

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2015, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE CHILDREN'S DIAGNOSTIC & TREATMENT CENTER, INC.

(hereinafter referred to as "CDTC"),
whose principal place of business is
1401 South Federal Hwy. Fort Lauderdale, Florida 33316

WHEREAS, SBBC recognizes the value of early intervention services for children below age five with disabilities; and

WHEREAS, SBBC recognizes the advantage of working cooperatively with community agencies to identify infants and toddlers with disabilities who require special education, and

WHEREAS, SBBC and CDTC acknowledge and agree that this Agreement does not involve the exchange of funds but is to articulate the general processes for services to be provided to the population of Broward County children to be served; and

WHEREAS, SBBC has the capability of identifying and providing special education to infants, toddlers and prekindergarten students with disabilities, and

WHEREAS, CDTC has the capability and is presently the Early Steps ("CDTC/Early Steps Program") provider in Broward County,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - Recitals & Term of Agreement

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement.** Unless terminated earlier pursuant to Section 7.05 of this Agreement, the term of this Agreement shall commence on July 1, 2015 and conclude on June 30, 2018.

ARTICLE 2 – FDLRS/Child Find Program

2.01 **Purpose** Florida Diagnostic and Learning Resources System (FDLRS) office assumed responsibility for the Early Steps Program community phone referral process in 1993 with the purpose of expanding their efficient intake system for children in Broward County from birth up to three (3) years of age who have, or are at-risk for, developmental delays and other handicapping conditions.

2.02 **Background** The Individuals with Disabilities Education Act (IDEA) Part C is federal legislation for infants and toddlers, ages birth through two. CDTC is the lead agency for implementing the Early Steps Program in Broward County. IDEA Part B applies to school age children with disabilities, ages three through twenty-one. The SBBC is the lead agency for implementing the Part B Program. CDTC's Early Steps Program and the SBBC agree that FDLRS/Child Find will function at the entry point for community referrals to CDTC Early Steps Program. This process assists with ensuring a smooth transition process from Part C to Part B services when children turn three years of age.

2.03 **Participants** SBBC FDLRS/Child Find and CDTC/Early Steps Program.

2.04 **Action Steps – Activities and Responsibilities**

A. SBBC/FDLRS Child Find

1. Community referrals to the Early Steps Program are completed by FDLRS Child Find. Child Find staff will complete a one-page referral form, which includes the child's name, child's date of birth and parent contact information.
2. Once daily Monday through Friday, Child Find will email CDTC/Early Steps Program referral forms and enter children in the Children's Registry and Information System (CHRIS) for tracking purposes.

B. CDTC/Early Steps Program

1. Early Steps Program will notify FDLRS/Child Find on the Child Find Referral Form, with parental consent, of each child at intake who is referred by another source (e.g. neonatal intensive care units, ChildNet).
2. With parental consent, the CDTC/Early Steps Program Service Coordinator will provide feedback to FDLRS/Child Find on the Referral Form in the event that the child is not eligible for Early Steps or if the child is closed to Early Steps prior to the child's third birthday for any reason.

3. With parental consent, Early Steps will be responsible for notifying the SBBC /Child Find at least nine months prior to a child's third birthday (27 months old) that a child in their district is receiving services from Early Steps. Monthly, a Notification Report will be sent to the SBBC/Child Find of children 27 months or older whose parents have consented to sharing information including child's name, D.O.B., parent's name and parent contact information.

2.05 **Implementation of Agreement** This Agreement will be disseminated to the staff of the CDTC/Early Steps Program, FDLRS/Child Find, and Early Steps Community Providers of Early Steps services.

Written information with the Child Find phone number (754) 321-7200 will be included in the Early Steps Program brochure and Child Find brochures.

