

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, 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

**NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD
HEALTH**
(hereinafter referred to as "Broward Health"),
a special taxing district of the State of Florida,
whose principal place of business is
1800 NW 49th Street, Fort Lauderdale, Florida 33309

On behalf of

CHILDREN'S DIAGNOSTIC & TREATMENT CENTER, INC.
(hereinafter referred to as "CDTC"),
A wholly-owned subsidiary of Broward Health,
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 Broward Health 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's 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

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

ARTICLE 2 – SPECIAL CONDITIONS

21 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2018**, or upon the date of the last signature of the parties to this Agreement, which ever date is later, and conclude on **June 30, 2021**.

22 **SBBC Disclosure of Education Records.**

- (a) SBBC shall provide the types of education records listed in 2.02 (b) for the purposes of CDTC to (1) screen and evaluate children from birth to age 3 to determine the presence of a potential disability and (2) provide services to children from birth to age 3 with disabilities.
- (b) SBBC shall provide CDTC with initial referral information for children from birth to age 3, which includes the family's contact and demographic information as well as their concern regarding the child's development.
- (c) CDTC is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed above.
- (d) Exchange of child/family specific information shall occur only with parent/guardian written consent, except for the exchange of initial referral information between the parties.

23 **CDTC Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, CDTC shall:
 - 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
 - 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless

the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
 - 4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
 - 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
 - 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
 - 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
 - 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
 - 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
 - 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
 - 11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records

in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

- (c) BROWARD HEALTH shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC 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 Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement. Nothing in this section is intended to alter or waive BROWARD HEALTH's entitlement to statutory or common law sovereign immunity, or to extend BROWARD HEALTH's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

SBBC's FDLRS/CHILD FIND AND CDTC'S EARLY STEPS

24 **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.

25 **Background.** The Individuals with Disabilities Education Act (IDEA) Part C federal legislation applies to 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. SBBC is the lead agency for implementing the Part B Program. CDTC's Early Steps Program and SBBC agree that SBBC's FDLRS/Child Find shall function as the entry point for community referrals to CDTC's 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.

26 **Participants.** SBBC's FDLRS/Child Find and CDTC's Early Steps Program.

27 **Action Steps - Activities and Responsibilities.** A series of action steps/activities are identified to ensure timely identification, evaluation/assessment, service delivery and transition. CDTC'S Early Steps and SBBC's FDLRS/Child Find staff shall complete the following activities:

(a) **SBBC's FDLRS/Child Find.** SBBC shall:

1. Complete a one-page community referral form, which includes the child's name, child's date of birth, and parent contact information.
2. Once daily, Monday through Friday, send to CDTC's Early Steps Program referral forms via email and enter children in the Children's

Registry and Information System (CHRIS) for tracking purposes.

(b) CDTC's Early Steps Program. CDTC shall:

1. Notify SBBC's 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, provide feedback to SBBC's 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, notify 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 CDTC's Early Steps. Monthly, a Notification Report shall be sent to SBBC's 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.

28 Implementation of Agreement.

- (a) SBBC shall assign an Exceptional Student Learning Support (ESLS) designee to be responsible for the dissemination of this agreement to the staff of CDTC's Early Steps Program, SBBC's FDLRS/Child Find, and Early Steps Community Providers of Early Steps services.
- (b) Written information and the Child Find phone number (754) 321-7200 shall be included in CDTC's Early Steps Program brochure and Child Find brochures.

29 Monitoring and Evaluation. On an annual basis, CDTC shall coordinate a meeting composed of representatives of CDTC's Early Steps Program and SBBC's FDLRS/Child Find to review the implementation of this Agreement and update the action steps as appropriate. CDTC's Early Steps Program representatives shall meet with school district and SBBC's FDLRS/Child Find staff to discuss the effectiveness of the intake/referral process in order to propose revisions and develop recommendations for continuation of the Agreement.

