or documents created by the Association, or provided to the Association under the terms of this Agreement, are public records and the Association agrees to assist the County in compliance with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes.

Section 7. Term and Termination.

A. Term.

1. The term of the Agreement shall begin on the date of execution by the last signing party ("Effective Date") and conclude on July 31, 2019, unless otherwise renewed or terminated by either party.
2. This Agreement may be renewed for up to five (5) additional one year terms upon written mutual consent by both parties.
3. Through its execution of this Agreement, the Board of County Commissioners of Orange County, Florida delegates to the Director of the Family Services Department the authority to execute any renewals of this Agreement so long as those renewals are subject to the same terms and conditions set forth in this Agreement.

B. Termination.

1. ***Termination for Convenience.*** Either party may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice.
2. ***Termination for Cause.*** Failure by either party to perform its respective obligations, as set forth in this Agreement, may result in termination by either party for cause with five (5) days written notice, if incapable of being cured, or fifteen (15) days written notice if capable of being cured. Nothing in this Agreement precludes the County from terminating this Agreement immediately if, in the sole discretion of the Director of the Family Services Department, immediate termination is in the best interest of the children enrolled in the Program.
3. Notice of termination, either for cause or for convenience, shall be provided in accordance with the notice provision of this Agreement.

4. No damages may be assessed against either party for its termination of the Agreement pursuant to this Section.

Section 8. **Notices.** 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 address or to such other addresses as the parties designate to each other in writing from time to time:

To the County: Manager, Head Start Division
2100 Michigan Street
Orlando, FL 32806

AND

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

To The Agency: Executive Director
Adult Literacy League, Inc.
345 W. Michigan Street, Suite 100
Orlando, FL 32806

Section 9. **Indemnification.** 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, 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 Agency, its employees, volunteers, and/or subcontractors (if any), anyone directly or indirectly employed by the Agency or its subcontractors (if any), or anyone for whose acts the Agency or its subcontractors (if any) may be held liable.

Section 10. **Liability.** Excluding obligations under any business associate agreement between the parties, indemnification obligations, willful misconduct, gross negligence, fraud, or violation 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.

Section 11. Protection of Persons and Property (Services on County property).

- A. While working or providing Services at County facilities, the Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection

with its Services or performance of its operations under this Agreement. The Agency shall take all reasonable precautions for the safety and protection of:

1. All employees and all persons who the Agency suffers to be on the premises and other persons who may be affected thereby;
2. All property, material and equipment on the premises under the care, custody, or control of the Agency. The parties agree that the Agency will only be using its own property, material, and equipment; and
3. The Agency shall comply with, and ensure that its contractors comply with, all applicable safety laws, ordinances, rules, regulations, standards. This includes, but is not limited to, the following:
 - a. Occupational Safety & Health (OSHA)
 - b. National Institute for Occupational Safety & Health (NIOSH)
 - c. National Fire Protection Association (NFPA).

B. The Agency must also comply with the guidelines set forth in Orange County Safety & Health Manual. The Manual can be accessed at the address below:

<http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

C. **Removal from the Premises.** Nothing in this Agreement in any way impacts, or should be construed to impact, the County's right to – in its sole and absolute discretion - remove any Agency employee, volunteer, student, client, or associate from the County's premises at any time.

Section 12. Insurance. The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described as follows:

A. These requirements, as well as the County's review and acceptance of insurance maintained by the Agency, are not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Agency under this Agreement. The Agency is required to maintain coverage required by federal and state Worker's Compensation or financial responsibility laws including, but not limited to, Chapters 324 and 400, Florida Statutes, as may be amended from time to time.

B. The Agency shall require and ensure that all providers and sub-consultants providing Services under this Agreement (if any) procure and maintain, for the duration of their involvement in this Agreement, insurance coverage in such type and with limits sufficient to protect the interests of the Agency and the County.

C. Insurance carriers providing coverage required in this Agreement must be authorized to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength

of A- Class VIII or better. State authorization can be checked via www.flori/companysearch/ and A.M. Best Ratings are available at www.ambest.com.