2.06 **Monitoring and Evaluation** On an annual basis, the Early Steps Program will coordinate a meeting composed of representatives of the CDTC's Early Steps Program, and FDLRS/Child Find to review the implementation of this Agreement and update the action steps as needed. CDTC/Early Steps Program will meet with the school district staff to discuss the effectiveness of the intake/referral process with the intent to develop recommendations for continuation or change in the Agreement.

ARTICLE 3 –Vision and Hearing Program

3.01 **Purpose** The purpose of this agreement is to implement specific collaborative procedures in order to ensure smooth referral and intervention services for infants and toddlers with vision and hearing impairments who are eligible for both the Early Steps Program and the School Board Programs.

3.02 **Background** The Individuals with Disabilities Education Act (IDEA) Part C is federal legislation for infants and toddlers, age's birth through two. CDTC/Early Steps Program is the lead agency for implementing the Early Steps Program in Broward County. IDEA Part B applies to school age children with disabilities, ages three through twenty-one. SBBC is the lead agency for implementing the Part B Program and also serves children from birth to three years of age with vision and hearing impairments. The CDTC/Early Steps Program and the SBBC agree to implement a collaborative service delivery system to jointly serve young children and their families with vision and/or hearing impairments.

3.03 **Participants** SBBC Vision and Hearing Program, CDTC/Early Steps.

3.04 **Action Steps – Activities and Responsibilities** A series of action steps/activities are identified to ensure timely identification, evaluation/assessment, service delivery and transition. The CDTC/Early Steps and SBBC staff will complete these activities.

A. SBBC Vision/Hearing Program

1. Refer children with an established condition or developmental delay to the Florida Diagnostic Learning Resources System/Child Find (754) 321-7200, with parental permission, in order to initiate the Early Steps intake process.
2. Participate, as appropriate, in the Early Steps first contact visit, eligibility evaluation and the development of the initial or interim Individualized Family Support Plan (IFSP) within 45 days from the date of referral to Early Steps.
3. Initiate services as authorized on the IFSP within 30 days of the service dates on the IFSP. Services may include, Hearing (DHH), SHINE (Serving Hearing Impaired Newborns Effectively), Vision, Family Counseling, Occupational Therapy and/or Physical Therapy.
4. Document the provision of services on the Early Steps Monthly Service Log and forward to the Early Steps office by the 15th day of the month following the provision of the service, including all SHINE daily progress notes and communication plans.
5. Assess each child's progress based on the IFSP Outcomes/Strategies. Forward a written progress update to the assigned Early Steps Program Service Coordinator prior to or at each six-month or annual IFSP meeting. DHH staff will complete a Communication Development Monitoring at least every six months and will also forward this monitoring tool electronically to the Early Steps State Office SHINE Coordinator.
6. Participate in the six-month and annual IFSP meetings with the family and the IFSP Team.
7. Participate in the Transition IFSP meeting no later than 90 days prior to the child's third birthday.
8. Provide in-service training for Early Steps staff as needed.
9. Each individual SBBC staff member who provides direct educational services to Part C eligible children will enroll in the Florida Early Steps Provider Enrollment System as a Vision or Hearing Specialist.

B. CDTC/Early Steps Program

1. With parental permission, Early Steps will fax a copy of each newly referred child who may be visually/hearing impaired to the SBBC DHH/VI Itinerant Office (fax number 754-321-3407).

2. Provide interdisciplinary evaluations of infants and toddlers for Early Steps eligibility within 45 days of referral. Invite SBBC vision/hearing staff to attend with parental permission.
3. Develop an Individualized Family Support Plan (IFSP) with the family of each eligible child and authorize intervention services and supports based on the needs of the child. Invite SBBC vision/hearing staff to participate with parental permission.
4. Schedule and convene the IFSP Team to meet with the family every 6 months in order to review and update the IFSP. Invite the SBBC vision/hearing staff to participate with parental permission.
5. Provide in-service training for SBBC staff as needed.

3.05 **Implementation of Agreement** This Agreement will be disseminated to the staff of the CDTC/Early Steps, FDLRS/Child Find and SBBC Vision and Hearing teams.