SBBC's VISION AND HEARING PROGRAM AND CDTC'S EARLY STEPS

2.10 Purpose. 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 CDTC's Early Steps Program and SBBC's services, which include the following: Deaf Heard of Hearing (DHH), Serving Hearing Impaired Newborns Effectively (SHINE), Vision, and Occupational Therapy.

2.11 Background. The Individuals with Disabilities Education Act (IDEA) Part C federal legislation applies to infants and toddlers, age's birth through two. CDTC's 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. CDTC's Early Steps Program and SBBC agree to implement a collaborative service delivery system to jointly serve young children with vision and/or hearing impairments and their families.

2.12 **Participants.** SBBC's Vision and Hearing Program and CDTC's Early Steps Program.

2.13 **Action Steps - Activities and Responsibilities.** A series of action steps/activities are identified to ensure timely identification, evaluation/assessment, service delivery and transition. CDTC's Early Steps and SBBC's Vision and Hearing Program staff shall complete the following activities:

(a) **SBBC's Vision and Hearing Program. SBBC shall:**

1. Refer children with an established condition or developmental delay to the SBBC's FDLRS/ Child Find (754) 321-7200, with parental permission, in order to initiate the CDTC's Early Steps intake process.
2. Participate, as appropriate, in CDTC's 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 CDTC's 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, and Occupational Therapy.
4. Assess each child's progress based on the IFSP Outcomes/Strategies. Forward a written progress update to the assigned CDTC's Early Steps Program Service Coordinator prior to or at each six-month or annual IFSP meeting. The Vision Specialist shall review and interpret ophthalmologic reports as needed.
5. Participate in the six-month and annual IFSP meetings with the family and the IFSP Team.
6. Participate in the Transition IFSP meeting no later than 90 days prior to the child's third birthday.
7. Provide in-service training for CDTC's Early Steps staff as needed.
8. Obtain documents required for registration (birth certificate, 2 proofs of address) within the first 30 days of services. If this information is not provided by the family, the services shall be terminated and the service coordinator shall be notified.

9. Attend IFSP meetings when available.
- (b) CDTC's Early Steps Program. CDTC shall:
1. With parental permission, fax a copy of each newly referred child who may be visually/hearing impaired to the SBBC's DHH/VI Itinerant Office (fax number 754-321-3407).
 2. Provide interdisciplinary evaluations of infants and toddlers for CDTC's Early Steps eligibility within 45 days of referral. Invite SBBC's Vision and Hearing Program 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 SBBC's Vision and Hearing Program staff to participate with parental permission.
 5. Provide in-service training for SBBC staff as needed.
 6. Provide electronic copies of IFSP within 15 days to SBBC.

2.14 **Implementation of Agreement.** SBBC shall assign an Exceptional Student Learning Support (ESLS) designee to be responsible for the dissemination of this Agreement to the staff of CDTC's Early Steps Program, SBBC's FDLRS/Child Find, and SBBC's Vision and Hearing teams. SBBC and CDTC shall train its respective appropriate staff on the contents of this Agreement.

2.15 **Monitoring and Evaluation.** On an annual basis, CDTC's Early Steps and SBBC's Vision and Hearing program staff shall meet to review the implementation of this Agreement. CDTC's Early Steps program administrator shall meet with SBBC's Vision and Hearing Program services administrator to discuss the effectiveness of the Agreement activities with the intent to develop recommendations for continuation or change in the Agreement.

SBBC's EARLY HEAD START PROGRAM AND CDTC'S EARLY STEPS

2.16 **Purpose.** To implement specific collaborative procedures in order to ensure smooth referral and intervention services for infants and toddlers who are eligible for both CDTC's Early Steps and SBBC's Early Head Start programs.

2.17 **Background.**

- (a) SBBC is the lead agency for the Early Head Start (EHS) Program in this community. SBBC's 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. SBBC's 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, excluding the home-based program.

- (b) CDTC is the lead agency for Early Steps in Broward County, Florida. The Individuals with Disabilities Education Act (IDEA) Part C federal legislation applies to infants and toddlers (birth to age three) with developmental delays or established conditions. CDTC's 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 CDTC's Early Steps Program.