D. Required coverage: The Agency shall have in full force the following coverage, if applicable, and will provide a Certificate of Insurance to the County prior to commencing operations under this Agreement to verify such coverage.

1. **Commercial General Liability** – The Agency will provide coverage issued on most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence. Coverage shall not include any exclusion for contractual liability or separation of insureds provisions and the aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.
2. **Product/Completed Operations, Contractual Liability, or Separation of Insureds-** the General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.
3. **Sexual Abuse and Molestation Coverage** with limits of not less than \$100,000 (One Hundred Thousand Dollars) per occurrence shall be included for any the Agency provider that provides Services directly to minors.
4. **Workers' Compensation** – The Agency shall maintain coverage for its employees within statutory workers compensation limits and no less than \$100,000 (One Hundred Thousand Dollars) for each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case by case basis. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit attached as **Exhibit "B"** to this Agreement.
5. **Professional Liability** – The Agency shall maintain professional liability with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim.

E. Required endorsements:

1. **Additional Insured** – CG20 26 or CG20 10/CG20-37 or their equivalent. (Note: If blanket endorsements are being submitted, include the entire endorsements and applicable policy number.)
2. **Waiver of Transfer of Rights or Recovery** – CG24 04 or its equivalent. (Note: If blanket endorsements are being submitted, include the entire endorsement and the applicable policy number.)

F. Prior to the execution and commencement of any operations or services provided under this Agreement, the Agency shall provide the County with current certificates of insurance

evidencing all required coverage. In addition to the certificate (s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

G. For continuing services, contract renewal certificates shall be submitted upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall certify that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County not less than thirty (30) business days (ten (10) business days for non-payment of premiums) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with aforementioned insurance requirements to the County or its certificates management representative thirty (30) days prior to the effective date of the replacement policy(ies). The certificate shall read:

Orange County Board of County Commissioners

Attn: Procurement Division

400 East South Street

Orlando, FL 32801

H. The Agency may satisfy these insurance requirements through an actuarially sound plan of self-insurance.

Section 13. Civil Rights. The parties agree that they shall perform their respective obligations hereunder without discrimination toward any patients, 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 14. Equal Employment Opportunity.

A. The County's policies of equal opportunity and nondiscrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation, gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations. Accordingly, the Agency shall abide by the following provisions:

1. The Agency will adopt and maintain, or provide evidence to the County that the Agency has adopted and maintains, a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this Agreement.
2. The Agency shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with these non-discrimination provisions as defined by applicable County ordinance throughout the term of this Agreement.

3. Provisions "1" and "2" above will be incorporated by the Agency into the contracts of any applicable Subcontractors.

Section 15. 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 direction, 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's 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. The Agency does not have the power or authority to bind the County in any promise, agreement, or 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. 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 herewith, 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 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.

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.** Unless otherwise explicitly state in this Agreement, the Parties shall each bear their own costs, expert fees, attorney's fees, and other fees incurred in connection with this Agreement and any litigation that arises directly, or indirectly, herefrom.

H. **Severability.** If any provision of this 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.

I. **Headings and Captions.** The headings or captions of articles, sections, or subsections used in this 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 Agreement.

J. **Advertising and Publicity.** Neither party shall use the name, logo or trademark of the other in any form or publicly or promotional or advertising material, or in any communications with the media without the other's prior written consent to the specific contemplated use. Either party may terminate this Agreement and seek injunctive relief immediately if the other violates this provision. Except for those circumstances expressly permitted in this Agreement, requests for permission to use the Agency's name or marks must be directed to the Executive Director of the Agency, P.O. Box 1427, Minneola, FL 34755. As to the County, requests shall be made pursuant to Section 2-3, Orange County Code.

K. **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.

L. **Survivorship.** Those 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.

M. **No Representations.** Each party represents that they had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement.

N. **Construction of Agreement.** 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 be construed against any party as if it were the drafter of this Agreement.

O. **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 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.

P. **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.

Q. **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.

R. **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.

S. **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 licenses 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.

T. **Authority to Practice.** The Agency hereby represents and warrants that it has and will continue to maintain all licenses, permits, and approvals 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.