Appropriate SBBC and Early Steps staff will be trained on the contents of this Agreement.

3.06 **Monitoring and Evaluation** On an annual basis, the CDTC/Early Steps and the SBBC Vision/Hearing program staff will meet to review the implementation of this Agreement and update the Action Steps as needed. The Agreement will be formally ratified every three years.

CDTC/Early Steps program administrator will meet with the SBBC Vision/Hearing services administrator to discuss the effectiveness of the Agreement activities with the intent to develop recommendations for continuation or change in the Agreement.

ARTICLE 4—Early Head Start Program

4.01 **Purpose.** The purpose of this Agreement is to implement specific collaborative procedures in order to ensure smooth referral and intervention services for infants and toddlers who are eligible for both the Early Steps and Early Head Start programs.

4.02 **Background.** SBBC is the lead agency for the Early Head Start (EHS) Program in this community. Early Head Start is a federally funded, comprehensive child development program for low-income families with children from birth to age three, and pregnant women. Services are family-centered and facilitate child development, support parental roles, and promote self-sufficiency. EHS offers both center-based and home-based services in the following geographic locations: at the (1) Charles Drew Family Resource Center in Pompano Beach, FL, at (2) Peters Elementary in Plantation, FL, and (3) Bethune Elementary in Hollywood, FL. Ten percent (10%) of its funded enrollment is reserved for infants and toddlers with disabilities who have been identified as eligible under the Florida Early Steps.

CDTC is the lead agency for the Early Steps in Broward County, Florida. The Individuals with Disabilities Education Act (IDEA) Part C is federal legislation for infants and toddlers (birth to age three) with developmental delays or established conditions. Early Steps is responsible for child find/intake, multidisciplinary evaluations to determine eligibility and service needs, individual family support plan development and service coordination. Early intervention services are provided by enrolled community professionals with oversight, monitoring and coordination of services by the Early Steps Program.

4.03 **Action Steps – Activities and Responsibilities.**

A. SBBC will:

1. Screen each child within 45 days of enrollment, and annually thereafter, utilizing the BRIGANCE® Early Head Start Screen III, a developmental screening, and the Devereux Early Childhood Assessment for Infants and Toddlers (DECA-I/T), a social-emotional screening.
2. The EHS Social Worker will function as a liaison to Early Steps in order to ensure a smooth referral process and coordination of intervention services.
3. Refer children with an established condition or developmental delay to Florida Diagnostic Learning Resources System/Child Find (754) 321-7200, with parental permission, in order to initiate Early Steps intake process.
4. Forward to CDTC/Early Steps Service Coordinator screening information and any collateral information such as parent concerns and/or teacher observations with a signed parental release of information.
5. The EHS Social Worker will assist in communicating with the parent of the referred child when CDTC Early Steps has not succeeded in locating or engaging the parent.
6. Participate, as appropriate, in the Early Steps first contact visit, eligibility evaluation and the development of the initial or interim Individualized Family Support Plan (IFSP) within 45 days from the date of referral to Early Steps.
7. Participate in the six-month and annual IFSP meetings with the family and IFSP team.
8. Participate in the Transition IFSP meeting no later the 90 days prior to the child's third birthday.
9. Provide in-service training for the CDTC/Early Steps staff as needed.

