



Interoffice Memo

November 8, 2018

AGENDA ITEM

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

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

A handwritten signature in black ink, appearing to read "Lonnie C. Bell, Jr.", written over the typed name.

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

A handwritten signature in black ink, appearing to read "Lavon B. Williams", written over the typed name.

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

SUBJECT: **Consent Agenda Item – December 4, 2018**
Agreement with Adventist Health System/Sunbelt, Inc. d/b/a Florida Hospital

The 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 Adventist Health System/Sunbelt, Inc. d/b/a Florida Hospital is a non-profit hospital system that provides programs and support groups in support of brain health and caregivers of persons with Alzheimer's disease and dementias. The Maturing Minds program is designed to help residents with memory concerns navigate their journey, and provide caregivers with support and community resources as they facilitate care for their loved ones. The program will be offered at the East Orange Community Center one Thursday per month for two hours to 10-15 participants.

ACTION REQUESTED: Approval and execution of License Agreement between Orange County, Florida and Adventist Health System/Sunbelt, Inc. d/b/a Florida Hospital related to Not-for-Profit Community Center Utilization for the Provision of Services Benefitting the Public License Agreement No. 20180901 for East Orange Community Center.

LBW/aaw

Attachment

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

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

DEC 04 2018

LICENSE AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

ADVENTIST HEALTH SYSTEM/SUNBELT, INC. D/B/A FLORIDA HOSPITAL

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 **ADVENTIST HEALTH SYSTEM/SUNBELT, INC. D/B/A FLORIDA HOSPITAL** (the "Agency"), a non-profit hospital with a principal address located at 601 East Rollins Street, Orlando, FL 32803. The County and the Agency may herein 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.

Section 5. Term and Termination.

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

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

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

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

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

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

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

Section 6. License Restrictions.

A. All services provided by the Agency while using the Licensed Premises must be open and available to the public and shall not require any member of the public to register with, or become a member of, the Agency to fully participate in the services provided. Additionally, if the Agency is a faith-based (or faith-affiliated) organization, proselytization and/or disparagement of other religions and/or systems of belief are not permitted while the Agency is utilizing the Licensed Premises.

B. Use of the common areas of the Licensed Premises, such as meeting and conference rooms, shall only be with the approval of the Program Administrator 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 trespasses 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) National
2. Institute for Occupational Safety & Health
3. (NIOSH) 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. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the Leased Employee Affidavit attached herein as **Exhibit "D"**.
2. Commercial General Liability - The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds.
3. Sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors. The General Aggregate limit shall either apply separately to this License Agreement or shall be at least twice the required occurrence limit.

4. Business Automobile Liability – The Agency shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Agency does not own automobiles the Agency shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
5. Professional Liability – Any Organization providing Professional services (i.e., medical, counseling, etc.) shall provide Professional liability coverage with limits of not less than \$1,000,000 per occurrence.

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

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

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

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

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

I. The Agency shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Contract. In addition to the certificate(s) of insurance the Agency shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The

certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective Contract number. The certificate holder shall read:

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

Section 13. Equal Opportunity and Nondiscrimination.

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

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

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

To the County: Orange County Administrator
Orange County Administration Building

201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AND

Community Action Division Manager
Orange County Family Services Department
Community Action Division
2100 East Michigan Street
Orlando, Florida 32806

To the Agency: Susan Jackson
Director, NSI
2604 North Orange Avenue
Orlando, Florida 32804

Section 15. General Provisions.

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

F. **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.

G. **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.

H. **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.

I. **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, herefrom.

J. **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.

K. **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.

L. **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.

M. **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.

N. **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.

O. **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.

P. **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.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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



ORANGE County, FLORIDA

By: Board of County Commissioners

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

Date: 12.4.18

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

Neelia Perry
By: Deputy Clerk

for Date: DEC 04 2018

THE AGENCY

By: [Signature]

Date: November 5, 2018

Printed Name: Craig Brubaker

Official Title: Vice President, FH NSI

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 5 day of November, 2018 by Craig Brubaker, who is personally known to me or produced [Signature] as a form of valid identification.