U. **Entire Agreement.** This Agreement, and any documents incorporated in this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. 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 SUBSEQUENT PAGE]

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



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
for Orange County Mayor

Date: 11.13.18

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

By: *Katie Smith*

ADULT LITERACY LEAGUE, INC.

By: *Joyce Whidden*
Joyce Whidden, Executive Director

Date: October 4/18



HEAD START DIVISION
Contract No. Y19-161

EXHIBIT A
Scope of Services

A. The County shall:

1. Designate the Senior Program Manager of Early Childhood Development and Education (Operations) as the County Liaison to coordinate services between the Agency's Literacy program and the Head Start families.
2. The County Liaison shall designate staff to distribute promotional flyers about the Agency's Adult Literacy program to Head Start families.
3. Allow the Agency to conduct free literacy sessions at the Head Start Centers designated by the Manager of the Head Start Program.
4. Facilitate student recruitment activities by identifying eligible student participants from the Head Start database.
5. Make referrals to the Agency for interested non-reading adult family members.
6. Share training calendars and educational resources, as appropriate.

B. The Agency shall:

1. Designate an Agency Liaison to identify eligible students and schedule literacy instruction sessions at designated Head Start Centers.
2. Provide Services to students of the Program and their adult family members only under this Agreement – no outside clients of the Agency shall be permitted at the Head Start Centers.
3. Literacy instruction will be available for persons unable to read or write at a functional level or those requiring English Language Literacy. Instruction may include classes and/or a trained volunteer tutor. The Agency offers Adult Basic Education, consultation, assessment and referral also. Training calendars and educational resources are listed Online.
4. Complete Level 2 background screening of Agency staff prior to providing services to Head Start children.

5. Develop and distribute program informational materials for adult students. Materials will be available in Spanish. Most materials are available Online.
6. Maintain regular communication by all available means with adult students about their progress.
7. Notify the County of any staff changes that impacts the program.
8. Promote student success stories to the community.

EXHIBIT "B"

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: _____



ADULLIT-01

KSMITH7

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2018

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
Hub International Florida
1560 Orange Avenue, Suite 750
Winter Park, FL 32789

CONTACT
NAME:
PHONE
(A/C, No, Ext): (407) 894-5431 FAX
(A/C, No): (407) 629-6378
E-MAIL
ADDRESS:

INSURED

ADULT LITERACY LEAGUE, INC.
345 W MICHIGAN ST. STE 100
Orlando, FL 32806

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Company	29424
INSURER B: Hartford Underwriters Insurance Company	30104
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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 INSD	SUBR WVO	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	21SBABW9330	12/12/2017	12/12/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
A	AUTOMOBILE LIABILITY <input 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	X	X	21SBABW9330	12/12/2017	12/12/2018	EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	21WECAR4328	07/30/2018	07/30/2019	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Employee Dishonesty			21SBABW9330	12/12/2017	12/12/2018	\$ 50,000

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

Certificate holder's interest is reflected as additional insured as respects general liability, if required by written contract, for work performed by or on behalf of the named insured. A waiver of subrogation applies in favor of Orange County Government, its agents, employees and officials on the workers compensation policy.

CERTIFICATE HOLDER

Orange County Board of County Commissioners
Attention: Linda Carson
Procurement Division
400 East South Street
Orlando, FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 21 WEC AR4328

Endorsement Number:

Effective Date: 07/30/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ADULT LITERACY LEAGUE INC
345 W MICHIGAN ST STE 100
ORLANDO FL 32806

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

SCHEDULE

ORANGE COUNTY BOARD OF COUNTY
COMMISSIONERS PROCUREMENT DIVISION 400 E
SOUTH STREET ORLANDO, FL 32801 CONTRACTS
Y15-2000 CONTRACTS Y15-2000

002

Countersigned by _____

Authorized Representative

POLICY NUMBER: 21 SBA BW9330



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
400 EAST SOUTH STREET
ORLANDO, FL 32801



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION

Location(s) Of Covered Operations:

400 E. SOUTH STREET ORLANDO, FL 32801

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

A. Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION

Location And Description Of Completed Operations:

400 E. SOUTH STREET ORLANDO, FL 32801

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

Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".