10. Review and determine EHS eligibility for referrals generated by the CDTC/Early Steps Program with parental consent.

B. CDTC will:

1. Identify an Early Steps Liaison _who communicates with the EHS Social Worker in order to ensure a smooth referral process and coordination of early intervention services.
2. Provide interdisciplinary evaluations of infants and toddlers for Early Steps eligibility within 45 days of referral from Child Find.
3. Assigned service coordinator will inform the EHS Social Worker of the screening, evaluation and IFSP meeting dates as soon as these are established. Inform EHS if assistance is required in contacting the parent. Provide EHS with a copy of the IFSP with parental permission.
4. Develop an Individualized Family Support Plan (IFSP) with the family of each eligible child and authorize specific intervention services based on the needs of the child.
5. Inform families of Early Steps eligible children about the EHS Program as a service option in the natural environment.
6. Assigned service coordinator will invite EHS staff, with parental permission, to participate in the Individualized Family support Plan (IFSP) team meeting, attend periodic reviews at minimum every six months, and attend the annual IFSP meeting. Provide EHS with a copy of the IFSP with parental permission.
7. Assigned service coordinator will invite EHS staff to participate in the Transition IFSP meeting to be held no later than 90 days prior to the child's third birthday. Provide EHS with a copy of the IFSP with parental permission.
8. Inform families of children who do not meet or decline School Board of Broward County Early Steps eligibility at three years of age about the Head Start Program.
9. Provide in-service training for EHS staff as needed.

4.04 **Confidentiality.** Exchange of child/family specific information will occur only with parent/guardian consent, which is informed and written.

4.05 **Implementation of Agreement.** The contents of this Agreement will be shared with the Head Start Health Services Advisory Committee and the Head Start Policy Council. It

will also be disseminated to staff of the CDTC/Early Steps, staff of the SBBC Early Head Start Program, staff of the FDLRS Child Find, and other appropriate staff working with young children and families in this county.

ARTICLE 5 – Transition Agreement

5.01 **Purpose** The Broward County Interagency Transition Agreement has been in effect since 1996 with the purpose of implementing an efficient, family focused transition process for children who participated in the Part C Early Steps and desire to participate in Part B SBBC services.

5.02 **Background** The Individuals with Disabilities Education Act (IDEA) Part C is federal legislation for infants and toddlers, age's birth through two. CDTC is the lead agency for implementing the Early Steps Program in Broward County. IDEA Part B applies to school age children with disabilities, ages three through twenty-one. SBBC is the lead agency for implementing the Part B Program. The CDTC/Early Steps and the SBBC/FDLRS agree to implement a collaborative transition system, which includes the involvement of family members in planning the transition process from Early Steps at least ninety (90) days prior to the child's third birthday to a Part B exceptional student education program in SBBC or to a community resource.

This collaborative transition system is developed through the efforts of the **Broward Sequenced Transition to Education in the Public Schools (STEPS)** team. CDTC/Early Steps Program was founded in January 1996 and is composed of CDTC/Early Steps, SBBC and FDLRS/Child Find. It is part of Florida's Transition Project to coordinate local activities, which enhance a community's ability to develop a seamless transition process for children birth to age five who use early intervention and school services.

The transition process addresses the need for educating families about the transition process and the similarities and differences between the IDEA Early Steps for infants and toddlers, and

IDEA Part B Program for school-age children ages three through twenty-one.

The transition process also ensures that needed evaluations are conducted cooperatively and within a timely fashion in order to promote continuous services for young children and families.

5.03 **Participants** SBBC, CDTC/Early Steps and the Broward County STEPS Team.

5.04 **Action Steps – Activities and Responsibilities** A series of action steps/activities are identified to accomplish a seamless transition from Early Steps for children ages birth through two to the Part B Program for children ages three through twenty-one. The CDTC/Early Steps and SBBC staff will complete these activities, listed in chronological order.

A. Shared Preschool Outcomes. Part C Evaluation and CDTC/Early Steps will evaluate each child at intake using the Battelle Developmental Inventory, 2nd Edition (BDI-2) as

part of the Florida system to measure outcomes for children served by both Early Steps and the school district. For children 33 months and older as of the date of the initial IFSP, the SBBC will use the Early Steps BDI-2 as their Part B entry evaluation.

B. Six to Twelve Months Prior to the Child's Third Birthday

1. The Early Steps Service Coordinator will contact each family to discuss the transition process and review the process at each IFSP meeting they attend.
2. With parental consent, the CDTC/Early Steps Service Coordinator will compile transition packets for all children, including those who may or may not be potentially eligible for Part B, no later than two years, six months of age.