(Seal)



[Signature]
Signature Notary Public

EXHIBIT "A"

East Orange Community Center
12050 E. Colonial Drive
Orlando, Florida 32826-4705

Room: Building C, activities room

Days: First Thursday

Frequency: Once per month

Hours: 1pm-3pm

EXHIBIT "B"

The Florida Hospital Maturing Minds program is dedicated to promoting brain health. It is designed to help those who have memory concerns and their caregivers who are seeking guidance and connections to community resources.

The Alzheimer's and Dementia Caregiver Support Group provides emotional support and helpful tips for managing the care of someone who is living with a memory disorder. Caregivers learn to navigate the healthcare system, and understand the stages of dementia and Alzheimer's disease.

- A. The Maturing Minds and Caregiver Support Groups will meet the first Thursday in every month at the East Orange Community Center as it is a safe and accessible location from which to provide services
- B. There is no income requirement to participate in services, and any resident may participate given adequate space to accommodate the class
- C. Florida Hospital estimates 10-15 persons will attend monthly support groups and will provide attendance counts and any programmatic outcomes to the Center Manager at the end of each month (reporting form in Exhibit C).

Room: Building C, activities room

Days: First Thursday

Frequency: Once per month

Hours: 1pm-3pm

EXHIBIT "C"

AGENCY EVALUATION FORM

Name of Reporting Individual (Please Print): _____

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

Services Provided (Describe in Detail)	National Performance Indicator(s) (NPI)	Number of Clients Served	Number of Clients Achieving Outcome*

* 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

Memorandum of Understanding (MOU)

Partners Requesting Space to Conduct Services

ANT
B A

I. Community Center

☒ East Orange ☐ Hal Marston ☐ Holden Heights ☐ John Bridges ☐ Maxey ☐ Pine Hills ☐ Taft ☐ All

II. Organization Information

Name of Organization: Florida Hospital

Mailing Address: 2604 N. Orange Ave Orlando FL 32804

Phone #: (407) 303-9645 Fax #: _____

Contact Person: Judy Clark Phone #: _____

Email Address: Judy.Clark@FLHosp.org

1. What type of space do you need to conduct your meetings/activities: ☒ Conference Room
☐ Large Activities Room ☐ Office Space ☐ Other? If other, please specify:
table and chairs to host a support group
2. What day(s) will the meetings/activities be conducted? ☐ Mon. ☐ Tues. ☐ Wed. ☒ Thurs. ☐ Fri.
☐ Sat; How often? ☐ Weekly ☒ Monthly ☐ Quarterly ☐ Bi-Weekly ☐ Every Other Month
☐ Other. If other, please specify: 1st Thursday of month
3. What are the hours will the services be conducted? (Including setup and cleanup)
2 hours
4. Approximately, how many people will be attending the services? 10-15
5. Who will sign the Memorandum of Understanding? Name: Susan Jackson
Title: Director, NSI Email Address: Susan.jackson@flhosp.org
6. 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.
2.2E

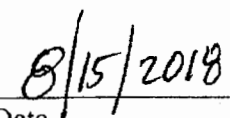
7. What is the objective of your organization? (Example Only: The objective of the Southwest Home Owner's Association is to improve or maintain the neighborhood quality of life for its residents).

The Florida Hospital Maturing Minds Program is dedicated to promoting brain health. It is designed to help those who have memory concerns and caregivers looking for guidance and connections to community resources for the patient and caregiver. The Alzheimers And Dementia Caregiver Support group provides emotional support and helpful tips for managing the care of someone who is living with a memory disorder. Caregivers learn to navigate the health care system, and understand the stages of dementia and Alzheimers.