2.18 **Participants.** SBBC's Early Head Start Program and CDTC's Early Steps Program.

2.19 **Action Steps - Activities and Responsibilities.** A series of action steps/activities are identified to ensure timely identification, evaluation/assessment, service delivery and transition. CDTC's Early Steps and SBBC's Early Head Start Program staff shall complete the following activities:

(a) **SBBC's Early Head Start Program. SBBC shall:**

1. Screen each child within 45 days of enrollment, and annually thereafter, given parental consent and utilizing one or more researched-based developmental standardized screening tool(s) in the areas of developmental, behavioral, motor, language (if applicable), social, cognitive, and emotional skills.
2. Designate an SBBC's EHS Social Worker to function as a liaison to CDTC's 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 SBBC's FDLRS/Child Find (754) 321-7200, with prior parental permission, in order to initiate CDTC's Early Steps intake process.
4. Forward to CDTC's Early Steps Liaison screening information and any collateral information such as parent concerns and/or teacher observations with a signed parental release of information.
5. Designate a SBBC's EHS Social Worker to assist in communicating with the parent of the referred child when CDTC's Early Steps has not succeeded in locating or engaging the parent.

6. Participate, as appropriate, in CDTC's 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 CDTC's Early Steps.
7. Participate, as appropriate, in the six-month annual IFSP meetings with the family and IFSP team.
8. Participate, as appropriate, in the Transition IFSP meeting no later than 90 days prior to the child's third birthday.
9. Provide in-service training for CDTC's Early Steps staff as needed.
10. Review and determine SBBC's EHS eligibility for referrals generated by CDTC's Early Steps Program with parental consent.

(b) CDTC's Early Steps Program. CDTC shall:

1. Identify a CDTC's Early Steps Liaison who communicates with SBBC's 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 CDTC's Early Steps eligibility within 45 days of referral from Child Find.
3. CDTC's Early Steps Liaison shall inform the SBBC's EHS Social Worker of the screening, evaluation and IFSP meeting dates as soon as these are established. Inform SBBC's EHS if assistance is required in contacting the parent. Provide SBBC's 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 CDTC's Early Steps eligible children about the SBBC's EHS Program as a service option in the natural environment.
6. CDTC's Early Steps Liaison shall invite SBBC's 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 SBBC's EHS with a copy of the IFSP with parental permission.
7. CDTC's Early Steps Liaison shall invite SBBC's 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 SBBC's EHS with a copy of the IFSP with parental permission.

8. Inform families of children who have sought services through CDTC at three years of age about SBBC's Head Start Program.
9. Provide in-service training for SBBC's EHS staff as needed.

220 **Implementation of Agreement.** SBBC shall assign an Exceptional Student Learning Support (ESLS) designee to be responsible for the dissemination of this Agreement to SBBC's Head Start Health Services Advisory Committee, SBBC's Head Start Policy Council, SBBC's Early Head Start Program, staff of the CDTC's Early Steps Program, SBBC's FDLRS/Child Find, and SBBC's and other appropriate staff working with young children and families in this county.

TRANSITION

221 **Purpose.** 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.

222 **Background.**

- (a) The Individuals with Disabilities Education Act (IDEA) Part C federal legislation applies to 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. CDTC's Early Steps and SBBC's FDLRS agree to implement a collaborative transition system, which includes the involvement of family members in planning the transition process from CDTC's 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.
- (b) This collaborative transition system is developed through the efforts of the Broward Sequenced Transition to Education in the Public Schools (STEPS) team. 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. It also 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. In addition, it ensures that needed evaluations are conducted cooperatively and within a timely fashion in order to promote continuous services for young children and families.

223 **Participants.** SBBC and CDTC's Early Steps.

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

(a) Shared Preschool Outcomes. SBBC's Part C Evaluation and CDTC's Early Steps shall 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 CDTC's Early Steps and SBBC. For children 33 months and older as of the date of the initial IFSP, SBBC shall use the CDTC's Early Steps BDI-2 as their Part B entry evaluation.