C. Six Months Prior to the Child's Third Birthday

1. The CDTC/Early Steps Service Coordinator will send the transition packet to the Local Education Agency (LEA) Transition Representative. The packet includes the following documents:
 - FDLRS/Child Find Referral Form - including both the original and updated forms
 - Current IFSP
 - Most recent Early Steps evaluations, including the Battelle (BDI-2) print-out with standard scores and age equivalents for children 30 months and older as of the date of the initial IFSP
 - Most recent therapy evaluations and therapy progress notes from the past 60 days
 - Relevant recent medical information and history
 - Documentation of the dates and results of hearing and vision screening reports completed within the past year, if available
 - Multi-Cultural Home Language Survey, if available
 - PreK Information Form, if available
 - Parent Release/Consent
2. The LEA Transition Representative will receive Early Steps transition packet and track status of packet for completeness.
3. The CDTC/Early Steps Service Coordinator will schedule a transition meeting with the family no earlier than nine months, and no later than three months before the child's third birthday.

Additionally, the Coordinator will:

- a. Provide written prior notice to parent
- b. Notify Child Find or other school district representative of a scheduled IFSP transition meeting
- c. Notify the community provider(s) as appropriate

4. The LEA Transition Representative attends a transition IFSP meeting and participates in the development of the child's transition plan. This is documented on Form I of the IFSP. The LEA will send FDLRS or the appropriate prekindergarten assessment team the completed transition meeting packet which includes: all of the initial transition referral packet items listed in 2.04, Action Steps-Activities and Responsibilities (B1) plus the completed transition plan, meeting notes, and final PreK ESE Assessment Team recommendations for further evaluations, if needed.

D. Forty-Five Days or Less Prior to Child's Third Birthday

1. The FDLRS Child Find Specialist will inform each family, referred 45 days or less prior to the child's third birthday, of the Early Steps Program at the Children's Diagnostic & Treatment Center and the option of a preschool assessment appointment with FDLRS/Child Find. The Early Steps Referral Form will be completed and forwarded to CDTC with the date of the FDLRS Preschool Assessment appointment.
2. The CDTC/Early Steps Service Coordinator will call the family to ensure the family is connected with Part B through the FDLRS Preschool Assessment appointment and/or offered other appropriate services. Families will be sent a letter and a reminder call encouraging them to keep their FDLRS Child Find appointment.
3. The school district PreK ESE assessment team will schedule and complete developmental, speech/language, motor, vision, hearing and behavioral assessments, as needed. ESY services will be available as appropriate for children exiting Early Steps.

E. By Child's Third Birthday

1. A school district representative and a PreK ESE assessment team representative will attend an Eligibility, Individualized Education Plan (IEP) and Placement staffing with the parent(s) of the exiting Early Steps child to determine eligibility for exceptional student education (ESE) services in the school district. If the child is eligible for services, an IEP will be written and an appropriate ESE placement will be made. Families will be informed that they may request the participation of the Early Steps Service Coordinator or other representatives of the Part C/Early Steps System to attend the initial Individualized Educational Plan (IEP) meeting. If requested, an invitation to the initial IEP meeting will be sent to the Early Steps Service Coordinator or other representatives of the Part C System to assist with the smooth transition of services.

2. A school district representative will provide CDTC/Early Steps with a monthly feedback log with eligibility status of all Part C/Early Steps children who have been staffed for Part B services.
3. The Early Steps Service Coordinator will assist a family when their child is not eligible for Part B services by referring them to other community resources.
4. The Early Steps Part C Service Coordinator will distribute Family Transition Surveys to parents exiting from the Part C Program. Completed surveys will be summarized and reviewed by the Broward Sequenced Transition to Education in Public Schools (STEPS) team.