8. Will this organization provide the following types of insurance coverage with limits and on forms: Worker's Compensation, Commercial General Liability, and Professional Liability? (If providing professional services, i.e., medical, counseling, etc.) Yes ☐ No ☐ If No, Why not?
please see attached certificate

9. The initial term of this Memorandum shall be for one (1) year commencing from the date of full execution of this Memorandum with two (2) additional one (1) year automatic renewals. The maximum term of this Agreement shall be for no more than three consecutive (3) years from the date of full execution of this Memorandum.


Signature of Person Completing the Application


Date

National Performance Indicators (NPI)

1.1 Employment

- A. Unemployed and obtained a job
- B. Employed and maintained a job for at least 90 days.
- C. Employed and obtained an increase in employment income and/or benefits

1.2 Employment Supports

- A. Obtained skills/competencies required for employment
- B. Completed ABLE/GED and received certification or diploma
- C. Completed post-secondary education program and obtained certificate or diploma
- D. Enrolled children in before or after school programs
- E. Obtained care for child or other dependent
- F. Obtain access to reliable transportation and/or driver's license
- G. Obtained health care services for themselves or family member
- H. Obtained and/or maintained safe and affordable housing
- I. Obtained food assistance

1.3 Economic Enhancement

- C. Number enrolled in telephone lifeline and/or energy discounts with agency assist
- D. Participants demonstrating ability to complete and maintain a budget for over 90.

2.1 Community Improvement and Revitalization

- D. Safe, affordable housing units in the community preserved or improved through.
- E. Accessible, safe and affordable health care services/facilities for low-income people created or saved.
- G. Accessible before/after school program placement opportunities for low-
- I. Accessible new/preserved/increased educational and training placement

2.2 Community Quality of Life

- ☒ E. Increase in or preservation of neighborhood quality-of-life resources

2.3 Community Engagement

- A. Community members mobilized to participate in community revitalization and anti-poverty initiatives

3.2 Community Empowerment

- A. Low-income people in formal, decision-making, community organizations, government, boards or councils
- D. Low-income people in non-governance community activities/groups created/supported by Community Action

6.1 Independent Living

- A. Seniors Assisted
- B. Individuals with Disabilities

6.2 Emergency Assistance

- A. Emergency Food
- B. Emergency Fuel or Utility payments (including LIHLAP or other public or private funding source)
- C. Emergency Rent or Mortgage Assistance
- I. Emergency Transportation
- K. Emergency Clothing

6.3 Youth Development

- F. Youth improve social/emotional development
- I. Youth increase academic, athletic or social skills by participating in before or after school programs

6.5 Service Counts

- A. Food Boxes
- C. Units of Clothing
- D. Rides Provided

CERTIFICATE OF COVERAGE		Issue Date: 08/01/2018	
Adventist Health System Risk Management 900 Hope Way Altamonte Springs, FL 32714 (407) 357-2290		This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the AHS Liability Trust or any insurance policies listed below.	
Named Participant: Adventist Health System/Sunbelt, Inc. d/b/a Florida Hospital 601 East Rollins Street Orlando, FL 32803		COMPANIES AFFORDING COVERAGE Company Letter A: AHS Liability Trust Company Letter G: AHS Workers Compensation Liability Trust	
Coverages This is to certify that the coverage below has been issued to the Named Participant listed above for the time 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.			
Co. Ltr	Type of Insurance	Policy Number	Policy Effective
A	X Comprehensive General	8528-2018	04-01-2018
A	X Occurrence (CGL Only)		04-01-2019
G	X Worker's Compensation	CO, FL, GA, IL, KS, KY, NC, TN AHSWC18	08-01-2018
			08-01-2019
			\$1,000,000
Description of Operations/Locations/Vehicles/Special Items: All operations subject to the terms and conditions of the Trust or insurance policies listed above. Coverage provided is a per occurrence aggregate and is not increased by the number of named participants or claimants involved.			
Certificate Holder Adventist Health System/Sunbelt, Inc. d/b/a Florida Hospital 601 East Rollins Street Orlando, FL 32803		Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives or employees. Authorized Representative: <i>Henry W. Prince</i> Date: 08/14/2018	