(b) Six to Twelve Months Prior to the Child's Third Birthday.

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

(c) Six Months Prior to the Child's Third Birthday.

1. The CDTC's Early Steps Service Coordinator shall send the transition packet to SBBC's Local Education Agency (LEA) Transition Representative. The packet includes the following documents:
 - a) SBBC's FDLRS/Child Find Referral Form - including both the original and updated forms
 - b) Current IFSP
 - c) Most recent CDTC's Early Steps evaluations including the Battelle (BDI-2) print-out with standard scores and age equivalents
 - d) Most recent therapy evaluations and therapy progress notes from the past 60 days
 - e) Relevant recent medical information and history
 - f) Documentation of the dates and results of hearing and vision screening reports completed within the past year, if available
 - g) Multi-Cultural Home Language Survey, if available
 - h) PreK Information Form, if available
 - i) Court documentation, if applicable and available
 - j) Current Parent Release/Consent
2. SBBC's LEA Transition Representative shall receive CDTC's Early Steps transition packet and track status of packet for completeness.
3. CDTC's Early Steps Transition Secretary shall 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, CDTC's Early Steps Secretary shall:

- a) Provide prior written notice to parent
 - b) Notify SBBC's Child Find or SBBC's LEA Transition Representative of a scheduled IFSP transition meeting
4. SBBC's 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. SBBC's LEA Transition Representative shall give SBBC's Part C Secretary the completed transition meeting packet which includes all of the initial transition referral packet items listed in Section 2.24(c)1, the completed transition plan, and the meeting notes to include recommendations for further evaluations, if needed.

(d) Forty-Five Days or Less to Child's Third Birthday.

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

(e) By Child's Third Birthday.

1. A SBBC representative and a SBBC PreK ESE assessment team representative shall 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 shall be written and an appropriate ESE placement shall be recommended. Families shall be informed that they may request the participation of the CDTC's Early Steps Service Coordinator or other representatives of the CDTC's Part C/Early Steps System to attend the initial Individualized Educational Plan (IEP) meeting.
2. A SBBC representative shall provide CDTC's Early Steps with a monthly feedback log with eligibility status of all CDTC's Part C/Early Steps

children who have been staffed for Part B services.

3. The CDTC's Early Steps Service Coordinator shall assist a family when their child is not eligible for Part B services by referring them to other community resources.
4. The CDTC's Early Steps Part C Service Coordinator shall distribute Family Transition Surveys to parents exiting from the Part C Program. Completed surveys shall be summarized and reviewed by the Broward Sequenced Transition to Education in Public Schools (STEPS) team.

225 **Implementation of Agreement.**

- (a) SBBC shall assign an Exceptional Student Learning Support (ESLS) designee to be responsible for the dissemination of this Agreement to the staff of CDTC's Early Steps Program, SBBC's FDLRS/Child Find, SBBC's PreK ESLS assessment teams, and Early Steps Community Providers of Early Steps services.
- (b) CDTC shall provide families with written information on the transition process. CDTC's Early Steps shall train families, appropriate SBBC and community agency staff on the contents of this Agreement as needed and/or requested. Training shall 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.

226 **Monitoring and Evaluation.**

- (a) On an annual basis, the Broward STEPS team composed of representatives of CDTC's Early Steps Program, of SBBC, and of SBBC's FDLRS/Child Find shall meet to review the implementation of this Agreement and update the action steps as needed.
- (b) CDTC's Early Steps Program shall review the results of the transition surveys provided to every parent at the time their child transitions from CDTC's Early Steps.
- (c) CDTC's Early Steps and SBBC staff shall meet to discuss the effectiveness of the transition process with the intent to develop recommendations for continuation or change in the Agreement.

227 **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 2.31 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 BROWARD HEALTH and/or SBBC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling BROWARD HEALTH and/or

SBBC to terminate immediately, subject to Section 3.05 herein.