5.05 **Implementation of Agreement** This Agreement will be disseminated to the staff of the CDTC/Early Steps Program, FDLRS/Child Find, SBBC PreK ESE assessment teams and Early Steps Community Providers of Early Steps services.

Written information on the transition process will be provided and explained to families. Families, appropriate SBBC, and community agency staff will be trained on the contents of this Agreement by CDTC/Early Steps Broward as needed and/or requested. Training will be provided to all new staff by their respective agency supervisor and offered in the community on an annual basis in order to reach all Early Steps families.

5.06 **Monitoring and Evaluation** On an annual basis, the Broward STEPS team composed of representatives of the CDTC/Early Steps Program, the SBBC and FDLRS/Child Find will meet to review the implementation of this Agreement and update the action steps as needed.

CDTC/Early Steps Program will review the results of the transition surveys provided to every parent at the time their child transitions from Early Steps.

CDTC/Early Steps and school district staff will meet to discuss the effectiveness of the transition process with the intent to develop recommendations for continuation or change in the Agreement.

ARTICLE 6 – SPECIAL CONDITIONS

6.01 **Interagency Dispute Process** In the event that a dispute arises between the parties regarding this Agreement during its term, the aggrieved party shall send a notice to the other party pursuant to Section 6.03 setting forth the basis of the dispute. The parties shall arrange for appropriate administrators to meet within thirty (30) days of the service of said notice to attempt to amicably resolve the pending dispute. In the event that such efforts do not resolve the dispute, the aggrieved party may take such action as it deems appropriate.

Should the Interagency Dispute Process fail, the parties agree that the failure of CDTC and/or SBBC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling CDTC and/or SBBC to terminate immediately, subject to sec. 7.06 herein, with no further responsibilities or duties to perform under this Agreement.

6.02 **Inspection of Records** Each party shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by either party to the other under this Agreement. All records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by each party's agent or its authorized representative to permit each party to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by either party or any of each party's payees pursuant to this Agreement. Each party's records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Each party's records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **Records Defined.** For the purposes of this Agreement, the term "records" shall include, without limitation, and any documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, each party's agent or authorized representative of this Agreement or five (5) years after the date of final payment by SBBC to CDTC or vice-versa pursuant to this Agreement.

(c) **Notice of Inspection.** Each party's agent or its authorized representative shall provide the other party reasonable advance notice (not to exceed two weeks) of any intended audit, inspection, examination, evaluation and/or reproduction.

(d) **Audit Site Conditions.** Each party's agent or its authorized representative shall have access to each party's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by a party to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by the non-violating party for cause and shall be grounds for the denial of some or all of any claims for payment by the violating party.

(f) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to a party in excess

of two percent (2%) of the total billings under this Agreement, the actual cost of a party's audit shall be paid by the other party. If the audit discloses billings or charges to which a party is not contractually entitled, violating party shall pay said sum to the other party within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Each party shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by a party to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by the non-violating party for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by the non-violating party to the other pursuant to this Agreement and such excluded costs shall become the liability of the violating party.

(h) Inspector General Audits. Each party shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

6.03 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Coordinator, Preschool ESE Exceptional Student Education & Support Services 1211 NW 13 th Terrace Fort Lauderdale, Florida 33311
With a Copy to:	Director, Head Start/Early Intervention 600 SE 3rd Avenue, Fort Lauderdale, FL 33301
To CDTC:	Children's Diagnostic & Treatment Center, Inc. Ana E. Calderon Randazzo, PhD. 401 S. Federal Highway, Fort Lauderdale, Florida 33316
With a Copy to:	Broward Health 303 Southeast 17 th Street Fort Lauderdale, Florida 33316 Attn: President/CEO

With a Copy to:

Broward Health
1800 NW 49th Street, Suite 110
Fort Lauderdale, Florida 33309
Attn: General Counsel

6.04 **Background Screening**: CDTC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CDTC or its personnel providing any services under the conditions described in the previous sentence. CDTC shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CDTC and its personnel. The parties agree that the failure of CDTC to perform any of the duties described in this section shall constitute a material breach of this agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. .