ORANGE COUNTY COMMUNITY ACTION DIVISION
Facility Use Application Review and Approval Form
For Partners Requesting Space to Provide Services Only (MOU)

I. Community Center

☒ East Orange ☐ Hal Marston ☐ Holden Heights ☐ John Bridges ☐ Maxey ☐ Pine Hills ☐ Taft ☐ All

Recommendation: _____

II. Organization Information

Name of Organization: Florida Hospital

Mailing Address: 2604 N Orange Ave Orlando FL 32804

Phone #: (407) 303-9645 Fax #: _____

Contact Person: Judy Clark Phone #: _____

Email Address: Judy.Clark@FLHosp.org

III. Review and Approval Criteria

- All requested information must be provided.
- Space, days of service, hours of operation and requested term/length of time must conform to Center, Division/Department and County operational requirements and not compromise or conflict with existing Facility Users.
- The person signing the Agreement must be authorized with proof provided.
- All applicable required insurance, indemnification and reporting requirements must be agreed to or an acceptable reason given as to why not.

1. Is all required information provided? Yes ☒ No _____. If not, please explain below.

2. Is the space, days of service, hours and length of time, etc., acceptable? Yes ☒ No _____. If No, explain why not and what alternative arrangement, if any are proposed and whether such arrangements are recommended.

3. Is the person signing the Agreement authorized to sign? Yes X No _____. Was proof of authorization provided? Yes _____ No _____. If No to either question, explain or return to Requester.

4. Has the Requester agreed to all applicable indemnification, insurance and reporting requirements? Yes X No _____. If No, why not?

IV. Division Program Manager. Approval:

Eddie Brown

Date

8/24/18

Division Manager Approval:

Date:

CERTIFICATE OF COVERAGE				Issue Date: 10/23/2018			
Adventist Health System Risk Management 900 Hope Way Altamonte Springs, FL 32714 (407) 357-2290				This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the AHS Liability Trust or any insurance policies listed below.			
Named Participant				COMPANIES AFFORDING COVERAGE			
Florida Hospital 601 East Rollins St Orlando, FL 32803				Company Letter A: AHS Liability Trust			
				Company Letter G: AHS Workers Compensation Liability Trust			
				Company Letter H: Safety National Casualty Corporation			
				Coverages			
Ce. Ltr	Type of Insurance	Policy Number	Policy Effective	Policy Expiration	Limits		
A	X Comprehensive General Liability	8528-2018	04/01/2018	04/01/2019	Each Occurrence \$1,000,000		
A	X Occurrence (CGL Only)						
G	X Worker's Compensation	CO, FL, GA, IL, KS, KY, NC, TN AHSWC18	08/01/2018	08/01/2019	\$1,000,000		
H	X Worker's Compensation & EL	FL SP 4059194	08/01/2018	08/01/2019	Statutory	Employer's Liability Each Accident \$2,000,000 Disease Policy Limit \$2,000,000 Disease-Each Employee \$2,000,000	
Description of Operations/Locations/Vehicles/Special Items:							
All operations subject to the terms and conditions of the Trust or insurance policies listed above but only with respect to the liability arising out of Florida Hospital's Alzheimer's support group to be held at East Orange County Center beginning January 1, 2019. Orange County Government is an additional participant with regard to general liability as their interest may appear and where required by written contract. Coverage provided is a per occurrence aggregate and is not increased by the number of named participants or claimants involved.							
Certificate Holder			Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives or employees.				
Orange County Board of County Commissioners Attention: Procurement Division 400 East South Street Orlando, FL 32801			Authorized Representative: 				
			Date: 10/24/2018				