228 **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 BROWARD HEALTH 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.
- (f) **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.

(g) 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.

229 Insurance Requirements. Broward Health maintains a self-insurance fund, which provides for liability coverage. Broward Health agrees to keep such self-insurance fund in full force and effect continuously during the term of the Agreement. Broward Health will provide Contractor with evidence of the existence of its self-insurance fund upon written request. Nothing in this section is intended to alter or waive Broward Health's entitlement to statutory or common law sovereign immunity, or to extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

230 Limitation of Liability. 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.

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 employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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

231 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: Curriculum Supervisor, Preschool ESLS
Exceptional Student Learning Support
The School Board of Broward County, Florida 1211
NW 33rd Terrace
Fort Lauderdale, Florida 33311

With a Copy to: Director, Head Start/Early Intervention
Office of Academics
The School Board of Broward County, Florida 600
SE 3rd Avenue

Fort Lauderdale, Florida 33301

To BROWARD HEALTH: Broward Health
1800 NW 49th Street
Suite 110
Fort Lauderdale, FL 33309

With a Copy to: General Counsel
Broward Health
1800 NW 49th Street
Suite 110
Fort Lauderdale, FL 33309

With a Copy to: Executive Director
Children's Diagnostic & Treatment Center, Inc. 1401
S. Federal Highway
Fort Lauderdale, Florida 33316

232 **Background Screening.** CDTC shall 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, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall 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.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **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. 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.

3.2 **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 Agreement.

3.3 **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 to SBBC or BROWARD HEALTH retirement, leave benefits or any other benefits of SBBC or BROWARD HEALTH employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC and BROWARD HEALTH shall not 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.

3.4 **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.

3.5 **Termination.** This Agreement may be canceled with or without cause by SBBC or BROWARD HEALTH during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **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 3.05.

3.7 **Annual Appropriation.** The performance and obligations of SBBC and/or BROWARD HEALTH 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 BROWARD HEALTH at the end of the period for which funds have been allocated. SBBC and/or BROWARD HEALTH shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC and/or BROWARD HEALTH in the event this provision is exercised, and SBBC and/or BROWARD HEALTH shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.8 **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.

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

3.10 **Place of Performance.** All obligations of SBBC and BROWARD HEALTH 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.

3.11 **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 exclusively to a court of competent jurisdiction for Broward County, Florida

3.12 **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.

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

3.14 **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 BROWARD HEALTH.

3.15 **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.23 **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.

3.24 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.25 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.26 **Compliance.** SBBC shall complete at least one (1) hour of training regarding the Anti-Kickback Statute and the Stark Law and examples of arrangements that potentially implicate the Anti-Kickback Statute and the Stark Law. SBBC shall certify that they have completed such training and document such certification as and in the manner requested by Broward Health. By executing this Agreement, each party certifies that it will not violate the Anti-Kickback Statute or the Stark Law with respect to their performance of this Agreement. Broward Health shall provide each party to this Agreement with a copy of its Code of Conduct and Stark Law and Anti-Kickback Statute Policies and Procedures.

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 _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

FOR BROWARD HEALTH

(Corporate Seal)

NORTH BROWARD
HOSPITAL DISTRICT D/B/A
BROWARD HEALTH

ATTEST:

By: Gino Santorio 9/7/18

Print Name: Gino Santorio
Print Title: Chief Operating Officer

-or-

APPROVED AS LEGAL FORM

[Signature]
Witness

[Signature]
LEGAL DEPARTMENT
Broward Health
Date: 9/7/18

[Signature]
Witness

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 7 day of SEPTEMBER, 2018 by GINO SANTORIO of North Broward Hospital District, on behalf of the corporation.

Name of Corporation

He/She is personally known to me or produced [Signature] as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 9.21.2021

[Signature]
Signature -- Notary Public

(SEAL)

JOANNA IWANKOWSKI
Printed Name of Notary

GG 145325
Notary's Commission No.