6.05 **Indemnification**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By CDTC: CDTC is a wholly-owned affiliate of Broward Health, a.k.a., the North Broward Hospital District, which is a special taxing district, state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, agrees to be fully responsible for acts and omissions of its agents or employees when acting within the scope of their employment to the extent permitted by law. Nothing herein is intended to serve as waiver of sovereign immunity by any party to which sovereign immunity may be applicable or as to a waiver of limits of liability or rights existing under section 768.28, Florida Statutes. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 7 – GENERAL CONDITIONS

7.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes, as amended. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

7.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

7.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right by the other party to SBBC or CDTC retirement, leave benefits or any other benefits of SBBC or CDTC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC nor CDTC shall be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

7.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

7.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, CDTC and/or SBBC shall pay the other party for all services rendered through the effective date of termination, if applicable.

7.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not 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 now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 6.05.

7.07 **Annual Appropriation.** The performance and obligations of SBBC and/or CDTC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body and/or the State of Florida. If SBBC or the State of Florida does not allocate

funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC and/or CDTC at the end of the period for which funds have been allocated. SBBC and/or CDTC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC and/or CDTC in the event this provision is exercised, and SBBC and/or CDTC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

7.08 **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

7.09 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, the parties under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless each party hereto and its officers and employees for any violation of this section, including, without limitation, defending the non-violating party and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the non-violating party, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon non-violating party arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

7.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

7.11 **Place of Performance.** All obligations of SBBC and CDTC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

7.12 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to a court of competent jurisdiction for Broward County, Florida.

7.13 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7.14 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7.15 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC and/or CDTC.

7.16 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

7.17 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

7.18 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

7.19 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

7.20 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

7.21 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in

writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

7.22 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

7.23 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

7.24 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7.25 **Counterparts.** This Agreement may be executed in multiple counterparts, and by facsimile signatures, each of which shall be deemed an original and all of which shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

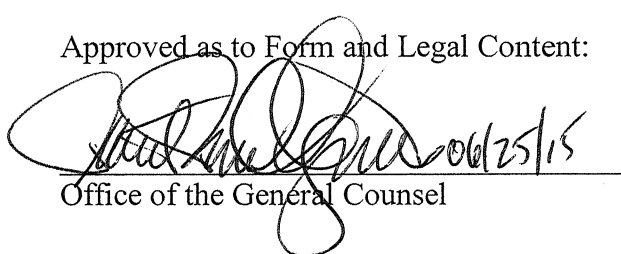
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR CDTC

(Corporate Seal)

CHILDREN'S DIAGNOSTIC &
TREATMENT CENTER, INC.

ATTEST:

By Robert K Martin 5/27/15
Robert K. Martin, Senior VP/CFO

Don Davis
-or- Don Davis

Witness

Brenda Gunn
Witness

Approved as to Form and Legal Content:

Julie Klahr
Office of the General Counsel

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27th day of

May, 2015 by Robert K. Martin of
Name of Person

Broward Health
Children's Diagnostic & Treatment Center, on behalf of the corporation/agency.
Name of Corporation or Agency

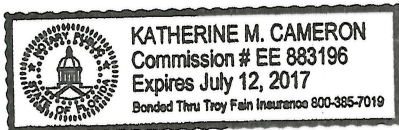
He/She is personally known to me or produced _____ as
Type of Identification

identification and did/did not first take an oath.

My Commission Expires:

7/12/2017

(SEAL)



Katherine M. Cameron
Signature – Notary Public

Katherine M. Cameron
Printed Name of Notary

EE 883196
Notary's Commission No.

APPROVED AS TO LEGAL FORM

Julie Klahr
LEGAL DEPARTMENT
Broward Health
Date: 5/27/15